

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Simply Static LLC d.b.a. Octane360	07/01/2010
<b>RECEIVING PARTY DATA</b>	
Name:	Local.com Corporation
Street Address:	One Technology Drive
Internal Address:	Building G
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92618
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12661238
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(202)585-8080
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	aybaker@nixonpeabody.com
Correspondent Name:	Amanda Y. Baker
Address Line 1:	401 9th St NW
Address Line 2:	Suite 900
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004
ATTORNEY DOCKET NUMBER:	053478-000001
NAME OF SUBMITTER:	Amanda Y. Baker

Total Attachments: 5  
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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made the 1<sup>st</sup> day of July, 2010 by and between Local.com Corporation, a Delaware corporation ("Assignee"), and Simply Static LLC (d.b.a. Octane360), a Delaware corporation ("Assignor"), with reference to the facts set forth below.

### RECITALS

A. Assignee has acquired from Assignor title to certain Assets (the "Assets") as defined in and pursuant to a certain Asset Purchase Agreement dated as of July 1, 2010 (the "Agreement").

B. In connection with the conveyance of the Assets from Assignor to Assignee, Assignor and Assignee intend and agree that Assignor's right, title and interest to all of the Intellectual Property Rights, and separate assignments of all registered Marks, Patents and Copyrights shall inure to the benefit of and be assigned and transferred to Assignee.

C. In connection with the conveyance of the Assets from Assignor to Assignee, Assignor and Assignee also intend and agree that Assignee will assume and thereafter timely pay or discharge the Assumed Liabilities.

### AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above and the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as set forth below.

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning(s) assigned to them in the Agreement.

2. Assignment by Assignor. Assignor hereby assigns and transfers to Assignee all right, title and interest of Assignor in and to the Intellectual Property Rights and all separate registered Marks, Patents and Copyrights, together with any rights owned by Assignor relating thereto, free and clear of any Encumbrances.

3. Acceptance of Assignment. Assignee hereby accepts the assignment of the Intellectual Property Rights and all separate registered Marks, Patents and Copyrights.

4. Assumption of Liabilities. Assignee hereby assumes, and agrees to timely pay or otherwise discharge the Assumed Liabilities.

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

6. Limitations on Assignment. Anything in this Assignment to the contrary notwithstanding, this Assignment shall not constitute an agreement to assign any Intellectual Property Right or separate Mark, Patent or Copyright or any claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment thereof, without the Consent of a third party thereto, would constitute a breach thereof or in any way affect the respective rights of Assignee or Assignor thereunder. If any Consent has not been obtained, or if an attempted assignment is ineffective or will affect the rights thereunder so that the Assignee will not receive all such rights, Assignor will cooperate with Assignee in all reasonable respects until such Consent is obtained to provide to Assignee the benefits under any such Intellectual Property Right, or separate Mark, Patent, or Copyright, including without limitation, enforcement for the benefit of Assignee (at Assignee's expense) of any and all rights of Assignor against a third party thereto arising out of the breach or cancellation by such third party or otherwise, and any transfer or assignment to Assignee of any property or property rights or any Intellectual Property Right or separate Mark, Patent, or Copyright which shall require the Consent of any third party shall be made subject to such Consent being obtained. Once any such Consent is obtained, Assignor shall promptly assign, transfer, convey, and deliver such Intellectual Property Right or separate Mark, Patent, or Copyright and any claim, right or benefit thereto to Assignee, and Assignee shall assume the obligations under such Intellectual Property Right or separate Mark, Patent, or Copyright from and after the date of assignment pursuant to an intellectual property assignment substantially similar to this Assignment.

7. Authority. Each of the parties signing this Assignment hereby warrants and represents that it has the full legal power, authority and right to execute, deliver and perform the obligations under this Assignment, that this Assignment has been duly authorized by all requisite actions on the part of such warranting party, and that no remaining action or third party action is required to make this Assignment binding upon such party.

8. Further Assurances. The parties hereto agree that Assignor will promptly upon request by Assignee, as may reasonably be requested by Assignee and reasonably required in order to effect and perfect the assignment contained herein, at Assignee's sole cost and expense: (i) deliver to Assignee records, data or other documents relating to the Intellectual Property Rights and other separate Marks, Patents, and Copyrights that are in Assignor's possession; (ii) execute and deliver assignments, licenses, consents, documents or further instruments of transfer; (iii) assist Assignee in filing and prosecuting United States and foreign patent applications claiming the Intellectual Property Rights and other separate Marks, Patents or Copyrights; and (iv) take other reasonable actions, render other reasonable assistance and execute other documents as reasonably required or to comply with any Legal Requirements.

9. Confidentiality. On and after the Closing Date of the Agreement, all Intellectual Property Rights and separate assignments of all registered Marks, Patents, and Copyrights are confidential information of Assignee ("Confidential Information"). Assignor may not use the Confidential Information except for the benefit of Assignee. Assignor will protect the Confidential Information from disclosure with at least the same degree of care as that which Assignor accords to its own confidential information of similar nature, but in no event with less

than a reasonable degree of care. Assignor may not disclose the Confidential Information to third parties. The foregoing restrictions will not apply to information which is: (i) in the public domain prior to the effective date hereof or which becomes public thereafter through no fault of Assignor; (ii) provided to Assignor by a third party who is not in violation of duty of confidentiality with respect to that information; (iii) required to be disclosed by law, whether under an order of a court or government tribunal or other legal process; or (iv) approved for release by Assignee.

10. Governing Law. The internal law, without regard to conflicts of law principles, of the State of Delaware shall govern all questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment. Each of the parties hereto submits to the exclusive jurisdiction of the courts of the State of California and the United States of America located in the State of California in any action or proceeding arising out of or relating to this Assignment and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each of the parties hereto also agrees not to bring any action or proceeding arising out of or relating to this Assignment in any other court. Each of the parties hereto waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto.


11. Counterparts. This Assignment may be executed in any number of counterparts, each of which, when so executed and when delivered, shall be original, but all such counterparts shall together constitute but one and the same instrument.

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment as of the date first set forth above.

ASSIGNOR:

SIMPLY STATIC LLC (d.b.a. Octane360)

By:   
\_\_\_\_\_  
Adam Rioux, Chief Executive Officer

ASSIGNEE:

LOCAL.COM CORPORATION

By: \_\_\_\_\_  
Heath B. Clarke, Chief Executive Officer

**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment as of the date first set forth above.

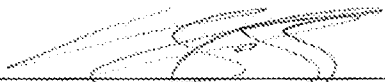
ASSIGNOR:

SIMPLY STATIC LLC (d.b.a. Octane360)

By: \_\_\_\_\_  
Adam Rioux, Chief Executive Officer

ASSIGNEE:

LOCAL.COM CORPORATION

By:   
\_\_\_\_\_  
Heath B. Clarke, Chief Executive Officer