04-08-05

OIPE JC163 APR 0 7 2005 PATENT & TRADEMARK OFFICE

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

04-14-2005

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

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To the Director of the U. S. Patent and Tra... documents or the new address(es) below.

1. Name of conveying party(ies):

Jupitermedia Corporation

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

Citizenship (see guidelines)

Additional names of conveying parties attached? ☒ Yes ☐ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: JPMorgan Chase Bank, N.A.
Internal Address:
Street Address: 277 Park Avenue, 16th Fl.
City: New York
State: New York
Country: Zip: 10172

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☒ Corporation Citizenship New York
☐ 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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) March 7, 2005

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

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

A. Trademark Application No.(s)
75/719,927; 76/163,938; 76/462,090; 76/595,362; 76/595,163; 76/597,144

B. Trademark Registration No.(s)
699,025; 2,069,857; 2,011,728

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: 10019-6099
Phone Number: (212) 728-8000
Fax Number: (212) 728-8111
Email Address: eschonbraun@willkie.com

6. Total number of applications and registrations involved: 179

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 4,490.00

☐ 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 23-2405

Authorized User Name Emily L. Schonbraun

9. Signature:

Signature

April 7, 2005
Date

Emily L. Schonbraun
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 101

04/13/2005 DBYRNE 00000093 232405 75719927
01 FC:8521 40.00 DA
02 FC:8522 4450.00 DA

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

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Additional Conveying Parties

JupiterImages Corporation, a Corporation of Arizona

MCG Finance Corporation IH, a Corporation of Delaware

Creatas, LLC, a Limited Liability Company of Delaware

Dynamic Graphics, Inc., a Corporation of Delaware

PictureQuest Acquisition Company LLC, a Limited Liability Company of Delaware

Additional Trademark Application Nos.:

76/563,737
76/597,145
76/597,143
76/608,331
76/608,330
76/612,028
76/612,029
76/026,936
76/026,937
78/595,325
78/420,695
76/465,424
78/503,060
78/503,069
76/414,375
76/414,376

Additional Trademark Registration Nos.:

1,755,867
2,078,518
2,083,643
2,094,440
2,100,493
2,098,898
2,113,939
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2,497,935

2,499,897

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of March 7, 2005 (as amended, supplemented or otherwise modified from time to time, this "Agreement"), among JUPITERMEDIA CORPORATION, a Delaware corporation (the "Borrower"), the SUBSIDIARIES party hereto (collectively, together with the Borrower, the "Grantors") and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties.

(1) Reference is made to (a) the Credit Agreement, dated as of March 7, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and the Administrative Agent and (b) the Guarantee Agreement, dated as of March 7, 2005, delivered by the Material Subsidiaries in favor of the Administrative Agent for the benefit of the Secured Parties.

(2) The Lenders have agreed to make Loans to the Borrower pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of the Material Subsidiaries has agreed to guarantee, among other things, all the obligations of the Loan Parties under the Loan Documents.

(3) The obligations of the Lenders to make Loans are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations, including fees (including fees and disbursements of counsel), costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Loan Parties to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Loan Parties under or pursuant to the Credit Agreement and the other Loan Documents, (c) all claims by any Secured Party under any Guarantee by any Loan Party (whether or not any of such claims are made after the commencement of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) and (d) the due and punctual payment and performance of all monetary obligations of each Loan Party under each Swap Agreement entered into with any counterparty that was a Lender (or an Affiliate of a Lender) at the time such Swap Agreement was entered into (all of the obligations described in the preceding clauses (a) through (d) being referred to herein collectively as the "Obligations").

NOW THEREFORE, in consideration of these premises and in order to induce the Lenders to make Loans to the Borrower under the Credit Agreement, the Grantors and the

Administrative Agent, for its benefit and for the ratable benefit of the Secured Parties, hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Definition of Terms Used Herein. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement. All terms defined in the New York UCC (as defined herein) and not defined in this Agreement shall have the meanings specified therein; the term "instrument" shall have the meaning specified in Article 9 of the New York UCC.

SECTION 1.02. Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

"Account Debtor" shall mean any Person who is or who may become obligated to any Grantor under, with respect, to or on account of, an Account.

"Collateral" shall mean all right, title or interest now owned or at anytime hereafter acquired by any Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest in all (a) Accounts, (b) Chattel Paper, (c) Commercial Tort Claims, (d) Deposit Accounts, (e) Documents, (f) Electronic Chattel Paper, (g) Equipment, (h) General Intangibles, (i) Instruments, (j) Inventory, (k) Investment Property, (l) Letter-of-Credit Rights, (m) Supporting Obligations, (n) all books and records pertaining to the foregoing and (o) to the extent not otherwise included, all Proceeds and products of any of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing. Notwithstanding the foregoing Collateral shall not include Excluded Collateral.

"Copyright License" shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Copyrights" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

"Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

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"Documents" shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

"Excluded Collateral" shall mean any of the following assets now owned or hereafter acquired which would otherwise be included in the Collateral: (a) assets sold to a Person which is not a Grantor in compliance with Section 6.07 of the Credit Agreement, (b) assets subject to a Lien permitted by Section 6.02 of the Credit Agreement, (c) assets which contain a valid and enforceable prohibition on the creation of a security interest therein so long as such prohibition remains in effect and is valid notwithstanding Sections 9-406 and 9-408 of the Code, (d) Vehicles, (e) real estate leasehold interests, (f) more than 65% of the issued and outstanding voting interest of any Foreign Subsidiary and (g) any other asset as to which the Administrative Agent shall determine, in its reasonable discretion, that the cost of obtaining such Lien (including any mortgage, stamp, intangibles or other tax) are excessive in relation to the benefit to the Secured Parties of the security afforded thereby.

"General Intangibles" shall mean all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts) now owned or hereafter acquired by any Grantor, including interests in any trust, corporate or other business records, contract rights, indemnification claims, Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts.

"Intellectual Property" shall mean all intellectual property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, Internet web sites, domain names and registrations or applications for registration thereof, confidential or proprietary technical and business information, know-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"License" shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those described on Schedule III.

"New York UCC" shall mean the Uniform Commercial Code as from time to time in effect in the State of New York.

"Obligations" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Patent License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or

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granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"Patents" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Perfection Certificate" shall mean a certificate substantially in the form of Annex 1 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer of the applicable Grantor.

"Proceeds" shall have the meaning specified in Section 9-102 of the New York UCC.

"Secured Parties" shall mean (a) the Lenders, (b) the Administrative Agent, (c) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document, (d) each counterparty to a Swap Agreement entered into with a Loan Party if such counterparty was a Lender (or an affiliate of a Lender) at the time the Swap Agreement was entered into and (e) the successors and assigns of each of the foregoing.

"Security Interest" shall have the meaning assigned to such term in Section 2.01.

"Trademark License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"Trademarks" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V and (b) all goodwill associated therewith.

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SECTION 1.03. Rules of Interpretation. The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. Security Interest. As security for the payment and performance in full of the Obligations, each Grantor hereby grants, mortgages, pledges, hypothecates and transfers to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or any time in the future may acquire any right, title or interest, in, to or under the Collateral (the "Security Interest"). Each Grantor hereby irrevocably authorizes the Administrative Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements (including fixture filings), and amendments thereto that contain the information required by the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment (without the signature of such Grantor), including (a) whether such Grantor is an organization, the type of organization and any organizational identification number issued to the Grantor and (b) in the case of a financing statement filed as a fixture filing or covering Collateral constituting minerals or the like to be extracted or timber to be cut, a sufficient description of the real property to which such Collateral relates. Each Grantor agrees to provide such information to the Administrative Agent promptly upon request. Each Grantor ratifies and authorizes the filing by the Administrative Agent of any financing statement filed prior to the date hereof. Any Person (other than the Administrative Agent) at any time and from time to time holding all or any portion of the Collateral shall be deemed to, and shall, hold the Collateral as the agent of, and as pledge holder for, the Administrative Agent. At any time and from time to time, the Administrative Agent may give notice to any such Person holding all or any portion of the Collateral that such Person is holding the Collateral as the agent and bailee of, and as pledge holder for, the Administrative Agent, and obtain such Person's written acknowledgment thereof. Without limiting the generality of the foregoing, upon the continuance of an Event of Default, each Grantor will join with the Administrative Agent in notifying any Person who has possession of any Collateral of the Administrative Agent's security interest therein and obtaining an acknowledgment from such Person that it is holding the Collateral for the benefit of the Administrative Agent.

The Administrative Agent is further authorized to file filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Administrative Agent as secured party.

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SECTION 2.02. No Assumption of Liability. The Security Interest is granted as security only and shall not subject the Administrative Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral. In no event shall the Administrative Agent or any other Secured Party be deemed a trustee or become liable as a trustee as a result of the grant of the Security Interest in any interest in any trust.

ARTICLE III

Representations and Warranties

The Grantors jointly and severally represent and warrant to the Administrative Agent and the other Secured Parties that:

SECTION 3.01. Title and Authority. Each Grantor has good and valid rights in, and title to, the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Administrative Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval which has been obtained.

SECTION 3.02. Filings. (a) A Perfection Certificate has been duly prepared, completed and executed by each Grantor and the information set forth therein, including the exact legal name of such Grantor, is correct and complete. Fully executed Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Administrative Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificates, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to create a legal, valid and perfected continuing security interest in favor of the Administrative Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements or amendments.

(b) Each Grantor represents and warrants that fully executed security agreements in the form hereof and containing a description of all Collateral consisting of United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights have been delivered to the Administrative Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. Section 261, 15 U.S.C.

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Section 1060 or 17 U.S.C. Section 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to create a legal, valid and perfected continuing security interest in favor of the Administrative Agent (for the benefit of the Secured Parties) in respect of all Collateral consisting of United States Patents, United States Trademarks and United States registered Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other necessary jurisdiction, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary (other than the financing statements referred to above in Section 3.02(a) and such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of United States Patents, United States Trademarks and United States Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 3.03. Validity of Security Interest. The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable (other than the financing statements referred to above in Section 3.02(a) and such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of United States Patents, United States Trademarks and United States Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof), within the three month period (commencing as of the date hereof) pursuant to 35 U.S.C. Section 261, 15 U.S.C. Section 1060 or 17 U.S.C. Section 205 and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. The Security Interest is and shall be prior to any other Lien on any of the Collateral (now held or hereafter acquired) except for Liens permitted by Section 6.02 of the Credit Agreement.

SECTION 3.04. Absence of Other Liens. The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. The Grantor has not filed or consented to the filing of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. None of the Grantors holds any Commercial Tort Claim

or Letter-of-Credit Rights except as indicated in the Perfection Certificates. No Person has control (as defined in the New York UCC) over any Grantor's Deposit Accounts, Electronic Chattel Paper, Investment Property or Letter-of-Credit Rights.

ARTICLE IV

Covenants

SECTION 4.01. Change of Name; Location of Collateral; Records; Place of Business. (a) Each Grantor agrees, concurrently with the delivery of financial statements pursuant to Section 5.01 of the Credit Agreement, to notify the Administrative Agent in writing of any change (i) in its corporate name, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility) other than with respect to any material portion of the Collateral (A) consisting of goods in transit between facilities, whether in vehicles owned by the applicable Grantor or on common carriers and (B) located in temporary warehousing which will remain in such warehousing for no longer than one month, (iii) in its identity or type of organization or legal structure, (iv) in its Federal Taxpayer Identification Number or organizational identification number, as applicable or (v) in its jurisdiction of organization. Each Grantor agrees promptly to provide the Administrative Agent with certified organizational documents reflecting any of the changes described in the preceding sentence. Each Grantor agrees not to effect or permit any change referred to in the preceding sentences unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Administrative Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral. Each Grantor agrees promptly to notify the Administrative Agent if any material portion of the Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain proper books of record and account in accordance with Section 5.06 of the Credit Agreement.

SECTION 4.02. Periodic Certification. Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 5.01 of the Credit Agreement, each Grantor shall deliver to the Administrative Agent a certificate executed by a Financial Officer of such Grantor (a) setting forth the information required pursuant to the Perfection Certificate or confirming that there has been no change in such information since the date of the initial Perfection Certificate or the date of the most recent Perfection Certificate delivered pursuant to this Section 4.02 and (b) certifying that all Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations, including all refilings, rerecordings and reregistrations, containing a description of the Collateral have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to clause (a) above to the extent necessary to protect and perfect the Security Interest for a period of not less than 18 months after

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the date of such Perfection Certificate (except as noted therein with respect to any continuation statements to be filed within such period). Each Perfection Certificate delivered pursuant to this Section 4.02 shall identify in the format of Schedule II, III, IV or V, as applicable, all Copyrights, Licenses, Patents and Trademarks of any Grantor in existence on the date thereof and not then listed on such Schedules or previously so identified to the Administrative Agent.

