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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 6-250)  
Zeal Media, Inc

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State California  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: LookSmart, Ltd.  
Internal Address: \_\_\_\_\_  
Street Address: 625 Second Street  
City: San Francisco State: CA ZIP: 94107

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: October 27, 2000

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)  
75/693443  
75/979734

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Joanne R. Scully  
Internal Address: Wilson Sonsini Goodrich & Rosati  
Professional Corporatoin  
Street Address: 650 Page Mill Road  
City: Palo Alto State: CA ZIP: 94304

6. Total number of applications and registrations involved: .....2

7. Total fee (37 CFR 3.41)..... \$ 65.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
23-2415 Attn: 18166-TM1031/34  
(Attach duplicate copy of this page if paying by deposit account)

06/27/2001 DBYRNE 00066119 75693443  
01 FE:401 40.00 EP  
02 FE:402 25.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Joanne R. Scully                      Joanne R. Scully                      June 20, 2001  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

# ASSIGNMENT AGREEMENT

## REGISTERED TRADEMARKS AND APPLICATIONS

**THIS ASSIGNMENT AGREEMENT** (the "Agreement"), dated as of October 27, 2000, is made and entered into by and between LOOKSMART, LTD., a Delaware corporation (hereinafter "Assignee") having offices at 625 Second Street, San Francisco, California 94107, and ZEAL MEDIA, INC., a California corporation ("Assignor") having offices at 8929 Lindblade Street, Culver City, California 90232;

**WHEREAS**, Assignor is the owner of the trademark registrations and applications identified in Schedule A attached hereto ("Trademark Registrations and Applications");

**WHEREAS**, Assignee is desirous of acquiring the entire right, title and interest in and to the said Trademark Registrations and Applications;

**WHEREAS**, Assignor has agreed to transfer such Trademark Registrations and Applications to Assignee in connection with the Agreement and Plan of Merger dated as of September 28, 2000, by and between Assignor, Assignee and LS Acquisition, Inc., a Delaware corporation ("Merger Agreement"); and

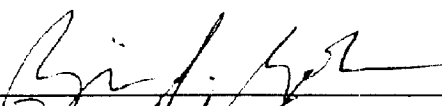
**WHEREAS**, the Merger Agreement relates to that portion of Assignor's business to which the Trademark Registrations and Applications pertain.

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

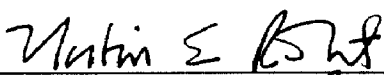
1. Assignor does hereby grant, assign, and convey unto the said Assignee:
  - (i) its entire right, title and interest in and to the said Trademark Registrations and Applications;
  - (ii) the trademarks shown in the said applications; and
  - (iii) the right of Assignor to conduct business under said trademarks and the right to sue for past infringements of said marks.
2. Assignor agrees to take such further actions and to execute such other documents, at Assignee's request and expense, reasonably necessary to vest in and perfect for the benefit of Assignee, the right, title and interest hereby granted, assigned and conveyed.
3. Upon execution of this Assignment, and except as provided above, Assignor shall have no obligations regarding the assigned trademarks, and Assignee shall bear the costs for the recordation of the assignment and the further prosecution and maintenance of the assigned trademarks.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement on the day and year first above written.

ZEAL MEDIA, INC.

By:   
Name: BRIAN A. GOLAN  
Title: Chief Executive Officer

LOOKSMART, LTD.

By:   
Name: Martin E Roberts  
Title: Vice President

## SCHEDULE A

1. Assignor's United States and Foreign Trademark Registrations, Applications, Material Unregistered Trademarks and Intellectual Property Rights include:

- (a) ZEAL (Serial No. 75/693443) – Suspended application in the United States Patent and Trademark Office, filed on April 29, 1999.
- (b) ZEAL (Serial No. 75/979734) - Suspended application in the United States Patent and Trademark Office, filed on April 26, 1999.
- (c) ZEAL (Application No. 1364934) – Pending in the European Union (CTM), filed on October 29, 1999.
- (d) ZEAL (Application No. 1034641) – Pending in Canada, Filed on November 3, 1999.
- (e) SLANTED BLACK OVAL WITH THE WORD ZEAL IN WHITE (Stylized Lettering) (Registration No. 035348) – Registered in the Arizona State Trademark Office, issued on April 4, 1995.
- (f) ZEAL (Trade Name Registration No. 141628) - Expired registration as a trade name in the State of Arizona, issued on March 27, 1995