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
PictureArts Corporation		08/26/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Jupitermedia Corporation
Street Address:	23 Old Kings Highway South
City:	Darien
State/Country:	CONNECTICUT
Postal Code:	06820
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78661099	FOODPIX
Serial Number:	76613903	PICTUREARTS
Serial Number:	76553777	BOTANICA
Registration Number:	2452379	ECHOS
Registration Number:	2287871	NONSTOCK
Registration Number:	2617382	BRAND X PICTURES

CH $165.00 78661099

CORRESPONDENCE DATA

Fax Number: (212)728-8111
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 728-8000
Email: vnicolau@willkie.com
Correspondent Name: Emily L. Schonbraun
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:	Emily L. Schonbraun

Signature:	/emilylschonbraun/
Date:	08/29/2005

Total Attachments: 3
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EXECUTION COPY

TRADEMARK ASSIGNMENT

This Trademark Assignment is made on this 26th day of August, 2005 (the "Trademark Assignment") between PictureArts Corporation a California corporation ("Assignor"), and Jupitermedia Corporation, a Delaware corporation ("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, Assignor has 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 for the sum of ten dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor's 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 Assignor to which any intent-to-use application pertains to, and all rights to sue and to collect all damages and payments for claims of past or future infringements or misappropriations thereof.

Assignor hereby agrees to execute upon the request of Assignee such additional documents as are necessary to continue, secure, defend, 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 Assignment on the date first written above.

PICTUREARTS CORPORATION

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

STATE OF CONNECTICUT)
) ss:
COUNTY OF Fairfield)

On this 26th day of August, 2005, before me personally appeared CHRISTOPHER S. CARDELL, to me personally known, who, being duly sworn, did say that he is the President of PictureArts Corporation and that he duly executed the foregoing instrument for and on behalf of PictureArts Corporation being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public

PATRICIA BROWN
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2009

JUPITERMEDIA CORPORATION

By: _____
Name : Mitchell S. Eisenberg
Title : VP and General Counsel

STATE OF CONNECTICUT)
) ss:
COUNTY OF Fairfield)

On this 26th day of August, 2005, before me personally appeared MITCHELL S. EISENBERG, to me personally known, who, being duly sworn, did say that he is the VP and General Counsel of Jupitermedia Corporation and that he duly executed the foregoing instrument for and on behalf of Jupitermedia Corporation being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public

PATRICIA BROWN
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2009

SCHEDULE A

Trademarks

Trademark	**Registration Number/(Application No.)**	**Registration Date/ (Application Date)**	**Country**
FOODPIX (Stylized)	(78/661,099)	(6/29/05)	U.S.
PICTUREARTS (and design)	(76/613,903)	(10/23/03)	U.S.
BOTANICA (and design)	(76/553,777)	(10/23/03)	U.S.
ECHOS	2,452,379	5/22/01	U.S.
NONSTOCK	2,287,871	10/19/99	U.S.
BRAND X PICTURES (and design)	2,617,382	9/10/02	U.S.