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SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D  
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT  
TO § 240.13D-1(A) AND AMENDMENTS THERETO FILED

Pursuant to § 240.13d-2(a)

UNDER THE SECURITIES EXCHANGE ACT OF 1934

(Amendment No. 1)\*

**TheMaven, Inc.**  
(Name of Issuer)

**Common Stock, par value \$0.01**  
(Title of Class of Securities)

**88339B102**  
(CUSIP Number)

**Bryant R. Riley**  
**B. Riley Financial, Inc.**  
**11100 Santa Monica Blvd., Suite 800**  
**Los Angeles, CA 90025**  
**(818) 884-3737**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**December 18, 2020**

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

*Note.* Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. *See* § 240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, *see* the Notes).

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SCHEDULE 13D

CUSIP NO. 88339B102

1	NAMES OF REPORTING PERSONS <b>B. Riley Financial, Inc.</b>		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS ( <i>SEE</i> Instructions) WC, AF		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0	
	8	SHARED VOTING POWER 76,190,859 (1)(2)	
	9	SOLE DISPOSITIVE POWER 0	
	10	SHARED DISPOSITIVE POWER 76,190,859 (1)(2)	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 76,190,859 (1)(2)		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ( <i>See</i> Instructions) <input checked="" type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 33.2%*		
14	TYPE OF REPORTING PERSON ( <i>See</i> Instructions) HC		

\* Percent of class is calculated based on 229,539,153 shares of common stock, par value \$0.01 (the “Common Stock”), of TheMaven, Inc. (the “Issuer”) outstanding, which is based on (i) 175,651,683 shares of Common Stock outstanding following the conversion of the Issuer’s Series I Convertible Preferred Stock (the “Series I Preferred Stock”), the Series J Preferred Stock and the Series K Preferred Stock on December 18, 2020 based on information provided to the Reporting Persons by the Issuer plus (ii) 53,887,470 shares of Common Stock issued upon the conversion of certain Convertible Debentures on December 31, 2020, as reported by the Issuer in its Current Report on Form 8-K, filed with the SEC on January 6, 2021 (the “8-K”).

- (1) Excludes 10,196,970 shares of Common Stock issuable upon conversion of the shares of the Issuer’s Series H Convertible Preferred Stock, par value \$0.01 per share (the “Series H Preferred Stock”) held by BRC Partners Opportunity Fund, LP (“BRPLP”) and B. Riley Principal Investments, LLC (“BRPI”), as applicable, which cannot be acquired by the Reporting Persons within 60 days due to a 4.99% beneficial ownership limitation applicable to the Series H Preferred Stock and the Warrants that prevents the Reporting Persons from converting the shares of Series H Preferred Stock beneficially owned by them as of the date hereof (the “Beneficial Ownership Limitation”). See Item 6 of this Schedule 13D (as defined below).
- (2) Excludes 875,000 shares of Common Stock issuable upon exercise of the warrants to purchase Common Stock (the “Warrants”) held by BRPLP and BRPI. See Item 6 of this Schedule 13D.

1	NAMES OF REPORTING PERSONS <b>BRC Partners Opportunity Fund, LP</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS ( <i>SEE</i> Instructions) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 7,611,555 (1)(2)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 7,611,555 (1)(2)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 7,611,555 (1)(2)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ( <i>See</i> Instructions) <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.3%*	
14	TYPE OF REPORTING PERSON ( <i>See</i> Instructions) PN	

\* Percent of class is calculated based on 229,539,153 shares of Common Stock outstanding, which is based on (i) 175,651,683 shares of Common Stock outstanding following the conversion of the Series I Preferred Stock, the Series J Preferred Stock and the Series K Preferred Stock on December 18, 2020 based on information provided to the Reporting Persons by the Issuer plus (ii) 53,887,470 shares of Common Stock issued upon the conversion of certain Convertible Debentures on December 31, 2020, as reported by the Issuer in the 8-K.

- (1) Excludes 7,575,758 shares of Common Stock issuable upon conversion of 2,500 shares of Series H Preferred Stock held by BRPLP, which cannot be acquired by BRPLP within 60 days due to the Beneficial Ownership Limitation. See Item 6 of this Schedule 13D.
- (2) Excludes 250,000 shares of Common Stock issuable upon exercise of the Warrants held by BRPLP. See Item 6 of this Schedule 13D.

1	NAMES OF REPORTING PERSONS <b>BRC Partners Management GP, LLC</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS ( <i>SEE</i> Instructions) AF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 7,611,555 (1)(2)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 7,611,555 (1)(2)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 7,611,555 (1)(2)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ( <i>See</i> Instructions) <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.3%*	
14	TYPE OF REPORTING PERSON ( <i>See</i> Instructions) OO	

\* Percent of class is calculated based on 229,539,153 shares of Common Stock outstanding, which is based on (i) 175,651,683 shares of Common Stock outstanding following the conversion of the Series I Preferred Stock, the Series J Preferred Stock and the Series K Preferred Stock on December 18, 2020 based on information provided to the Reporting Persons by the Issuer plus (ii) 53,887,470 shares of Common Stock issued upon the conversion of certain Convertible Debentures on December 31, 2020, as reported by the Issuer in the 8-K.

- (1) Excludes 7,575,758 shares of Common Stock issuable upon conversion of 2,500 shares of Series H Preferred Stock held by BRPLP, which cannot be acquired by BRPLP within 60 days due to the Beneficial Ownership Limitation. See Item 6 of this Schedule 13D.
- (2) Excludes 250,000 shares of Common Stock issuable upon exercise of the Warrants held by BRPLP. See Item 6 of this Schedule 13D.

1	NAMES OF REPORTING PERSONS <b>Dialectic Antithesis Partners, LP</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS ( <i>SEE</i> Instructions) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ( <i>See</i> Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%	
14	TYPE OF REPORTING PERSON ( <i>See</i> Instructions) PN	

1	NAMES OF REPORTING PERSONS <b>BR Dialectic Capital Management, LLC</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS ( <i>SEE</i> Instructions) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ( <i>See</i> Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%	
14	TYPE OF REPORTING PERSON ( <i>See</i> Instructions) IA, OO	

1	NAMES OF REPORTING PERSONS <b>B. Riley Capital Management, LLC</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS ( <i>SEE</i> Instructions) AF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION New York	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 7,611,555 (1)(2)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 7,611,555 (1)(2)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 7,611,555 (1)(2)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ( <i>See</i> Instructions) <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.3%*	
14	TYPE OF REPORTING PERSON ( <i>See</i> Instructions) IA, OO	

\* Percent of class is calculated based on 229,539,153 shares of Common Stock outstanding, which is based on (i) 175,651,683 shares of Common Stock outstanding following the conversion of the Series I Preferred Stock, the Series J Preferred Stock and the Series K Preferred Stock on December 18, 2020 based on information provided to the Reporting Persons by the Issuer plus (ii) 53,887,470 shares of Common Stock issued upon the conversion of certain Convertible Debentures on December 31, 2020, as reported by the Issuer in the 8-K.

