

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Thinkstock, LLC

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

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) July 28, 2004

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

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

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Jupitermedia Corporation

Internal

Address: \_\_\_\_\_

Street Address: 23 Old Kings Highway

City: Darien

State: CT

Country: USA Zip: 06820

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Delaware
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

761026,936

761026,937

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

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

Name: Emily L. Schonbraun

Internal Address: Willkie Farr &

Gallagher LLP

Street Address: 787 Seventh Avenue

City: New York

State: New York Zip: 10019

Phone Number: 212-728-8771

Fax Number: 212-728-8111

Email Address: eschonbraun@willkie.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 232405  
Authorized User Name WRB

**9. Signature:**



Signature

Emily L. Schonbraun

Name of Person Signing

12/22/04

Date

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$65.00 232405 76026936

## TRADEMARK ASSIGNMENT

This Assignment is made on this 28th day of July, 2004 (the "Trademark Assignment") between Thinkstock, LLC (collectively "Assignor"), and Jupitermedia Corporation, a Delaware Corporation, and/or its designated subsidiaries (collectively "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"), subject to such exceptions as are set forth in the Purchase Agreement (as defined below);

WHEREAS, Thinkstock LLC and Assignee are parties to that certain Asset Purchase Agreement, dated as of July 28th, 2004 (together with all Schedules thereto, the "Purchase Agreement"), pursuant to which Thinkstock LLC 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.

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

THINKSTOCK, LLC

By: [Signature]  
Name: Ronald J. Chapple  
Title: Manager

STATE OF North Carolina  
COUNTY OF Mecklenburg ) ss:

On this 30<sup>th</sup> day of July, 2004, before me personally appeared Ronald J. Chapple to me personally known, who, being duly sworn, did say that he is the manager of Thinkstock, LLC and that he duly executed the foregoing instrument for and on behalf of Thinkstock, LLC being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Summer M. Blackburn  
Notary Public

[Trademark Assignment]

ACKNOWLEDGMENT

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

JUPITERMEDIA CORPORATION

By: *Christopher S. Cardell*  
Name: Christopher S. Cardell  
Title: President

[Trademark Assignment]

SCHEDULE A

Trademarks, Service Marks and Applications and Registrations Therefor

Country	Mark	Date Filed	Reg./Ref. Number	Classes
	THUNKSTOCK		76/026,936	
	HUMAN ISSUES		76/026,937	
	All Other Marks	Common Law Rights		

1126906.02