SECTION 4.03. Protection of Security. Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to any material portion of the Collateral against all Persons and to defend the Security Interest of the Administrative Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 4.04. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Administrative Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument in excess of $50,000 shall be promptly pledged and delivered to the Administrative Agent, duly endorsed in a manner satisfactory to the Administrative Agent. Without limiting the generality of the foregoing, each Grantor hereby authorizes the Administrative Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II, III, IV or V hereto or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; provided, however, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Administrative Agent of the specific identification of such Collateral, to advise the Administrative Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Administrative Agent of the specific identification of such Collateral. Upon the request of the Administrative Agent, each Grantor will cooperate with the Administrative Agent in obtaining control (as defined in the New York UCC) of Collateral consisting of any Deposit Accounts, Electronic Chattel Paper, Investment Property or Letter-of-Credit Rights. Upon the request of the Administrative Agent, each Grantor will (a) immediately deliver to the Administrative Agent appropriately endorsed or accompanied by appropriate instruments of transfer or assignment, all Instruments, Documents, Chattel Paper and certificated securities with respect to any Investment Property, all letters of credit, and all other Accounts at any time evidenced by promissory notes, trade acceptances or other instruments, (b) cause any securities intermediaries to show on their books that the Administrative Agent is the entitlement holder with respect to any Investment Property, and/or

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obtain agreements to establish control (as defined in the New York UCC) in favor of the Administrative Agent from such securities intermediaries, in form and substance satisfactory to the Administrative Agent with respect to any Investment Property, as requested by the Administrative Agent and (c) provide such notice, obtain such acknowledgements and take all such other action, with respect to any Chattel Paper, Documents and Letter-of-Credit Rights, as the Administrative Agent shall reasonably specify. Notwithstanding the foregoing, (1) the Administrative Agent shall not request any Grantor to establish control in favor of the Administrative Agent in any (A) Deposit Accounts for which the Administrative Agent is the depositary, (B) Deposit Accounts of which all or a substantial portion of the funds on deposit are used for funding (i) payroll, (ii) 401(k) and other retirement plans and employee benefits, including rabbi trusts for deferred compensation, (iii) health care benefits (e.g., imprest accounts) and (iv) escrow arrangements (e.g., environmental indemnity accounts) and (C) other Deposit Accounts (not already subject to the provisions of this paragraph) with an aggregate average daily balance during any calendar quarter of all funds in all such other Deposit Accounts for all Grantors not in excess of $100,000 at any time and (2) the Dynamic Target and its subsidiaries shall have 60 days after the execution of this Agreement to establish control in favor of the Administrative Agent in their Deposit Accounts.

SECTION 4.05. Inspection and Verification. The Administrative Agent and such Persons as the Administrative Agent may reasonably designate shall have the right, subject to compliance with Section 5.06 of the Credit Agreement, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Accounts or Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification. The Administrative Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party.

SECTION 4.06. Taxes; Encumbrances. At its option and after notice to the applicable Grantor, the Administrative Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Administrative Agent on demand for any payment made or any expense incurred by the Administrative Agent pursuant to the foregoing authorization; provided, however, that nothing in this Section 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Administrative Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

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SECTION 4.07. Assignment of Security Interest. If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other Person with a fair market value in excess of $50,000 to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Administrative Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other Person granting the security interest.

SECTION 4.08. Continuing Obligations of the Grantors. Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Administrative Agent and the Secured Parties from and against any and all liability for such performance.

SECTION 4.09. Use and Disposition of Collateral. None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Section 6.02 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession of the Collateral owned by it, except that unless and until an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral, the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement and the other Loan Documents. Without limiting the generality of the foregoing, each Grantor agrees that upon the continuance of an Event of Default it shall not permit any Inventory to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have agreed in writing to hold the Inventory subject to the Security Interest and the instructions of the Administrative Agent and to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

SECTION 4.10. Limitation on Modification of Accounts. None of the Grantors will, without the Administrative Agent's prior written consent, grant any extension of the time of payment of any of the Accounts included in the Collateral, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in accordance with the prudent conduct of its business.

SECTION 4.11. Insurance. The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Collateral in accordance with Section 5.05 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Administrative Agent (and all officers, employees or agents

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designated by the Administrative Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Administrative Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Administrative Agent deems advisable. All sums disbursed by the Administrative Agent in connection with this Section 4.11, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Administrative Agent and shall be additional Obligations secured hereby.

SECTION 4.12. Legend. Upon request of the Administrative Agent, each Grantor shall legend, in form and manner satisfactory to the Administrative Agent, its Chattel Paper and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Chattel Paper have been assigned to the Administrative Agent for the benefit of the Secured Parties and that the Administrative Agent has a security interest therein.

SECTION 4.13. Covenants Regarding Patent, Trademark and Copyright Collateral. (a) Each Grantor agrees, except to the extent permitted by the prudent conduct of its business, that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Patent may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent to the extent required by law and to preserve its rights.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark, except to the extent permitted by the prudent conduct of its business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent required by law to preserve its rights and (iv) not knowingly use, or knowingly permit the use of, such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a Copyright, except to the extent permitted by the prudent conduct of its business, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice to the extent required by law to preserve its rights.

(d) Except to the extent permitted by the prudent conduct of its business, each Grantor shall notify the Administrative Agent immediately if it knows that any Patent, Trademark or Copyright may become abandoned, lost or dedicated to the public, or of any

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adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) In the event any Grantor, either itself or through any agent, employee, licensee or designee, files an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, it shall inform the Administrative Agent concurrently with the delivery of financial statements pursuant to Section 5.01 of the Credit Agreement of such filing, and, upon request of the Administrative Agent, execute and deliver any and all agreements, instruments, documents and papers as the Administrative Agent may request to evidence the Administrative Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Administrative Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Except to the extent permitted by the prudent conduct of its business, each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with Grantor's reasonable business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Administrative Agent and shall, if consistent with Grantor's reasonable business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Administrative Agent or its designee.

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(i) Each Grantor at its own cost shall ensure that appropriate assignments from predecessor entities to such Grantor and fully executed security agreements in the form hereof and containing a description of all Collateral consisting of United States Patents, United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights shall be delivered for recording within forty-five (45) days after the execution of this Agreement to the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. Section 261, 15 U.S.C. Section 1060 or 17 U.S.C. Section 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Administrative Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and registered Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary (other than the financing statements referred to above in Section 3.02(a) and such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 4.14. Other Actions. In order to further insure the attachment, perfection and priority of, and the ability of the Administrative Agent to enforce, the Administrative Agent's security interest in the Collateral, each Grantor agrees, in each case at such Grantor's own expense, to take the following actions with respect to the following Collateral:

(a) Instruments and Tangible Chattel Paper. If any Grantor shall at any time hold or acquire any Instruments or Tangible Chattel Paper with a fair market value in excess of $50,000, such Grantor shall forthwith endorse, assign and deliver the same to the Administrative Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Administrative Agent may from time to time specify.

(b) Investment Property. If any Grantor shall at any time hold or acquire any certificated securities (other than certificates of Subsidiaries that are not Material Subsidiaries), such Grantor shall forthwith endorse, assign and deliver the same to the Administrative Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Administrative Agent may from time to time specify. If any securities now or hereafter acquired by any Grantor are uncertificated and are issued to such Grantor or its nominee directly by the issuer thereof with a fair market value in excess of $50,000, such Grantor shall promptly notify the Administrative Agent thereof and, at the Administrative Agent's request and option, pursuant to an agreement in form and substance satisfactory to the Administrative Agent, either (i) cause the issuer to agree to comply with instructions from the Administrative Agent as to such securities, without further consent of any Grantor or such nominee or (ii) arrange for the Administrative Agent to become the registered owner of the securities. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by any

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Grantor are held by such Grantor or its nominee through a securities intermediary or commodity intermediary, such Grantor shall promptly notify the Administrative Agent thereof and, at the Administrative Agent's request and option, pursuant to an agreement in form and substance reasonably satisfactory to the Administrative Agent, either (A) cause such securities intermediary or commodity intermediary (as the case may be) to agree to comply with entitlement orders or other instructions from the Administrative Agent to such securities intermediary as to such securities or other investment property or to apply any value distributed on account of any commodity contract as directed by the Administrative Agent to such commodity intermediary, in each case without further consent of any Grantor or such nominee or (B) in the case of financial assets or other Investment Property held through a securities intermediary, arrange for the Administrative Agent to become the entitlement holder with respect to such Investment Property, with the Grantor being permitted, only with the consent of the Administrative Agent, to exercise rights to withdraw or otherwise deal with such Investment Property. The Administrative Agent agrees with each of the Grantors that the Administrative Agent shall not give any such entitlement orders or instructions or directions to any such issuer, securities intermediary or commodity intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by any Grantor, unless an Event of Default has occurred and is continuing, or, after giving effect to any such investment and withdrawal rights would occur.

(c) Electronic Chattel Paper and Transferable Records. If any Grantor at any time holds or acquires an interest in any Electronic Chattel Paper or any "transferable record," as that term is defined in Section 201 of the Federal Electronic Signatures in Global and National Commerce Act, or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction with a fair market value in excess of $50,000, such Grantor shall promptly notify the Administrative Agent thereof and, at the request of the Administrative Agent, shall take such action as the Administrative Agent may reasonably request to vest in the Administrative Agent control under New York UCC Section 9-105 of such Electronic Chattel Paper or control under Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or, as the case may be, Section 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. The Administrative Agent agrees with such Grantor that the Administrative Agent will arrange, pursuant to procedures satisfactory to the Administrative Agent and so long as such procedures will not result in the Administrative Agent's loss of control, for the Grantor to make alterations to the electronic chattel paper or transferable record permitted under New York UCC Section 9-105 or, as the case may be, Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or Section 16 of the Uniform Electronic Transactions Act for a party in control to allow without loss of control, unless an Event of Default has occurred and is continuing or would occur after taking into account any action by such Grantor with respect to such Electronic Chattel Paper or transferable record.

(d) Letter-of-Credit Rights. If any Grantor is at any time a beneficiary under a letter of credit now or hereafter issued in favor of such Grantor with a value in excess of $50,000, such Grantor shall promptly notify the Administrative Agent thereof and, at the request and option of the Administrative Agent, such Grantor shall, pursuant to an agreement in form

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and substance reasonably satisfactory to the Administrative Agent, either (i) arrange for the issuer and any confirmed of such letter of credit to consent to an assignment to the Administrative Agent of the proceeds of any drawing under the letter of credit or (ii) arrange for the Administrative Agent to become the transferee beneficiary of the letter of credit, with the Administrative Agent agreeing, in each case, that the proceeds of any drawing under the letter of credit are to be applied as provided in the Credit Agreement.

(e) Commercial Tort Claims. If any Grantor shall at any time hold or acquire a Commercial Tort Claim with a value in excess of $100,000, the Grantor shall promptly notify the Administrative Agent in a writing signed by such Grantor of the brief details thereof and grant to the Administrative Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Administrative Agent.

ARTICLE V

Collections

SECTION 5.01. Collections. Upon the occurrence of and during the continuance of an Event of Default, the Administrative Agent shall have the right, at any time and from time to time, (a) to notify the Account Debtors and other third parties holding or otherwise concerned with the Collateral that the Accounts have been assigned to the Administrative Agent and that the Administrative Agent has a security interest therein; (ii) to direct all such Persons to make payments to the Administrative Agent of all or any part of the sums owing to any Grantor by such Persons; (c) to enforce collection of any of the Accounts by suit or otherwise; (d) to surrender, release or exchange all or any part of such Accounts; or (e) to compromise, settle, extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby.

SECTION 5.02. Power of Attorney. Each Grantor irrevocably makes, constitutes and appoints the Administrative Agent (and all officers, employees or agents designated by the Administrative Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Administrative Agent shall have the right, with full power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Administrative Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts included in the Collateral to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any

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of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Administrative Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Administrative Agent were the absolute owner of the Collateral for all purposes; provided, however, that nothing herein contained shall be construed as requiring or obligating the Administrative Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Administrative Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Administrative Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Administrative Agent or any Secured Party. It is understood and agreed that the appointment of the Administrative Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Administrative Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Administrative Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

ARTICLE VI

Remedies

SECTION 6.01. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Administrative Agent on demand, and it is agreed that the Administrative Agent shall have the right to take any of, or all, the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Administrative Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Administrative Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained) and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the New York UCC or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Administrative Agent may sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's

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board or on any securities exchange, for cash, upon credit or for future delivery as the Administrative Agent shall deem appropriate. The Administrative Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Administrative Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives all rights of redemption, stay, valuation and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Administrative Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-612 of the New York UCC or its equivalent in other jurisdictions) of the Administrative Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Administrative Agent may fix and state in the notice of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Administrative Agent may (in its sole and absolute discretion) determine. The Administrative Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Administrative Agent until the sale price is paid by the purchaser or purchasers thereof, but the Administrative Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from such Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Administrative Agent shall be free to carry out such sale pursuant to such agreement; and no Grantor shall be entitled to the

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return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Administrative Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Administrative Agent may proceed by a suit or suits at law or in equity to foreclose upon the Collateral and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 6.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610 of the New York UCC or its equivalent in other jurisdictions.