- (1) Excludes 7,575,758 shares of Common Stock issuable upon conversion of 2,500 shares of Series H Preferred Stock held by BRPLP, which cannot be acquired by BRPLP within 60 days due to the Beneficial Ownership Limitation. See Item 6 of this Schedule 13D.
- (2) Excludes 250,000 shares of Common Stock issuable upon exercise of the Warrants held by BRPLP. See Item 6 of this Schedule 13D.

1	NAMES OF REPORTING PERSONS <b>B. Riley Principal Investments, LLC</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS ( <i>SEE</i> Instructions) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 60,161,804 (1)(2)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 60,161,804 (1)(2)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 60,161,804 (1)(2)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ( <i>See</i> Instructions) <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 26.2%*	
14	TYPE OF REPORTING PERSON ( <i>See</i> Instructions) OO	

\* Percent of class is calculated based on 229,539,153 shares of Common Stock outstanding, which is based on (i) 175,651,683 shares of Common Stock outstanding following the conversion of the Series I Preferred Stock, the Series J Preferred Stock and the Series K Preferred Stock on December 18, 2020 based on information provided to the Reporting Persons by the Issuer plus (ii) 53,887,470 shares of Common Stock issued upon the conversion of certain Convertible Debentures on December 31, 2020, as reported by the Issuer in the 8-K.

(1) Excludes 2,621,212 shares of Common Stock issuable upon conversion of 865 shares of Series H Preferred Stock held by BRPI. See Item 6 of this Schedule 13D.

(2) Excludes 625,000 shares of Common Stock issuable upon exercise of the Warrants held by BRPLP. See Item 6 of this Schedule 13D.



1	NAMES OF REPORTING PERSONS <b>BRF Finance Co., LLC</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS ( <i>SEE</i> Instructions) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 8,417,500
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 8,417,500
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,417,500	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ( <i>See</i> Instructions) <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.7%*	
14	TYPE OF REPORTING PERSON ( <i>See</i> Instructions) OO	

\* Percent of class is calculated based on 229,539,153 shares of Common Stock outstanding, which is based on (i) 175,651,683 shares of Common Stock outstanding following the conversion of the Series I Preferred Stock, the Series J Preferred Stock and the Series K Preferred Stock on December 18, 2020 based on information provided to the Reporting Persons by the Issuer plus (ii) 53,887,470 shares of Common Stock issued upon the conversion of certain Convertible Debentures on December 31, 2020, as reported by the Issuer in the 8-K.

1	NAMES OF REPORTING PERSONS <b>Bryant R. Riley</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS ( <i>SEE</i> Instructions) PF, AF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 76,190,859 (1)(2)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 76,190,859 (1)(2)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 76,190,859 (1)(2)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ( <i>See</i> Instructions) <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 33.2%*	
14	TYPE OF REPORTING PERSON ( <i>See</i> Instructions) IN	

\* Percent of class is calculated based on 229,539,153 shares of Common Stock outstanding, which is based on (i) 175,651,683 shares of Common Stock outstanding following the conversion of the Series I Preferred Stock, the Series J Preferred Stock and the Series K Preferred Stock on December 18, 2020 based on information provided to the Reporting Persons by the Issuer plus (ii) 53,887,470 shares of Common Stock issued upon the conversion of certain Convertible Debentures on December 31, 2020, as reported by the Issuer in the 8-K.

- (1) Excludes 10,196,970 shares of Common Stock issuable upon conversion of the shares of Series H Preferred Stock held by BRPLP and BRPI, as applicable, which cannot be acquired by the Reporting Persons within 60 days due to the Beneficial Ownership Limitation. See Item 6 of this Schedule 13D.
- (2) Excludes 875,000 shares of Common Stock issuable upon exercise of the Warrants held by BRPLP and BRPI. See Item 6 of this Schedule 13D.

This Amendment No. 1 (this "Amendment No. 1") to the statement on Schedule 13D amends and supplements the statement on Schedule 13D filed by certain of the Reporting Persons on November 27, 2020 (the "Original Schedule 13D" and, together with this Amendment No. 1, this "Schedule 13D"). Except as amended in this Amendment No. 1, the Original Schedule 13D remains in full force and effect. Terms defined in the Original Schedule 13D are used in this Amendment No. 1 as so defined, unless otherwise defined in this Amendment No. 1.

## **Item 2. Identity and Background**

Item 2 of the Original Schedule 13D is hereby amended and restated in its entirety as follows:

(1) B. Riley Financial, Inc. ("BRF") is a Delaware corporation with a principal place of business located at 11100 Santa Monica Blvd., Suite 800, Los Angeles, California 90025. The principal business of BRF is serving as a holding company. Set forth on Schedule A of the Original Schedule 13D ("Schedule A") is the name and present principal business, occupation or employment and the name, principal business and address of any corporation or other organization in which such employment is conducted, and the citizenship of the executive officers and directors of BRF. To the best of BRF's knowledge, except as otherwise described herein, none of the persons listed on Schedule A beneficially owns any securities of the Issuer or is a party to any contract, agreement or understanding required to be disclosed herein.

(2) BRC Partners Opportunity Fund, LP ("BRPLP") is a Delaware limited partnership with a principal place of business located at 11100 Santa Monica Blvd., Suite 800, Los Angeles, California 90025.

(3) BRC Partners Management GP, LLC ("BRPGP") is a Delaware limited liability company with a principal place of business located at 11100 Santa Monica Blvd., Suite 800, Los Angeles, California 90025. The principal business of BRPGP is serving as the general partner of BRPLP.

(4) B. Riley Capital Management, LLC ("BRCM") is a New York limited liability company with a principal place of business located at 11100 Santa Monica Blvd., Suite 800, Los Angeles, California 90025. The principal business of BRCM is acting as a registered investment advisor to various clients.

(5) B. Riley Principal Investments, LLC ("BRPI") is a Delaware limited liability company with a principal place of business located at 11100 Santa Monica Blvd., Suite 800, Los Angeles, California 90025. The principal business of BRPI is investing in securities.

(6) BRF Finance Co., LLC ("BRF Finance") is a Delaware limited liability company with a principal place of business located at 11100 Santa Monica Blvd., Suite 800, Los Angeles, California 90025. The principal business of BRF Finance is originating and investing in loans and other indebtedness.

(7) Mr. Bryant R. Riley is an individual with a business office located at 11100 Santa Monica Blvd., Suite 800, Los Angeles, California 90025. Mr. Riley is the Chairman and Co-Chief Executive Officer of BRF.

During the last five years, none of the Reporting Persons or any person listed on Schedule A has been: (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors); or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Dialectic Antithesis Partners, LP, a Delaware limited partnership ("Dialectic"), and BR Dialectic Capital Management, LLC, a Delaware limited liability company ("BR Dialectic") ceased to beneficially own securities of the Issuer on December 28, 2020 upon the consummation of the transactions described in Item 6 of this Amendment No. 1. As a result, Dialectic and BR Dialectic are no longer subject to Section 13(d) of the Act with respect to securities of the Issuer, and are no longer Reporting Persons hereunder.

