2409607

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
WebMediaBrands Inc.		11/30/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	QuinStreet, Inc.
Street Address:	1051 East Hillsdale Blvd.
City:	Foster City
State/Country:	CALIFORNIA
Postal Code:	94404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 56

Property Type	Number	Word Mark
Registration Number:	2409607	SCRIPTSEARCH
Registration Number:	2800734	INTERNET.COM
Registration Number:	2573287	ASP 101
Registration Number:	2532741	
Registration Number:	2532740	
Registration Number:	2641180	SQLCOURSE.COM
Registration Number:	2601652	ATNEWYORK
Registration Number:	2458667	WEB DEVELOPER.COM
Registration Number:	2410444	VIRTUALDR
Registration Number:	2397439	ISP PLANET
Registration Number:	3355519	
Registration Number:	2596330	THECOUNTER
Registration Number:	2787682	NEWSLINX
Registration Number:	2530255	JGURU
		TRADEMARK

REEL: 004123 FRAME: 0181

Registration Number:	2559320	JGURU
Registration Number:	2411314	JGURU
Registration Number:	2410442	WINPLANET
Registration Number:	3173715	WEB DEVELOPER'S <virtual library=""></virtual>
Registration Number:	3079276	PROJECT COOL
Registration Number:	3462134	WI-FI PLANET
Registration Number:	3190430	DRM WATCH
Registration Number:	3447705	JUSTTECHJOBS
Registration Number:	2671108	DBASUPPORT
Registration Number:	2667728	DATAMATION
Registration Number:	2537466	ASP NEWS
Registration Number:	2645237	WINDRIVERS
Registration Number:	2353211	SERVERWATCH
Registration Number:	2509575	PRACTICALLY NETWORKED
Registration Number:	3443803	JUSTTECHJOBS .COM
Registration Number:	2519029	JUMBO!
Registration Number:	2011728	JUMBO!
Registration Number:	2146575	EARTHWEB
Registration Number:	2483763	INTERNET.COM
Registration Number:	2551408	INTERNET.COM
Registration Number:	2551407	INTERNET.COM
Registration Number:	2508307	INTERNET.COM
Registration Number:	0699025	DATAMATION
Registration Number:	2367161	INTERNETNEWS.COM
Registration Number:	2594468	INTERNET.COM
Serial Number:	77699594	WEBOPEDIA
Registration Number:	2489596	INTERNET NEWS BUREAU
Registration Number:	2373062	DEVX
Registration Number:	2534671	
Registration Number:	2410443	HARDWARECENTRAL
Registration Number:	2408002	15SECONDS
Registration Number:	2250701	INTERNET SHOPPER
Registration Number:	2094440	
Registration Number:	2263819	WEBREFERENCE.COM
Registration Number:	2486456	WEBDEVELOPER.COM
		TRADEMARK

Registration Number:	2100493	THE LIST
Registration Number:	2078518	WEB DEVELOPER
Registration Number:	2315286	DR. WEBSITE
Registration Number:	2551419	INTERNET.COM
Registration Number:	2409000	INTERNET.COM
Registration Number:	2508306	INTERNET.COM
Registration Number:	2215560	DEVELOPER.COM

CORRESPONDENCE DATA

Fax Number: (415)268-7522

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

Email: dpung@mofo.com

Correspondent Name: Rosemary S. Tarlton

Address Line 1: Morrison & Foerster LLP, 425 Market St.

Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	65508-6000.000
NAME OF SUBMITTER:	Rosemary S. Tarlton
Signature:	/Rosemary S. Tarlton/
Date:	12/31/2009

Total Attachments: 9

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TRANSFERRED MARKS ASSIGNMENT AGREEMENT

THIS TRANSFERRED MARKS ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of November 30, 2009, by and between WebMediaBrands Inc. (formerly known as Jupitermedia Corporation, formerly known as Int Media Group, Incorporated, formerly known as Internet.com Corporation), a Delaware corporation, with principal executive offices at 50 Washington St., Norwalk, CT 06854 ("Seller") and QuinStreet, Inc., a California corporation, with principal executive offices at 1051 East Hillsdale Blvd., Foster City, CA 94404 ("Purchaser").