SECTION 6.02. Application of Proceeds. The Administrative Agent shall apply the proceeds of any collection or sale of Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement, any other Loan Document or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Administrative Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred by the Administrative Agent in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Administrative Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Administrative Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the purchase money by the Administrative Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Administrative Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03. Grant of License to Use Intellectual Property. For the sole purpose of enabling the Administrative Agent to exercise rights and remedies under this Article at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Administrative Agent an irrevocable, non-exclusive license

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(exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Administrative Agent shall be exercised, at the option of the Administrative Agent, only upon the occurrence and during the continuation of an Event of Default; provided that any license, sub-license or other transaction entered into by the Administrative Agent during the occurrence and continuance of an Event of Default in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE VII

Miscellaneous

SECTION 7.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Subsidiary shall be given to it at its address or telecopy number set forth on Schedule I.

SECTION 7.02. Security Interest Absolute. All rights of the Administrative Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or in respect of this Agreement.

SECTION 7.03. Survival of Agreement. All covenants, agreements, representations and warranties made by each Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, regardless of any investigation made by the Lenders or on their behalf.

SECTION 7.04. Binding Effect; Several Agreement. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon such

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Grantor and the Administrative Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Administrative Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement and the other Loan Documents. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor that are contained in this Agreement shall bind and inure to the benefit of its successors and assigns.

SECTION 7.06. Administrative Agent's Fees and Expenses; Indemnification. (a) Each Grantor jointly and severally agrees to pay upon demand to the Administrative Agent the amount of any and all reasonable expenses, including the reasonable fees, other charges and disbursements of its counsel and of any experts or agents, which the Administrative Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Administrative Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Administrative Agent and the other Indemnitees against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable counsel fees, other charges and disbursements, incurred by or asserted against any Indemnitee arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions and the other transactions contemplated thereby or any claim, litigation, investigation or proceeding relating to any of the foregoing or to the Collateral, whether or not any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or from a breach of this Agreement by such Indemnitee.

(c) Any amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions

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contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Administrative Agent or any other Secured Party. All amounts due under this Section 7.06 shall be payable on written demand therefor and shall bear interest at the rate specified in Section 2.07 of the Credit Agreement.

SECTION 7.07. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7.08. Waivers; Amendment. (a) No failure or delay of the Administrative Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent hereunder and of the other Secured Parties under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to a written agreement entered into between the Administrative Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement.

SECTION 7.09. WAIVER OF JURY TRIAL; APPOINTMENT OF RECEIVER. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.09.

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SECTION 7.10. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction).

SECTION 7.11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute a single contract and shall become effective as provided in Section 7.04. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7.12. Headings. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.13. Jurisdiction; Consent to Service of Process. (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Administrative Agent or any other Secured Party may otherwise have to bring any action or proceeding relating to any Loan Document against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any court referred to in paragraph (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

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SECTION 7.14. Termination or Release. (a) This Agreement and the Security Interest shall terminate when all the Obligations have been indefeasibly paid in full and the Lenders have no further commitment to lend, at which time the Administrative Agent shall execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents which the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Administrative Agent.

(b) Upon any sale or transfer by any Grantor of any Collateral that is permitted under the Credit Agreement to any Person that is not a Grantor, or, upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 9.02(b) of the Credit Agreement, the security interest in such Collateral shall be automatically released.

SECTION 7.15. Additional Grantors. Upon execution and delivery by the Administrative Agent and a Subsidiary of any instrument satisfactory to the Administrative Agent, such Subsidiary shall become a Grantor hereunder with the same force and effect as of if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligation of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as party to this Agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

JUPITERMEDIA CORPORATION

By: _____
Name: Christopher S. Cardell
Title: President and Chief Operating Officer

JUPITERIMAGES CORPORATION

By: _____
Name: Alan M. Meckler
Title: President

MCG FINANCE CORPORATION IH

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

CREATAS, L.L.C.

By: JUPITERIMAGES CORPORATION,
as Managing Member

By: _____
Name: Alan M. Meckler
Title: President

DYNAMIC GRAPHICS, INC.

By: _____
Name: Alan M. Meckler
Title: Chief Executive Officer and President

[SIGNATURE PAGE TO SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

JUPITERMEDIA CORPORATION

By:_____
Name: Christopher S. Cardell
Title: President and Chief Operating Officer

JUPITERIMAGES CORPORATION

By:_____
Name: Alan M. Meckler
Title: President

MCG FINANCE CORPORATION IH

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

CREATAS, L.L.C.

By: JUPITERIMAGES CORPORATION,
as Managing Member

By:_____
Name: Alan M. Meckler
Title: President

DYNAMIC GRAPHICS, INC.

By:_____
Name: Alan M. Meckler
Title: Chief Executive Officer and President

[SIGNATURE PAGE TO SECURITY AGREEMENT]

PICTUREQUEST ACQUISITION COMPANY LLC

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

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By _____
Name:
Title:

[SIGNATURE PAGE TO SECURITY AGREEMENT]

PICTUREQUEST ACQUISITION COMPANY LLC

By:_____
Name:
Title

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By _____
Name:
Title: DAVID F. GIBBS
SENIOR VICE PRESIDENT

[SIGNATURE PAGE TO SECURITY AGREEMENT]

FORM OF
PERFECTION CERTIFICATE

Reference is made to (a) the Credit Agreement, dated as of March 7, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and the Administrative Agent and (b) the Guarantee Agreement, dated as of March 7, 2005, delivered by the Guarantors in favor of the Administrative Agent for the benefit of the Secured Parties. All capitalized terms used but not defined herein shall have the meanings given such terms in the Credit Agreement or the Security Agreement, as applicable.

The undersigned, a Financial Officer of the undersigned Grantor, hereby certifies to the Administrative Agent and each other Secured Party as follows:

1. Names. (a) The exact legal name of such Grantor, as such name appears in its organizational documents, is as follows: _____

(b) Set forth below is each other legal name such Grantor has had in the past five years, together with the date of the relevant change:

_____

(c) Except as set forth in Schedule 1 hereto, such Grantor has not changed its identity or legal structure in any way within the past five years. Changes in identity or legal structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of organization. If any such change has occurred, include in Schedule 1 the information required by Sections 1 and 2 of this Perfection Certificate as to each acquiree or constituent party to a merger or consolidation.

(d) The following is a list of all other names (including trade names or similar appellations) used by such Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years: _____

(e) Set forth below is the Federal Taxpayer Identification Number of such Grantor:

_____

(f) Set forth below is the organizational number of such Grantor:

_____

2. Current Locations. (a) The chief executive office of such Grantor is located at the following address:

Mailing Address	County	State
_____	_____	_____

(b) Set forth below are all locations where such Grantor maintains any books or records relating to any Accounts (with each location at which chattel paper, if any, is kept being indicated by an "*"):

Mailing Address	County	State
_____	_____	_____

(c) The jurisdiction of organization of such Grantor is set forth below:

_____

(d) Set forth below are all the places of business of such Grantor not identified in paragraph (a), (b) or (c) above:

Mailing Address	County	State
_____	_____	_____

(e) Set forth below opposite are all the locations where such Grantor maintains any Collateral not identified above:

Mailing Address	County	State
_____	_____	_____

(f) Set forth below are the names and addresses of all Persons other than such Grantor that have possession of any of the Collateral of such Grantor:

Mailing Address	County	State
_____	_____	_____

3. Unusual Transactions. All Accounts have been originated by such Grantor and all Inventory has been acquired by such Grantor in the ordinary course of business.

4. File Search Reports. File search reports have been obtained from each Uniform Commercial Code filing office identified with respect to such Grantor, and such search reports reflect no Liens against any of the Collateral other than those permitted under the Credit Agreement.

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5. UCC Filings. Financing statements have been prepared for filing in the Uniform Commercial Code filing office in each jurisdiction identified with respect to such Grantor in Section 2(a), 2(b) or 2(c) hereof.

6. Schedule of Filings. Attached hereto as Schedule 6 is a schedule setting forth, with respect to the filings described in Section 5 above, each filing and the filing office in which such filing is to be made.

7. Filing Fees. All filing fees and taxes payable in connection with the filings described in Section 5 above and Section 11 below have been or will be paid.

8. Equity Ownership. Attached hereto as Schedule 8 is a true and correct list of all the duly authorized, issued and outstanding stock, partnership interests, limited liability company membership interests or other equity securities held by such Grantor and the record and beneficial owners of such stock, partnership interests, limited liability company membership interests or other equity interests. Also set forth on Schedule 8 is each equity investment of such Grantor that represents 50% or less of the equity of the entity in which such investment was made.

9. Debt Securities. Attached hereto as Schedule 9 is a true and correct list of all instruments, including promissory notes and other evidence of indebtedness, held by such Grantor, including all intercompany notes.

10. Advances. Attached hereto as Schedule 10 is (a) a true and correct list of all advances made by such Grantor to the Borrower or any Subsidiary, which advances will be on and after the date hereof evidenced by one or more intercompany notes pledged to the Administrative Agent under the Pledge Agreement and (b) a true and correct list of all unpaid intercompany transfers of goods sold and delivered by or to such Grantor.

11. Intellectual Property. Attached hereto as Schedule 11(A) in proper form for filing with the United States Patent and Trademark Office is a schedule setting forth all of such Grantor's Patents, Patent Licenses, Trademarks and Trademark Licenses, including the name of the registered owner and the registration number. Attached hereto as Schedule 11(B) in proper form for filing with the United States Copyright Office is a schedule setting forth all of such Grantor's Copyrights and Copyright Licenses, including the name of the registered owner and the registration number.

12. Commercial Tort Claims. Attached hereto as Schedule 12 is a true and correct list of Commercial Tort Claims held by such Grantor, including a brief description thereof.

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Schedule V

Trademarks

1. **Jupitermedia Corporation**

See attached.

2. **Dynamic Graphics, Inc.**

Trademark	**Reg. No. (App. No.)**	**Reg. Date (App. Date)**	**Country**
DYNAMIC GRAPHICS MAGAZINE	2,233,370	3/23/1999	U.S.
CREATAS	2,607,404	8/13/2002	U.S.
SBS DIGITAL DESIGN	2,617,877	9/10/2002	U.S.
IMAGEBLITZ	2,755,323	8/26/2003	U.S.
CREATASONLINE.COM	(78/420,695)	(5/18/2004)	U.S.
LIQUID LIBRARY	(76/465,424)	(11/7/2002)	U.S.
LIQUID TREAT	(78/503,060)	(10/20/2004)	U.S.
PHOTOSHOP FIX	(78/503,069)	(10/20/2004)	U.S.
STEP INSIDE DESIGN	2,919,396	1/18/2005	U.S.
DESKTOP ART	1,441,884	6/9/1987	U.S.
STEP BY STEP GRAPHICS	2,310,756	1/25/2000	U.S.
CREATAS	2301418	5/16/2002	U.K.

3. **JupiterImages Corporation**

None.

4. **PictureQuest Acquisition Company LLC**

None.

5. **Creatas, LLC**

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Country
PICTUREQUEST*	2,499,898	10/23/2001	U.S.
PHOTOIS	(76/414,375)	(5/29/2002)	U.S.
STEP	(76/414,376)	(9/28/2004)	U.S.
PICTUREQUEST*	2,497,936	10/16/2001	U.S.
PICTUREQUEST*	2,499,901	10/23/2001	U.S.
PICTUREQUEST*	2,499,899	10/23/2001	U.S.
PICTUREQUEST*	2,497,935	10/16/2001	U.S.
PICTUREQUEST*	2,499,897	10/23/2001	U.S.

*Registrations reflect a security interest granted from PictureQuest Acquisition Corp. LLC to MCG Capital Corporation on November 18, 1999, recorded on August 17, 2001 at reel/frame 2355/0735. This security interest should be released at the closing of the underlying transaction.

6. **PENDING APPLICATIONS OWNED BY JUPITERMEDIA BUT CURRENTLY IN THE NAME OF A PREDECESSOR IN INTEREST. (Pursuant to local trademark law, until the following applications mature to registration, change of name and assignment documents cannot be recorded against these trademarks to reflect Jupitermedia as the record owner.)**

Country	Mark	App. No.	App. Date	Status
Malaysia	INTERNET.COM	98/09264	8/ 7/1998	Pending (currently owned by Mecklermedia Corporation)

Malaysia	ISPCON	98/06506	5/28/1998	Pending (currently owned by Mecklermedia Corporation)
Malaysia	WEB DEVELOPER	95/13012	12/ 6/1995	Pending (currently owned by Mecklermedia Corporation)
Malaysia	WEB DEVELOPER	95/13013	12/ 6/1995	Pending (currently owned by Mecklermedia Corporation)
Malaysia	WEB DEVELOPER	96/07126	6/29/1996	Pending (currently owned by Mecklermedia Corporation)
Qatar	INTERNET.COM	19006	7/13/1998	Pending (currently owned by Internet.com Corporation)
Qatar	INTERNET.COM	19007	7/13/1998	Pending (currently owned by Internet.com Corporation)
U.A.E.	INTERNET.COM	27779	7/30/1998	Pending (currently owned by Mecklermedia Corporation)

7. **Jupitermedia Corporation owns an undivided interest in the following U.S. registrations:**

Mark	**Reg. No.**	**Reg. Date.**
ISPCON*	2,486,990	9/11/01
ISPCON*	2,350,845	5/16/00

*A security interest was granted to U.S. Bank National Association on March 28, 2002, listed at reel/frame 2484/0001, prior to Jupitermedia acquiring an interest in these registrations. Such security interest appears not to be released.