### **Item 3. Source and Amount of Funds or Other Consideration**

Item 3 of the Original Schedule 13D is hereby amended and restated in its entirety as follows:

The shares of Common Stock to which this Schedule 13D relates were issued upon the conversion of (i) 15,250 shares of Series J Preferred stock previously held of record by BRPI; (ii) 1,246 shares of Series J Preferred Stock previously held of record by BRPLP; (iii) Convertible Debentures previously held of record by BRPI and BRPLP and (iv) 3,367 shares of Series K Convertible Preferred Stock previously held of record by BRF Finance, in each case, in connection with the transactions described in Item 6 of this Amendment No. 1.

### **Item 4. Purpose of Transaction**

Item 4 of the Original Schedule 13D is hereby amended and supplemented by adding the following disclosure:

Since the filing of the Original Schedule 13D, certain of the Reporting Persons have engaged, and may continue to engage, in discussions with the Issuer and its representatives, and other shareholders of the Issuer regarding the Board composition matters described in the Preliminary Consent Statement filed by the Group on December 1, 2020. Such discussions could lead to changes to the composition of the Board, including the appointment of one or more representatives of the Reporting Persons to the Board. There can be no certainty regarding the outcome of those discussions.

### **Item 5. Interest in Securities of the Issuer**

Item 5 of the Original Schedule 13D is hereby amended and restated in its entirety as follows:

(a) – (b)

1. As of the date of hereof, (i) BRPLP beneficially owns directly 7,611,555 shares of Common Stock, representing 3.3% of the issued and outstanding Common Stock; (ii) BRPI beneficially owns directly 60,161,804 shares of Common Stock, representing 26.2% of the issued and outstanding Common Stock; and (iii) BRF Finance beneficially owns directly 8,417,500 shares of Common Stock, representing 3.7% of the issued and outstanding Common Stock. The calculations of the ownership percentages reported herein are based on a total of 229,539,153 shares of Common Stock issued and outstanding as of the date hereof, which is based on (a) 175,651,683 shares of Common Stock outstanding following the conversion of the Issuer's Series I Convertible Preferred Stock, the Series J Preferred Stock and the Series K Preferred Stock on December 18, 2020 based on information provided to the Reporting Persons by the Issuer plus (b) 53,887,470 shares of Common Stock issued upon the conversion of certain Convertible Debentures on December 31, 2020, as reported by the Issuer in its Current Report on Form 8-K, filed with the SEC on January 6, 2021. Each of the Reporting Persons disclaims beneficial ownership of the Common Stock underlying the shares of Series H Preferred Stock and the Warrants directly held by BRPLP and BRPI, which, in each case, cannot be acquired by the Reporting Persons within 60 days due to the Beneficial Ownership Limitation.
2. BRPGP is a subsidiary of BRCM, a registered investment advisor, and is the general partner of BRPLP. BRF is the parent company of BRCM. As a result, BRPGP, BRCM and BRF may be deemed to indirectly beneficially own the shares of Common Stock beneficially owned by BRPLP.
3. BRF is the parent company of BRPI. As a result, BRF may be deemed to indirectly beneficially own the shares of Common Stock beneficially owned by BRPI.
4. BRF Finance is a wholly owned subsidiary of BRF. As a result, BRF may be deemed to indirectly beneficially own the shares of Common Stock beneficially owned by BRF Finance.
5. BRF and Mr. Riley may be deemed to indirectly beneficially own an aggregate of 76,190,859 shares of Common Stock, representing 33.2% of the Issuer's issued and outstanding Common Stock as a result of the relationships described in Item 2 of this Schedule 13D. Each of BRF and Mr. Riley expressly disclaims beneficial ownership of the shares of Common Stock beneficially owned by BRPLP, BRPI and BRF Finance, except to the extent of its/his pecuniary interest therein.

BRF Finance Co., LLC, a subsidiary of BRF, made a loan to the former chief executive officer of the Issuer, Mr. James Heckman, secured by 4,094,708 shares of Common Stock and 400 shares of Series H Preferred Stock and which may be secured by other Issuer securities that may be issued to him or his designees. The Issuer's securities securing the loan to Mr. Heckman are excluded from the amounts reported above and elsewhere in this Schedule 13D.

Each of the Reporting Persons, as a member of a “group” with the other Reporting Persons for purposes of Rule 13d-5(b)(1) of the Exchange Act, may be deemed to beneficially own the securities of the Issuer owned by the other Reporting Persons (subject to the Beneficial Ownership Limitation, to the extent applicable). The filing of this Schedule 13D shall not be deemed an admission that the Reporting Persons are, for purposes of Section 13(d) of the Exchange Act, the beneficial owners of any securities of the Issuer it does not directly own or control. Each of the Reporting Persons specifically disclaims beneficial ownership of the securities reported herein that it does not directly own or control.

As a result of the Group Agreement, the Reporting Persons and 180 Degree Capital Corp. may be deemed to have formed a “group” under Rule 13d-5(b)(1) promulgated under the Act. The shares of Common Stock and other securities of the Issuer described in this Schedule 13D do not include securities of the Issuer owned by 180 Degree Capital Corp., which will file a separate Schedule 13D or Schedule 13D amendment reporting beneficial ownership of the shares of Common Stock beneficially owned by 180 Degree Capital Corp. The Reporting Persons assume no responsibility for the information contained in the Schedule 13D or Schedule 13D amendment to be filed by 180 Degree Capital Corp., and disclaim beneficial ownership with respect to any shares of Common Stock beneficially owned by 180 Degree Capital Corp.

(c) Except for the information set forth in this Schedule 13D, none of the Reporting Persons has effected any transactions related to the Common Stock within the past 60 days.

(d) Not applicable.

(e) Item 5(e) of Schedule 13D is not applicable to the Reporting Persons. Dialectic and BR Dialectic ceased to beneficially own Common Stock on December 28, 2020 upon the consummation of the transactions described in Item 6 of this Amendment No. 1.

## Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 of the Original Schedule 13D is hereby amended and supplemented as follows:

The following disclosures are hereby added to Item 6 of the Original Schedule 13D:

### ***Dialectic Sale***

On December 28, 2020, pursuant to that certain Secondary Securities Purchase Agreement, executed and delivered on December 28, 2020, by and between Warlock Partners, LLC (“Warlock”) and Dialectic (the “Dialectic Purchase Agreement”), Dialectic sold (i) 880 shares of Series H Preferred Stock and (ii) \$500,000 in principal amount of Convertible Debentures, including interest and penalties accrued thereon, to Warlock for an aggregate purchase price of \$1,798,182 in a private sale. As a result of such sale, Dialectic and BR Dialectic ceased to beneficially own securities of the Issuer. The foregoing description of the Dialectic Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the Dialectic Purchase Agreement, a copy of which is filed as Exhibit 1 of this Amendment No. 1.

