

07-22-2003

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

International Microcomputer Software, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 06/25/2003

2. Name and address of receiving party(ies)

Name: Jupitermedia Corporation

Internal Address:

Street Address: 23 Old Kings Highway South City: Darien State: CT Zip: 06820

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

OFFICE OF PUBLIC RECORDS 2003 JUL 17 AM 9:20 FINANCE SECTION

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

78/137,951

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Claudia Cantarella

Internal Address: Willkie Farr & Gallagher

Street Address: 787 Seventh Avenue

City: New York State: NY Zip: 10019

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

23-2405

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nancy Sabarra

Name of Person Signing

Nancy Sabarra Signature

July 17, 2003

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

07/21/2003 LABELER 00000187 232405 78137951

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## TRADEMARK ASSIGNMENT

This Assignment is made as of the 25th day of June, 2003 (the "Trademark Assignment") between International Microcomputer Software, Inc., a California corporation ("IMSI"), and ArtToday.com, Inc., an Arizona corporation ("ArtToday.com") (collectively "Assignor(s)") and Jupitermedia Corporation, a Delaware corporation ("Assignee").

WHEREAS, Assignors own all right, title, and interest in and to the trademarks and service marks listed on the attached Schedule A, all applications and registrations pertaining thereto, all common law rights and domain name rights associated therewith, together with all goodwill arising from the use of and symbolized by said trademarks (the "Trademarks"); and

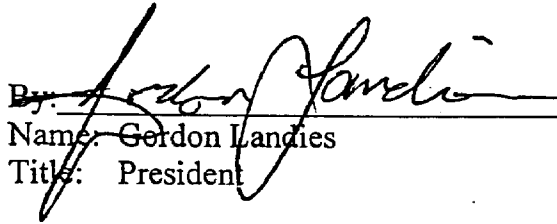
WHEREAS, IMSI and Assignee have entered into a Stock Purchase Agreement, dated as of June 24, 2003, and in connection therewith the Assignors have agreed to assign and Assignee has agreed to acquire, all right, title and interest in and to the Trademarks, together with all of the goodwill associated therewith, and all rights to claims of past infringement thereof.

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignors do hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignors' right, title, and interest in and to the Trademarks throughout the world, including all applications and registrations therefor and all goodwill pertaining thereto, the right to conduct business under the Trademarks, including the right to license others under the Trademarks, the portion of the business of Assignors to which any intent-to-use application pertains, and all rights to sue and to collect all damages and payments for claims of past or future infringements or misappropriations thereof.

Assignors hereby agree to execute upon the request of Assignee, at Assignors' expense, such additional documents as are reasonably necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Trademarks worldwide, including all documents necessary to register in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

INTERNATIONAL MICROCOMPUTER SOFTWARE, INC.

By:   
Name: Gordon Landies  
Title: President

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of June, 2003, before me personally appeared \_\_\_\_\_, to me personally known, who, being duly sworn, did say that he is the \_\_\_\_\_ of ArtToday.com, Inc. and that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

ARTTODAY.COM, INC.

By : \_\_\_\_\_  
Name: Peter Gariepy  
Title: President

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of June, 2003, before me personally appeared \_\_\_\_\_, to me personally known, who, being duly sworn, did say that he is the \_\_\_\_\_ of ArtToday.com, Inc. and that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

INTERNATIONAL MICROCOMPUTER SOFTWARE, INC.

By: \_\_\_\_\_  
Name: Gordon Landies  
Title: President

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of June, 2003, before me personally appeared \_\_\_\_\_, to me personally known, who, being duly sworn, did say that he is the \_\_\_\_\_ of ArtToday.com, Inc. and that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

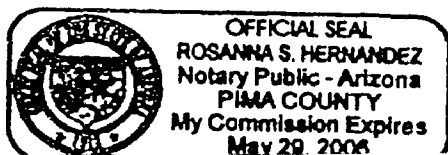
ARTTODAY.COM, INC.

By: \_\_\_\_\_  
Name: Peter Gariepy  
Title: President

STATE OF Arizona )  
 ) ss:  
COUNTY OF Pima )

On this 26<sup>th</sup> day of June, 2003, before me personally appeared Peter Matthew Gariepy, to me personally known, who, being duly sworn, did say that he is the \_\_\_\_\_ of ArtToday.com, Inc. and that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Rosanna S. Hernandez  
Notary Public



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5907

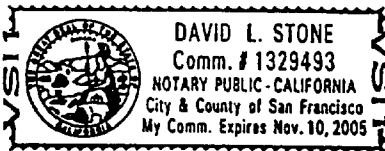
State of CALIFORNIA

County of SAN FRANCISCO

On JUNE 26, 2003 before me, DAVID L. STONE - NOTARY PUBLIC  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared GORDON LANDLIES  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

David L. Stone  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER  
PRESIDENT  
TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

TRADEMARK ASSIGNMENT  
TITLE OR TYPE OF DOCUMENT

2  
NUMBER OF PAGES

6-26-03  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

INTERNATIONAL MICROCOMPUTER SOFTWARE INC.

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

**SCHEDULE A**

**1. Registrations and Applications in the Name of International Microcomputer Software, Inc.**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>REG. NO. (APP. NO.)</b>	<b>REG. DATE (APP. DATE)</b>	<b>CLASS</b>
PHOTOS.COM	US	78/137,951	June 22, 2002	41

**2. Registrations and Applications owned by ArtToday.com, Inc.**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>REG. NO. / (APPL. NO.)</b>	<b>REG. DATE / (APPL. DATE)</b>	<b>CLASS</b>
ARTTODAY	US	2,098,898	September 23, 1997	35

**Common Law Marks**

**REBEL ARTIST  
DESK GALLERY**

All other trademarks including common law and other rights, and all related goodwill, used in the Business.