

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LookSmart, Ltd.		06/17/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Korea Wisenut
Street Address:	1009-1 Kaechi-dong
Internal Address:	Kangham-gu
City:	Seoul
State/Country:	KOREA, DEMOCRATIC PEOPLE'S REPUBLIC OF
Entity Type:	CORPORATION: KOREA, DEMOCRATIC PEOPLE'S REPUBLIC OF

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2867032	WISENUT
Registration Number:	2585396	

CORRESPONDENCE DATA	
Fax Number:	(822)340-4610
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	82234036100
Email:	yeogirl@gmail.com
Correspondent Name:	Korea Wisenut
Address Line 1:	1009-1 Daechi-dong
Address Line 2:	Kangnam-gu
Address Line 4:	San Francisco, KOREA, DEMOCRATIC PEOPLE'S REPUBLIC OF

DOMESTIC REPRESENTATIVE	
Name:	Se-Hyuk (S.H.) Yim
Address Line 1:	9600 Long Point

OP \$65.00 2867032

Address Line 2: Suite 226
Address Line 4: houston, TEXAS 77055

NAME OF SUBMITTER:	Margaret Robbins
Signature:	/margaretrobbins/
Date:	06/18/2008

Total Attachments: 6

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DOMAIN AND TRADEMARK ASSIGNMENT

THIS DOMAIN AND TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 09th day of June 2008, by and between LookSmart, Ltd., having its principal place of business at 625 Second Street, San Francisco, CA 94107 ("Assignor"), and Korea WISEnut, Inc., having its principal place of business at 1009-1, Daechi-dong, Kangnam-gu, Seoul, Korea ("Assignee").

WITNESSETH

WHEREAS, Assignor has registered, and renewed and is listed as the current registrant of the domain name "wisenu.com, wisenu.net, wisenuts.com, wisenutbot.com and wizenut.net" (the "Domain"); and

WHEREAS, Assignor owns federal trademark Registration No. 2,867,032 (the "Registration") for the trademark "Wisenu" (the "Mark"); and

WHEREAS, Assignor owns federal trademark Registration No. 2,585,396 (the "Design Registration") for the miscellaneous design mark (Face with Monical) (the "Design Mark"); and

WHEREAS, Assignee desires to purchase from Assignor and Assignor desires to assign to Assignee all of its right, title, and interest in and to the Domain, Mark, Design Mark, Registration and Design Registration;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment to Assignee.

- 1.1. Subject to payment of the Purchase Price, Assignor hereby transfers and assigns all of its right, title, and interest in and to the Domain and the registration thereof to Assignee.
- 1.2. Subject to payment of the Purchase Price, Assignor hereby transfers and assigns to Assignee all of its right, title, and interest in and to the Mark and Registration, together with the goodwill of the business symbolized by the Mark and the right to recover for damages and profits and other remedies for past infringement of the Mark.
- 1.3. Subject to payment of the Purchase Price, Assignor hereby transfers and assigns to Assignee all of its right, title, and interest in and to the Design Mark and Design Registration, together with the goodwill of the business symbolized by the Design Mark

and the right to recover for damages and profits and other remedies for past infringement of the Design Mark.

- 1.4. Subject to payment of the Purchase Price, Assignor hereby agrees to execute and deliver to Assignee further documents and instruments, and to perform further acts, as deemed necessary to vest in Assignee all right, title, and interest in and to the Domain, Mark, Design Mark, Registration and Design Registration and to enable such right, title, and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States.
2. Net Purchase Price. Assignee will pay Assignor the sum of TWO HUNDRED AND TWENTY THOUSAND DOLLARS (\$220,000) (the "Net Purchase Price") as total and full consideration for assignment of the Domain, Mark, Design Mark, Registration and Design Registration and other terms of this Assignment after TAX as mentioned in Article 6.
 - 2.1. The Net Purchase Price will be in escrow to ESCROW.COM, Internet Escrow Service (the "ESCROW.COM") assigned by both parties, within one(1) business days after receiving in pdf file type by e-mail this Assignment signed by an authorized officer of both parties. After Assignor has completely finished vesting in Assignee all right, title, and interest in and to the Domain, Mark, Design Mark, Registration and Design Registration (together with all necessary registrations before the relevant governmental or non-governmental agencies) within five(5) business days, Assignee will confirm to pay the "Net Purchase price" to Assignor through the "ESCROW.COM" in immediately available funds to an account specified by Assignor.
 - 2.2. Assignee will pay the sum of TWO THOUSAND AND EIGHT DOLLARS(\$2,008) to the "ESCROW.COM" as the escrow service fee of this transaction.
3. Representations by Assignor. As used in this section, the term "IP Assets" is defined as the Domain, Mark, Design Mark, Registration, and Design Registration, collectively.
 - 3.1. Valid Rights. Assignor is the owner of the IP Assets. The IP Assets are not subject to any liens.
 - 3.2. Registration/Renewal. All necessary registration, maintenance and renewal fees currently due in connection with the IP Assets have been paid and all necessary documents, recordations and certificates in connection with the IP Assets have been filed with the relevant trademark or other authorities in the United States for the purposes of maintaining the IP Assets.
 - 3.3. Litigation/Judgments. There are no claims, investigations, arbitrations, grievances, litigation, actions, suits and proceedings, administrative or judicial, pending or, to the knowledge of Assignor, threatened against Assignor arising out of or relating to the IP Assets, at law or in equity, or before any governmental authority or arbitrator.

