

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599781

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900570334		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRAND NETWORKS, LLC		04/01/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Looksmart Group, Inc.		
Street Address:	2850 WEST HORIZON RIDGE PARKWAY, STE 200		
City:	HENDERSON		
State/Country:	NEVADA		
Postal Code:	89052		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9175661003		
Email:	legal@tmthespot.com		
Correspondent Name:	Laurie Marshall		
Address Line 1:	Suite 6F, 210 West 101st Street		
Address Line 4:	New York, NEW YORK 10025		
NAME OF SUBMITTER:	Laurie Marshall		
SIGNATURE:	/Laurie Marshall/		
DATE SIGNED:	09/26/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of April 1, 2020, by and between Brand Networks, LLC, a Delaware limited liability company ("Seller"), and LookSmart Group, Inc., a Nevada corporation ("Buyer").

WHEREAS, Seller and Buyer have entered into that certain Asset Transfer, Bill of Sale and Assignment and Assumption Agreement, dated as of the date hereof (the "Asset Transfer Agreement"), pursuant to which Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and the parties have agreed to execute and deliver this Assignment.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, assigns, transfers, and conveys to Buyer, and its successors and assigns, and Buyer hereby accepts, all of Seller's right, title, and interest of every kind and nature in and to the following (the "Assigned IP"):

(a) the trademarks listed on Schedule A (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; and

(b) the domain names listed on Schedule B (the "Assigned Domain Names"), the goodwill of the business connected with the use of and symbolized by the Assigned Domain Names, the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Assigned Domain Names and of this Assignment, and the right to initiate other proceedings before all governmental authorities and registering authorities with respect to such Assigned Domain Names.

2. Further Assurances. From and after the date hereof, upon Buyer's reasonable request, and at Buyer's expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

3. Recordation and Authorization. Seller hereby requests and authorizes the United States Patent and Trademark Office 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. Seller hereby acknowledges and agrees that each internet domain name registrar of the Assigned Domain Names is authorized to transfer and

record in the name of Buyer ownership of and administrative contact for all of the Assigned Domain Names.

4. Terms of the Asset Transfer Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Transfer Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Transfer Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Transfer Agreement and the terms hereof, the terms of the Asset Transfer Agreement shall govern.

5. Governing Law; Venue. All matters arising out of or relating to this Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Assignment or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

7. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

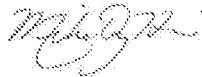
BRAND NETWORKS, LLC

By:  _____

Name: Mike Casin

Title: CEO

LOOKSMART GROUP, INC.

By: 

Name: Michael Onghai

Title: CEO

Date: 3/23/2020

Schedule A

Mark	Jurisdiction	Serial No.	Reg. No.	Owner
SYNCAPSE	U.S.	85/044,110	4,097,772	Brand Networks, LLC
SYNCAPSE	U.S.	85/166,709	4,065,871	Brand Networks, LLC
CLICKABLE	U.S.	77/152,061	3,489,575	Brand Networks, LLC

Schedule B

Clickable.com

Syncapse.com

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