

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NR Management LLC	FORMERLY NextRing LLC	11/18/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	QuinStreet, Inc.		
Street Address:	1051 East Hillsdale Boulevard, Suite 800		
City:	Foster City		
State/Country:	CALIFORNIA		
Postal Code:	94404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3409722	NEXTRING	
CORRESPONDENCE DATA			
Fax Number:	(415)693-2222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415) 693-2000		
Email:	youngml@cooley.com		
Correspondent Name:	John W. Crittenden		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111-5800		
ATTORNEY DOCKET NUMBER:	050817-201		
NAME OF SUBMITTER:	Michael Young		
Signature:	/Michael Young/		
Date:	11/19/2008		

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Total Attachments: 3

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IN THE UNITED STATES
PATENT AND TRADEMARK OFFICE

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made this 18th day of November, 2008 by NR Management LLC (formerly known as NextRing LLC), a Delaware limited liability company ("Assignor"), in favor of QuinStreet, Inc., a California corporation ("Assignee"), pursuant to the provisions of that certain Purchase Agreement, dated as of November 7, 2008 (the "Purchase Agreement"), by and among Assignee and Assignor. Capitalized terms used but not otherwise defined herein have the respective meanings given to such terms in the Purchase Agreement.

WHEREAS, Assignor is the sole owner of the entire right, title and interest in and to the trademark set forth on Schedule 1 attached hereto and the goodwill of the business symbolized thereby (the "Mark"); and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement and for the Purchase Price set forth therein, Assignor desires to assign and transfer all of its right, title and interest in and to the Mark to Assignee.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee and its successors and assigns, the entire right, title and interest in and to the Mark together with: (i) all registrations thereof and rights corresponding thereto in the United States of America and throughout the world; (ii) the right to sue for and recover damages and profits from past and future infringements thereof; (iii) all of the goodwill of the business connected with the Mark; and (iv) the right to secure renewals, reissues and extensions of the Mark or registrations thereof in the United States of America and throughout the world, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

Assignor further agrees, at the request of Assignee or its successor in interest, to do all lawful acts which may be required for obtaining or enforcing trademark rights in the Mark and to otherwise aid Assignee or its successor in enforcing the rights in the Mark, all at the Assignee's expense.

This Assignment shall be binding upon Assignor, its successors and/or assigns and all others acting by, through, with or under their direction, and all those in privity therewith.

[signature page follows]

The Commissioner of Patents and Trademarks is hereby respectfully requested to record this Assignment in the United States Patent and Trademark Office and index the same against the files of registrations herein described.

IN TESTIMONY WHEREOF, I, a duly authorized officer or agent of said Assignor, hereunto set my hand and seal this 18th day of November, 2008.

NR MANAGEMENT LLC

By:  _____

Name: Michael LeBlanc
Title: Managing Director

SCHEDULE 1
MARK

Trademark Name	Registration Number	Claimant	Registration Date
NEXTRING	3409722	NEXTRING LLC Corporation Trust Center 1209 Orange Street Wilmington DELAWARE 19801	April 8, 2008