

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704251

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Synacor, Inc.		07/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Portal Acquisition Company		
Street Address:	6740 Shady Oak Road		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5024136	START PLACE	
Registration Number:	4805149	DON'T MISS	
Registration Number:	3031554	TECHNORATI	
Registration Number:	3483498	TEKNISION	
Registration Number:	3640106	@ THE WATERCOOLER	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	612-766-7320		
Email:	trademark@faegredrinker.com		
Correspondent Name:	Dianna Gould		
Address Line 1:	FAEGRE DRINKER BIDDLE & REATH LLP		
Address Line 2:	90 South Seventh Stree, Suite 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	452678.178		
NAME OF SUBMITTER:	Erin N. Theroux		
SIGNATURE:	/Erin N. Theroux/		
DATE SIGNED:	01/24/2022		

OP \$140.00 5024136

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This Assignment of United States Trademarks (this "Assignment") is effective the 30th day of July, 2021, between Synacor, Inc., a Delaware corporation ("Assignor"), who is the owner of the entire right, title and interest in, to and under the trademarks and trademark applications set forth in Appendix A (the "Trademarks") and in the goodwill associated therewith, if any, and Portal Acquisition Company, a Minnesota corporation ("Assignee"), who wants to acquire the entire right, title and interest in, to and under the Trademarks.

THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer and convey to Assignee all Assignor's right, title and interest in, to and under each of the Trademarks, the exclusive right to apply for, own, and maintain all applications, registrations or renewals for the Trademarks and all benefits, privileges, causes of action, claims and remedies arising out of or relating to the Trademarks, the exploitation thereof, and the use and ownership of any of the Trademarks, together with the goodwill of the business, if any, symbolized thereby.

From time to time, as and when reasonably requested by a party hereto, the parties agree (a) to use all commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Assignment, (b) to execute any documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the transactions contemplated hereunder, and (c) to cooperate with each other in connection with the foregoing.

This Assignment shall be construed, interpreted and applied in accordance with the laws of the State of Delaware.

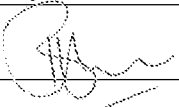
This Assignment may be amended or modified only by a written instrument signed by each Party.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and subject to the Closing under the Purchase Agreement shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Party.

IN WITNESS THEREOF, the parties have caused their respective corporate names to be affixed hereto and this instrument to be signed by their duly authorized officers as of the day and year written below.

SIGNED this 30th day of July, 2021.

ASSIGNOR: Synacor, Inc.

SIGNATURE:  _____

NAME: Himesh Bhise

TITLE: Chief Executive Officer

WITNESS SIGNATURE:  _____

NAME: Crystal Eckam

ASSIGNEE: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

IN WITNESS THEREOF, the parties have caused their respective corporate names to be affixed hereto and this instrument to be signed by their duly authorized officers as of the day and year written below.

SIGNED this 30th day of July, 2021.

ASSIGNOR: _____

SIGNATURE: _____


NAME: _____

TITLE: _____

WITNESS SIGNATURE: _____

NAME: _____

ASSIGNEE: PORTAL ACQUISITION COMPANY

SIGNATURE:  _____

NAME: TIMOTHY PETERMAN

TITLE: CHIEF EXECUTIVE OFFICER

APPENDIX A

Trademark	Country
TECHNORATI	European Union (Community)
TECHNORATI	United States of America
TECHNORATI	Canada
TEKNISION	Canada
TEKNISION	United States of America
@ THE WATERCOOLER	United States of America
DON'T MISS	United States of America
START PLACE	United States of America