

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Looksmart Group, Inc., as successor-in-interest to Looksmart Canada Ltd		05/02/2019	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Brand Networks, LLC		
Street Address:	40 Broad Street		
Internal Address:	6th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85044110	SYNCAPSE	
Serial Number:	85166709	SYNCAPSE	
Serial Number:	77152061	CLICKABLE	
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>		
Phone:	2128598563		
Email:	Daniel.stern@friedfrank.com		
Correspondent Name:	Daniel Stern		
Address Line 1:	1 New York Plaza		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	94350-1		
NAME OF SUBMITTER:	Daniel Stern		
SIGNATURE:	/Daniel Stern/		
DATE SIGNED:	05/06/2019		
Total Attachments: 5			

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CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT

This Confirmatory Intellectual Property Assignment ("Assignment"), dated as of May 2, 2019 (the "Effective Date"), is entered into by Looksmart Group, Inc., a Nevada corporation ("Seller") and Brand Networks, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of March 28, 2019 (as amended, restated, modified or supplemented from time to time, the "Purchase Agreement"), Seller sold, conveyed, transferred, assigned and delivered to Buyer the Transferred Assets (as such term is defined therein) (the "Acquisition");

WHEREAS, in connection with the Acquisition, Seller assigned to Buyer, and Buyer acquired from Seller, all of Seller's right, title, and interest in and to the Assigned Trademarks; and

WHEREAS, the parties acknowledge that (i) the Assigned Trademarks are registered in the name of Seller's former subsidiary Looksmart Canada Ltd. ("Looksmart Canada"), which dissolved in accordance with Canadian law on January 28, 2018, and (ii) in connection with such dissolution, all of the assets and intellectual property of Looksmart Canada became the property of Seller;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, Buyer and Seller hereby agree as follows:

1. Definitions. Terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

2. Conveyance and Acceptance of Assigned Trademarks. Seller hereby confirms that Seller conveyed, transferred, assigned, granted and delivered to Buyer, and Buyer hereby confirms that Buyer purchased, acquired and accepted, all of Seller's right, title, and interest in and to the Assigned Trademarks, the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities with respect to the Assigned Trademarks. For purposes of this Assignment, "Assigned Trademarks" means the trademarks and trademark applications listed on Schedule A.

3. Recordation and Authorization. Seller hereby requests and authorizes the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record Buyer as the owner of the Assigned Trademarks and as assignee of the entire right, title and interest in and to the same. Buyer shall have the right to record this Assignment with all applicable Governmental Authorities so as to perfect its ownership of the Assigned Trademarks.

4. Governing Law. This Assignment will be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

5. Venue. Except as otherwise provided in Section 6.5(c) of the Purchase Agreement, any Legal Proceeding relating to this Assignment or the enforcement of any provision of this Assignment (including a Legal Proceeding based upon willful misrepresentation or fraud) may be brought or otherwise commenced in any state or federal court located in the State of Delaware. Each Party: (a) expressly and irrevocably consents and submits to the jurisdiction of each state and federal court located in the State of Delaware (and each appellate court located in the State of Delaware) in connection with any such Legal Proceeding; (b) agrees that each state and federal court located in the State of Delaware will be deemed to be a convenient forum; and (c) agrees not to assert (by way of motion, as a defense or otherwise), in any such Legal Proceeding commenced in any state or federal court located in the State of Delaware, any claim that such Party is not subject personally to the jurisdiction of such court, that such Legal Proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Assignment or the subject matter of this Assignment may not be enforced in or by such court. Each of the Parties further agrees that notice as provided in this Assignment will constitute sufficient service of process (as such concept is applied under Delaware law) and the Parties further waive any argument that such service is insufficient.

6. Counterparts and Exchanges by Electronic Transmission or Facsimile. This Assignment may be executed in several counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile will be sufficient to bind the Parties to the terms and conditions of this Assignment.

2. Further Assurances. If any further action is necessary or desirable to fully effect the transactions contemplated by this Assignment, each of the parties hereto shall take any action (including the execution and delivery of any instruments and documents) as any other party reasonably may request.

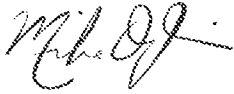
7. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, conveyance, transfer, and assignment effectuated by this Assignment is subject in all respects to the terms of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims, or remedies of Seller or Buyer, as set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

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Buyer and Seller have caused this Assignment to be executed by their duly authorized representatives.

SELLER:

LOOKSMART GROUP, INC.



By: _____

Name: Michael Onghai

Title: Chief Executive Officer

BUYER:

BRAND NETWORKS, LLC

By: _____

Name:

Title:

Buyer and Seller have caused this Assignment to be executed by their duly authorized representatives.

SELLER:

LOOKSMART GROUP, INC.

BUYER:

BRAND NETWORKS, LLC

By: _____
Name:
Title:

By:  _____
Name: Justin Shepard
Title: CFO

**SCHEDULE A
ASSIGNED TRADEMARKS**

Mark	Status	Serial No.	Reg. No.	Owner
SYNCAPSE	Registered	85044110	4097772	Looksmart Canada Ltd. Corporation
SYNCAPSE	Registered	85166709	4065871	Looksmart Canada Ltd. Corporation
CLICKABLE	Registered	77152061	3489575	Looksmart Canada Ltd. Corporation