

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enterprise Media Group, Inc.		02/03/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	QuinStreet, Inc.		
Street Address:	950 Tower Lane, 6th Floor		
City:	Foster City		
State/Country:	CALIFORNIA		
Postal Code:	94404		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3090989	BASELINE BIS	
Registration Number:	2495787	E WEEK	
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415-268-6810		
Email:	kfraser@mofo.com		
Correspondent Name:	Rosemary S. Tarlton		
Address Line 1:	Morrison & Foerster LLP		
Address Line 2:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	65508-6000000		
NAME OF SUBMITTER:	Rosemary S. Tarlton		
Signature:	/Rosemary S. Tarlton/		

CH \$65.00 3090989

TRADEMARK

Date:

04/09/2012

Total Attachments: 11

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EXECUTION VERSION

TRANSFERRED TRADEMARK ASSIGNMENT

THIS TRANSFERRED TRADEMARK ASSIGNMENT (this “**Agreement**”) is made and entered into this 3rd day of February 2012 among Enterprise Media Group, Inc. (d/b/a Ziff Davis Enterprise), a Delaware corporation (“**Seller**”) and QuinStreet, Inc., a Delaware corporation (“**Purchaser**”). Capitalized terms used herein but not defined in this Agreement shall have the meanings given to them in the Purchase Agreement (as such term is defined below).

RECITALS

WHEREAS, Purchaser, Seller and the Lenders have entered into an Asset Purchase Agreement, dated as of even date herewith (the “**Purchase Agreement**”), for, among other things, the sale of the Business Assets to, and the purchase of the Business Assets by, Purchaser;

WHEREAS, Seller is the sole owner of the entire right, title and interest in and to the trademarks, and any and all registrations and use-based applications for registration pertaining thereto, listed in the attached Schedule A, together with the goodwill of any business connected to and symbolized by such trademarks (collectively, the “**Trademarks**”); and

WHEREAS, in accordance with the terms of the Purchase Agreement, Seller and Purchaser are entering into this Agreement in order to accomplish the delivery, transfer, conveyance and assignment by Seller to Purchaser of all of Seller’s right, title and interest in and to the Trademarks, and Purchaser wishes to accept such delivery, transfer, conveyance and assignment, on the terms and subject to the conditions set forth in the Purchase Agreement.

AGREEMENT

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

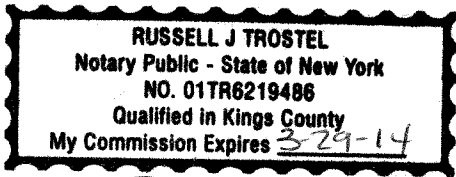
1. Pursuant and subject to the Purchase Agreement, Seller hereby assigns, transfers, conveys and delivers to Purchaser, its successors and assigns, on an exclusive basis and forever all of its right, title and interest in and to the Trademarks.
2. In consideration for this Trademark Assignment, Purchaser shall pay to Seller such good and valuable consideration as set forth in the Purchase Agreement.
3. Seller agrees to execute and deliver to Purchaser such instruments of transfer and other instruments as may reasonably be requested by, and prepared and provided by, Purchaser in order to confirm the assignment, transfer, conveyance and delivery contemplated by this Agreement.
4. This Agreement is subject to all the terms and conditions of the Purchase

Agreement. No provision of this Agreement shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

5. This Agreement may be executed and delivered (including by facsimile or other electronic transmission) in two or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first above written.



[Handwritten signature]

SELLER:

ENTERPRISE MEDIA GROUP, INC.

By: *Steve Weitzner*
Name: *STEVE WEITZNER*
Title: *CEO*

PURCHASER:

QUINSTREET, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first above written.

SELLER:

ENTERPRISE MEDIA GROUP, INC.

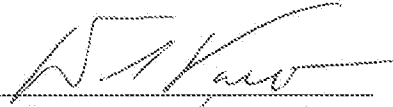
By: _____

Name:

Title:

PURCHASER:

QUINSTREET, INC.

By:  _____

Name:

Title:

Doug Valenti
CEO

[Signature Page to Transferred Trademark Assignment Agreement]

