

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
Insurance.com Group, Inc.		07/26/2010	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: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77871325	GET QUOTES	
Serial Number:	77871447	INSURANCE.COM, GET QUOTES	
Registration Number:	3283421	MAY THE BEST QUOTE WIN	
Registration Number:	3695308	RATEWIDGET	
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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/		

CH \$115.00 77871325

TRADEMARK

Date:

07/27/2010

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) dated as of July 26, 2010 (the “**Effective Date**”), is made by and between Insurance.com Group, Inc., a Delaware corporation (“**Assignor**”), and QuinStreet, Inc., a Delaware corporation (“**Assignee**”).

A. WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, the Purchased Assets (all capitalized terms used but not otherwise defined herein having the meanings set forth in the Purchase Agreement);

B. WHEREAS, prior to the Effective Date, Assignor was the owner of the entire right, title and interest in, to and under the United States and foreign trademark registrations and applications for registration of trademarks identified and set forth on Schedule A, and the goodwill associated with all of the foregoing, all of which are part of the Purchased Assets (collectively, the “**Trademarks**”); and

C. WHEREAS, Assignor and Assignee desire to reflect Assignor’s assignment of the Trademarks to Assignee.

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

1. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee (and its successors and assigns), as purchaser of the Purchased Assets, all of Assignor’s worldwide right, title and interest in and to the Trademarks, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

3. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee’s request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (a) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (b) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; and (c) implementation, perfection and/or recording of this Assignment and designating Assignee as owner of the Trademarks.

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

5. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their respective successors and assigns. 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). This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to application of choice of law principles.

6. This Assignment may be executed in counterparts, each of which shall be deemed an original, and both of which together will constitute one and the same instrument.

[Signatures on the Following Pages.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the Effective Date.

INSURANCE.COM GROUP, INC.

By: *M Klapper*
Name: Robert Klapper
Title: CEO

STATE OF Ohio)
OF Cuyahoga) SS: COUNTY

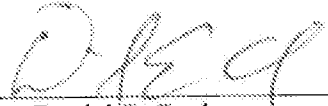
On this 2nd day of July, 2010 before me Robert Klapper, known to me to be CEO of Insurance.com Group, Inc., who acknowledged that he signed this instrument as a free act on behalf of Insurance.com Group, Inc.

Notary Public:
My commission expires:

Beverly H. Thomas

BEVERLY H. THOMAS
Notary Public - State of Ohio, Cuyahoga Co.
My Commission Expires 10/6/14

QUINSTREET, INC.

By: 

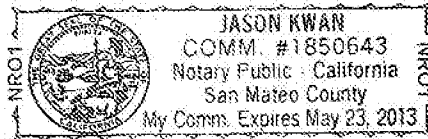
Name: Daniel E. Caul

Title: General Counsel and Senior Vice President

STATE OF _____)
) SS: COUNTY
OF _____)

On this 22 day of June, 2010 before me _____, known to me to be General Counsel and Senior Vice President of QuinStreet, Inc., who acknowledged that he signed this instrument as a free act on behalf of QuinStreet, Inc.

Notary Public: Jason Kwan
My commission expires: May 23, 2013



Schedule A

Trademarks

U.S.

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
1.	GET QUOTES (Design)	77/871325	11/12/2009		
2.	INSURANCE.COM "Get Quotes" (Stylized & Design)	77/871447	11/12/2009		
3.	MAY THE BEST QUOTE WIN	76/650427	11/16/2005	3283421	8/21/2007
4.	RATEWIDGET	77/688259	3/11/2009	3695308	10/13/2009

Canada

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
1.	INSURANCE.COM (Stylized & Design)	1095213	3/8/2001	TMA618116	8/30/2004