### ***Series K Preferred Stock***

The Issuer issued the Series K Preferred Stock previously held of record by BRF Finance Co., LLC at a stated value equal to \$1,000 per share. Pursuant to the terms of the Series K Preferred Stock, each share of Series K Preferred Stock automatically converts into shares of Common Stock at a rate equal to the stated value of \$1,000 per share divided by the conversion price of \$0.40 per share in the event the Issuer amends its Certificate of Incorporation to authorize additional shares of Common Stock. On December 18, 2020, the Issuer filed such an amendment increasing the number of authorized shares of Common Stock from 100,000,000 to 1,000,000,000 (the “Amendment”). Accordingly, upon the filing of the Amendment, the shares of Series K Preferred Stock held of record by BRF Finance Co., LLC automatically converted into 8,417,500 shares of Common Stock through no action of the Reporting Persons.

Item 6 of the Original Schedule 13D is hereby amended by adding the following disclosure under the heading “***Series J Preferred Stock***”:

Pursuant to the terms of the Series J Preferred Stock, upon the filing of the Amendment, each share of Series J Preferred Stock held of record by BRPI and BRPLP automatically converted into shares of Common Stock at a rate equal to the stated value of \$1,000 per share of Series J Preferred Stock divided by the conversion price of \$0.70 per share through no action of the Reporting Persons. As a result of such conversion, (i) BRPI acquired 21,785,714 shares of Common Stock and (ii) BRPLP acquired 1,780,000 shares of Common Stock.

Item 6 of the Original Schedule 13D is hereby amended by adding the following disclosure under the heading “***Convertible Debentures***”:

Pursuant to the terms of the Convertible Debentures, the Convertible Debentures became convertible upon the filing of the Amendment on December 18, 2020. On December 30, 2020, each of BRPI and BRPLP delivered to the Issuer Irrevocable Notices of Conversion (each, a “Conversion Notice”), pursuant to which BRPI and BRPLP elected to convert the principal amount of the Convertible Debentures held of record by them, respectively, into shares of Common Stock at a conversion price equal to (i) \$0.33 in respect of the 2018 Convertible Debentures and (ii) \$0.40 in respect of the 2019 Convertible Debentures. Additionally, pursuant to the terms of the Conversion Notices (and notwithstanding the fact that interest due on the Convertible Debentures is to be paid in cash per the terms of the Convertible Debentures), each of BRPI and BRPLP agreed to convert the interest due on the Convertible Debentures held by them, as applicable, into shares of Common Stock at the same conversion rate and terms governing the conversion of the principal amount of the Convertible Debentures, as applicable. As a result of the conversions effected by the Conversion Notices, on December 31, 2020, (i) BRPI acquired an aggregate of 38,376,090 shares of Common Stock and (ii) BRPLP acquired an aggregate of 5,831,555 shares of Common Stock.

The foregoing description of the Conversion Notices does not purport to be complete and is qualified in its entirety by reference to the Conversion Notices, which are filed as Exhibit 2, Exhibit 3 and Exhibit 4 of this Amendment No. 1.

**Item 7. Material to Be Filed as Exhibits**

The following documents are filed as exhibits:

<b>Exhibit Number</b>	<b>Description</b>
1	<a href="#"><u>Secondary Securities Purchase Agreement, effective as of December 28, 2020, by and between Warlock Partners LLC and Dialectic Antithesis Partners, LP.</u></a>
2	<a href="#"><u>Irrevocable Notice of Conversion of Debentures Due December 31, 2020, executed by BRPI on December 30, 2020 (with respect to the 2018 Convertible Debentures held by BRPI).</u></a>
3	<a href="#"><u>Irrevocable Notice of Conversion of Debentures Due December 31, 2020, executed by BRPI on December 30, 2020 (with respect to the 2019 Convertible Debentures held by BRPI).</u></a>
4	<a href="#"><u>Irrevocable Notice of Conversion of Debentures Due December 31, 2020, executed by BRPLP on December 30, 2020 (with respect to the 2018 Convertible Debentures held by BRPLP).</u></a>
5	<a href="#"><u>Joint Filing Agreement, dated as of January 7, 2021, by and among B. Riley Financial, Inc., BRC Partners Opportunity Fund, LP, BRC Partners Management GP, LLC, B. Riley Capital Management, LLC, B. Riley Principal Investments, LLC, BRF Finance Co., LLC and Bryant R. Riley.</u></a>

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: January 7, 2021

**B. RILEY FINANCIAL, INC.**

By: /s/ Bryant R. Riley  
Name: Bryant R. Riley  
Title: Co-Chief Executive Officer

**BRC PARTNERS OPPORTUNITY FUND, LP**

By: /s/ Bryant R. Riley  
Name: Bryant R. Riley  
Title: Chief Investment Officer

**BRC PARTNERS MANAGEMENT GP, LLC**

By: B. Riley Capital Management, LLC, its sole member

By: /s/ Bryant R. Riley  
Name: Bryant R. Riley  
Title: Chief Executive Officer

**DIALECTIC ANTITHESIS PARTNERS, LP**

By: BR Dialectic Capital Management, LLC, its general partner

By: /s/ Bryant R. Riley  
Name: Bryant R. Riley

**BR DIALECTIC CAPITAL MANAGEMENT, LLC**

By: B. Riley Capital Management, LLC, its sole member

By: /s/ Bryant R. Riley  
Name: Bryant R. Riley

**B. RILEY CAPITAL MANAGEMENT, LLC**

By: /s/ Bryant R. Riley  
Name: Bryant R. Riley  
Title: Chief Executive Officer

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**B. RILEY PRINCIPAL INVESTMENTS, LLC**

By: /s/ Daniel Shribman

Name: Daniel Shribman

Title: President

**BRF FINANCE CO., LLC**

By: /s/ Daniel Shribman

Name: Daniel Shribman

Title: Chief Investment Officer

/s/ Bryant R. Riley

Bryant R. Riley

The original statement shall be signed by each person on whose behalf the statement is filed or his authorized representative. If the statement is signed on behalf of a person by his authorized representative (other than an executive officer or general partner of this filing person), evidence of the representative's authority to sign on behalf of such person shall be filed with the statement, provided, however, that a power of attorney for this purpose which is already on file with the Commission may be incorporated by reference. The name and any title of each person who signs the statement shall be typed or printed beneath his signature.

**Attention: Intentional misstatements or omissions of fact constitute Federal criminal violations (see 18 U.S.C. 1001)**

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**SECONDARY SECURITIES PURCHASE AGREEMENT  
BY AND BETWEEN  
WARLOCK PARTNERS LLC  
AND  
DIALECTIC ANTITHESIS PARTNERS, LP**

THIS SECURITIES PURCHASE AGREEMENT (“Agreement”) is made and entered into as of December 4, 2020, by and between Warlock Partners, LLC (“Buyer”), a Puerto Rico limited liability company, and Dialectic Antithesis Partners, LP (“Seller”), a Delaware limited partnership for the purchase of all of Seller’s equity ownership in theMaven, Inc., a Delaware corporation (“Maven”).