8. **Comstock Images, LLC**

Mark	**Reg. No.**	**Reg. Date.**
THE IDEA MACHINE (Stylized)	2,255,231	1/22/99
COMSTOCK KLIPS (and Design)	2,197,929	10/20/98
Design only (Computer Logo)	2,113,939	11/18/97
COMSTOCK	1,755,867	3/2/93

9. **MCG Finance Corporation IH**

None.

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Algeria	INTERNET.COM		16, 42	980880	7/11/1998	55132	7/11/1998	Registered	
Argentina	INTERNETCOM and Design		42	2.045.345	8/21/1996	1.646.608	10/ 7/1997	Registered	
Argentina	JUPITER		41	1,792,652	2/22/1991	1,584,983	12/15/1995	Registered	
Argentina	JUPITER		38	1,792,651	2/22/1991	1,584,977	12/15/1995	Registered	
Argentina	JUPITER & Design		38	1,861,423	11/ 4/1992	2,474,021	12/ 1/1993	Registered	
Argentina	JUPITER & Design		41	1,861,424	11/ 4/1992	2,474,022	12/ 1/1993	Registered	
Argentina	JUPITERMEDIA		16	2,421,021	3/28/2003			Published	
Argentina	JUPITERMEDIA		41	2,421,016	3/28/2003			Published	
Argentina	JUPITERMEDIA		42	2,421,017	3/28/2003			Published	
Argentina	THE LIST		42	2020976	2/12/1996	1624868	1/20/1997	Registered	
Argentina	THE LIST		09	2020975	2/12/1996	1624867	1/20/1997	Registered	
Argentina	WEB DEVELOPER		16	2011317	11/29/1995	1617892	10/ 7/1996	Registered	
Argentina	WEB DEVELOPER		41	2011320	11/29/1995	1617898	10/ 7/1996	Registered	
Argentina	WEB DEVELOPER		25	2011318	11/29/1995	1617897	10/ 7/1996	Registered	
Argentina	WEB DEVELOPER		38	2011319	11/29/1995	1719676	2/ 8/1999	Registered	
Australia	802.11 PLANET		41	A.900856	1/21/2002	A.900856	1/21/2003	Registered	
Australia	AFFILIATE SOLUTIONS		41, 42	838725	6/13/2000	838725	6/13/2000	Registered	
Australia	AUSTRALIA INTERNET.COM (Stylized)		41	854919	10/25/2000	A.854919	10/25/2000	Registered	
Australia	BROWSERWATCH		42	781762	12/23/1998	781762	12/23/1998	Registered	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Australia	CWSAPPS		16, 42	781764	12/23/1998	A.781764	12/23/1998	Registered	
Australia	DEVX		35, 42	832,924	4/27/2000	832,924	2/20/2001	Registered	
Australia	ECOMMERCE-GUIDE.COM and Design		42	845657	8/ 9/2000	845657	8/ 9/2000	Registered	
Australia	HARDWARECENTRAL		42	823683	2/15/2000	823683	2/15/2000	Registered	
Australia	INTERNET.COM (logo)		41	927249	9/16/2002	A.927249	9/16/2002	Registered	
Australia	ISDEX		16, 42	781767	12/23/1998	781767	12/23/1998	Registered	
Australia	JUPITER		35, 36, 41, 42	791360	4/15/1999	791360	4/15/1999	Registered	
Australia	JUPITER COMMUNICATIONS		35, 36, 41, 42	791361	4/15/1999	791361	4/15/1999	Registered	
Australia	JUPITERIMAGES		38, 42	1007673	6/22/2004			Pending	2/26/200
Australia	JUPITERMEDIA		41	928007	9/20/2002	928007	9/11/2003	Registered	
Australia	JUPITERWEB		42	1007672	6/22/2004	1007672	6/22/2004	Registered	
Australia	SEARCH ENGINE STRATEGIES		41	929416	10/ 3/2002	929416	10/ 3/2002	Registered	
Australia	SEARCHENGINEWATCH		16, 42	781765	12/23/1998	A.781765	12/23/1998	Registered	
Australia	SWYNK.COM		42	809268	10/ 5/1999	809268	10/ 5/1999	Registered	
Australia	THECOUNTER		42	888733	9/10/2001	888733	9/10/2001	Registered	
Australia	WEB DEVELOPER		16, 25, 38, 41	703751	3/ 4/1996	703751	3/ 4/1996	Registered	
Australia	WEB DEVELOPER'S VIRTUAL LIBRARY		16, 42	781771	12/23/1998	A.781771	12/23/1998	Registered	
Australia	WEBOPAEDIA		16, 42	781769	12/23/1998	781769	12/23/1998	Registered	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Article I.	Austria	COMSTOCK	16, 35, 42	AM2138/92	04/30/1992	145217	12/17/1992	Registered	
Austria	INTERNET.COM		42	AM8202/2004	12/10/2004			Pending	
Austria	ISPCON		16, 35, 41 and 42	AM3659/98	06/12/1998	180.219	02/02/1999	Registered	
Austria	THE INTERNET & IT NETWORK		35, 38, 42	AM2060/2001	03/19/2001	197333	07/04/2001	Registered	
Austria	PUSHWATCH		9, 16, 18, 38, 42	AM1719/97	03/26/1997	172260	10/27/1997	Registered	
Austria	PUSHWORLD		16, 18, 20, 35, 38, 41	AM1718/97	03/26/1997	172259	10/27/1997	Registered	
Bahrain	INTERNET.COM		16	1131/98	6/29/1998	24015	12/23/2002	Registered	
Bahrain	INTERNET.COM		42	1132/98	6/29/1998	SM2784	12/23/2002	Registered	
Article II.	Belarus 16, 42 06/25/1998 Registered						INTERNET.COM 1998/1061 17221 05/27/2003		
Article III. 42	Belarus 1998/0958 05/21/2001					ISPCON 06/11/1998 Registered	9, 16, 35, 38, 41 and 13667		
Benelux	AFFILIATE SOLUTIONS		35, 36, 41, 42	0966787	9/6/2000	699856	9/6/2000	Registered	
Benelux	CLICKZ		35, 42	0973354	9/14/2000	711910	2/12/2002	Registered	
Benelux	COMSTOCK		16, 40, 41	0073676	04/29/1992	0525102	04/29/1992	Registered	
Benelux	DOMAIN NOTES		42	953578	12/23/1999	670939	12/23/1999	Registered	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Benelux	INTERNET.COM (Stylized)		35, 36, 41, 42	955106	1/20/2000	682762	1/20/2000	Registered	
Benelux	INTERNETSHOPPER		16, 38, 42	941120	6/28/1999	670253	6/28/1999	Registered	
Benelux	ISPCON		16, 35, 38, 41 and 42	917645	06/11/1998	646382	06/11/1998	Registered	
Benelux	IWORLD		9	874473	07/05/1996	600972	07/05/1996	Registered	
Benelux	WEB DEVELOPER		16, 25, 38, 41	865315	2/14/1996	597603	2/14/1996	Registered	
Brazil	CLICKZ NETWORK and Design		41	826636330	6/14/2004			Published	
Brazil	DATAMATION		16.20	006714862	4/20/1977	006714862	6/25/1978	Registered	
Brazil	ECOMMERCE-GUIDE.COM and Design		42	822205971	11/22/1999	822205971	12/21/2004	Registered	
Brazil	Image of the Man Design		41	826636322	6/14/2004			Published	
Brazil	Image of the Man Design		35	826636349	6/14/2004			Published	
Brazil	INTERNET.COM		11.10	819973467	7/16/1997			Pending	
Brazil	INTERNET.COM		38.10	820109355	6/27/1997			Pending	
Brazil	INTERNET.COM (logo)		16	823309169	10/24/2000			Published	
Brazil	INTERNET.COM (logo)		41	823309150	10/24/2000			Published	
Brazil	INTERNET.COM (logo)		42	823309177	10/24/2000			Published	
Brazil	ISP-LISTS		42	822286661	12/14/1999			Published	
Brazil	JUPITER		40.31, 40.34, 40.36	821626485	5/11/1999			Suspended	
Brazil	JUPITER		41.40	821626540	5/11/1999			Suspended	

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Brazil	MYDESKTOP		42	822602040	3/30/2000			Published	
Brazil	THE LIST		11.10	819321591	6/14/1996	819321591	3/16/1999	Registered	
Brazil	THE LIST		41	819321605	6/14/1996	819321605	2/26/2002	Registered	
Brazil	THE LIST		41.40	819321575	6/14/1996	819321575	8/21/2001	Registered	
Brazil	THE LIST		16.20	819321583	6/14/1996	819321583	3/30/1999	Registered	
Brazil	WEB DEVELOPER		11.1	819347949	7/11/1996	819347949	9/28/1999	Registered	
Brazil	WEB DEVELOPER		16	819347973	7/11/1996	819347973	5/14/2002	Registered	
Brazil	WI-FI PLANET		35	826278990	3/ 2/2004			Pending	
Brazil	WI-FI PLANET		41	826279007	3/ 2/2004			Pending	
Brazil	WI-FI PLANET and Design		35	826219152	1/26/2004			Pending	
Brazil	WI-FI PLANET and Design		41	826219080	1/26/2004			Pending	
Article IV.	Bulgaria								INTER
Bulgaria	INTERNET.COM		42	42/472	06/24/1998			Pending	
Bulgaria	ISPCON		35, 41 and 42	42387	06/15/1998	7585	06/15/1999	Registered	
Bulgaria	ISPCON		16	42392	06/15/1998			Pending	
Canada	802.11 PLANET			1128688	1/21/2002	588,641	9/ 2/2003	Registered	6/27/200
Article V.	Canada		ABLESTOCK			TMA598,335	Registered		
Canada	ABLESTOCK.COM					TMA617,334		Registered	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Canada	ALLNETDEVICES			1029432	9/20/1999	557,928	2/14/2002	Registered	
Canada	BROWSERWATCH			1004930	2/10/1999	557,924	2/14/2002	Registered	4/30/199
Canada	HARDWARECENTRAL			1046877	2/15/2000	551,835	10/ 3/2001	Registered	
Canada	HEMERA					TMA579,643		Registered	
Canada	HEMERA & Sun logo					TMA590,969		Registered	
Canada	INTERNET.COM			880,550	6/ 5/1998	591,143	9/30/2003	Registered	3/ 1/1997
Canada	INTERNET.COM			891,589	9/25/1998	533,848	9/29/2000	Registered	3/ 1/1997
Canada	INTERNET.COM (logo)			1075753	9/21/2000	618,505	9/ 2/2004	Registered	2/17/199
Canada	INTERNETNEWS.COM			1147516	7/22/2002	629,947	1/11/2005	Registered	3/31/199
Canada	ISDEX			1004933	2/10/1999	557,925	2/14/2002	Registered	
Canada	ISP PLANET			1031214	10/ 5/1999	560,756	4/25/2002	Registered	4/ 1/1996
Canada	ISP-LISTS			1031212	10/ 5/1999	557,519	2/ 7/2002	Registered	4/30/199
Canada	JUPITER			1,012,320	4/15/1999	572,165	12/12/2002	Registered	1/ 1/1990
Canada	JUPITERIMAGES			1220610	6/16/2004			Published	2/26/200
Canada	JUPITERMEDIA			1220609	6/16/2004			Published	9/ 4/2002
Canada	JUPITERWEB			1220608	6/16/2004			Published	1/ 7/2004
Canada	MYDESKTOP			1046876	2/15/2000	551,834	10/ 3/2001	Registered	