SCHEDULE A**Enterprise Media Group, Inc. - Trademarks**

Trademark	Country Name	Filing Date	Application Number	Registration Date	Registration Number	Status	Classes
BASELINE	Mexico	09/07/01	506072	08/27/02	761087	Registered	16
BASELINE	India	04/19/01	1046827	09/24/01	1046827	Registered	16
BASELINE	European Community	10/17/01	2414605	01/03/03	2414605	Registered	16, 41
BASELINE	Japan	09/07/01	2001-081154	02/21/03	4646507	Registered	16, 42
BASELINE	Mexico	09/07/01	506073	12/15/04	863668	Registered	42
BASELINE	Canada	08/13/01	1112657	07/22/03	TMA585,777	Registered	16, 42
BASELINE	China	10/30/05	3891307	04/13/06	3891307	Registered	9
BASELINE BIS	United States of America	10/27/03	78318915	05/09/06	3090989	Registered	42
BASELINE IN CHINESE	China	10/30/05	3891329	04/13/06	3891329	Registered	9
BASELINE IN CHINESE	China	10/30/05	3891327	07/06/06	3891327	Registered	41
BASELINE IN CHINESE	China	10/30/05	3891328	06/13/06	3891328	Registered	16
CIO INSIGHT	Singapore	09/25/01	T01/15066C	09/25/01	T01/15066C	Registered	16

Trademark	Country Name	Filing Date	Application Number	Registration Date	Registration Number	Status	Classes
CIO INSIGHT	China	10/30/05	3891331	04/13/06	3891331	Registered	41
CIO INSIGHT	European Community	07/20/01	2310118	01/08/03	2310118	Registered	16, 42
CIO INSIGHT	New Zealand	09/27/01	646111	05/30/03	646111	Registered	42
CIO INSIGHT	New Zealand	09/27/01	646110	05/28/03	646110	Registered	16
CIO INSIGHT	Taiwan	10/12/01	90042025	01/28/03	172319	Registered	42
CIO INSIGHT	Taiwan	10/12/01	90042024	12/30/02	170871	Registered	41
CIO INSIGHT	China	07/26/01	1923694	01/20/03	1923694	Registered	16
CIO INSIGHT	Taiwan	10/12/01	90042023	06/02/03	1035118	Registered	16
CIO INSIGHT	Canada	06/15/01	1106617	05/27/04	611268	Registered	16, 42
CIO INSIGHT	Mexico	10/19/01	516023	09/30/02	763639	Registered	16
CIO INSIGHT	Australia	09/06/01	888347	06/18/03	888347	Registered	16
CIO INSIGHT	Korea, Republic of	10/19/01	402001-45902			Pending	16
CIO INSIGHT	Korea, Republic of	10/19/01	402001-20270	08/20/03	4189589	Registered	42
CIO INSIGHT	Japan	09/07/01	2001-081155	01/10/03	4634181	Registered	16, 42
CIO INSIGHT	Mexico	10/19/01	513024	05/09/02	728109	Registered	42
CIO INSIGHT IN	China	11/08/05	3891332	06/13/06	3891332	Registered	16

Trademark	Country Name	Filing Date	Application Number	Registration Date	Registration Number	Status	Classes
CHINESE							
E-WEEK	European Community	04/06/00	1596493	06/19/01	1546493	Registered	
EWEEK	European Community	04/11/01	1603414	06/05/01	1603414	Registered	
EWEEK	Canada	09/12/00	1,074,604	07/02/03	585710	Registered	16, 42
EWEEK	Romania	07/05/01	M200103240			Pending	16, 42
EWEEK	European Community	09/04/00	1838044	05/03/02	1838044	Registered	16, 42
EWEEK	China	01/17/04	3891334	04/13/06	3891334	Registered	9
EWEEK	Russian Federation	07/02/01	2001719630	02/26/03	239263	Registered	16, 41
EWEEK	Singapore	09/08/00	T00/15859H	07/02/02	1585914	Registered	16
EWEEK	Brazil	09/11/00	813142710			Registered	42
EWEEK .	United States of America	03/10/00	75/941126	10/09/01	2495787	Registered	16, 42
EWEEK	Japan	09/11/00	2000-99714.	01/18/02	4537031	Registered	16, 42
EWEEK	Thailand	09/11/00	432127	08/09/04	151377	Registered	16
EWEEK	Thailand	09/11/00	432128	08/04/04	15252	Registered	42
EWEEK	Turkey	09/06/00	2000/018601	09/06/00	2000/018601	Registered	16, 41
EWEEK	Taiwan	09/26/00	89055502	10/16/01	966060	Registered	16, 42