**BACKGROUND**

Seller is a private equity fund investing in securities of operating companies such as Maven. On the date of this Agreement, Seller owns 880 shares of Maven’s Series H Preferred Stock and US\$500,000 in principal (plus any accrued interest and penalties) of Maven’s December 2018 12% Senior Secured Subordinated Convertible Debentures (collectively, the “Securities”).

Buyer wishes to purchase all the Securities from Seller on the terms and conditions of this Agreement. In this Agreement, Buyer and Seller are sometimes referred to collectively as the “Parties” or, singly, as a “Party.”

Now, therefore, in consideration of the mutual promises, covenants and agreements between the Parties found in this Agreement, and intending to be legally bound, the Parties agree as follows.

**ARTICLE I  
PURCHASE AND SALE OF THE PREFERRED STOCK**

**Section 1.1 PURCHASE AND SALE OF THE PREFERRED STOCK**

Subject to the terms and conditions this Agreement, Buyer will purchase, and Seller will sell, the Securities for the purchase price described in Section 1.2 (the “Transaction”).

**Section 1.2 PURCHASE PRICE**

(a) Subject to the terms and conditions of this Agreement, on the Closing Date (as defined below), the Seller shall sell, convey, assign and deliver to Buyer, and Buyer shall purchase from Seller, the Securities and all rights and benefits incident to the ownership thereof.

(b) The Buyer agrees to pay US \$1,798,182 for the Securities (the “Purchase Price”).

(c) Within five (5) business days after the date hereof the Seller shall deliver or cause to be delivered to the Issuer or the Issuer’s transfer agent (the “Transfer Agent”) a duly executed Transfer of Securities Form (as provided by the Transfer Agent), along with a request addressed to the Issuer to transfer the Securities to the Buyer.

(d) Delivery by the Seller to the Issuer of the Transfer Agent of the documents set forth in Section 1.2 (c) above shall constitute compliance by the Seller of all of its obligations to the Buyer under this Agreement.

(e) Upon receipt of written confirmation from the Issuer or the Transfer Agent that the Securities have been issued in the Buyer's name on the books and records of the Issuer (the date of such receipt being the "Closing Date"), the Buyer will pay the Purchase Price in full to the Seller by wire transfer of immediately available funds to an account designated by the Seller.

(f) Thereafter, Seller agrees to assist Buyer in any further documentation as may be reasonably required.

#### **Section 1.4 TERM OF AGREEMENT**

This Agreement shall be in full force and effect on the date first written above and concluding on full transfer of the Securities to Buyer, or to its order.

### **ARTICLE II CLOSING DATE; DELIVERY**

#### **Section 2.1 CLOSING DATE**

The execution of this Agreement, the payment of the Purchase Price, the acknowledgement, agreement and fulfillment by both Buyer and Seller to the Obligations in Article V, below, and the delivery of the Seller Deliverables (the "Closing") shall occur on or before the Closing Date.

#### **Section 2.2 DELIVERY**

Before the Closing, each Party shall deliver an executed copy of this Agreement to the other Party.

#### **Section 2.3 CONSUMMATION OF CLOSING**

All acts, deliveries and confirmations comprising the Closing, regardless of chronological sequence, shall be deemed to occur contemporaneously and simultaneously upon the occurrence of the last act, delivery or confirmation of the Closing and none of such acts, deliveries or confirmations shall be effective unless and until the last of same shall have occurred.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller hereby represents and warrants to Buyer, at and as of the date of this Agreement and at and as of the Closing Date, as follows:

#### **Section 3.1 ORGANIZATION**

Seller is a limited partnership duly organized, validly existing and in good standing under the laws of the state of Delaware and has all requisite power to own, lease and operate its property and to carry on its business as now being conducted and is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the failure to be so qualified or licensed would have a material adverse effect on the business, assets (including intangible assets), liabilities, condition (financial or otherwise), prospects, property or results or operations (a "Material Adverse Effect") of Seller.

### **Section 3.2 AUTHORITY; NO CONFLICT; REQUIRED CONSENTS**

(a) Seller has all requisite power and authority to enter into this Agreement and to consummate the Transaction and to sell, assign, transfer and deliver all right, title and interest to the Securities free and clear of all liens and encumbrances to Buyer. The execution and delivery of this Agreement and the consummation of the Transaction have been duly authorized by all necessary partnership action on the part of Seller. Seller has duly executed and delivered this Agreement, which constitutes Seller' valid and binding obligation, enforceable in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(b) Seller' execution and delivery of this Agreement does not, and consummation of the Transaction will not, (i) conflict with, or result in any violation or breach of any provision of Seller' limited partnership agreement, (ii) result in any violation or breach of, or constitute (with or without notice or lapse of time, or both) a default (or give rise to a right of termination, cancellation or acceleration of any obligation or loss of any material benefit) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, contract or other agreement, instrument or obligation to which Seller is a party or by which any of its properties or assets may be bound, or (iii) conflict or violate any permit, concession, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Seller or any of its properties or assets, except in the case of (ii) and (iii) for any such conflicts, violations, defaults, terminations, cancellations or accelerations which would not have a Material Adverse Effect on Seller and its subsidiaries (if any), taken as a whole.

(c) No consent, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency, commission or other governmental authority or instrumentality ("Governmental Entity") is required in connection with Seller' execution and delivery of this Agreement or the consummation of the Transaction.

### **Section 3.3 NON-PUBLIC INFORMATION**

In connection with the purchase and sale of the Securities:

(a) Seller has informed Buyer that it may be in possession of material non-public information relating to Maven (including, but not limited to, financial projections and earnings information, future capital expenditures and business strategy, which may be positive or negative) and that it is not at liberty to disclose such information, and Buyer acknowledges such non-disclosure.

(b) Buyer irrevocably and unconditionally waives and releases Seller and its officers, directors, employees, agents and affiliates from all claims that the Buyer might have (whether for damages, rescission or any other relief) based on Seller's possession or non-disclosure of such material, non-public information to Buyer, and Buyer has agreed not to solicit or encourage, directly or indirectly, any other person to assert such a claim. Buyer further confirms that it understands the significance of the foregoing waiver.

### **Section 3.4 COMPLIANCE WITH LAWS**

Seller has complied with, is not in violation of, and has not received any notices of violation with respect to, any federal, state or local statute, law or regulation with respect to the conduct of its business, or the ownership or operation of its business.

### **Section 3.5 GENERAL PARTNERS' CONSENT**

Seller has obtained all general partner consents necessary to enter into this Agreement and to consummate the Transaction. Seller represents and warrants that the consent of its limited partners is not required to consummate the Transaction.