Article VI. Canada

PHOT

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Canada	PHOTOS.COM			1220611	6/16/2004			Pending	10/12/19
Canada	SEARCH ENGINE STRATEGIES			1062996	6/12/2000	572,282	12/13/2002	Registered	
Canada	SEARCHENGINEWATCH			1004934	2/10/1999	565,781	8/14/2002	Registered	6/30/199
Canada	SWYNK.COM			1031213	10/ 5/1999	565,481	8/ 2/2002	Registered	3/31/199
Canada	THE BIG BOX OF ART					TMA590,727		Registered	
Canada	WEB DEVELOPER			793140	9/21/1995	520460	12/10/1999	Registered	
Canada	WEB DEVELOPER.COM			1023648	7/23/1999	577,829	3/20/2003	Registered	10/30/19
Canada	WEBOPAEDIA			1004928	2/10/1999	557,922	2/14/2002	Registered	
Chile	WEB DEVELOPER		35	343091	5/14/1996	491636	8/13/1997	Registered	
Chile	WEB DEVELOPER		09, 16	343079	5/14/1996	491633	8/13/1997	Registered	
China (People's Republic Of)	802.11 PLANET		42	3076274	1/22/2002			Published	
China (People's Republic Of)	CWSAPPS		42	9900019358	2/26/1999	1434000	8/14/2000	Registered	
China (People's Republic Of)	CWSAPPS		16	9900019366	2/26/1999	1398582	5/21/2000	Registered	
China (People's Republic Of)	CYBERATLAS		42	9900099990	8/23/1999	1487565	12/ 7/2000	Registered	
China (People's Republic Of)	DEVX		42	2000/56362	4/27/2000	2,755,817	4/ 7/2002	Registered	
China (People's Republic Of)	DEVX		38	2000/56563	4/27/2000	1651723	10/14/2001	Registered	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
China (People's Republic Of)	DEVX		35	2000/56361	4/27/2000	1711826	2/ 7/2002	Registered	
China (People's Republic Of)	INTERNET.COM		16	9900118960	10/ 8/1999	1620640	8/21/2001	Registered	
China (People's Republic Of)	INTERNET.COM (logo)		16	2000147357	9/22/2000	1668794	11/21/2001	Registered	
China (People's Republic Of)	INTERNET.COM (logo)		41	2000147358	9/22/2000	1744811	4/ 7/2002	Registered	
China (People's Republic Of)	INTERNET.COM (logo)		41	2000147359	9/22/2000	1794331	6/21/2002	Registered	
China (People's Republic Of)	INTERNETCOM		38	960122623	11/ 5/1996	1131811	11/28/1997	Registered	
China (People's Republic Of)	INTERNETNEWS		16	9900019367	2/27/1999	1452738	10/ 7/2000	Registered	
China (People's Republic Of)	ISP-LISTS		42	9900137197	11/17/1999	1499811	12/28/2000	Registered	
China (People's Republic Of)	JUMBO		42	9900019355	2/26/1999	1433996	8/14/2000	Registered	
China (People's Republic Of)	JUMBO		16	9900019356	2/26/1999	1401511	5/28/2000	Registered	
China (People's Republic Of)	JUPITER		35	3321905	9/27/2002		5/ 7/2004	Registered	
China (People's Republic Of)	JUPITER		41	3321906	9/27/2002	9921906	12/28/2003	Registered	
China (People's Republic Of)	JUPITER EVENTS		35	3321902	9/27/2002		5/ 7/2004	Registered	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
China (People's Republic Of)	JUPITER EVENTS		41	3321909	9/27/2002	3321909	12/28/2003	Registered	
China (People's Republic Of)	JUPITER EVENTS in Chinese Characters		35	3799169	11/14/2003			Pending	
China (People's Republic Of)	JUPITER EVENTS in Chinese Characters		41	3799168	11/14/2003			Pending	
China (People's Republic Of)	JUPITER EVENTS in Chinese Characters		42	3799170	11/14/2003			Pending	
China (People's Republic Of)	JUPITER RESEARCH		35	3321903	9/27/2002	3321903	5/ 7/2004	Registered	
China (People's Republic Of)	JUPITER RESEARCH		41	3321908	9/27/2002	3321908	12/28/2003	Registered	
China (People's Republic Of)	JUPITER RESEARCH in Chinese Characters		35	3797400	11/13/2003			Pending	
China (People's Republic Of)	JUPITER RESEARCH in Chinese Characters		41	3797398	11/13/2003			Pending	
China (People's Republic Of)	JUPITER RESEARCH in Chinese Characters		42	3797399	11/13/2003			Pending	
China (People's Republic Of)	JUPITERIMAGES		38	4141686	6/28/2004			Pending	2/26/200
China (People's Republic Of)	JUPITERIMAGES		42	4141707				Pending	2/26/200
China (People's Republic Of)	JUPITERMEDIA		35	3321904	9/27/2002			Pending	
China (People's Republic Of)	JUPITERMEDIA		41	3321907	9/27/2002	3321907	12/28/2003	Published	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
China (People's Republic Of)	JUPITERWEB		42	4141708	6/28/2004			Pending	
China (People's Republic Of)	NEWSLINX		42	9900099989	8/23/1999	1487952	12/ 7/2000	Registered	
China (People's Republic Of)	SEARCHENGINEWATCH		16	9900019370	2/26/1999	1407551	4/14/2000	Registered	
China (People's Republic Of)	SEARCH ENGINE STRATEGIES		35					Instructed Application	
China (People's Republic Of)	SEARCH ENGINE STRATEGIES		41					Instructed Application	
China (People's Republic Of)	SEARCH ENGINE STRATEGIES		42					Instructed Application	
China (People's Republic Of)	SES		35					Instructed Application	
China (People's Republic Of)	SES		41					Instructed Application	
China (People's Republic Of)	SES		42					Instructed Application	
China (People's Republic Of)	THE LIST		09	960036395	3/ 2/1996	1053998	7/14/1997	Registered	
China (People's Republic Of)	WEB DEVELOPER		16	950130776	10/19/1995	1002385	5/14/1997	Registered	
China (People's Republic Of)	WEB DEVELOPER		25	950130777	10/19/1995	1009574	5/21/1997	Registered	
China (People's Republic Of)	WEBOPAEDIA		42	9900017376	2/15/1999	1459486	10/14/2000	Registered	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
China (People's Republic Of)	WEBOPAEDIA		16	9900019043	2/25/1999	1401510	5/28/2000	Registered	
Colombia	BROWSERWATCH		16	98076607	12/24/1998	242931	10/ 4/2001	Registered	
Colombia	BROWSERWATCH		42	98076620	12/24/1998	219540	8/17/1999	Registered	
Colombia	CWSAPPS		16	98076602	12/24/1998	242933	10/ 4/2001	Registered	
Colombia	CWSAPPS		42	98076615	12/24/1998	219522	8/17/1999	Registered	
Colombia	INTERNET STOCK REPORT		16	98076604	12/24/1998	242932	10/ 4/2001	Registered	
Colombia	INTERNET STOCK REPORT		42	98076605	12/24/1998	244155	10/31/2001	Registered	
Colombia	INTERNETNEWS		42	98076613	12/24/1998			Published	
Colombia	ISDEX		16	98076612	12/24/1998	219521	8/17/1999	Registered	
Colombia	ISDEX		42	98076611	12/24/1998	219520	8/17/1999	Registered	
Colombia	JUMBO		42	98076606	12/24/1998	244154	10/31/2001	Registered	
Colombia	SEARCHENGINEWATCH		42	98076610	12/24/1998	242929	10/ 4/2001	Registered	
Colombia	SEARCHENGINEWATCH		16	98076619	12/24/1998	219524	8/17/1999	Registered	
Colombia	THE LIST		09	967228	2/16/1996	191581	11/29/1996	Registered	
Colombia	THE LIST		42	967226	2/16/1996	191580	11/29/1996	Registered	
Colombia	WEB DEVELOPER		35	967217	2/16/1996	191574	11/29/1996	Registered	
Colombia	WEB DEVELOPER		09	967219	2/16/1996	191576	11/29/1996	Registered	
Colombia	WEB DEVELOPER		16	967218	2/16/1996	191575	11/29/1996	Registered	
Colombia	WEB DEVELOPER'S VIRTUAL LIBRARY		16	18522	3/14/2000	240499	7/27/2001	Registered	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Colombia	WEBREFERENCE.COM		16	98076618	12/24/1998	219523	8/17/1999	Registered	
Costa Rica	WEB DEVELOPER		35	7776-96	7/ 4/1996	102469	7/ 2/1997	Registered	
Costa Rica	WEB DEVELOPER		16	7775-96	7/ 4/1996	102450	7/ 2/1997	Registered	
Costa Rica	WEB DEVELOPER		09	7774-96	7/ 4/1996	102449	7/ 2/1997	Registered	
Section 6.01 08/23/1999	Czechoslovakia Registered		ISPCON	16, 35, 41 and 42	133491	06/11/1998	219819		
Denmark	AFFILIATE SOLUTIONS		35, 36, 41, 42	VA 2000-02569	6/13/2000	VR 2001-00736	2/9/2001	Registered	
Denmark	CLICKZ		35, 41, 42	VA 2000-03923	9/18/2000	VR 2001-01063	2/28/2001	Registered	
Denmark	INTERNET BREAKFAST FORUMS		35, 41, 42	VA 2000-03202	7/25/2000	VR 2001-01096	3/5/2001	Pending	
Denmark	INTERNET.COM (Stylized)		9, 16, 35, 41, 42	VA 2000 03935	9/19/2000	VR 2001-02443	6/8/2001	Registered	
Section 6.02 01351	Denmark 05/04/1999		ISPCON Registered	16, 35, 41 and 42	VA 1998 02579	06/11/1998		VR 1999-	
Denmark	PUSHWATCH		9, 16, 18, 38, 42	VA 1997-01984	4/16/1997	VR 1997-04852	11/14/1997	Registered	
Denmark	PUSHWORLD		9, 16	VA 1997-01983	04/16/1997	VR 1997-04851	11/14/1997	Registered	
Denmark	SEARCH ENGINE STRATEGIES		35, 36, 41, 42	VA 2000-02568	6/13/2000	VR 2001-00735	2/9/2001	Registered	
Denmark	SEARCH ENGINE STRATEGIES		35, 36, 41, 42	VA 2002-01332	4/3/2002	VR 2003-00049	1/7/2003	Registered	
Denmark	THE COUNTER		9, 42	VA 2001-03481	9/17/2001	VR 2002-00196	1/15/2002	Registered	
Denmark	WEB DEVELOPER		16, 41	01053/1996	2/14/1996	01972/1996	3/22/1996	Registered	

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Ecuador	INTERNET.COM		16	88944	6/30/1998	833-00	3/ 3/2000	Registered	
Ecuador	THE LIST		42	65776	2/13/1996	1393-97	10/15/1997	Registered	
Ecuador	THE LIST		09	65777	2/13/1996	3397-97	10/17/1997	Registered	
Ecuador	WEB DEVELOPER		35	65767	2/13/1996	1390-97	10/15/1997	Registered	
Ecuador	WEB DEVELOPER		09	65769	2/13/1996	3392-97	10/17/1997	Registered	
Ecuador	WEB DEVELOPER		16	65768	2/13/1996	3391-96	10/17/1997	Registered	
Egypt	INTERNET.COM		16	107703	6/15/1997	107703	3/ 9/2002	Registered	
Egypt	INTERNET.COM		42	107704	6/15/1997	107704	1/16/2002	Registered	
Article VII.	Estonia 9801307 Registered					ISPCON 06/12/1998	16, 35, 41, and 42 31248 06/18/2000		
European Union	ASP NEWS		35, 41, 42	1708577	6/15/2000	1708577	8/20/2004	Registered	
European Union	AFFILIATE SOLUTIONS		35, 36, 42	1417419	12/ 9/1999		8/14/2001	Registered	
European Union	BOTSPOT		16, 42	1257930	7/28/1999	1257930	3/12/2001	Registered	
European Union	BROWSERWATCH		16, 42	1038348	2/17/1999	1038348	4/10/2000	Registered	
European Union	CLICKZ		35, 38, 41, 42	1852474	9/13/2000			Pending	
European Union	COMSTOCK		9, 16, 42	348011	08/16/1996	348011	12/14/1996	Registered	
European Union	COMSTOCK IMAGES		9, 38, 41, 42	3974318	8/6/2004			Pending	
European Union	CWSAPPS		16, 42	1050749	1/22/1999	1050749	1/22/2000	Registered	
European Union	DATAMATION		09, 16, 42			000206722	3/ 12/1998	Registered	

