

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings $\Rightarrow \Rightarrow \Rightarrow$

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

1. Name of conveying party(ies):

Cornstock, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 4/01/2004

2. Name and address of receiving party(ies)

Name: JupiterImages LLC

Internal

Address:

Street Address: 23 Old Kings Highway South

City: Darien State: CT Zip: 06620

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,113,939;

2,197,929; 2,255,231; 1,755,867

Additional number(s) attached Yes No

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

Name: Michael K. Cantwell, Esq.

Internal Address: Willkie Farr & Gallagher LLP

Street Address: 787 Seventh Avenue

City: New York State: NY Zip: 10019

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41) \$ 115

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-2405

DO NOT USE THIS SPACE

9. Signature.

Michael K. Cantwell, Esq.

Name of Person Signing

Michael K. Cantwell

Signature

4/29/04

Date

Total number of pages including cover sheet, attachments, and document: 8

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

CH \$115.00 232405 2113939

Continuation of Item No. 1 (Conveying Parties)

Comstock (Luxembourg) S.ar.l

Comstock Photofile, Ltd.

Execution Copy

TRADEMARK ASSIGNMENT

This Assignment is made on this 1st day of April, 2004 (the "Trademark Assignment") between Comstock, Inc., a Delaware corporation, Comstock (Luxembourg), S.ar.l and Comstock Photofile, Ltd. (collectively "Assignor"), and JupiterImages LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns 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");

WHEREAS, Assignee is a wholly owned subsidiary of JupiterMedia Corporation ("JupiterMedia"), and JupiterMedia and Comstock, Inc. are parties to that certain Asset Purchase Agreement, dated as of April 1, 2004 (the "Purchase Agreement"), pursuant to which Comstock, Inc. has agreed to sell, or cause to be sold, to Assignee the Purchased Assets (as defined in the Purchase Agreement) and all of Assignor's rights, title and interests therein, including without limitation all of Assignor's rights, title and interest in and to the Trademarks.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement, and for good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor does hereby sell, grant, assign, transfer, and deliver to Assignee all of its rights, title and interests in and to the Trademarks, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew any trademark registration which shall issue from the applications included in the Trademarks, and the portion of the business of Assignor to which any intent to use application pertains, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignors had this assignment and sale not been made, together with all claims for damage by reason of past or future infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

2. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

3. In the event that any provision of this Trademark Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

4. This Trademark Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks, in accordance with this Trademark Assignment.

6. Assignor hereby agrees to execute such other documents and take such other actions as may be requested by Assignee to evidence more fully the transfer of ownership of the Trademarks to Assignee.

7. Assignor hereby appoints Assignee, with the full power of substitution therein, as its true and lawful attorney-in-fact for the limited purpose of executing such papers and performing such other proper acts as are reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

8. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

-- signature page follows --

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

COMSTOCK, INC

By: [Signature]
Name: HENRY A. SCANNON
Title: CHAIRMAN

COMSTOCK (LUXEMBOURG), S.A.R.L

By: [Signature]
Name: HENRY A. SCANNON
Title: GENERAL

COMSTOCK PHOTOFILE LTD. LIMITED CSM

By: [Signature]
Name: Carlos Montañés
Title: Managing Director

STATE OF New Jersey
COUNTY OF Union

On this 1 day of April, 2004, before me personally appeared Henry Scannon, to me personally known, who, being duly sworn, did say that he is the Chairman of Comstock, Inc. and that he duly executed the foregoing instrument for and on behalf of Comstock, Inc. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

MARIE A. SANDERS
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 18, 2008

[Trademark Assignment]

ACKNOWLEDGMENT

On behalf of Assignee, Jupitermedia Corporation, I hereby acknowledge receipt of assignment -- for good and valuable consideration -- of the Trademarks above described and more fully set forth on Schedule A attached hereto.

JUPITERIMAGES LLC

By Its Managing Member

JUPITERMEDIA CORPORATION

By: 

Name: Christopher S. Cardell

Title: President

[Trademark Assignment]

TRADEMARK
REEL: 002844 FRAME: 0070

SCHEDULE A

Trademarks, Service Marks and Applications and Registrations Therefor

Country	Mark	Date Filed or About	Reg./Appl. Number	Classes
Austria	Comstock	April 30, 1992	145,217	16, 42
Belgium	Comstock	April 29, 1992	N/A	N/A
Benelux	Comstock	April 29, 1992	525,102	16, 40, 41
Canada	firstEDIT	September 8, 1995	TMA483,818	
Canada	Comstock	October 4, 1995	TMA461,985	
Canada	Comstock Klips	August 15, 1997	TMA531,643	
Canada	Comstock Desktop Publishing	April 15, 1992	TMA 437,547	
European Union	Comstock	August 16, 1996	348011	9, 16, 42
France	Comstock	March 4, 1991	1 726 013	16, 35, 41, 42
Germany	Comstock	January 11, 1992	2012597	42
Germany	Comstock Desktop Photography	May 13, 1992	2013975	42
Italy	Comstock	April 30, 1992	641974	35

Country	Mark	Date Filed or About	Reg./Appl. Number	Classes
Italy	Comstock	November 28, 2001	12059 2001 MI	35
Spain	Comstock	April 30, 1992	N/A	42
Sweden	Comstock	April 30, 1992	253786	35
United Kingdom	firstEDIT	September 7, 1995	2032842	16
United Kingdom	the idea machine	April 23, 1997	2130614	9, 16, 42
United Kingdom	Comstock	December 31, 1991	1486567	42
United Kingdom	Comstock Desktop Photography	December 31, 1991	1486578	42
United States	Computer logo	October 11, 1996	2,113,939	9, 16, 42
United States	Comstock Klips logo	August 13, 1997	2,197,929	35
United States	the idea machine	February 12, 1998	2,255,231	35, 42
United States	Comstock	October 30, 1991	1,755,867	42

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