## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly Execution Date Entity Type		Entity Type
VendorSeek, L.L.C.		105/15/2008	LIMITED LIABILITY
·			COMPANY: PENNSYLVANIA

#### **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:	3122380	VENDORSEEK.COM

## **CORRESPONDENCE DATA**

Fax Number: (415)693-2222

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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:	178023-201
NAME OF SUBMITTER:	Michael Young
Signature:	/Michael Young/
Date:	02/17/2009

TRADEMARK

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# IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

#### TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made this 15th day of May, 2008 by and between VendorSeek, L.L.C., a Pennsylvania limited liability company ("Assignor"), and QuinStreet, Inc., a California corporation ("Assignee"), pursuant to the provisions of that certain Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement"), by and among Assignee, Assignor and the members of 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 <u>Schedule 1</u> 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, 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 the parties, their successors and/or assigns and all others acting by, through, with or under their direction, and all those in privity therewith.

[signature page follows]

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The Commissioner of Patents and Trademarks is hereby respectively 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 5 day of May, 2008.

VENDORSEEK, L.L.C.

Name: Kenneth Wisnefski

Title: President

Sworn to and subscribed before me this 1544 day OF May, 2008.

[NOTARY STAMP]

**TRADEMARK REEL: 003936 FRAME: 0969** 

# SCHEDULE 1 MARK

Trademark Name	Registration Number	Claimant	Registration Date
VENDCR SEEK.com	3122380	VendorSeek.com 2 Carnegie Road Lawrenceville, NJ 08648 United States	08/01/2006

13375.001.867832v2

**RECORDED: 02/17/2009** 

Schedule 1

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