

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302087

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Syncapse Corporation		09/03/2013	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Looksmart Canada Ltd.		
Street Address:	90 Adelaide Street West		
Internal Address:	Suite 701		
City:	Toronto ON M5H 3V9		
State/Country:	CANADA		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4097772	SYNCAPSE	
Registration Number:	4065871	SYNCAPSE	
Registration Number:	3489575	CLICKABLE	
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>			
Phone:	9175661003		
Email:	legal@tmthepot.com		
Correspondent Name:	Laurie Marshall		
Address Line 1:	562 West End Avenue		
Address Line 4:	New York, NEW YORK 10024		
DOMESTIC REPRESENTATIVE			
Name:	Laurie Marshall		
Address Line 1:	562 West End Avenue, Suite 4A		
Address Line 4:	New York, NEW YORK 10024		
NAME OF SUBMITTER:	Michael Onghai		
SIGNATURE:	/Michael Onghai/		
DATE SIGNED:	04/20/2014		

OP \$90.00 4097772

Total Attachments: 11

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Item 2.01 Completion of Acquisition or Disposition of Assets

On September 3, 2013 LOOKSMART CANADA LIMITED, a wholly owned subsidiary of registrant LookSmart, Ltd, was granted court approval by the Ontario Superior Court of Justice [Commerical List] to complete the acquisition of certain assets of Syncapse Corp. ("Syncapse") from its court appointed Receiver MNP Ltd. of Toronto, Ontario. The Acquisition was completed pursuant to a purchase agreement date August 12, 2013 (the "Purchase Agreement"). Under the terms of the Purchase Agreement, the consideration paid was \$3.0mm US cash.

Syncapse has conducted a technology-enabled services business that uses social media data to achieve smarter marketing on behalf of Fortune 100 and other companies. Among other assets acquired is an enterprise-level social media management platform used to conduct that business.

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TRADEMARK

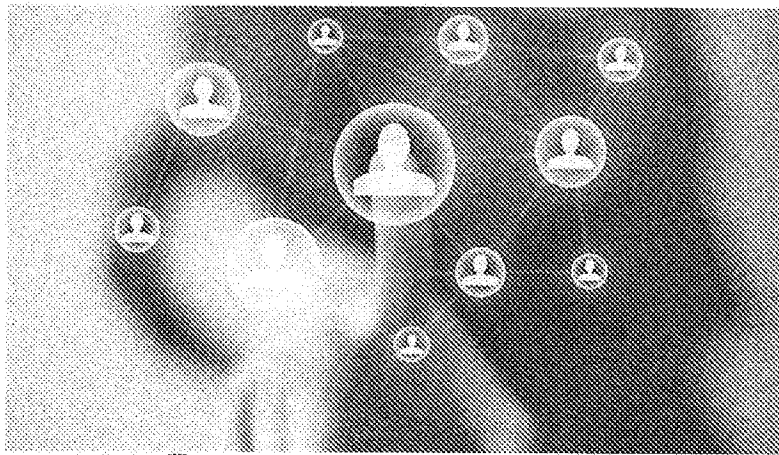
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NEWS (/) EVENTS (/EVENTS/) INTEL (HTTP://INTEL.VENTUREBEAT.COM)



Deals (<http://venturebeat.com/category/deals/>)

Syncapse buys Clickable — Facebook marketing deals roll on



Latest News

- Details on Apple's iOS health tracking app hint at advanced iWatch features (<http://venturebeat.com/2014/03/17/on-apples-ios-health-tracking-app-hint-at-advanced-iwatch-features/>)
- Wise.io grabs \$2.5M to bring machine learning for the cosmos right to your business (<http://venturebeat.com/2014/03/17/wise-io-grabs-2-5m-to-bring-machine-learning-for-the-cosmos-right-to-your-business/>)

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We believe in creating virtual banking solutions that transform your business.



Q2 Credit Beyond

VentureBeat
5 Mobile Finance
 30 hours, 180 executives
 6 big opportunities for growth

Research

([http://clk.madisonlogic.com/clk?](http://clk.madisonlogic.com/clk?pub=532&pgr=975&src=106828.ctg=410&tstamp=20140317))

pub=532&pgr=975&src=106828.ctg=410&tstamp=20140317

June 14, 2012 11:36 AM
 Ed Sutherland (<http://venturebeat.com/author/akismet-4fb1f9ea58209aafe10098264b8b84d5/>)

51 5 1 24 0 1 0

The social marketing landscape shrank just a bit more today, this time with a deal centered on Facebook.

