

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383026

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900361249		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Technorati, Inc.		02/26/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Synacor, Inc.		
Street Address:	40 La Riviere Drive, Suite 300		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4345324		
Serial Number:	86320921	CONTANGO	
Registration Number:	3031554	TECHNORATI	
Serial Number:	86644980	SMARTWRAPPER	
Registration Number:	3684449	ATTENTION INDEX	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	chirschberg@synacor.com		
Correspondent Name:	Cynthia J. Hirschberg		
Address Line 1:	40 La Riviere Drive, Suite 300		
Address Line 2:	Synacor, Inc.		
Address Line 4:	Buffalo, NEW YORK 14202		
NAME OF SUBMITTER:	CYNTHIA J. HIRSCHBERG		
SIGNATURE:	/CYNTHIA J. HIRSCHBERG/		
DATE SIGNED:	05/04/2016		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”) is made and entered into as of February 26, 2016 by and between Technorati, Inc., a Delaware corporation (“Assignor”), and Synacor, Inc., a Delaware corporation (“Assignee”).

WHEREAS, in connection with that certain Asset Purchase Agreement (the “Purchase Agreement”) dated as of February 19, 2016 by and among Assignor, Assignee and Shareholder Representative Services LLC solely in its capacity as the representative of the Assignor and the Assignor’s securityholders, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in, to and under the trademarks set forth on Schedule A attached hereto, and all corresponding trademark applications and registrations thereof and all worldwide and common law rights thereto (hereinafter the “Trademarks”), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee is desirous of acquiring said rights in and to the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks.

NOW, THEREFORE, for \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby irrevocably convey, transfer, sell and assign unto Assignee all of Assignor’s right, title and interest in, to and under the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks, and pursuant to Section 10 of the Trademark Act, 15 U.S.C. §1060, such assignment includes the portion of the business of Assignor to which the Trademarks pertain, which business is ongoing and existing, and all rights to sue (including filing and prosecuting opposition, cancellation and other similar proceedings) and for recovery, damages and profits due or accrued, arising out of or in connection with, any and all past, present and future infringements or dilution of or damage or injury to the Trademarks or such associated goodwill, if any. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the Trademarks. Assignor covenants and agrees that it has not executed, and will not execute, any agreement in conflict herewith.

Assignor hereby agrees with Assignee that Assignor, upon request, shall execute any and all further instruments regarding the assignments and transfers contemplated by this Agreement, which may be reasonably required in order to better secure to Assignee the use and benefit of any and all of the Trademarks. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor’s agents and attorneys-in-fact to act for and in behalf and instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Assignor.

Assignor hereby covenants and agrees that it shall not challenge or assist others to challenge any of the Trademarks or attempt to register or cause to be registered (or make any filing with respect to) any of the Trademarks or any marks, logos or trade names confusingly similar thereto, anywhere in the world.

This Agreement will be governed by and construed in accordance with the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Agreement may be executed in two or more counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered will be an original, but all of which together will constitute one and the same instrument. Any such counterpart, to the extent delivered by means of Electronic Delivery will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

(Signature page follows)

IN TESTIMONY WHEREOF, the person executing this Agreement in a representative capacity on behalf of Assignor warrants that he/she is fully authorized and empowered to do so and sets his/her hand and seal the day and year set with his/her signature.

ASSIGNOR:

TECHNORATI, INC.

Date: 2/22, 2016

By [Signature]
Shani Higgins
Chief Executive Officer

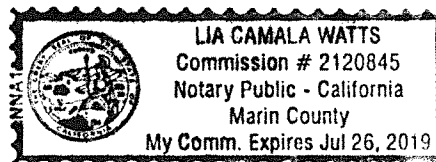
STATE OF)
) SS.:
COUNTY OF)

On FEB. 22, 2016, before me, LIA CAMALA WATTS, NOTARY PUBLIC, personally appeared SHANI HIGGINS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is 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: Lia Watts]



Signature page to Trademark Assignment Agreement

TRADEMARK
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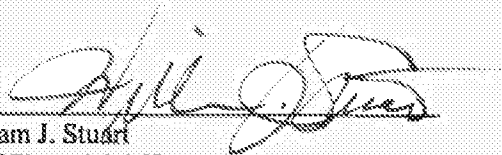
IN TESTIMONY WHEREOF, the person executing this Agreement in a representative capacity on behalf of Assignee warrants that he is fully authorized and empowered to do so and sets his hand and seal the day and year set with her signature.

ASSIGNEE:

SYNACOR, INC.

Date: February 26, 2016

By


William J. Stuart
Chief Financial Officer

Signature page to Trademark Assignment Agreement

TRADEMARK
REEL: 005782 FRAME: 0477

SCHEDULE A

Trademark	Owner	Country	Filing Date	Reg. Date	App./Reg. No.	Status
DESIGN (Talking Bubble)	Technorati, Inc.	U.S.	April 11, 2012	June 4, 2013	4345324	Registered
CONTANGO	Technorati, Inc.	U.S.	June 26, 2014		86/320921	Published
TECHNORATI	Technorati, Inc.	U.S.	April 23, 2004	Dec 20, 2005	3031554	Registered
TECHNORATI	Technorati, Inc.	■	Sept. 1, 2004	Nov 24, 2005	004005369	Registered
TECHNORATI	Technorati, Inc.	■	Sept. 8, 2004	Aug 23, 2006	670933	Registered
SMARTWRAPPER	Technorati, Inc.	U.S.	May 29, 2015	June 4, 2013	86/644980	Suspended
ATTENTION INDEX	Technorati, Inc.	U.S.	Aug 26, 2004	Sept 15, 2009	3684449	Registered