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European Union	DATAMATION		41, 42			1997063	2/18/2003	Registered	
European Union	DEVELOPER.COM and Design		35, 42	964346	10/16/1998	964346	7/ 9/2002	Registered	
European Union	DEVX		35, 38, 42	1624691	4/25/2000	1624691	3/20/2002	Registered	
European Union	DOMAIN NOTES		42	1448265	12/22/1999	1448265	2/12/2001	Registered	
European Union	EARTHWEB		09, 42	468,918	2/ 7/1997	468,918	2/ 3/2000	Registered	
European Union	E-COMMERCE-GUIDE.COM & Device		35, 36, 41, 42	1485929	2/1/2000	1485929	7/3/2001	Registered	
European Union	HEMERA		9, 35, 38, 42	2522225	12/19/2001	2522225	06/18/2003	Registered	
European Union	INTERNET.COM		9, 16, 35, 36, 38, 41, 42	2337301	8/8/2001			Pending	
European Union	INTERNET.COM (Style & Colour)		16, 35, 36, 41, 42	1858232	9/18/2000	1,858,232	6/5/2003	Registered	
European Union	INTERNET NEWS		35, 38, 42	3406154	10/15/2003			Pending	
European Union	INTERNETNEWS.COM		16, 35, 41, 42	541615	5/ 9/1997			Pending	
European Union	INTERNETNEWS.COM		35, 38, 42	3409273	10/15/2003			Pending	
European Union	INTERNET SHOPPER		16, 42	1219864	6/24/1999			Pending	
European Union	INTERNET STOCK REPORTS (...)		16, 38, 42	1307008	9/13/1999	1307008	11/15/2000	Registered	
European Union	IPODEX		16, 38, 42	1307032	09/13/1999	1307032	03/14/2001	Registered	
European Union	IPOWATCH		16, 42	891044	7/29/1998	891044	11/26/1999	Registered	
European Union	ISDEX		16, 36, 42	610535	8/ 7/1997	610535	8/ 7/1997	Registered	
European Union	ISPCON		16, 35, 41 and 42	847780	06/10/1998	847780	12/22/1999	Registered	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
European Union	ISP PLANET		16, 42	1258334	7/28/1999	1258334	8/ 8/2000	Registered	
European Union	JUPITER		16, 35, 36, 42	001004506	12/ 3/1998			Pending	
European Union	JUPITER EVENTS		35, 41, 42	2798080	5/8/2002	2798080	7/4/2004	Registered	
European Union	JUPITERIMAGES		9, 38, 42	3704285	3/10/2004			Pending	
European Union	JUPITERMEDIA		35, 41, 42	2798320	5/8/2002			Pending	
European Union	JUPITERMEDIA		9, 38	3703535	10/3/2004			Pending	
European Union	JUPITER RESEARCH		35, 41, 42	2798064	5/8/2002	2798064	7/4/2004	Registered	
European Union	JUPITERWEB		42	3703998	3/10/2004			Pending	
European Union	LINUX PLANET		16, 38, 42	1257716	07/28/1999	1257716	07/09/2001	Registered	
European Union	MYDESKTOP		16, 42	1259282	7/29/1999	1259282	8/ 8/2000	Registered	
European Union	NETSEARCHER		16	775643	3/18/1998	775643	6/ 6/2001	Registered	
European Union	NEWSLINX		16, 42	1259365	7/29/1999	1259365	8/ 8/2000	Registered	
European Union	PCWEBOPAEDIA		38, 42	775817	3/18/1998	775817	3/18/1998	Registered	
European Union	PHOTO-OBJECTS		9, 35, 38, 42	2544526	01/17/2002	2544526	08/20/2003	Regitered	
European Union	PLUG.IN		35, 41	001816180	8/18/2000	001816180	12/17/2001	Registered	
European Union	RIGHTSPROTECTEDIMAGES.COM		9, 42	4229035	1/5/2005			Pending	
European Union	RIGHTSPROTECTEDIMAGES.COM>.		9, 42	4229861	1/5/2005			Pending	
European Union	SEARCHENGINESTRATEGIES>.			4227501	12/21/2004			Pending	
European Union	SEARCHENGINEWATCH		16, 42	1038140	2/17/1999	1038140	3/ 7/2000	Registered	
European Union	SWYNK.COM		16, 42	1261106	7/28/1999	1261106	10/20/2000	Registered	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
European Union	THECOUNTER.COM		35, 38, 42			2295020	5/11/2003	Registered	
European Union	THE COUNTER		9	2369221	9/10/2001			Pending	
European Union	THE COUNTER		42	2295160	7/11/2001	2295160	7/25/2003	Registered	
European Union	THE LIST		16, 42	1260017	7/29/1999	1260017	10/20/2000	Registered	
European Union	THINKSTOCK		9, 38, 41, 42	3966694	8/5/2004			Pending	
European Union	THINKSTOCK FOOTAGE		9, 38, 41, 42	3966751	8/5/2004			Pending	
European Union	THINKSTOCK IMAGES		9, 38, 41, 42	3966769	8/5/2004			Pending	
European Union	WDVL		16, 38, 42	1155050	4/28/1999		6/14/2000	Registered	
European Union	WEB DEVELOPER.COM		16, 25, 38, 41, 42	788786	4/ 2/1998	788786	1/17/2000	Registered	
European Union	WEBOPEDIA		38, 42	775718	3/18/1998	775718	11/26/1999	Registered	
European Union	WEBREFERENCE & Device (Colour)		16, 42	1824655	8/24/2000	1824655	6/14/2002	Registered	
European Union	WI FI PLANET		35, 41, 42	3543485	11/18/2003			Pending	
European Union	WI FI PLANET and Device		35, 41, 42	3550142	11/18/2003			Pending	
European Union	WSRN		16, 42	1260058	7/29/1999	1260058	10/20/2000	Registered	
Section 7.01	Finland Registered	AFFILIATE SOLUTIONS	35, 42	T200002026	06/13/2000	222434	12/14/2001		
Finland	INTERNET.COM (Styl & Colour) Registered		9, 16, 35, 36, 41, 42	T200003268	10/06/2000	225167	09/30/2002		

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Finland	ISPCON Registered		16, 35, 41 and 42	T199802066	06/11/1998	214581	06/30/1999		
Finland	THE COUNTER		9, 42	T200102801	09/17/2001			Pending	
Finland	SEARCH ENGINE STRATEGIES Registered		35, 36, 38, 41, 42	T200002025	06/13/2000	222433	12/14/2001		
Finland	SEARCH ENGINE STRATEGIES		35, 41, 42	T200201018	04/02/2002			Pending	
Finland	WEB DEVELOPER Registered		16, 35, 41	T199900984	03/23/1999	223441	04/15/2002		
France	AFFILIATE SOLUTIONS		35, 36, 41, 42	003034894	06/16/2000	003034894	06/16/2000	Registered	
France	ALL NET RESEARCH		16, 38, 42	99805876	08/02/1999	99805876	08/02/1999	Registered	
France	ASPNEWS		35	003035144	06/19/2000	003035144	06/19/2000	Registered	
France	BOTSPOT		16, 38, 42	99805871	08/02/1999	99805871	08/02/1999	Registered	
France	BROWSERWATCH		16, 38, 42	99783487	03/29/1999	99783487	03/29/1999	Registered	
France	CLICKZ		38, 41, 42	003053542	09/25/2000	003053542	09/25/2000	Registered	
France	CWSAPPS		16, 42	99783484	3/29/1999	99783484	3/29/1999	Registered	
France	COMSTOCK		16, 35, 41, 42	271337	03/04/1991	1726013	03/04/1991	Registered	
France	DATAMATION		16			1,325,283	10/ 2/1985	Registered	
France	DOMAIN NOTES		42	003000457	01/07/2000	003000457	01/07/2000	Registered	
France	INTERNET SHOPPER EXPO		16, 35, 42	97/672233	4/ 7/1997	97/672233	4/ 7/1997	Registered	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
France	INTERNET SHOPPER		9, 16, 35, 38, 41, 42	96627410	05/29/1996	96627410	05/29/1996	Registered	
France	INTERNET.COM		16, 35, 41, 42	97677686	5/13/1997	97677686	5/13/1997	Registered	
France	INTERNET.COM		16	99787594	4/20/1999			Pending	
Article VIII. (Styl & Colour) 42	France 003053299 003053299 Registered						INTERNET.COM 9, 16, 35, 36, 38, 41, 09/22/2000 09/22/2000		
France	INTERNETNEWS		16, 42	99785918	4/12/1999			Pending	
France	INTERNET NEWS		38, 41, 42	023157193	04/03/2002	023157193	11/15/2002	Registered	
France	INTERNETNEWS.COM		16, 35, 41, 42	97/677687	5/13/1997	97677687	5/13/1997	Registered	
France	INTERNETNEWS.COM		16, 38, 42	99/787593	4/20/1999			Pending	
France	INTERNETNEWS.COM		38, 41, 42	023157194	04/03/2002	023157194	11/15/2002	Registered	
France	INTERNETSTOCKREPORT		16, 42	99785917	4/12/1999			Pending	
France	INTERNETSTOCKREPORTS		16, 38, 42	99814376	09/28/1999	99814376	09/28/1999	Registered	
France	INT MEDIA GROUP								
France	ISDEX		16, 38, 42	99785378	4/ 8/1999	99785378	4/ 8/1999	Registered	
France	ISPCON16, 35, 41, 42		98737033	06/15/1998	98737033	06/15/1998	Registered		
France	ISP LISTS		16, 42	99805883	8/ 2/1999			Pending	
France	ISP PLANET		16, 42	99805881	8/ 2/1999			Pending	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
France	JUMBO		16, 42	99785659	4/ 9/1999			Pending	
France	JUMBO.COM		16, 42	99785660	4/ 9/1999			Pending	
Article IX. 42	France 023178504 023178504 Registered						JUPITER 08/06/2002 08/06/2002	35, 41,	
Article X.	France 35, 41, 42 08/06/2002 05/06/2002						JUPITER EVENTS 023178505 023178505 Registered		
France	JUPITER RESEARCH		35, 41, 42	023178506	08/06/2002	023178506	08/06/2002	Registered	
Article XI.	France 35, 41, 42 08/06/2002 08/06/2002						JUPITERMEDIA 023178503 023178503 Registered		
Article XII.	France 16, 38, 42 08/02/1999 11/16/2001						LINUX PLANET 99805870 99805870 Registered		
France	MYDESKTOP		16, 42	99805874	8/ 2/1999			Pending	
France	NEWSLINX		16, 42	99790281	5/ 5/1999	99790281	5/ 5/1999	Registered	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
France	PUSHWATCH		9, 16, 18, 38, 42	97/646402	05/05/1997	97/676402	05/05/1997	Registered	
France	PUSHWORLD		9, 16, 18, 35, 38, 41, 42	97/676403	05/05/1997	97/676403	05/05/1997	Registered	
France	REFER-IT		16, 42	99790278	5/ 5/1999	99790278	5/ 5/1999	Registered	
Article XIII. STRATEGIES	France 003034895 003035895 Registered						SEARCH ENGINE 35, 36, 41, 42 06/16/2000 06/16/2000		
Article XIV. WATCH	France 16, 38, 42 03/29/1999 03/29/1999						SEARCH ENGINE 99783485 99783485 Registered		
France	STREAMING MEDIA WORLD		16, 38, 42	99816513	10/ 8/1999			Pending	
France	STREAMING WORLD MEDIA		16, 42	99790283	5/ 5/1999			Pending	
France	SWYNK.COM		16, 42	99/805882	8/ 2/1999			Pending	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Article XV.	France 9, 38, 42 09/28/2001 09/28/2001						THE COUNTER 013123384 013123384 Registered		
France	THE ELECTRONIC COMMERCE GUIDE		16, 42	99814377	9/28/1999			Pending	
France	THE LIST		16, 42	99790279	5/ 5/1999	99790279	5/ 5/1999	Registered	
France	WDVL		16, 42	99790280	5/ 5/1999	99 790 280	5/ 5/1999	Registered	
France	WEB DESIGN LIST		16, 38, 42	99790276	05/05/1999	99790276	05/05/1999	Registered	
France	WEB DEVELOPER		16, 25, 38, 41	96/610953	2/15/1996	96/610953	2/15/1996	Registered	
France	WEB DEVELOPER		42	99790282	5/ 5/1999			Pending	
France	WEB DEVELOPER'S VIRTUAL LIBRARY		16, 42	99785919	4/14/1999	99785919	4/14/1999	Registered	
France	WEBOPEDIA		16, 38, 42	99785379	4/ 8/1999	99785379	4/ 8/1999	Registered	
France	WEBREFERENCE		16, 42	99/783486	3/29/1999			Pending	
Gaza District	INTERNET.COM		16	5608	6/27/1998	5608	6/27/1998	Registered	
Gaza District	INTERNET.COM		42	5609	6/27/1998	5609	6/27/1998	Registered	
Germany	ASPNEWS		35, 38, 41, 42	30045577.1	6/16/2000	30045577	3/13/2001	Registered	
Germany	BOTSPOT		16, 42	39946064.0	8/2/1999	39946064	3/10/2000	Registered	
Germany	BROWSERWATCH		16, 42	39900991.4	1/11/1999	39900991	1/11/1999	Registered	
Germany	CLICKZ		16, 42	30069390.7	9/15/2000	30069390	3/12/2001	Registered	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Germany	COMSTOCK		42	C 42876	01/11/1992	2012597	04/13/1992	Registered	
Germany	CWSAPPS		35, 41, 42	39903418.8	1/22/1999	39903418	1/22/1999	Registered	
Germany	INTERNET.COM		16, 35, 41, 42	39721778.1	5/14/1997	39721778	3/18/1998	Registered	
Article XVI. & Colour)	Germany 16, 35, 41, 42 09/19/2000 06/01/2004						INTERNET.COM (Styl 30070036.9 30070036 Registered		
Germany	INTERNETNEWS.COM		16, 35, 41, 42	39721780.3	5/14/1997	39721780	3/18/1998	Registered	
Germany	INTERNETSTOCKREPORT		16, 42	39900990.6/16	1/11/1999	39900990	1/11/1999	Registered	
Germany	INTERNETSTOCKREPORT (...)		16, 38, 42	39956687.2 9/14/1999		39956687	10/31/2000	Registered	
Germany	ISDEX		16, 42	39874172.7	12/23/1998	39874172	4/ 6/1999	Registered	
Section 16.01 08/27/1999	Germany Registered		ISPCON	9, 16, 35, 38, 41 and 42		39832947.8	06/12/1998	39832947	
Germany	ISP LISTS		16, 42	39946068.3	8/ 2/1999	39946068	8/27/2001	Registered	
Germany	ISP PLANET		16, 42	39946067.5	8/2/1999	39946067	8/27/2001	Registered	
Germany	iWORLD		9, 38, 41	39652927.5	12/5/1996	39652927	8/10/1998	Registered	
Germany	JUMBO		16, 42	39905455.3	2/ 1/1999	39905455	2/ 1/1999	Registered	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Germany	JUMBO.COM		16, 42	39905456.1	2/ 1/1999	39905456	4/19/1999	Registered	
Germany	JUPITER		35, 41, 42	30238681.5	8/6/2002	30238681	11/24/2003	Registered	
Germany	JUPITER EVENTS		35, 41, 42	30238683,1	8/6/2002	30238683	11/24/2003	Registered	
Germany	JUPITERIMAGES		9, 38, 41, 42	30436471.1	6/23/2004				
Germany	JUPITERMEDIA		35, 41, 42	30238685.8	8/6/2002	30238685	11/21/2003	Registered	
Germany	JUPITER RESEARCH		35, 41, 42	30238682.3	8/6/2002	30238682	11/24/2003	Registered	
Germany	JUPITERWEB		9, 41, 42	30436473.8	6/2/3/2004	30436473	1/3/2005	Registered	
Germany	LINUX PLANET16, 42		39946065.9	08/02/1999	39946065	08/27/2001	Registered		
Germany	NANOBUSINESS		35, 38, 41, 42	30223631.7	5/13/2002	30223631	2/26/2004	Registered	
Germany	NEWSLINX		38, 42	39950381.1	8/19/1999	39950381	8/19/1999	Registered	
Germany	SEARCHENGINESTRATEGIES		35, 41	30355507.6	10/23/2003			Pending	
Germany	SEARCHENGINEWATCH		16, 42	39900989	1/11/1999	39900989	1/11/1999	Registered	
Germany	SWYNK.COM		16, 42	39946066.7	8/ 2/1999	39946066	3/10/2000	Registered	
Germany	THE ONE STOP INTERNET STOCK INFORMATION NETWORK		35, 41, 42	39973009.5	11/19/1999	39973009	3/13/2000	Registered	
Germany	WEB DEVELOPER		16, 25, 38, 41	39606705.0	2/13/1996	39606705	12/7/2000	Registered	
Germany	WEB DEVELOPER'S VIRTUAL LIBRARY		16, 42	39900988.4	1/11/1999			Pending	

