

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Quinstreet, Inc.		09/29/2008	CORPORATION: CALIFORNIA
Cyberspace Communications Corporation		09/29/2008	CORPORATION: OKLAHOMA
Reliableremodeler.com, Inc.		09/29/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	75 East Trimble Road, M/C 4770
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	a Banking Association: TEXAS

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2556991	QUINSTREET
Registration Number:	2838705	EMCHOICE
Registration Number:	3010815	CUSTOMERS ON DEMAND
Registration Number:	3210411	RUNORMAL
Registration Number:	3150788	FACE YOUR KITCHEN
Registration Number:	3122380	VENDORSEEK.COM
Registration Number:	2526675	SUREHITS
Registration Number:	2631535	RELIABLEREMODELER.COM
Registration Number:	3381905	RELIABLE REMODELER.COM THE RIGHT CONTRACTOR. THE RIGHT PRICE. RIGHT NOW.
Registration Number:	3056657	THE WORLD'S LARGEST DIRECTORY OF ONLINE EDUCATION
Registration Number:	3027141	THE MORE YOU LEARN, THE MORE YOU ARE

OP \$390.00 2556991

Serial Number:	78250512	WORLDWIDELEARN
Registration Number:	2659411	CHEF2CHEF
Registration Number:	3085055	HQ PUBLICATIONS
Registration Number:	3412790	INKLE MEDIA

CORRESPONDENCE DATA

Fax Number: (734)930-2494

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

Phone: 734-761-3780

Email: asujek@bodmanllp.com

Correspondent Name: Angela Alvarez Sujek - Bodman LLP

Address Line 1: 201 S. Division Street, Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	34080-1 QUINSTREET INC.
NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/angela alvarez sujek/
Date:	01/05/2009

Total Attachments: 7

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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of September 29, 2008 and effective as of the Effective Date, between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of September 29, 2008 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Quinstreet, Inc. ("Borrower"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of September 29, 2008, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements

listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in *Schedule 1.1* attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof,

or (c) if such release has been approved by the requisite Lenders in accordance with Section 12.11 of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

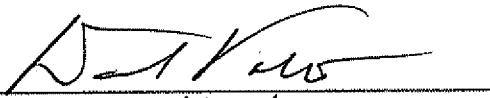
DEBTORS:

QUINSTREET, INC.

By: 
Name: Douglas J. Valenti
Title CEO

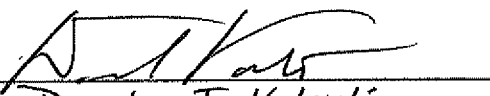
Address for Notices:
1051 East Hillsdale Blvd.
Foster City, California 94404
Fax No.: (650) 578-7604
Telephone No.:
Attention: Chief Financial Officer

CYBERSPACE COMMUNICATIONS
CORPORATION

By: 
Name: Douglas J. Valenti
Title President

Address for Notices:
1051 East Hillsdale Blvd.
Foster City, California 94404
Fax No.: (650) 578-7604
Telephone No.:
Attention: Chief Financial Officer

RELIABLEREMODELERS.COM, INC.

By: 
Name: Douglas J. Valenti
Title President

Address for Notices:
1051 East Hillsdale Blvd.
Foster City, California 94404
Fax No.: (650) 578-7604
Telephone No.:
Attention: Chief Financial Officer

Signature Page to Agreement (Trademark) (873759)

SECURED PARTY:

COMERICA BANK, as Agent

By: 

Its: Senior Vice President

SCHEDULE 1.1

PATENTS AND PATENT APPLICATIONS

PATENT TITLE	OWNER	APP. NO./ REG. NO.
SYSTEM FOR ENHANCING WEB-BASED MARKETING EFFICIENCY OF FRAGMENTED BUSINESS	QuinStreet, Inc.	11161812
APPARATUS AND METHOD FOR PRECLUDING EMAIL DISTRIBUTION	QuinStreet, Inc.	10600249

PATENT LICENSES - NONE

COPYRIGHTS AND COPYRIGHT APPLICATIONS

NO.	TITLE	NAME OF CLAIMANT	DATE OF PUBLICATION	EFF. DATE OF REG.
TX5954615	NEW TRAFFIC SPLITTING PROGRAM MARCH 2004	QuinStreet, Inc.	2004-03-09	2004-04-12
TXu1157974	INTEGRATED SITE TRACKING PROGRAM	QuinStreet, Inc.		2004-02-12
TX5737794	EMCHOICE	QuinStreet, Inc.	2002-12-01	2003-05-01

COPYRIGHT LICENSES - NONE

TRADEMARKS AND TRADEMARK APPLICATIONS

OWNER	TRADEMARK NAME	APP. NO./ REG. NO.
QuinStreet, Inc.	QUINSTREET	2556991
QuinStreet, Inc.	EMCHOICE	2838705
QuinStreet, Inc.	CUSTOMERS ON DEMAND	3010815
QuinStreet, Inc.	RUNORMAL	3210411
QuinStreet, Inc.	FACEYOURKITCHEN	3150788
VendorSeek.com	VENDORSEEK.COM	3122380
CyberSpace Communications Corp.	SUREHITS	2526675
ReliableRemodeler.com, Inc.	RELIABLEREMODELER.COM	2631535
ReliableRemodeler.com, Inc.	RELIABLEREMODELER.COM The Right Contractor. The Right Price. Right Now.	3381905
World Wide Learn Inc.	THE WORLD'S LARGEST DIRECTORY OF ONLINE EDUCATION	3056657
World Wide Learn Inc.	THE MORE YOU LEARN, THE MORE YOU ARE	3027141
World Wide Learn Inc.	WORLDWIDELEARN	78250512
HQ Publications, LLC	CHEF2CHEF	2659411

HQ Publications, LLC	HQ PUBLICATIONS	3085055
HQ Publications, LLC	INKLE MEDIA	3412790

TRADEMARK LICENSES – NONE