

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
Insure.com, Inc.		10/09/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	QuinStreet, Inc.		
Street Address:	1051 Hillsdale Blvd.		
Internal Address:	Suite 800		
City:	Foster City		
State/Country:	CALIFORNIA		
Postal Code:	94404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2307284	QUOTESMITH	
Registration Number:	2307281	QUOTESMITH CORPORATION	
Registration Number:	2352094	QUOTESMITH.COM	
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, trademarks@cooley.com		
Correspondent Name:	John W. Crittenden		
Address Line 1:	777 6th Street NW		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001		
ATTORNEY DOCKET NUMBER:	050817-201		
NAME OF SUBMITTER:	Michael Young		

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TRADEMARK
REEL: 004077 FRAME: 0809

Signature:	/Michael Young/
Date:	10/13/2009
Total Attachments: 5 source=Insure.tm.assignment(Quinstreet)#page1.tif source=Insure.tm.assignment(Quinstreet)#page2.tif source=Insure.tm.assignment(Quinstreet)#page3.tif source=Insure.tm.assignment(Quinstreet)#page4.tif source=Insure.tm.assignment(Quinstreet)#page5.tif	

TRANSFERRED MARKS ASSIGNMENT AGREEMENT

THIS TRANSFERRED MARKS ASSIGNMENT AGREEMENT (this “Assignment”) is entered into as of October 9, 2009, by and between Insure.com, Inc., a Delaware corporation (“Seller”) and QuinStreet, Inc., a California corporation (“Purchaser”).

RECITALS

WHEREAS, Seller and Purchaser are parties to that certain Asset Purchase Agreement, dated as of October 9, 2009 (the “Asset Purchase Agreement”), by and between Seller and Purchaser, pursuant to which Seller agreed to sell, assign, transfer, convey and deliver the Transferred Assets to Purchaser, including all of the Transferred Trademarks (all capitalized terms used but not otherwise defined herein having the meanings set forth in the Asset Purchase Agreement);

WHEREAS, Seller is the owner of the registered trademarks and applications for registered trademarks listed on Schedule 1 annexed hereto and made a part hereof, which are part of the Transferred Assets (collectively, the “Assigned Trademarks”), together with all goodwill represented and symbolized by the Trademarks (the “Assigned Goodwill”); and

WHEREAS, Seller desires, by its execution and delivery of this Assignment, to evidence the assignment of the Seller’s title to the Assigned Trademarks, together with the Assigned Goodwill, to the Purchaser, pursuant to and subject to the terms and conditions of this Assignment and the Asset Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Seller hereby sells, transfers, conveys, assigns, and delivers to Purchaser (and its successors and assigns), as purchaser of the Transferred Assets, all of Seller’s entire worldwide right, title and interest in, to and under the Assigned Trademarks and the Assigned Goodwill, and the right to sue and recover for damages for past, present and future infringement of the Assigned Trademarks and the Assigned Goodwill.
2. Seller further authorizes Purchaser and the Commissioner of Patents and Trademarks of the United States of America, and any official or agency of any country or countries foreign to the United States of America whose duty it is to record trademark registrations, applications, assignments, and title thereto, to record the Assigned Trademarks listed on Schedule 1 as the property of Purchaser.
3. Seller will cooperate as reasonably requested by Purchaser in executing and/or filing documents with the U.S. Patent and Trademark Office (the “PTO”) and any equivalent agency in any country foreign to the United States of America as may be required to record this Assignment with the PTO or such agency, and to designate Purchaser as the owner of the Assigned Trademarks. Without limiting the above, Seller shall, in the presence of a notary public, complete and execute any document required by any office or agency in order to effectuate the transfers contemplated herein.
4. All of the terms and provisions of this Assignment shall be binding upon Seller and its successors and assigns and shall inure to the benefit of Purchaser and its successors and assigns.

5. This Assignment is executed for the purpose of evidencing and confirming the transfer of the Assigned Trademarks and Assigned Goodwill from Seller to Purchaser as provided in the Asset Purchase Agreement. Nothing contained in this Assignment is intended to modify any of the provisions of the Asset Purchase Agreement as they relate to the Assigned Trademarks and Assigned Goodwill, including any of the representations, warranties, covenants or indemnities set forth in the Asset Purchase Agreement. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

6. None of the provisions of this Assignment is intended to provide any rights or remedies to any Person other than the parties hereto and their respective successors and assigns (if any).

7. This Assignment may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

8. This Assignment shall be construed and enforced in accordance with the laws of the State of Delaware without giving effect to its principles or rules of conflict of laws.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this TRANSFERRED MARKS ASSIGNMENT AGREEMENT as of the date first above written.

Insure.com, Inc.

QuinStreet, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

STATE OF ILLINOIS

COUNTY OF WAKE } SS:

On this 9 day of October, 2009, before me personally appeared ROBERT BLAND, to me personally known, who, being duly sworn, did say that he is the CEO of Insure.com, Inc. and that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.



[Signature Page to Transferred Marks Assignment Agreement]

IN WITNESS WHEREOF, the undersigned have executed this TRANSFERRED MARKS ASSIGNMENT AGREEMENT as of the date first above written.

Insure.com, Inc.

QuinStreet, Inc.

By: _____

By:  _____

Print Name: _____

Print Name: Daniel E. Caul,
Senior Vice President &

Title: _____

Title: General Counsel

STATE OF ILLINOIS)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2009, before me personally appeared _____, to me personally known, who, being duly sworn, did say that he is the _____ of Insure.com, Inc. and that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

[Signature Page to Transferred Marks Assignment Agreement]

SCHEDULE 1

Country	Registered Owner	Trademark	Registration No.	Registration Date
U.S.A.	Insure.com, Inc.	Quotesmith	2,307,284	1-11-00
U.S.A.	Insure.com, Inc.	Quotesmith Corporation	2,307,281	1-11-00
U.S.A.	Insure.com, Inc.	Quotesmith.com	2,352,094	5-23-00
U.S.A.	Quotesmith.com, Inc.	QuotesmithPro	2,696,655	3-11-03