Syncapse (<http://syncapse.com/>), a company that helps other firms manage their brands on the giant social network, announced it has acquired Clickable (<http://www.clickable.com/>), a smaller company which helps businesses to buy Facebook ads. The deal, for an undisclosed amount, is just the latest telescoping of the vast number of companies associated with Facebook.

Unlike the reported \$300 million Oracle paid for cloud-based Facebook marketing company (<http://venturebeat.com/2012/05/23/oracle-buys-vitruve/>) Vitruve in May and the \$689 million Salesforce paid for social marketing whale Buddy Media (<http://venturebeat.com/2012/06/04/salesforce-buys-buddy-media-689m/>), the purchase of Clickable is seen as more of a guppy-sized acquisition. Although Syncapse isn't talking actual numbers, the mostly stock deal is reportedly worth around \$33 million.

TRADEMARK

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RECORD BOOK

**LOOKSMART, LTD.
PURCHASE OF ASSETS OF
SYNCAPSE CORP.**

Sept. 2013 close

INDEX

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8.	Bring Down Certificate (Buyer)
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12.	General Conveyance And Assumption of Liabilities Agreement
13.	Customer Content Agreement
14.	Email Access Agreement
15.	Permission to Use Trade-Name
16.	Intellectual Property Assignment Agreement

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT is made as of the 3rd day of September, 2013

BETWEEN:

MNP LTD. in its capacity as Court-Appointed Receiver of **SYNCAPSE CORP.**,
and not in its personal capacity

(the "Assignor")

- and -

LOOKSMART CANADA LTD., a corporation incorporated under the laws of
Canada

(the "Assignee")

RECITALS:

- A. MNP Ltd. was appointed under section 243(1) of the *Bankruptcy and Insolvency Act* (Canada) and section 101 of the *Courts of Justice Act* (Ontario) as receiver of the property, assets and undertakings of Syncapse Corp., pursuant to a Receivership Order dated July 23, 2013 and issued by the Ontario Superior Court of Justice, Commercial List (the "Court");
- B. The Assignor and Looksmart Ltd. ("Looksmart US") have entered into an Asset Purchase Agreement (the "Purchase Agreement") dated August 12, 2013, as assigned by Looksmart US to the Assignee;
- C. Pursuant to the terms of the Purchase Agreement, the Assignor has agreed to sell and the Assignee has agreed to purchase the Assets (as defined in the Purchase Agreement and as more particularly described in the General Conveyance and Assumption of Liabilities Agreement dated as of the date hereof), including all the undertaking, property, assets, interests and rights of Syncapse Corp. (other than Excluded Assets) as of Closing, and including without limitation, the intellectual property described in Schedule "A" hereto (collectively, the "Intellectual Property");
- D. The terms and provisions of the Purchase Agreement have been approved by the Court pursuant to the Approval and Vesting Order (as defined in the Purchase Agreement);
- E. All capitalized terms and expressions used herein in this Assignment Agreement, and not otherwise defined herein, shall have the meanings assigned thereto in the Purchase Agreement;

NOW THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto covenant and agree as follows:

- I. The Assignor hereby absolutely and irrevocably sells, assigns, transfers and conveys to the

Doc#2717080v3

Assignee all of Syncapse Corp.'s right, title and interest, if any, in and to the Intellectual Property and all:

- (a) applications or registrations thereof, if applicable;
 - (b) renewals thereof; and
 - (c) proceeds derived from the Intellectual Property including, without limitation, income, royalties, license fees, damages and all payments, rights and claims of action that may exist by reason of the past, present or future infringement of the Intellectual Property, together with all goodwill symbolized by the Intellectual Property.
2. The Assignor shall, at the Assignee's expense, do all things and execute and deliver all documents (including without limitation, all assignments, affidavits, and other instruments, in a form suitable for filing with the Canadian Intellectual Property Office and other offices where the Intellectual Property is or may be registered and recorded) as may be reasonably requested by the Assignee from time to time and at any time (at the Assignee's expense), in order to give full effect to this Assignment Agreement or to perfect or record the interest of the Assignee in the Intellectual Property or to maintain the registration or recording of the Intellectual Property.
 3. The Assignee acknowledges that MNP Ltd. is acting solely in its capacity as Court-Appointed Receiver of Syncapse Corp., without personal or corporate liability.
 4. This Assignment Agreement shall be binding and enure to the benefit of the Assignor and the Assignee and their respective successors and permitted assigns.
 5. This Assignment Agreement shall be governed by the laws of the Province of Ontario and to the extent applicable, by the laws of Canada.
 6. This Assignment Agreement may be executed in counterparts, and acceptance of this Assignment Agreement may be provided by facsimile transmission or email transmission in PDF format and, on such execution and transmission, this Assignment Agreement shall be binding on the parties with the same force and effect as if originally executed.

