

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	04/22/2004		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BioNetSystems, LLC		03/16/2007	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	LookSmart, Ltd.		
Street Address:	625 Second Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2153282	NET NANNY	
Registration Number:	2618603	PC NANNY	
CORRESPONDENCE DATA			
Fax Number:	(310)820-5988		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-207-3800		
Email:	janet_gass@bstz.com		
Correspondent Name:	Norman Zafman, Esq./Blakely Sokoloff		
Address Line 1:	12400 Wilshire Boulevard		
Address Line 2:	Suite 700		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
ATTORNEY DOCKET NUMBER:	06441.G019		
NAME OF SUBMITTER:	Norman Zafman		

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Signature:	/Norman Zafman/
Date:	03/19/2007
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NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS

AND

THE UNITED STATES AND FOREIGN REGISTRATIONS THEREOF

WHEREAS, prior to April 22, 2004, BioNetSystems, LLC, a limited liability company organized and existing under the laws of the State of Washington, having a principal place of business at 1605 NW Sammamish Road, Suite 105, Issaquah, Washington 98027 ("ASSIGNOR"), acquired, adopted and used, and thereby, owned all rights, titles and interests in and to the trademarks, and United States and Canadian Registrations thereof, identified in Exhibit A attached hereto and by this reference incorporated herein (the "Marks" and "Registrations," respectively), along with the goodwill of the businesses appurtenant to the Marks; and

WHEREAS, pursuant to a certain "Asset Purchase Agreement" dated April 22, 2004, LookSmart, Ltd., a corporation organized and existing under the laws of the State of Delaware, having a principal place of business at 625 Second Street, San Francisco, California 94107 ("ASSIGNEE"), acquired from ASSIGNOR its entire rights, titles and interests in and to the Marks and Registrations identified in Exhibit A and the goodwill associated with the Marks; and

WHEREAS, by oversight, instruments of assignment were not executed by ASSIGNOR for recordation with the United States Patent & Trademark Office ("USPTO") and the Canadian Intellectual Property Office ("CIPO"), so as to duly make ASSIGNEE's ownership of all rights, titles and interests in the Marks and Registrations of record in both of said countries; and

WHEREAS, ASSIGNEE desires to make its ownership of the Marks and the Registrations thereof of record in the USPTO and the CIPO, nunc pro tunc, April 22, 2004; and

WHEREAS, ASSIGNOR is willing to execute this instrument of assignment for the following purposes (i) to document formally the assignment of the Marks and Registrations thereof from ASSIGNOR to ASSIGNEE, nunc pro tunc, April 22, 2004, and (ii) to enable ASSIGNEE to make its ownership of the Marks and Registrations thereof of record in the USPTO and the CIPO.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey and transfer unto ASSIGNEE, its successors, assigns and legal representatives, the full and entire right, title and interest in and to each of the Marks, together with the goodwill of the business symbolized by the Marks and the corresponding Registrations thereof, nunc pro tunc, April 22, 2004. The foregoing assignment includes, without limitation, any and all causes of action for any and all legal and equitable remedies to which ASSIGNOR may be entitled as a consequence of the infringement of the Marks by third parties, if any, which causes of action may have arisen prior to April 22, 2004.

ASSIGNOR hereby represents and warrants that, on April 22, 2004, (i) it was the sole owner of the Marks and the goodwill symbolized thereby and the Registrations thereof; (ii) the Registrations thereof were not obtained fraudulently or contrary to any provision of Title 15, Chapter 22 of the United States Code, or any provision of the trademark laws of Canada; (iii) the United States Registrations were not the subject of any cancellation proceedings in the USPTO; (iv) it had not theretofore granted a license to any other party to use any of the Marks; (v) it was not aware of any third party who had asserted a claim of any ownership right, title or interest in any of the Marks or the Registrations, or any other rights or interests therein which were adverse to those of ASSIGNOR; and (vi) it was not a party to any prior agreement, nor had it made any informal commitment or reached any understanding, with any other person or legal entity relating to the Marks and Registrations which would have been breached or otherwise violated by the foregoing assignment of the Marks and Registrations. In this connection, ASSIGNOR states that it makes no other representations or warranties, expressed or implied, except as specifically set forth herein.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment with the USPTO and the CIPO, so as to establish ASSIGNEE as owner of record of the Marks and Registrations in each of said jurisdictions.

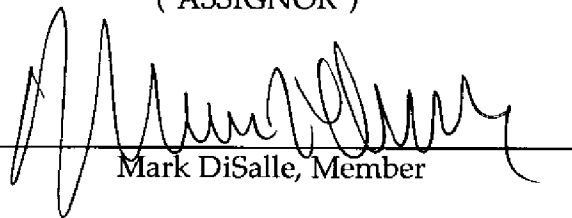
ASSIGNOR further agrees, at the request of ASSIGNEE, and without charge or cost to ASSIGNEE, to (i) execute and have executed any and all other documents of any kind whatsoever; (ii) provide whatever information may be required to carry out the terms and intent of this Assignment; and (iii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the USPTO and the CIPO, whereby ASSIGNEE's ownership of the Marks and Registrations thereof are duly made of record in the USPTO and the CIPO.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below, effective, nunc pro tunc, April 22, 2004.

BIONETSYSTEMS, LLC
("ASSIGNOR")

Date: March 16, 2007

By: _____



Mark DiSalle, Member

EXHIBIT A

UNITED STATES REGISTRATIONS

Trademark	Registration No.	Registration Date
NET NANNY & DESIGN	2,153,282	April 28, 1998
PC NANNY	2,618,603	September 10, 2002

CANADIAN REGISTRATIONS

Trademark	Registration No.	Registration Date
NET NANNY & DESIGN	TMA47220	March 6, 1997
PC NANNY	TMA512824	July 14, 1999