

8-25-06

08-31-2006

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

QUINSTREET, INC.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release
- Merger
- Change of Name

Execution Date: 8/22/06

2. Name and address of receiving party(ies)

Name: Venture Lending & Leasing III, Inc.

Internal Address: _____

Street Address: 2010 North First Street

City: San Jose State: CA Zip: 95131

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Maryland
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/920,743

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Russell D. Pollock, Esq.

Internal Address: _____

Street Address: Greene Radovsky Maloney & Share LLP Four Embarcadero Center, Suite 4000

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Jeffrey T. Klugman Name of Person Signing

Signature

8/23/06 Date

Total number of pages including cover sheet, attachments, and document: 3

08/29/2006 NJANA1 00000034 75920743 Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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OFFICE OF PUBLIC AFFAIRS
FINANCE SECTION
AUG 25 PM 1:26

TRADEMARK REEL: 003389 FRAME: 0281

IN THE UNITED STATES TRADEMARK AND TRADEMARK OFFICE
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Whereas QuinStreet, Inc., a California corporation whose post office address is 1051 E. Hillsdale Blvd., Foster City, CA 94404 2750 ("Assignor"), to secure the repayment of loans made under a Loan and Security Agreement dated as of September 6, 2000 (the "Loan Agreement"), had granted, pursuant to the Loan Agreement, a security interest in certain personal property assets of Assignor, including all right, title and interest of Assignor in, to and under all of Assignor's trademarks, trademark applications and trademark licenses, as specifically listed on the attached "Schedule 1," whether presently existing or hereafter arising or acquired, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the trademarks (all of the foregoing are collectively called the "Trademarks") to Venture Lending & Leasing III, Inc., a Maryland corporation having a mailing address at 2010 North First Street, Suite 310, San Jose, California 95131 by an Intellectual Property Security Agreement executed September 6, 2000 (the "Intellectual Property Security Agreement") and recorded at the United States Patent and Trademark Office on October 16, 2000; and

Whereas, effective December 20, 2005, Venture Lending & Leasing III, Inc. ("VLL3") distributed substantially all of its assets to Venture Lending & Leasing III, LLC, a Delaware limited liability company, having a mailing address at 2010 North First Street, Suite 310, San Jose, California 95131 ("Assignee"), including all of VLL3's rights under the Loan Agreement and the Intellectual Property Security Agreement.

Now, therefore, for good and valuable consideration provided to Assignee by Assignor, Assignee, by these presents, does release Assignor from Assignee's security interest in the entire right, title and interest in and to the Trademarks.

Executed this 22nd day of August 2006, at San Jose, California.

VENTURE LENDING & LEASING III, LLC

By: VLLI Capital, LLC
Its Managing Member

By: Westech Investment Advisors, Inc.
Its Managing Member

By: 
Name: Martin Eng
Title: Chief Financial Officer

SCHEDULE 1

Trademarks

COUNTRY	TRADEMARK	APPL. NO FILING DATE	STATUS AND REMARKS
US	QUINSTREET	75-920743 02/16/2000	Pending

43251/0870
JLS/310580.2

RECORDED: 08/25/2006

**TRADEMARK
REEL: 003389 FRAME: 0283**