### **Section 3.6 TITLE TO SECURITIES**

Seller has valid marketable title to the Securities, free and clear of any pledge, lien, security interest, encumbrance, claim or equitable interest. Upon the sale and transfer of the Securities, and payment therefor, in accordance with the provisions of this Agreement, Buyer will acquire valid marketable title to the Securities, free and clear of any pledge, lien, security interest, encumbrance, claim or equitable interest of any kind..

## **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer hereby represents and warrants to Seller, at and as of the date of this Agreement and at and as of the Closing, as follows:

### **Section 4.1 AUTHORITY**

Buyer has the authority and capacity to enter into this Agreement.

### **Section 4.2 AUTHORIZATION**

(a) Buyer's execution and delivery of this Agreement does not, and consummation of the Transaction will not, (i) conflict with, or result in any violation or breach of any Buyer obligation, (ii) result in any violation or breach of, or constitute (with or without notice or lapse of time, or both) a default (or give rise to a right of termination, cancellation or acceleration of any obligation or loss of any material benefit) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, contract or other agreement, instrument or obligation to which Buyer is a party or by which any of its properties or assets may be bound, or (iii) conflict or violate any permit, concession, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Buyer or any of its properties or assets.

(b) Buyer's execution and delivery of this Agreement or the consummation of the Transaction does not require any consent, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other governmental authority or instrumentality ("Governmental Entity").

(c) Buyer has taken or will take all company actions necessary for the Transaction before the Closing Date. This Agreement when executed and delivered by Buyer will constitute a valid and legally binding obligation of Buyer, enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy laws or other similar laws affecting creditors' rights generally, and except insofar as the availability of equitable remedies may be limited.

### **Section 4.3 NON-PUBLIC INFORMATION**

In connection with the purchase and sale of the Securities:

(a) Buyer has informed Seller that it may be in possession of material non-public information relating to Maven (including, but not limited to, financial projections and earnings information, future capital expenditures and business strategy, which may be positive or negative) and that it is not at liberty to disclose such information, and Seller acknowledges such non-disclosure.

(b) Seller irrevocably and unconditionally waives and releases Buyer and its officers, directors, employees, agents and affiliates from all claims that Seller might have (whether for damages, rescission or any other relief) based on Buyer's possession or non-disclosure of such material, non-public information to Seller, and Seller has agreed not to solicit or encourage, directly or indirectly, any other person to assert such a claim. Seller further confirms that it understands the significance of the foregoing waiver.

### **Section 4.3 COMPLIANCE WITH LAWS**

Buyer has complied with, is not in violation of, and has not received any notices of violation with respect to, any federal, state or local statute, law or regulation with respect to the conduct of its business, or the ownership or operation of its business.

### **Section 4.4 PURCHASE OF THE SECURITIES ENTIRELY FOR OWN ACCOUNT**

Buyer represents to Seller that Buyer is purchasing the Securities for its own account and not for the account of any other person. Buyer further acknowledges that it does not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to such person or to any third person, with respect to any of the Securities. Buyer has not been formed for the specific purpose of acquiring the Securities.

### **Section 4.6 INVESTMENT EXPERIENCE**

Buyer acknowledges that it is an "accredited investor" as defined in Rule 501(a) under the Securities Act. Buyer is aware of Maven's business affairs and financial condition and has had access to and has acquired sufficient information about Maven to reach an informed and knowledgeable decision to acquire the Securities. Buyer has such business and financial experience as is required to give it the capacity to protect its own interests in connection with the purchase of the Securities.

**ARTICLE V  
CONDITIONS TO CLOSING**

**Section 5.1 CONDITIONS TO BUYER'S OBLIGATIONS**

Buyer's obligation to acquire the Securities at the Closing is subject to the fulfillment on or before the Closing Date of the following condition:

The representations and warranties made by Seller in Article III shall be true and correct when made, and shall be true and correct on the Closing Date with the same force and effect as if they had been made on and as of such date, subject to changes contemplated by this Agreement; and Seller shall have performed all obligations and conditions required to be performed or observed by it on or before the Closing Date.

**Section 5.2 CONDITIONS TO OBLIGATIONS OF SELLER**

Seller's obligation to transfer the Securities at the Closing is subject to the fulfillment on or before the Closing Date of the following condition:

The representations and warranties of Buyer in Article IV shall be true and correct when made, and shall be true and correct on the Closing Date with the same force and effect as if they had been made on and as of such date; and Buyer shall have performed all obligations and conditions required to be performed by it on or before to the Closing Date.

**ARTICLE VI  
MISCELLANEOUS**

**Section 6.1 GOVERNING LAW; JURISDICTION AND VENUE**

This Agreement shall be governed in all respects by the laws of the State of Delaware, except for its doctrines of conflicts of law. Any action brought by either Party related to the interpretation or enforcement of this Agreement shall be brought only in the state or federal courts sitting in or for Wilmington, Delaware.

**Section 6.2 SURVIVAL**

The representations, warranties, covenants and agreements made herein shall survive the closing of the transactions contemplated hereby.

**Section 6.3 SUCCESSORS AND ASSIGNS**

Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the Parties.

**Section 6.4 ENTIRE AGREEMENT; AMENDMENT**

This Agreement and any documents delivered under this Agreement constitute the full and entire understanding and agreement among the Parties with regard to their subject matter. The Parties may amend or waive any term of this Agreement (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Parties.

## Section 6.5 NOTICES AND OTHER COMMUNICATIONS

Every notice or other communication required or contemplated by this Agreement by either party shall be delivered either by (i) personal delivery, (ii) postage prepaid return receipt requested registered or certified mail or the equivalent of registered or certified mail under the laws of the country where mailed, (iii) nationally recognized overnight courier, such as Federal Express or UPS, or (iv) facsimile or e-mail with a confirmation copy sent simultaneously by postage prepaid, return receipt requested, registered or certified mail, in each case addressed to the Seller or Buyer as the case may be at the following address:

To Seller: 11100 Santa Monica Blvd. Suite 1100  
Los Angeles, CA 90025  
[EMAIL]

To Buyer: 151 San Francisco Street  
2nd Floor  
San Juan, PR 00901  
cp@percival.vc

with a copy to  
Christopher P. Flannery  
Law Office of Christopher P. Flannery, P.C.  
4 Hillman Drive  
Suite 104  
Chadds Ford, PA 19317  
cpflannerylaw@gmail.com

or at such other address as the intended recipient shall designate by written notice to the other Party (with copies to counsel as may be indicated on the signature page). Notice by registered or certified mail shall be effective on the date it is officially recorded as delivered to the intended recipient by return receipt or equivalent, and in the absence of such record of delivery, the effective date shall be presumed to have been the fifth (5th) business day after it was deposited in the mail. All notices delivered in person or sent by courier shall be deemed to have been delivered to and received by the addressee and shall be effective on the date of personal delivery; notices delivered by facsimile or email with simultaneous confirmation copy by registered or certified mail shall be deemed delivered to and received by the addressee and effective on the date sent.