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Germany	WEBOPEDIA		09, 16, 42	39873800.9	12/22/1998	398 73 800	12/22/1998	Registered	
Germany	WEBREFERENCE		16, 42	39903419.6	1/22/1999	39903419	11/7/2000	Registered	
Germany	WI FI PLANET		35, 41, 42	30360878.1	11/20/2003			Pending	
Germany	WI FI PLANET & Device		35, 41, 42	30360880.3	11/20/2003			Pending	
Greece	ISPCON		16 35, 41, 42	137626	07/24/1998	137626	06/19/2001	Registered	
Greece	THE INTERNET & IT NETWORK		38, 42	146197	03/19/2001	146197	10/17/2002	Registered	
Hong Kong	BROWSERWATCH		16	17395/98	12/24/1998	B6570/2000	12/24/1998	Registered	
Hong Kong	BROWSERWATCH		42	17396/98	12/24/1998	B7448/2000	12/24/1998	Registered	
Hong Kong	CWSAPPS		16	17393/98	12/24/1998	4920/2000	12/24/1998	Registered	
Hong Kong	CWSAPPS		42	17394/98	12/24/1998	10037/2000	12/24/1998	Registered	
Hong Kong	HARDWARECENTRAL		42	3241/2000	2/18/2000	B10987/2001	10/ 4/2001	Registered	
Hong Kong	ISDEX		42	17388/98	12/24/1998	10460/2000	12/24/1998	Registered	
Hong Kong	ISDEX		16	17387/98	12/24/1998	5137/2000	12/24/1998	Registered	
Hong Kong	JUMBO		16	17385/98	12/24/1998	13287/2000	11/19/1998	Registered	
Hong Kong	JUMBO		42	17386/98	12/24/1998	13288	11/19/1998	Registered	
Hong Kong	JUPITER		35	99 04990	4/21/1999	17118/1999	12/30/1999	Registered	
Hong Kong	JUPITER		36	99 04992	4/21/1999	17119/1999	12/30/1999	Registered	
Hong Kong	JUPITER		42	99 04991	4/21/1999	11627/2002	9/ 5/2002	Registered	
Hong Kong	JUPITER COMMUNICATIONS		35	99 04988	4/21/1999	2220/2000	2/ 2/2000	Registered	

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Hong Kong	JUPITER COMMUNICATIONS		36	99 04987	4/21/1999	2219/2000	2/ 2/2000	Registered	
Hong Kong	JUPITER COMMUNICATIONS		42	99 04989	4/21/1999	11626/2002	9/ 5/2002	Registered	
Hong Kong	JUPITER EVENTS		35	04409/2003	3/27/2003	2004059011	3/27/2003	Registered	
Hong Kong	JUPITER EVENTS		41	04408/2003	3/27/2003	200405910	3/27/2003	Registered	
Hong Kong	JUPITER EVENTS in Chinese Characters		35, 41, 42	300018206	5/14/2003	300018206	5/14/2003	Registered	
Hong Kong	JUPITER RESEARCH		35	04410/2003	3/27/2003	200405912	3/27/2003	Registered	
Hong Kong	JUPITER RESEARCH		41	04411/2003	3/27/2003	200405913	3/27/2003	Registered	
Hong Kong	JUPITER RESEARCH in Chinese Characters		35, 41, 42	300018198	5/14/2003	300018198	5/14/2003	Registered	
Hong Kong	SEARCHENGINEWATCH		16	17383/98	12/24/1998	B10035	12/24/1998	Registered	
Hong Kong	SEARCHENGINEWATCH		42	17384/98	12/24/1998	B10036	12/24/1998	Registered	
Hong Kong	WEB DEVELOPER		35	8091/96	7/ 4/1996	B7622/2000	7/ 4/1996	Registered	
Hong Kong	WEBOPAEDIA		16	17381/98	12/24/1998	07399/2000	9/ 1/1998	Registered	
Hong Kong	WEBOPAEDIA		42	17382/98	12/24/1998	07400/2000	8/20/1998	Registered	

Article XVII. Hungary
16, 42
06/24/1998
Registered

INTERNET.COM
M9802503
163647 06/24/1998

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Article XVIII.	Hungary								
SHOPPER	9, 16, 35, 38, 41, 42						INTERNET		
	11/11/1996						9603719		
	Registered						156878 11/11/1996		
Article XIX.	Hungary								
	M9802446						ISPCON 16, 35, 41, 42		
	06/22/1998						06/22/1998 161135		
							Registered		
Article XX.	Hungary								
	42						THE INTERNET & IT NETWORK		
	06/18/2002						M0101659 03/21/2001 170879		
							Registered		
Iceland	INTERNET.COM		16, 42	1210/1998	6/23/1998			Pending	
Iceland	INTERNET SHOPPER		9, 16, 35, 38, 41, 42	1378/1996	11/06/1996	1284/1998	11/26/1998	Registered	
Article XXI.	Iceland								
	1130/1998						ISPCON 16, 35, 41, 42		
	972/1998						06/11/1998		
	Registered						08/27/1998		
India	INTERNET.COM		42	1236843	9/15/2003			Pending	
India	INTERNET.COM (logo)		16	958768	9/26/2000			Published	
India	JUPITER		35, 41, 42	01237395	9/16/2003			Pending	
India	JUPITER EVENTS		35, 41, 42	01237396	9/16/2003			Pending	

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India	JUPITER RESEARCH		35, 41, 42	1237398	9/16/2003			Pending	
India	JUPITERIMAGES		38, 42	1295170	7/ 9/2004			Pending	2/26/200
India	JUPITERMEDIA		35, 41, 42	01237397	9/16/2003			Pending	
India	JUPITERWEB		42	1295168	7/ 9/2004			Pending	
India	SEARCH ENGINE STRATEGIES		41, 42	1237426	9/16/2003			Pending	2/17/199
India	WEB DEVELOPER		09	722499	7/ 1/1996			Published	
Indonesia	INTERNET.COM		16	98/11631	7/ 7/1998			Pending	
Indonesia	INTERNET.COM		42	98/11632	7/ 7/1998			Published	
Indonesia	INTERNETCOM		42	J9620592	9/24/1996	396035	10/ 6/1997	Registered	
Indonesia	WEB DEVELOPER		16	96/16141	8/ 1/1996	391213	8/ 1/1996	Registered	
Indonesia	WEB DEVELOPER		35	96/16144	8/ 1/1996	401175	8/ 1/1996	Registered	
Indonesia	WEB DEVELOPER		09		10/ 4/1996	399543	10/15/1997	Registered	
Ireland	ISPCON		16, 35, 41, 42	98/2476	06/11/1998	211841	06/11/1998	Registered	
Ireland	THE COUNTER		9, 35, 38, 41, 42	2001.02909	09/10/2001	224718	09/10/2001	Registered	
Israel	INTERNET.COM		42	112850	6/ 6/1997	112850	6/ 6/1997	Registered	
Israel	INTERNET.COM (logo)		16	141955	9/19/2000	141955	1/ 2/2002	Registered	
Israel	INTERNET.COM (logo)		41	141956	9/19/2000	141956	1/ 2/2002	Registered	
Israel	INTERNET.COM (logo)		42	141957	9/19/2000	141957	4/19/2002	Registered	
Israel	JUPITER		35	126924	4/ 5/1999	126924	5/ 8/2000	Registered	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Israel	JUPITER		42	126925	4/ 5/1999	126925	5/ 8/2000	Registered	
Israel	JUPITER		36	126926	4/ 5/1999	126926	5/ 8/2000	Registered	
Israel	JUPITER EVENTS		35	163488	3/25/2003	163488	3/ 3/2004	Registered	
Israel	JUPITER EVENTS		41	163489	3/25/2003	163489	3/ 3/2004	Registered	
Israel	JUPITER RESEARCH		41	163491	3/25/2003	163491	3/ 3/2004	Registered	
Israel	JUPITER RESEARCH		35	163490	3/25/2003	163490	3/25/2004	Registered	
Israel	MYDESKTOP		42	136092	3/22/2000	136092	7/ 3/2001	Registered	
Israel	WALL STREET RESEARCH NET		42	136094	3/22/2000	136094	9/ 4/2001	Registered	
Israel	WEB DEVELOPER		09	106057	6/28/1996	106057	5/ 8/1998	Registered	
Israel	WEB DEVELOPER		16	106058	6/28/1996	106058	5/ 8/1998	Registered	
Israel	WEB DEVELOPER		35	106059	6/28/1996	106059	5/ 8/1998	Registered	

Article XXII. Italy
07/06/2000
AFFILIATE SOLUTIONS 35, 42 TO2000C002233
Pending

Article XXIII. Italy
Pending
CLICKZ 42 TO2000C003353 10/16/2000

Article XXIV. Italy
12/28/1994
COMSTOCK 35 MI92C003216 04/30/1992 641974
Registered