RECITALS

WHEREAS, Seller and Purchaser are parties to that certain Asset Purchase Agreement, dated as of August 7, 2009 (the "Asset Purchase Agreement"), by and between Seller and Purchaser, pursuant to which Seller agreed to sell, assign, transfer, convey and deliver the Business Assets to Purchaser, including all of the Trademarks primarily related to the Business and comprised in the Business IP (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 <u>Schedule 1</u> annexed hereto and made a part hereof, which are part of the Business 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, assigns, transfers, conveys and delivers to Purchaser (and its successors and assigns), as purchaser of the Business 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 <u>Schedule 1</u> as the property of Purchaser.
- 3. Seller will cooperate with 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.

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- 2 -

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

WebMediaBrands Inc.	QuinStreet, Inc.		
Ву:	Ву:		
Print Name: Alan M. Meckler	Print Name: Douglas J. Valenti		
Title: Chairman & Chief Executive Officer	Title: Chief Executive Officer		
STATE OF CONNECTICUT)			
COUNTY OF) ss:			
personally known, who, being duly sworn, did sa	efore me personally appeared Alan M. Meckler, to me ay that he is the Chairman & Chief Executive Officer of ited the foregoing instrument and that said individual and deed of said corporation.		
Notary Public			

W03 178100002/62/1571907/v4

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

By:	
Title: Chairman & Chief Executive Officer Title: Chief Executive Officer	
x	
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$oldsymbol{arkappa}$	
STATE OF CONNECTICUT)	
COUNTY OF FAIRFIELD) ss: On this 18th day of November, 2009, before me personally appeared Alan M. Meckler, to	
personally known, who, being duly sworn, did say that he is the Chairman & Chief Executive Office WebMediaBrands Inc. and that he duly executed the foregoing instrument and that said individual converged said instrument to be the free act and deed of said corporation.	r of

WENDY G. BOCCUZZI NOTARY PUBLIC COMMISSION EXPIRES NOV. 30, 2013

W03 178100002/62/1571907/v4

SCHEDULE 1

Country Name	Trademark Name	<u>AppNumber</u>	RegNumber
Algeria	INTERNET.COM	980880	56132
	INTERNET.COM THE NETWORK FOR TECHNOLOGY PROFESSIONALS and		
Argentina	Design	2783063	
, ii goniina	INTERNET.COM THE NETWORK FOR	2700000	
	TECHNOLOGY PROFESSIONALS and		
Argentina	Design	2783064	
Argentina	INTERNETCOM and Design	2045345	1646608
Argentina	WEB DEVELOPER	2011320	2167031
Australia	INTERNET.COM and Design	927249	927249
Australia	WEB DEVELOPER'S VIRTUAL LIBRARY	781771	781771
Australia	JGURU	802231	802231
Australia	HARDWARECENTRAL	823683	823683
Australia	Design (Face)	829552	829552
Australia	DEVX	832924	832924
Australia	WEB DEVELOPER	703751	703751
Australia	THECOUNTER	888733	888733
Bahrain	INTERNET.COM	1131/98	24015
Bahrain	INTERNET.COM	1132/98	SM2784
Brazil	INTERNET.COM and Design	823309169	823309169
Brazil	WI-FI PLANET and Design	826219080	826219080
Brazil	WEB DEVELOPER	819347973	819347973
Brazil	WEB DEVELOPER	819347949	819347949
Brazil	THE LIST	819321605	819321605
Brazil	INTERNET.COM and Design	823309177	823309177
Brazil	INTERNET.COM and Design	823309150	823309150
Brazil	INTERNET.COM	819973467	819973467
Brazil	DESIGN (Image of the Man)	826636349	826636349
Brazil	DESIGN (Image of the Man)	826636322	826636322
Brazil	DATAMATION	006714862	006714862
Brazil	WI-FI PLANET	826278990	
Brazil	WI-FI PLANET	826279007	
Brazil	THE LIST	819321575	819321575
Canada	ISP PLANET	1031214	TMA560756
Canada	WEB DEVELOPER.COM	1023648	TMA577829
Canada	INTERNETNEWS.COM	1147516	TMA629947
Canada	HARDWARECENTRAL	1046877	TMA551835
Canada	WEB DEVELOPER	793140	TMA520460
Canada	INTERNET.COM	880550	TMA591143
Canada	INTERNET.COM and Design	1075753	TMA618505
Canada	INTERNET.COM	891589	TMA533848
Chile	WEB DEVELOPER	343079	804424
China (People's Republic)	JGURU	9900090648	1549752
China (People's Republic)	JGURU	9900090649	1496787
China (People's Republic)	JUMBO	9900019356	1401511
China (People's Republic)	JUMBO	990019355	1433996
China (People's Republic)	WEB DEVELOPER	950130776	1002385
China (People's Republic)	THE LIST	960036395	1053998
China (People's Republic)	JGURU	9900090652	1483505
China (People's Republic)	DEVX	2000/56563	1651723