## Section 6.6 DELAYS OR OMISSIONS

A Party's delay or omission to exercise any right, power or remedy accruing to that Party upon any breach or default of the other Party under this Agreement shall impair any such right, power or remedy of that Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence in such breach or default or of any similar breach or default in the future; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default whenever it occurred. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies either under this Agreement, or by law or otherwise afforded to such Party, shall be cumulative and not alternative.



**Section 6.7 SEPARABILITY OF AGREEMENTS; SEVERABILITY OF THIS AGREEMENT**

If any provision of this Agreement shall be held invalid, illegal or unenforceable by any Court or Governmental Agency, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**Section 6.8 FINDER’S FEES**

The Parties represent and warrant that they have not incurred any obligation to pay finder’s fees in connection with this Transaction.

**Section 6.9 COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Execution and delivery of this Agreement by exchange of facsimile or email copies bearing the facsimile signature of a Party shall constitute a valid and binding execution and delivery of this Agreement by such Party. Such facsimile copies shall constitute enforceable original documents.

**Section 6.10 ATTORNEYS’ FEES**

Each Party is responsible for its own legal fees and expenses incurred in the negotiation, drafting, execution and consummation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

**Dialectic Antithesis Partners, LP**

By: /s/ Bryant R. Riley  
Bryant Riley, CEO B. Riley Capital Management, LLC  
Sole Member, BR Dialectic Capital Management, LLC  
General Partner to Dialectic Antithesis Partners, LP

**Warlock Partners, LLC**

By: \_\_\_\_\_  
The Roundtable, LLC Series 1111, Managing Member

Name of Converting Party: B. Riley Principal Investments, LLC

theMaven, Inc.  
225 Liberty Street  
27<sup>th</sup> Floor  
New York, NY 10821  
Attention: Chief Financial Officer

RE: IRREVOCABLE NOTICE OF CONVERSION OF DEBENTURES DUE DECEMBER 31, 2020

Dear Sirs:

The undersigned, a holder of a 12% Senior Secured Subordinated Convertible Debenture due December 31, 2020 (the “Debenture”), issued by TheMaven, Inc. (the “Company”), hereby irrevocably elects to convert all the principal amount due under the Debenture in accordance with the terms of Section 4 of the Debenture, as of the maturity date, December 31, 2020.

Notwithstanding the fact that the interest due on the Debenture is to be paid in cash at maturity pursuant to Section 2 of the Debenture, in response to the offer of the Company, the undersigned also irrevocably agrees to convert into shares of the common stock of the Company (“Common Stock”) all the interest due to be paid through December 31, 2020 to the undersigned under the terms of the Debenture at the same conversion rate and terms (as the terms are modified herein) as for the conversion of the principal amount of the Debenture, as provided in Section 4 of the Debenture.

Upon receipt of the shares of Common Stock to be issued on conversion of the principal and interest due under the Debenture, the Debenture will be deemed fully paid and of no further force and effect, and the undersigned waives all defaults that may have occurred under the Debenture through the date of issuance of the Common Stock. The undersigned agrees that the recorded basis for the shares of Common Stock to be issued will be the conversion rate for the principal and interest amounts being converted. The undersigned agrees that no shares will be issued until it has supplied its address and tax identification information to the Company, which also may be provided by the Company to the transfer agent for the Company, American Stock Transfer and Trust Company, in accordance with applicable Federal law.

The shares of Common Stock are to be issued to the undersigned as indicated below. If, however, shares of Common Stock are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. The undersigned agrees to comply with the prospectus delivery requirements under the applicable securities laws in connection with any transfer of the aforesaid shares of Common Stock. No fee will be charged to the holder for any conversion, except for transfer taxes, if any. The undersigned agrees that the shares of Common Stock to be issued on conversion of the principal and interest amount will be issued only in book entry format, with a legend indicating a restriction on their transferability similar to the following: “THIS SECURITY HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

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By the delivery of this notice of conversion, the undersigned waives any agreement or arrangement between the Company and the undersigned that limits the issuance of Common Stock pursuant to Section 4(d) of the Debenture and any other agreement or arrangement between the Company and the undersigned that provides a similar limitation. The undersigned understands that waiver of the limitation may cause it to have to report the irrevocable conversion of the principal and interest of the Debenture provided herein and it being responsible to fulfill any other reporting obligations under Sections 13 and 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

Sincerely,

/s/ Kenneth Young

\_\_\_\_\_  
Signature of Debenture Holder

B. Riley Principal Investments, LLC

\_\_\_\_\_  
Name of Debenture Holder

\*\*\*\*\*

The below is for informational purposes only:

Principal Amount of Debenture to be Converted: \$9,876,805.56

Interest Amount of Debenture to be Converted: \$2,671,405.75

Total Number of Shares of Common Stock to be issued: 38,024,883

Exact Name to Whom the Common Stock is to be Issued: B. Riley Principal Investments, LLC

Address for Delivery of Common Stock Book Entry Notice (which will also be the record address):

B. Riley Principal Investments, LLC

11100 Santa Monica Blvd. Suite 800 Los Angeles, CA 90025

Tax Id Number (required for issuance): 30-0962033

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Name of Converting Party: B. Riley Principal Investments, LLC

theMaven, Inc.  
225 Liberty Street  
27<sup>th</sup> Floor  
New York, NY 10821  
Attention: Chief Financial Officer

RE: IRREVOCABLE NOTICE OF CONVERSION OF DEBENTURES DUE DECEMBER 31, 2020

Dear Sirs:

The undersigned, a holder of a 12% Senior Secured Subordinated Convertible Debenture due December 31, 2020 (the “Debenture”), issued by TheMaven, Inc. (the “Company”), hereby irrevocably elects to convert all the principal amount due under the Debenture in accordance with the terms of Section 4 of the Debenture, as of the maturity date, December 31, 2020.

Notwithstanding the fact that the interest due on the Debenture is to be paid in cash at maturity pursuant to Section 2 of the Debenture, in response to the offer of the Company, the undersigned also irrevocably agrees to convert into shares of the common stock of the Company (“Common Stock”) all the interest due to be paid through December 31, 2020 to the undersigned under the terms of the Debenture at the same conversion rate and terms (as the terms are modified herein) as for the conversion of the principal amount of the Debenture, as provided in Section 4 of the Debenture.

Upon receipt of the shares of Common Stock to be issued on conversion of the principal and interest due under the Debenture, the Debenture will be deemed fully paid and of no further force and effect, and the undersigned waives all defaults that may have occurred under the Debenture through the date of issuance of the Common Stock. The undersigned agrees that the recorded basis for the shares of Common Stock to be issued will be the conversion rate for the principal and interest amounts being converted. The undersigned agrees that no shares will be issued until it has supplied its address and tax identification information to the Company, which also may be provided by the Company to the transfer agent for the Company, American Stock Transfer and Trust Company, in accordance with applicable Federal law.

