

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Teknision Inc.		11/04/2013	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Synacor, Inc.		
Street Address:	40 La Riviere Drive		
Internal Address:	Suite 300		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77232597	TEKNISION	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	chirschberg@synacor.com		
Correspondent Name:	Cynthia J. Hirschberg, Synacor, Inc.		
Address Line 1:	40 La Riviere Drive		
Address Line 2:	Suite 300		
Address Line 4:	Buffalo, NEW YORK 14202		
NAME OF SUBMITTER:	Cynthia J. Hirschberg		
Signature:	/Cynthia J. Hirschberg/		
Date:	01/07/2014		

Total Attachments: 5

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement"), dated as of November 4, 2013 (the "**Effective Date**") is by and among Teknision Inc., a Canadian corporation ("**Seller**"), Gabor Vida, Anthony MacDonell and Stephen MacKenzie (together, the "**Founders**") and Synacor, Inc., a Delaware corporation ("**Buyer**").

WHEREAS, Seller is the owner of technology relating to software applications and customizations for multiple platforms including Android and the web (including an Android launcher platform that can aggregate both native and web widgets), collectively the "**Technology**" and all intellectual property associated therewith, including all Patents, Copyrights, Trademarks, Technical Information (each, as defined below) and other intellectual property rights therein (collectively, the "**Intellectual Property**", and together with the Technology and certain other items described in Section 1.1 below, the "**Purchased Assets**"); and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, the Purchased Assets, upon the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
PURCHASE AND SALE**

1.1 Description of Assets to Be Acquired by Buyer

Subject to the terms and conditions set forth in this Agreement, Seller hereby conveys, sells, transfers, assigns and delivers to Buyer, and Buyer hereby purchases, receives and accepts from Seller, all of the Purchased Assets, including the Technology and all of the Intellectual Property associated with the Technology, including, but not limited to, the following:

- (a) **Patents**. All inventions, U.S., Canada and foreign issued patents, patent applications, and any registrations thereof, patents granted thereon or issuing therefrom (including all reissues, divisionals, continuations, continuations-in-part, extensions and re-examinations thereof), together with any additional patent applications or issued patents claiming priority to any of the foregoing ("**Patents**"), in each case, which relate to the Technology or are otherwise required or useful for or incident to the Technology and in which Seller has any right or interest, including but not limited to the Patents listed on Schedule 2.1(f)(i);
- (b) **Copyrights**. All registered and unregistered U.S., Canada and foreign works of authorship, fixed in any tangible medium of expression, regardless of the availability of copyright protection, including all copyrights, derivative works and moral rights recognized by law which are assignable, and all applications to

register and renewals of any of the foregoing, and all other rights in connection therewith, including, without limitation, the right to file applications for statutory protections in all domestic and foreign jurisdictions ("**Copyrights**"), in each case, to the extent related to, used in or held for use in connection with the Technology, and in which Seller has any right or interest, including but not limited to the Copyrights listed on Schedule 2.1(f)(i);

- (c) **Trademarks**. All registered and unregistered trademarks, service marks, certification marks, brand names, trade names, trade dress, logos and domain names, and all registrations and renewals thereof and pending applications therefor throughout the world, together with the goodwill appurtenant thereto or symbolized thereby ("**Trademarks**"), in each case, related to, used in or held for use in connection with the Technology, including but not limited to the Trademarks listed on Schedule 2.1(f)(i);
- (d) **Technical Information**. All trade secrets, know-how and other confidential or proprietary information (collectively, the "**Technical Information**"), in each case, which relate to the Technology or are otherwise required or useful for or incident to the development, modification, maintenance, support, promotion or commercialization of the Technology, together with all ancillary rights thereto;
- (e) **Contracts**. All claims and rights under the contracts and license agreements listed on Schedule 2.1 (f)(iii) and Schedule 2.1(f)(iv) (collectively, the "**Contracts**");
- (f) **Software**. All software related to, used in, or held for use in connection with current or prior versions of the Technology (including source code, object code, annotated code, binaries, scripts, tags, build files, specifications, and configuration files) and all modifications, enhancements, fixes, updates, upgrades, bypasses and workarounds relating thereto ("**Software**");
- (g) **Documentation**. All documentation (internal and external) related to building, enhancing, testing, deploying, troubleshooting, supporting, maintaining, monitoring or upgrading the Software, including support tickets, enhancement requests, knowledge-base or wiki content, requirements documents (both already implemented and future), test cases, test plans, test scripts, and technical artifacts ("**Documentation**");
- (h) **Moral Rights**. To the extent allowed by law, the Intellectual Property shall include all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights", "artist's rights", "droit moral", or the like in and to the Technology (collectively, "**Moral Rights**"). To the extent that Seller retains any such Moral Rights under applicable law, Seller hereby waives and provides any necessary waivers of such Moral Rights and consents and provides all necessary consents to any action with respect to such Moral Rights by or authorized by Buyer. Seller agrees that it will confirm any such waivers and consents from time-to-time as requested by Buyer;

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

BUYER:

SYNACOR, INC.

By:

Name:

Title:

William J. Stuart

William J. Stuart
CEO

SELLER:

TEKNISION INC.

By:

Name: _____

Title: _____

FOUNDERS:

Witness _____

GABOR VIDA

Witness _____

ANTHONY MACDONELL

Witness _____

STEPHEN MACKENZIE

[Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.


BUYER:

SYNACOR, INC.


By: _____
Name:
Title:

SELLER:


TEKNISION INC.

By: 
Name: *GABOR VIDA*
Title: *President*

FOUNDERS:



Witness



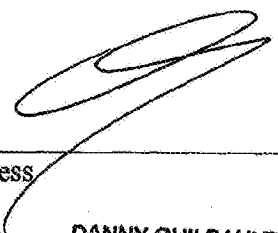
GABOR VIDA



Witness



ANTHONY MACDONELL



Witness



STEPHEN MACKENZIE

DANNY GUILBAULT
BARRISTER & SOLICITOR
VINCENT DAGENAIS GIBSON LLP
260 DALHOUSIE STREET, SUITE 400
OTTAWA, ONTARIO
K1N 7E4

Schedule 2.1(f)(i)

(1) all Intellectual Property relating to, used in, or held for use in connection with the Purchased Assets ("**Company IP**") that is owned by or exclusively licensed to Seller and which is subject to any issuance, registration, application or other filing by, to or with any governmental entity or authorized private registrar in any jurisdiction, including registered Trademarks (including domain names), registered Copyrights, issued and reissued Patents, and pending applications for any of the foregoing ("**Intellectual Property Registrations**"), (2) with respect to such Intellectual Property Registrations, the title, application number, filing date, priority date, registration number, registration or issue date, jurisdiction of filing, and any deadlines with respect to such filings due within one hundred eighty (180) days after the Closing Date, and (3) general description of all other Intellectual Property owned by or exclusively licensed to Seller:

- (a) Trademark of the name "Teknision"
 - (i) US: 77-232,597
 - (ii) Canada: TMA688,581
- (b) PCT/CA2013/000004 Method and System for Dynamically Assignable User Interface
- (c) PCT/CA2013/000759 Method and System for Transferable Customized Contextual Interfaces
- (d) US Method and System for Configuring Selection of Contextual Dashboards
- (e) URL: www.teknision.com
- (f) URL: www.weareembedded.com
- (g) All Background IP as outlined in contracts, agreements and statements of work.