W03 178100002/62/1571907/v4

Country Name	Trademark Name	<u>AppNumber</u>	<u>RegNumber</u>
China (People's Republic)	NEWSLINX	9900099989	1487952
China (People's Republic)	JGURU	9900090653	1535984
China (People's Republic)	JGURU	99900090651	1471994
China (People's Republic)	JGURU	99900090650	1499451
China (People's Republic)	INTERNETNEWS	9900019367	1452738
China (People's Republic)	INTERNET.COM and Design	2000147359	1794331
China (People's Republic)	INTERNET.COM and Design	2000147358	1744811
China (People's Republic)	INTERNET.COM	9900118960	1620640
China (People's Republic)	DEVX	2000/56361	1711826
China (People's Republic)	WEB DEVELOPER	950130777	1009574
China (People's Republic)	INTERNET.COM and Design	2000147357	1668794
China (People's Republic)	DEVX	2000/56362	1744917
Colombia	WEBREFERENCE.COM	98076618	219523
Colombia	JUMBO	98076606	244154
Colombia	THE LIST	967226	191580
Colombia	THE LIST	967228	191581
Colombia	WEB DEVELOPER	967217	191574
		1	
Colombia	WEB DEVELOPER	967219	191576
Colombia	WEB DEVELOPER	967218	191575
Colombia	WEB DEVELOPER'S VIRTUAL LIBRARY	18522	240499
Costa Rica	WEB DEVELOPER	7774-96	102449
Ecuador	THE LIST	65777	3397-97
Ecuador	THE LIST	65776	1393-97
Ecuador	WEB DEVELOPER	65767	1390-97
Ecuador	INTERNET.COM	88944	833-00
Egypt	INTERNET.COM	107703	107703
Egypt	INTERNET.COM	107704	107704
Gaza District	INTERNET.COM	5608	5608
Gaza District	INTERNET.COM	5609	5609
Hong Kong	WEB DEVELOPER	8091/96	B7622/2000
Hong Kong	WEBOPEDIA and Design	300399132	300399132
Hong Kong	JUMBO	17385/98	200013287AA
Hong Kong	HARDWARECENTRAL	3241/2000	B10987/2001
India	WEB DEVELOPER	722499	722499
India	INTERNET.COM and Design	958768	958768
India	INTERNET.COM	1236843	1236843
Indonesia	INTERNETCOM	J9620592	IDM000124171
Indonesia	INTERNET.COM	J002006008072	IDM000140929
Indonesia	WEB DEVELOPER	96/16141	391213
Indonesia	WEB DEVELOPER		IDM000112072
Israel	WEB DEVELOPER	106058	106058
Israel	WEB DEVELOPER	106059	106059
Israel	WEB DEVELOPER	106057	106057
Israel	INTERNET.COM and Design	141955	141955
Israel	INTERNET.COM and Design	141957	141957
Israel	INTERNET.COM	112850	112850
Israel	INTERNET.COM and Design	141956	141956
Japan	ISP PLANT	11-117020	4599375
Japan	Design (Face)	2000-40539	4537502
Japan	WI-FI PLANET	2003-91851	4802720
Japan	WEB DEVELOPER	8-23432	4363777
Japan	INTERNET.COM and Design	2000-102193	4884637
Japan	EARTHWEB	9-14662	4566488
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Japan	DEVX	2000/45448	4551704

