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102432885

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

1. Name of conveying party(ies):
 Wisenut, Inc. **4.25.03**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Delaware
 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: April 2, 2002

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

A. Trademark Application No.(s)
 Mark: WISENUT
 Serial No.: 75/933,086

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
 Mark: SEARCH.EXACTLY.
 Reg. No.: 2639264
 Mark: DESIGN (FACE WITH MONOCL)
 Reg. No.: 2585396

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

Name: Wilson Sonsini Goodrich & Rosati
 Internal Address: Trademark Docket
Joseph G. Adams

 Street Address: 650 Page Mill Road

 City: Palo Alto State: CA ZIP: 94304

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) 90.00

Enclosed
 Authorized to be charged to deposit account

8. If the fee is insufficient please charge deposit account number:
23-2415 Attn: 18166-900
 (Attach duplicate copy of this page if paying by deposit account)

OFFICE OF PUBLIC RECORDS
 APR 25 AM 10:55
 FINANCE SECTION

04/25/2003 DBYRNE 00000170 75933086 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.

Joseph G. Adams April 18, 2003
 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

TRADEMARK
 REEL: 002718 FRAME: 0974

ASSIGNMENT AGREEMENT

REGISTERED TRADEMARKS AND APPLICATIONS

THIS ASSIGNMENT AGREEMENT (the "Agreement"), dated as of April 2, 2002, 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 WISENUT, INC., a Delaware corporation ("Assignor") having offices at 1333 Lawrence Expressway, Suite 269, Santa Clara, California 95051;

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 March 7, 2002, by and between Assignor, Assignee and WN Acquisition Sub, Inc., a Delaware corporation ("Merger Agreement"); and

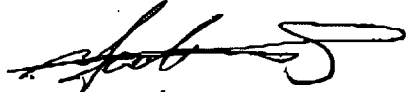
WHEREAS, the Merger Agreement relates to that portion of Assignor's business to which the Trademark Registrations and Applications pertain.

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.

WISENUT, INC.

By: 
Name: YEOGZRL YUN
Title: founder

LOOKSMART, LTD.

By: 
Name: Martin E. Roberts
Title: V.P. General Counsel + Secretary

SCHEDULE A

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

- (a) WISENUT (Stylized), Serial No. 75/933,086, Class 42, Intent to Use Application filed with the United States Patent and Trademark Office on February 22, 2002.
- (b) SEARCH. EXACTLY., Serial No. 76/337,990, Class 42, Application for Registration filed with the United States Patent and Trademark Office on November 14, 2001.
- (c) Professor Logo (Miscellaneous Design), Serial No. 76/338,544, Class 42, Application for Registration filed with the United States Patent and Trademark Office on November 14, 2001.