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The undersigned hereby confirms its agreement with the terms and conditions of this Assignment Agreement as of the date first written.

SYNCAPSE CORP., by its Court-Appointed Receiver MNP LTD. and not in its personal capacity

Per: Arif Dhanani
Name: Arif Dhanani, CMA, CA - CIPF
Title: Vice-President

I have authority to bind the Receiver.

LOOKSMART CANADA LTD.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

We/I have authority to bind the corporation.

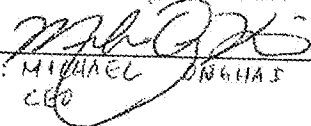
The undersigned hereby confirms its agreement with the terms and conditions of this Assignment Agreement as of the date first written.

SYNCAPSE CORP., by its Court-Appointed Receiver MNP LTD. and not in its personal capacity

Per: _____
Name:
Title:

I have authority to bind the Receiver.

LOOKSMART CANADA LTD.

Per: 
Name: MICHAEL DAGHIAS
Title: CEO

Per: _____
Name:
Title:

We/I have authority to bind the corporation.

SCHEDULE A
INTELLECTUAL PROPERTY

Patent and Trademark

- Patent
 - International Application Number: PCT/CA2010/000858, filed 7 June 2010, "METHOD AND SYSTEM FOR COUPLING DISPARATE NETWORKED SERVICES" (FILED in US AND CANADA)
- Trademark -- Character Mark
 - SYNCAPSE
 - SOCIALSYNC
 - CLICKABLE
 - YOUR BRAND NOW SOCIAL
 - SAFE SOCIAL
 - AUDIENCE RELATIONSHIP MANAGEMENT -- trademark pending
 - ARM -- trademark pending
 - SOCIALREWARDS -- trademarks that appear to be in use by Syncapse but that have been abandoned
 - SOCIALTRAC -- trademarks that appear to be in use by Syncapse but that have been abandoned
 - SOCIALTOOLKIT -- trademarks that appear to be in use by Syncapse but that have been abandoned
 - SOCIALTALK -- trademarks that appear to be in use by Syncapse but that have been abandoned



United States Patent and Trademark Office

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Trademarks > Trademark Electronic Search System (TESS)

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Please logout when you are done to release system resources allocated for you.

List At: OR to record: **Record 21 out of 25**

(Use the "Back" button of the Internet Browser to return to TESS)

CLICKABLE

Word Mark CLICKABLE

Goods and Services IC 042. US 100 101. G & S: Online search engine marketing service for small-to-medium sized businesses, namely, application service provider featuring software used by businesses to self-manage, analyze, and improve search engine marketing performance in real time; application service provider featuring software used by search engine advertising agencies to assist small and medium-sized business clients to self-manage search advertising campaigns; providing temporary use of online non-downloadable software featuring an online open application program interface and suite of online advertising management and analysis tools for use by search advertising networks. FIRST USE: 20080324. FIRST USE IN COMMERCE: 20080324

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 77152061

Filing Date April 9, 2007

Current Basis 1A

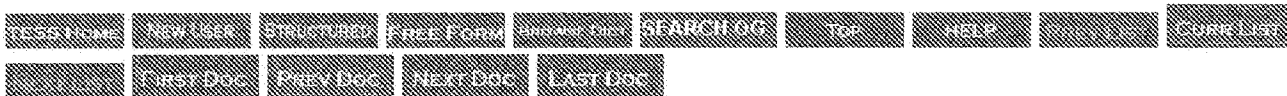
Original Filing Basis 1B

Published for Opposition November 27, 2007

Registration Number 3489575

TRADEMARK

Registration Date August 19, 2008
Owner (REGISTRANT) CLICKABLE, INC. CORPORATION DELAWARE 211 BEACH AVENUE
 MAMARONECK NEW YORK 10543
Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record Mary Jane Frisby
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE



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