

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Interlinx, L.L.C.		05/24/2010	LIMITED LIABILITY COMPANY: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	QuinStreet, Inc.		
<b>Street Address:</b>	1051 East Hillsdale Blvd.		
<b>City:</b>	Foster City		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94404		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2230462	BUDGETLIFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)268-7522		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Email:</b>	dpung@mofo.com		
<b>Correspondent Name:</b>	Rosemary S. Tarlton		
<b>Address Line 1:</b>	Morrison & Foerster LLP, 425 Market St.		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105-2482		
<b>ATTORNEY DOCKET NUMBER:</b>	65508-6085.000		
<b>NAME OF SUBMITTER:</b>	Rosemary S. Tarlton		
<b>Signature:</b>	/Rosemary S. Tarlton/		
<b>Date:</b>	08/17/2010		

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**Total Attachments: 3**

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TRADEMARK ASSIGNMENT  
IN THE UNITED STATES  
PATENT AND TRADEMARK OFFICE  
TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made this ~~24~~<sup>24</sup> day of May, 2010 by and between Interlinx, L.L.C., a Michigan limited liability company ("Assignor"), and QuinStreet, Inc., a Delaware corporation ("Assignee"), pursuant to the provisions of that certain Asset Purchase Agreement, dated as of April 16, 2010 (the "Purchase Agreement"), by and among Assignee, Assignor, Terence M. Burt and Patricia A. Burt. 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, 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, (as defined in the Purchase Agreement) 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.

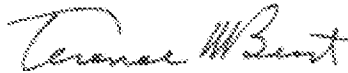
This Assignment shall be binding upon the parties, their successors and/or assigns and all others acting by, through, with or under their direction, and all those in privity therewith.

[signature page follows]

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.

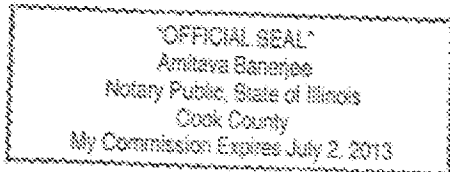
IN TESTIMONY WHEREOF, I, a duly authorized officer or agent of said Assignor, hereunto set my hand and seal this 24th day of May, 2010.

Interlinx L.L.C.



Name: TERENCE M. BURT  
Title: MEMBER

[NOTARY STAMP]



*Amitava Banerjee*  
05/14/2010

SCHEDULE 1  
MARK

Trademark Name	Registration Number	Claimant	Registration Date
BUDGETLIFE	2230462	INTERLINK, LLC, LIMITED LIABILITY COMPANY MICHIGAN	March 9, 1999