The shares of Common Stock are to be issued to the undersigned as indicated below. If, however, shares of Common Stock are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. The undersigned agrees to comply with the prospectus delivery requirements under the applicable securities laws in connection with any transfer of the aforesaid shares of Common Stock. No fee will be charged to the holder for any conversion, except for transfer taxes, if any. The undersigned agrees that the shares of Common Stock to be issued on conversion of the principal and interest amount will be issued only in book entry format, with a legend indicating a restriction on their transferability similar to the following: “THIS SECURITY HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

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By the delivery of this notice of conversion, the undersigned waives any agreement or arrangement between the Company and the undersigned that limits the issuance of Common Stock pursuant to Section 4(d) of the Debenture and any other agreement or arrangement between the Company and the undersigned that provides a similar limitation. The undersigned understands that waiver of the limitation may cause it to have to report the irrevocable conversion of the principal and interest of the Debenture provided herein and it being responsible to fulfill any other reporting obligations under Sections 13 and 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

Sincerely,

/s/ Kenneth Young

\_\_\_\_\_  
Signature of Debenture Holder

B. Riley Principal Investments, LLC

\_\_\_\_\_  
Name of Debenture Holder

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The below is for informational purposes only:

Principal Amount of Debenture to be Converted: \$114,000.00

Interest Amount of Debenture to be Converted: \$26,482.72

Total Number of Shares of Common Stock to be issued: 351,207

Exact Name to Whom the Common Stock is to be Issued: B. Riley Principal Investments, LLC

Address for Delivery of Common Stock Book Entry Notice (which will also be the record address):

B. Riley Principal Investments, LLC

11100 Santa Monica Blvd. Suite 800 Los Angeles, CA 90025

Tax Id Number (required for issuance): 30-0962033

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Name of Converting Party: BRC Partners Opportunity Fund, LP

theMaven, Inc.  
225 Liberty Street  
27<sup>th</sup> Floor  
New York, NY 10821  
Attention: Chief Financial Officer

RE: IRREVOCABLE NOTICE OF CONVERSION OF DEBENTURES DUE DECEMBER 31, 2020

Dear Sirs:

The undersigned, a holder of a 12% Senior Secured Subordinated Convertible Debenture due December 31, 2020 (the “Debenture”), issued by TheMaven, Inc. (the “Company”), hereby irrevocably elects to convert all the principal amount due under the Debenture in accordance with the terms of Section 4 of the Debenture, as of the maturity date, December 31, 2020.

Notwithstanding the fact that the interest due on the Debenture is to be paid in cash at maturity pursuant to Section 2 of the Debenture, in response to the offer of the Company, the undersigned also irrevocably agrees to convert into shares of the common stock of the Company (“Common Stock”) all the interest due to be paid through December 31, 2020 to the undersigned under the terms of the Debenture at the same conversion rate and terms (as the terms are modified herein) as for the conversion of the principal amount of the Debenture, as provided in Section 4 of the Debenture.

Upon receipt of the shares of Common Stock to be issued on conversion of the principal and interest due under the Debenture, the Debenture will be deemed fully paid and of no further force and effect, and the undersigned waives all defaults that may have occurred under the Debenture through the date of issuance of the Common Stock. The undersigned agrees that the recorded basis for the shares of Common Stock to be issued will be the conversion rate for the principal and interest amounts being converted. The undersigned agrees that no shares will be issued until it has supplied its address and tax identification information to the Company, which also may be provided by the Company to the transfer agent for the Company, American Stock Transfer and Trust Company, in accordance with applicable Federal law.

The shares of Common Stock are to be issued to the undersigned as indicated below. If, however, shares of Common Stock are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. The undersigned agrees to comply with the prospectus delivery requirements under the applicable securities laws in connection with any transfer of the aforesaid shares of Common Stock. No fee will be charged to the holder for any conversion, except for transfer taxes, if any. The undersigned agrees that the shares of Common Stock to be issued on conversion of the principal and interest amount will be issued only in book entry format, with a legend indicating a restriction on their transferability similar to the following: “THIS SECURITY HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

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By the delivery of this notice of conversion, the undersigned waives any agreement or arrangement between the Company and the undersigned that limits the issuance of Common Stock pursuant to Section 4(d) of the Debenture and any other agreement or arrangement between the Company and the undersigned that provides a similar limitation. The undersigned understands that waiver of the limitation may cause it to have to report the irrevocable conversion of the principal and interest of the Debenture provided herein and it being responsible to fulfill any other reporting obligations under Sections 13 and 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

Sincerely,

/s/ Bryant R. Riley

Signature of Debenture Holder

BRC Partners Opportunity Fund, LP

Name of Debenture Holder

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The below is for informational purposes only:

Principal Amount of Debenture to be Converted: \$1,514,722.22

Interest Amount of Debenture to be Converted: \$409,690.93

Total Number of Shares of Common Stock to be issued: 5,831,555

Exact Name to Whom the Common Stock is to be Issued: BRC Partners Opportunity Fund, LP

Address for Delivery of Common Stock Book Entry Notice (which will also be the record address):

BRC Partners Opportunity Fund, LP

11100 Santa Monica Blvd. Suite 800 Los Angeles, CA 90025

Tax Id Number (required for issuance): 47-4031182

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**JOINT FILING AGREEMENT**

Pursuant to and in accordance with the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (the “Exchange Act”) the undersigned hereby agree to the joint filing on behalf of each of them of any filing required by such party under Section 13 of the Exchange Act or any rule or regulation thereunder (including any amendment, restatement, supplement, and/or exhibit thereto) with respect to securities of TheMaven, Inc., a Delaware corporation, and further agree to the filing, furnishing, and/or incorporation by reference of this Joint Filing Agreement as an exhibit thereto. Each of the Reporting Persons is responsible for the timely filing of such filings and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; but none of them is responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate. This Agreement shall remain in full force and effect until revoked by any party hereto in a signed writing provided to each other party hereto, and then only with respect to such revoking party. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument.

Dated: January 7, 2021

**B. RILEY FINANCIAL, INC.**

By: /s/ Bryant R. Riley  
 Name: Bryant R. Riley  
 Title: Co-Chief Executive Officer

**BRC PARTNERS OPPORTUNITY FUND, LP**

By: /s/ Bryant R. Riley  
 Name: Bryant R. Riley  
 Title: Chief Investment Officer

**BRC PARTNERS MANAGEMENT GP, LLC**

By: B. Riley Capital Management, LLC, its sole member

By: /s/ Bryant R. Riley  
 Name: Bryant R. Riley  
 Title: Chief Executive Officer

**B. RILEY CAPITAL MANAGEMENT, LLC**

By: /s/ Bryant R. Riley  
 Name: Bryant R. Riley  
 Title: Chief Executive Officer

**B. RILEY PRINCIPAL INVESTMENTS, LLC**

By: /s/ Daniel Shribman  
 Name: Daniel Shribman  
 Title: President

**BRF FINANCE CO., LLC**

By: /s/ Daniel Shribman  
 Name: Daniel Shribman  
 Title: Chief Investment Officer

/s/ Bryant R. Riley  
 Bryant R. Riley