4. Miscellaneous.

- 4.1. Attorney's Fees. Whether or not the transactions contemplated by this Assignment are consummated, and except as otherwise expressly provided in this Assignment, each of the parties hereto will pay its own expenses incurred by it or on its behalf in connection with this Assignment or any transactions contemplated by this Assignment. Notwithstanding the foregoing, in any legal action or another proceeding brought to enforce or interpret the terms of this Assignment, the prevailing party or parties shall be entitled to reasonable attorney's fees and other costs and expenses incurred in that proceeding and in any subsequent appeals, in addition to any other relief to which it is entitled.
- 4.2. Assignment. The parties acknowledge that neither party may assign this Assignment or the rights hereunder without the prior written consent of the other party, except that either party may assign to the surviving entity of a merger all or substantially all of the assets or stock of said party.
- 4.3. Governing Law. This Assignment shall, regardless of the places of physical execution, be interpreted and construed according to and under the laws and statutes of the State of California.
- 4.4. Modification and Severability. This Assignment constitutes the complete understanding of the parties and no other representations concerning this Assignment shall be binding. No alteration, modification, or waiver of any provision in this Assignment shall be valid unless in writing and signed by both parties. If any provision of this Assignment is found to be invalid, unenforceable or illegal, the remaining terms and provisions shall remain valid and enforceable. Each party represents and warrants that they have read this Assignment and fully understand its terms, and recognize that they have the right, and are well-advised, to consult with knowledgeable legal counsel prior to signing below.
5. Notices. All notices, requests, demands, reports, statements, and other communications pursuant to this Assignment shall be in writing and shall be deemed to have been duly given on the date of service if served personally, or on the second day after mailing if mailed by first-class mail, registered or certified, postage prepaid, and properly addressed as follows:
6. Tax. Each party shall bear any and all taxes imposed by the competent tax authorities in each party's own jurisdiction provided, however, that in the event any tax becomes due or is required to be withheld by reason of this Assignment under any applicable Korean laws, regulations and/or relevant tax treaties, Assignee shall withhold such taxes and pay on behalf of Assignor, in which case Assignee shall provide Assignor with copies of relevant receipts showing all amounts withheld and paid according to the relevant laws, regulations and/or tax treaties.

To Assignor:

LookSmart, Ltd.

Attn: _____

625 Second Street

San Francisco, CA 94107

To Assignee:

Korea WISEnut, Co., Ltd.

Attn : _____

6F, Korea Land Corp. Bldg.

1009-1, Daechi-dong, Kangnam-gu, Seoul, 135-280, Korea

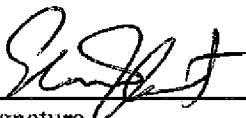
IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment effective the day and year above written.

Assignor:

LOOKSMART, LTD

Assignee:

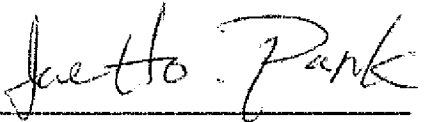
Korea WISEnut, Inc.



Signature

EDWARD F. WEST
Printed name and title

6-12-08
Date



Signature

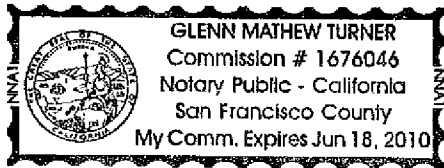
Jae Ho. Park. CEO.
Printed name and title

06-09-2008
Date

CERTIFICATE OF ACKNOWLEDGEMENT

State of California }
County of San Francisco } ss.

On June, 2008, before me, the undersigned Notary Public, personally appeared EDWARD F WEST, proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



[SEAL]

WITNESS my hand and official seal.

A handwritten signature in black ink, appearing to read "Glenn Mathew Turner", written over a horizontal line.

Notary Public, State of California

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO

On JUNE 12, 2008 before me, GLENN MATHEW TURNER, Notary Public

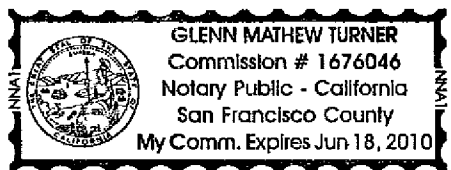
personally appeared EDWARD F WEST

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Domain AND TRADEMARK ASSIGNMENT

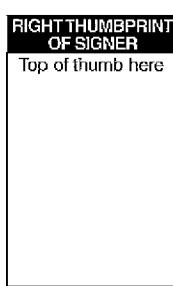
Document Date: 6/9/2008 Number of Pages: 5

Signer(s) Other Than Named Above: JCE HO Park

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____