Trademark	Country Name	Filing Date	Application Number	Registration Date	Registration Number	Status	Classes
EWEEK	Taiwan	09/26/00	89055501	11/16/01	970279	Registered	9
EWEEK	China	09/11/00	2000140752			Pending	16
EWEEK	China	09/11/00	2000140753	01/06/02	1695974	Registered	38
EWEEK	China	09/11/00	2000140754	04/20/02	1754399	Registered	42
EWEEK	Singapore	09/08/00	TOWI 5860A	05/02/02	15860A	Registered	42
EWEEK	India	09/08/00				Pending	16, 42
EWEEK	France	02/20/02	23149079	07/26/02	23149079	Registered	9, 16, 42
EWEEK	Mexico	09/05/00	466,047	09/27/01	716894	Registered	42
EWEEK	Brazil	09/11/00	813142701			Published	16
EWEEK	Mexico	09/05/00	466,048	02/26/03	721305	Registered	16
EWEEK	Israel	09/03/00	141454	01/02/02	14154	Registered	42
EWEEK	Bulgaria	06/26/01	55414	08/01/03	43700	Registered	16, 41
EWEEK	Australia	09/06/00	849273	04/17/01	849273	Registered	9, 16, 41, & 42
EWEEK	Israel	09/03/00	141453	03/02/02	14153	Registered	16
EWEEK & DESIGN	Singapore	09/08/00	T00/15861Z	07/15/02	1581Z	Registered	16

Trademark	Country Name	Filing Date	Application Number	Registration Date	Registration Number	Status	Classes
EWEEK & DESIGN	Russian Federation	07/02/01	2001719630	02/26/03	239263	Registered	16, 41
EWEEK & DESIGN	Singapore	09/08/00	TOO/15862H	11/02/03	15862H	Registered	42
EWEEK & DESIGN	China	09/11/00	2000140755	10/20/01	1652755	Registered	16
EWEEK & DESIGN	China	09/11/00	2000140756	01/06/02	1695976	Registered	38
EWEEK & DESIGN	China	09/11/00	2000140757	03/27/02	1739733	Registered	42
EWEEK & DESIGN	European Community	09/04/00	1837871	07/01/02	1837871	Registered	16, 42
EWEEK & DESIGN	Thailand	09/11/00	432130			Registered	42
EWEEK & DESIGN	Thailand	09/11/00	432129	09/10/01	TM148956	Registered	16
IT WEEK	European Community	02/11/97	463901	03/29/00	463901	Registered	16, 38, 42
IT WEEK LOGO	Brazil	09/08/98	821045547	07/01/03	821045547	Registered	16
IT WEEK LOGO	China	09/07/98	9800101978	05/07/00	9800701978	Registered	38
IT WEEK LOGO	China	09/07/98	9800101977	03/07/00	1370444	Registered	16
IT WEEK LOCO	European Community	03/05/98	763821	01/26/00	763821	Registered	16, 35, 38, 41, 42
IT WEEK LOGO	Japan	09/07/98	10-75686	06/29/01	4486713	Registered	42
PC WEEK	Poland	06/24/92	Z-110796		76421	Pending	16

Trademark	Country Name	Filing Date	Application Number	Registration Date	Registration Number	Status	Classes
PC WEEK	Brazil	03/09/93	817143157	01/10/95	817143157	Registered	11
PC WEEK	Thailand	09/29/99	399425	05/10/01	TM134172	Registered	16
PC WEEK	India	01/15/97	730563			Pending	16
PC WEEK	India	01/16/97	730563	03/09/05	418314	Registered	9
PC WEEK	Ecuador	05/11/99	95740	06/27/00	3503-00	Registered	16
PC WEEK	Thailand	09/29/99	399426	04/10/02	399426	Registered	42
PC WEEK	Ukraine	05/29/95	95051708/T	11/15/00	16821	Registered	9, 16, 42
PC WEEK	Singapore	11/05/97	13610/97	10/15/02	13610/97	Registered	42
PC WEEK	Taiwan	07/03/97	86011453	02/01/00	881944	Registered	16
PUBLISH.COM	United States of America	02/03/00	7590062	03/30/04	2828169	Registered	16, 42
SPENCER F. KATT: RUMOR CENTRAL	United States of America	11/30/99	75/861250	07/10/01	2467296	Registered	16

Baseline	Dead	USA	04/19/01	76243052	11.08.02	2633134	Registered	16, 42
Baseline & Desgin	Dead	USA	10/19/01	76/327577	07.15.03	2735981	Registered	16, 42
Baseline Tag Line (Desgin only)	Dead	USA	10/19/01	76/328315	11.19.02	2652911	Registered	16, 42

CIO Insight	Dead	USA	12/27/00	78/04066	02.11.03	2686531	Registered	16, 42
eWeek (Stylized Design)	Dead	USA	08/02/00	76/101774	05.14.02	2569421	Registered	16, 42
IT Insider Series	Dead	USA	12/11/00	76/181232	03.11.03	2694629	Registered	16, 41, 42
Spencer F. Katt	Dead	USA	11/16/99	75/835252	03.26.02	2553485	Registered	42
Interactive Week	Dead	USA	10/24/00	76/152828	10.06.02	263022	Registered	16, 42
Smart Partner	Dead	USA	04/26/00	75/980061	05.14.02	2569106	Registered	16, 42