Country Name	<u>Trademark Name</u>	<u>AppNumber</u>	RegNumber
Japan	DEVX	2000/45446	4482383
Japan	DEVX	2000/45447	4551703
Jordan	INTERNET.COM	50838	50838
Korea, Republic of	NEWSLINX	NEWSLINX 99-12321	
Korea, Republic of	WEB DEVELOPER	5182/96	39964
Kuwait	INTERNET.COM	58718	51274
Lebanon	INTERNET.COM	149941	76264
Malaysia	WEB DEVELOPER	95/13012	95/13012
Malaysia	WEB DEVELOPER	96/007126	
Mexico	INTERNETNEWS	360585	611170
Mexico	INTERNET.COM THE NETWORK FOR TECHNOLOGY PROFESSIONALS and Design	958053	
Mexico	THECOUNTER	506869	814807
Mexico	WEBREFERENCE.COM	360590	678869
Mexico	INTERNET.COM	348469	615267
Morocco	INTERNET.COM	66597	66597
New Zealand	INTERNET.COM and Design	623533	623533
New Zealand	INTERNET.COM and Design	623531	623531
New Zealand	INTERNETCOM and Design	268682	268682
New Zealand	INTERNET.COM and Design	623532	623532
New Zealand	WEB DEVELOPER	252434	252434
New Zealand	DATAMATION	118577	118577
Oman	INTERNET.COM	18137	18137
Oman	INTERNET.COM	18136	18136
Paraguay	WEB DEVELOPER	9618399	305901
Peru	INTERNET.COM	65624	70161
Peru	WEB DEVELOPER	18312	11179
Peru	WEB DEVELOPER	285411	31514
Philippines	WEB DEVELOPER	116783	4-1997-116783
Philippines	WEB DEVELOPER	116785	116785
Philippines	INTERNET.COM	4-1998-006500	110700
Qatar	INTERNET.COM	19007	19007
Saudi Arabia	INTERNET.COM	45527	652/39
Singapore	DATAMATION	T00/21079D	T00/21079D
Singapore	EARTHWEB	T97/04030I	T97/04030I
Singapore	EARTHWEB	T9907220H	T9907220H
Singapore	THECOUNTER	T01/14605D	T01/14605D
Singapore	WEB DEVELOPER	T95/11278G	T95/11278G
Singapore	INTERNET.COM and Design	T05/01130G	199/112700
South Africa	INTERNET.COM and Design	2000/18521	2000/18521
South Africa	WEB DEVELOPER	96/8492	96/8492
South Africa	THECOUNTER	2001/15554	2001/15554
South Africa	INTERNET.COM and Black & White Design	98/11096	98/11096
South Africa	INTERNET.COM and Design	2000/18520	2000/18520
South Africa	INTERNET.COM and Design	2000/18519	2000/18519
South Africa	INTERNET.COM and Black & White Design	98/11097	98/11097
Taiwan	SHARKYEXTREME	(89)021284	138741
Taiwan	HARDWARECENTRAL	89008206	145217
Taiwan	WEB DEVELOPER	8533220	781036
Thailand	WEB DEVELOPER	317424	KOR66955
Tunisia	WEBREFERENCE.COM	970947	970947
United Arab Emirates	WEB DEVELOPER	18057	16454

Country Name	<u>Trademark Name</u>	<u>AppNumber</u>	RegNumber
United Arab Emirates	WEB DEVELOPER	31834	24062
United States of America	SCRIPTSEARCH	75/732311	2409607
United States of America	INTERNET.COM and Design	76/137557	2800734
United States of America	ASP 101	76/192620	2573287
United States of America	Design (Face)	75/824148	2532741
United States of America	Design (Face)	75/823775	2532740
United States of America	SQLCOURSE.COM	75/818743	2641180
United States of America	ATNEWYORK	75/732307	2601652
United States of America	WEB DEVELOPER.COM	75/978479	2458667
United States of America	VIRTUALDR	75/814073	2410444
United States of America	ISP PLANET	75/732312	2397439
United States of America	Design (Nerd Boy)	77/144172	3355519
United States of America	THECOUNTER	76/224606	2596330
United States of America	NEWSLINX	75/648875	2787682
United States of America	JGURU	75/633249	2530255
United States of America	JGURU	75/633248	2559320
United States of America	JGURU	75/633236	2411314
United States of America	WINPLANET	75/814071	2410442
	WEB DEVELOPER'S VIRTUAL LIBRARY		
United States of America	and Design	78/743950	3173715
United States of America	PROJECT COOL	78/595325	3079276
United States of America	WI-FI PLANET	77/350237	3462134
United States of America	DRM WATCH & Design	76/563737	3190430
United States of America	JUSTTECHJOBS	77/144,155	3447705
United States of America	DBASUPPORT	76/169796	2671108
United States of America	DATAMATION	76/065,135	2667728
United States of America	ASP NEWS	76073217	2537466
United States of America	WINDRIVERS	76169797	2645237
United States of America	SERVERWATCH	75/520292	2353211
United States of America	PRACTICALLY NETWORKED	76/148430	2509575
United States of America	JUSTTECHJOBS.COM & Design	76/144197	3443803
United States of America	JUMBO!	75/591721	2519029
United States of America	JUMBO!	74/719926	2011728
United States of America	EARTHWEB	74/554908	2146575
United States of America	INTERNET.COM	75/979998	2483763
United States of America	INTERNET.COM	75/307982	2551408
United States of America	INTERNET.COM	75/307981	2551407
United States of America	INTERNET.COM	75/307980	2508307
United States of America	DATAMATION	72/079534	699025
United States of America	INTERNETNEWS.COM	75/274748	2367161
United States of America	INTERNET.COM	75/114681	2594468
United States of America	WEBOPEDIA	77/699594	
United States of America	INTERNET NEWS BUREAU	75/837512	2489596
United States of America	DEVX	75/834305	2373062
United States of America	Design (Face)	75/824153	2534671
United States of America	HARDWARECENTRAL	75/814072	2410443
United States of America	15SECONDS	75/698571	2408002
United States of America	INTERNET SHOPPER	75/023562	2250701
United States of America	DESIGN (Fang Miscellaneous Design)	75/023302	2094440
United States of America	WEBREFERENCE.COM	75/417526	2263819
United States of America	WEBDEVELOPER.COM	75/391638	2486456
United States of America	THE LIST	75/061901	2100493
United States of America	WEB DEVELOPER DB WEBSITE	75/013986	2078518
United States of America	DR. WEBSITE	75/357560	2315286

Country Name	<u>Trademark Name</u>	<u>AppNumber</u>	RegNumber
United States of America	INTERNET.COM	75/403807	2551419
United States of America	INTERNET.COM	75/307983	2406000
United States of America	INTERNET.COM	75/307599	2508306
United States of America	DEVELOPER.COM	75/189656	2215560
Uruguay	INTERNET.COM	305082	305082
Uruguay	WEB DEVELOPER	287952	287952
Venezuela	WEB DEVELOPER	2249/96	197.437-P
Venezuela	WEB DEVELOPER	2250/96	197.438-P
Venezuela	INTERNETCOM	18979-96	14.657-S
Venezuela	INTERNET.COM	20003/99	30804-S
West Bank	INTERNET.COM	6372	6372
West Bank	INTERNET.COM	7178	7178
Yemen, Republic of	INTERNET.COM	12621	10752
Yemen, Republic of	INTERNET.COM	12622	10753

RECORDED: 12/31/2009