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Italy	DATAMATION		16			755858	8/26/1998	Registered	
Italy	INTERNET.COM		42	TO98C003232	03/11/1998	817844	06/12/2000	Registered	
Italy	INTERNET.COM		16, 42	TO98C002294	07/24/1998	817018	06/06/2000	Registered	
Italy	INTERNET.COM (STYL & COLOUR)		16, 35, 41, 42	TO2000C004	12/22/2000			Pending	
Italy	ISPCON		16, 35, 41, 42	TO98C00192	06/16/1998	816649	05/30/2000	Registered	
Italy	PUSHWATCH			TO97C001309	05/16/1997			Pending	
Italy	PUSHWORLD		9, 16, 18, 35, 38, 41, 42	TO97C00131	02/21/1997	2124590	09/19/1997	Registered	
Italy	THE COUNTER		9, 42	TO2001C003324	10/22/2001			Pending	
Italy	THE INTERNET & IT NETWORK		42	TO2001C001065	03/21/2001			Pending	
Italy	SEARCH ENGINE STRATEGIES		35, 42	T02000C002234	07/06/2000			Pending	
Italy	WEB DEVELOPER		16, 25, 38, 41	96/C000432	2/14/1996	744285	3/30/1998	Registered	
Japan	DEVX		35	2000/45446	4/27/2000	4482383	6/15/2001	Registered	
Japan	DEVX		38	2000/45447	4/27/2000	4551703	3/15/2002	Registered	
Japan	DEVX		42	2000/45448	4/27/2000	4551704	3/15/2002	Registered	
Japan	EARTHWEB		09	9-14661	2/13/1997	4170824	7/24/1998	Registered	
Japan	EARTHWEB		42	9-14662	2/13/1997	4566488	5/10/2002	Registered	
Japan	INTERNET.COM		16, 42	9-125387	6/ 9/1997			Pending	
Japan	INTERNET.COM (logo)		16, 41, 42	2000-102193	9/19/2000			Pending	
Japan	ISP PLANET		41, 42	11-117020	12/20/1999	4599375	8/30/2002	Registered	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Japan	ISP-LISTS		41, 42	11-117021	12/20/1999	4599376	8/30/2002	Registered	
Japan	JUPITER		35, 41	2002-81834	9/26/2002			Pending	
Japan	JUPITER		35, 41	29685/1999	4/ 6/1999	4576695	6/14/2002	Registered	
Japan	JUPITER EVENTS		35, 41	2002-81837	9/26/2002	4716019	10/10/2003	Registered	
Japan	JUPITER RESEARCH		35, 41	2002-81836	9/26/2002	4716018	10/10/2003	Registered	
Japan	JUPITERIMAGES		38, 42	2004-57918	6/23/2004			Pending	2/26/200
Japan	JUPITERMEDIA		35, 41	2002-81835	9/26/2002	4716017	10/10/2003	Registered	
Japan	JUPITERWEB		42	2004-57919	6/23/2004			Pending	
Japan	SEARCH ENGINE STRATEGIES		41	2000-65365	6/13/2000	4576379	6/14/2002	Registered	
Japan	WEB DEVELOPER		09	8-23430	3/ 6/1996	4077295	10/31/1997	Registered	
Japan	WEB DEVELOPER		35	8-23432	3/ 6/1996	4363777	3/ 3/2000	Registered	
Japan	WEB DEVELOPER		16	8-23431	3/ 6/1996	4233844	1/29/1999	Registered	
Japan	WI-FI PLANET		35, 41	2003-91851	10/20/2003	4802720	9/17/2004	Registered	
Jordan	INTERNET.COM		16	50838	9/ 5/1998	50838	9/ 5/1998	Registered	
Article XXV. Khazakhstan 12133 11/01/1999							ISPCON 16, 35, 41, 42 06/17/1998 9737 Registered		
Kuwait	INTERNET.COM		42	58718	3/17/2003			Pending	
Latvia	INTERNET.COM		42	M-02-528	04/02/2002			Pending	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Latvia	ISPCON		16, 35, 41, 42	M-98-1177	06/11/1998	M45099	01/20/2000	Registered	
Lebanon	INTERNET.COM		16, 42	149941	7/ 3/1998	76264	7/ 3/1998	Registered	
Liechtenstein	ISPCON		16, 35, 41, 42	30/2976	06/16/1998	10845	11/11/1998	Registered	
Mexico	BROWSERWATCH		42	360583	1/19/1999	611168	1/19/1999	Registered	
Mexico	BROWSERWATCH		16	360575	1/19/1999	611163	5/27/1999	Registered	
Mexico	CWSAPPS		16	360576	1/19/1999	611164	1/19/1999	Registered	
Mexico	CWSAPPS		42	360584	1/19/1999	611169	1/19/1999	Registered	
Mexico	INTERNET STOCK REPORT		42	360586	1/19/1999	619433	1/19/1999	Registered	
Mexico	INTERNET STOCK REPORT		16	360578	1/19/1999	611166	1/19/1999	Registered	
Mexico	INTERNET.COM		42	309431	10/ 1/1997			Pending	
Mexico	INTERNET.COM		16	348469	9/28/1998	615267	9/28/1998	Registered	
Mexico	INTERNETNEWS		42	360585	1/19/1999	611170	1/19/1999	Registered	
Mexico	INTERNETNEWS		16	360577	1/19/1999	611165	5/27/1999	Registered	
Mexico	ISDEX		16	360579	1/19/1999	611167	1/19/1999	Registered	
Mexico	ISDEX		42	360587	1/19/1999	611171	1/19/1999	Registered	
Mexico	JUMBO		42	361638	1/27/1999	660928	6/27/2000	Registered	
Mexico	SEARCHENGINEWATCH		16	360580	1/19/1999	619892	1/19/1999	Registered	
Mexico	SEARCHENGINEWATCH		42	360588	1/19/1999	611172	1/19/1999	Registered	
Mexico	THECOUNTER		42	506869	9/13/2001	814807	11/26/2003	Registered	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Mexico	WALL STREET RESEARCH NET		42	418039	3/28/2000	662766	6/30/2000	Registered	
Mexico	WEB DEVELOPER		35	256457	3/ 7/1996	636267	3/ 7/1996	Registered	
Mexico	WEB DEVELOPER		16	256458	3/ 7/1996	608080	3/ 7/1996	Registered	
Mexico	WEB DEVELOPER		09	256459	3/ 7/1996	636268	3/ 7/1996	Registered	
Mexico	WEBREFERENCE.COM		42	360590	1/19/1999	678869	11/28/2000	Registered	
Mexico	WEBREFERENCE.COM		16	360582	1/19/1999	622678	1/19/1999	Registered	
Monaco	INTERNET.COM		16, 38, 42	19684	6/30/1998	98-19954	6/30/1999	Registered	
Monaco	INTERNET SHOPPER		16, 18, 35, 38, 41, 42	17777	1/21/1996	97/17692	01/17/1997	Registered	
Monaco	ISPCON		16, 35, 41, 42	19683	06/30/1998	98.19953	06/30/1998	Registered	
Monaco	PUSHWATCH		9, 16, 18, 38, 42	18368	05/16/1997	98/18272	05/16/1997	Registered	
Monaco	PUSHWORLD		16, 18, 35, 38, 41, 42	18367	05/16/1997	97/18271	05/16/1997	Registered	
Morocco	INTERNET.COM		16, 42	66597	6/30/1998	66597	6/30/1998	Registered	
New Zealand	DATAMATION		16	118577	2/16/1977	118577	1/23/1979	Registered	
New Zealand	INTERNET.COM (logo)		16	623531	9/19/2000	623531	9/19/2000	Registered	
New Zealand	INTERNET.COM (logo)		41	623532	9/19/2000	623532	9/19/2000	Registered	
New Zealand	INTERNET.COM (logo)		42	623533	9/19/2000	623533	9/19/2000	Registered	
New Zealand	INTERNETCOM and Design		42	268682	10/25/1996	268682	10/25/1996	Registered	
New Zealand	WEB DEVELOPER		25	252434	8/15/1995	252434	10/12/2000	Registered	
Norway	AFFILIATE SOLUTIONS		35, 36, 41, 42	2000.06792	06/14/2000	207805	04/05/2001	Registered	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Norway	CLICKZ		42	2000.11023	09/15/2000	212285	12/13/2001	Registered	
Norway	DEVX		35, 38, 42	2000/04873	4/26/2000	208840	6/7/2001	Registered	
Norway	INTERNET.COM (STYL & COLOUR)		16, 35, 41, 42	2000.11178	09/21/2000			Pending	
Norway	ISPCON		16, 35, 41, 42	1998.05303	06/19/1998	199849		Registered	
Norway	SEARCH ENGINE STRATEGIES		35, 36, 41, 42	2000.06791	06/14/2000	213599	03/14/2002	Registered	
Norway	SEARCH ENGINE STRATEGIES		35, 41	2002.03215	04/09/2002	224387		Registered	
Norway	THE COUNTER		9, 42	2001.11095	09/12/2001			Pending	
Norway	WEB DEVELOPER		16, 41	96/0985	2/14/1996	181640	5/ 1/1997	Registered	
Oman	INTERNET.COM		42	18137	6/27/1998	18137	8/11/2003	Registered	
Oman	INTERNET.COM		16	18136	6/27/1998	18136	5/31/2003	Registered	
Paraguay	WEB DEVELOPER		35	9618495	9/ 5/1996	197370	9/16/1997	Registered	
Paraguay	WEB DEVELOPER		16	9618400	9/ 5/1996	197366	9/16/1997	Registered	
Paraguay	WEB DEVELOPER		42	9618399	9/ 5/1996	197365	9/16/1997	Registered	
Peru	INTERNET.COM		16	65624	7/ 2/1998	70161	11/21/2000	Registered	
Peru	WEB DEVELOPER		16	18313	8/12/1996	32289	1/31/1996	Registered	
Peru	WEB DEVELOPER		35	18312	8/12/1996	11179	6/18/1997	Registered	
Peru	WEB DEVELOPER		09	18315	8/12/1996	31514	12/ 6/1996	Registered	
Philippines	INTERNET.COM		42	4-1998-06500	8/27/1998			Pending	
Philippines	WEB DEVELOPER		09	116783	1/ 6/1997			Published	
Philippines	WEB DEVELOPER		16	116784	1/ 6/1997			Published	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Philippines	WEB DEVELOPER		35	116785	1/ 6/1997			Pending	
Poland	INTERNET.COM		16, 42	Z-188632	06/24/1998			Pending	
Poland	ISPCON		16, 35, 41, 42	Z-188249	06/15/1998	131942	08/17/2001	Registered	
Portugal	THE INTERNET & IT NETWORK		38, 42	354919	04/05/2001			Pending	
Article XXVI. Romania 16, 42 39400 Registered							INTERNET.COM 52068 09/28/1998 09/28/1998		
Romania	ISPCON		16, 35, 41, 42	51861	09/09/1998	36764	09/09/1998	Registered	
Russian Federation	CLICKZ		42	2000723664	09/14/2000	216117	07/02/2002	Registered	
Russian Federation	INTERNET.COM		16, 42	98711025	6/25/1998			Pending	
Russian Federation	INTERNET.COM (Style & Color)		9, 16, 35, 36, 41, 42	2003712812	7/2/2003			Pending	
Russian Federation	INTERNET SHOPPER		16, 18, 35, 38, 41, 42	96715027	11/13/1996	165471	11/13/1996	Registered	
Russian Federation	ISPCON		16, 35, 41, 42	1998710260	06/15/1998	196924	06/15/1995	Registered	
Russian Federation	JUPITER EVENTS		35, 38, 41, 42	2002717834	09/06/2002	272480	07/27/2004	Registered	
Russian	JUPITERIMAGES				1/11/2005			Pending	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Federation									
Russian Federation	JUPITERMEDIA Registered		35, 41, 42	2002717832	09/06/2002	274408	09/01/2004		
Russian Federation	JUPITER RESEARCH		35, 41, 42	2002717833	09/06/2002			Pending	
Saudi Arabia	INTERNET.COM		16	45526	8/30/1998	654/72	10/30/2002	Registered	
Saudi Arabia	INTERNET.COM		42	45527	8/30/1998	652/39	10/20/2002	Registered	
Singapore	802.11 PLANET		41	T02/09836C	7/ 5/2002	T02/09836C	7/ 5/2002	Registered	
Singapore	DATAMATION		42	T00/21079D	12/ 6/2000	T00/21079D	6/ 7/2000	Registered	
Singapore	EARTHWEB		42	T97/04030I	4/ 7/1997	T97/04030I	4/ 7/1997	Registered	
Singapore	EARTHWEB		09	T99/07220H	7/14/1999	T9907220H	7/14/1999	Registered	
Singapore	JUPITER		16	T99/06758A	6/30/1999	T99/06758A	6/30/1999	Registered	
Singapore	JUPITER		36	T99/06760C	6/30/1999	T99/06760C	6/30/1999	Registered	
Singapore	JUPITER		35	T99/06759Z	6/30/1999	T99/06759Z	6/30/1999	Registered	
Singapore	JUPITER COMMUNICATIONS		36	T99/06757C	6/30/1999	T99/06757C	6/30/1999	Registered	
Singapore	JUPITER EVENTS in Chinese Characters		35	T03/18372J	11/14/2003	T03/18372J	5/14/2003	Registered	
Singapore	JUPITER EVENTS in Chinese Characters		41	T03/18373I	11/14/2003		5/14/2003	Registered	
Singapore	JUPITER EVENTS in Chinese Characters		42	T03/18374G	11/14/2003	T03/18374G	5/14/2003	Registered	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Singapore	JUPITER RESEARCH in Chinese Characters		35	T03/18375E	11/14/2003	T03/18375E	5/14/2003	Registered	
Singapore	JUPITER RESEARCH in Chinese Characters		41	T03/18376C	11/14/2003			Pending	
Singapore	JUPITER RESEARCH in Chinese Characters		42	T03/18377A	11/14/2003			Pending	
Singapore	SEARCH ENGINE STRATEGIES		41	T02/15919B	10/11/2002	T02/15919B	10/11/2002	Registered	
Singapore	THE LIST		42	T96/02439C	3/15/1996	T96/02439C	3/15/1996	Registered	
Singapore	THECOUNTER		41	T01/14605D	9/14/2001	T01/14605D	3/14/2001	Registered	
Singapore	WEB DEVELOPER		25	T95/11278G	11/22/1995	T95/11278G	11/22/1995	Registered	
Slovak Republic	INTERNET.COM (Style & Color)		42	0970-2002	4/8/2002			Pending	
Slovak Republic	ISPCON		16, 35, 41, 42	POZ1554-98	06/15/1998	191142	06/19/2000	Registered	
South Africa	INTERNET.COM		16	98/11096	6/29/1998			Pending	
South Africa	INTERNET.COM		42	98/11097	6/29/1998			Pending	
South Africa	INTERNET.COM (logo)		16	2000/18519	9/19/2000	2000/18519	9/19/2000	Registered	
South Africa	INTERNET.COM (logo)		41	2000/18520	9/19/2000			Published	
South Africa	INTERNET.COM (logo)		42	2000/18521	9/19/2000	2000/18521	9/19/2000	Registered	
South Africa	JUPITER		16	2000/09457	5/15/2000	2000/09457	5/15/2000	Registered	
South Africa	JUPITER		35	2000/09458	5/15/2000	2000/09458	5/15/2000	Registered	
South Africa	JUPITER		36	2000/09459	5/15/2000	2000/09459	5/15/2000	Registered	

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Schedule V

Trademarks

1. **Jupitermedia Corporation**

See attached.

2. **Dynamic Graphics, Inc.**

Trademark	**Reg. No. (App. No.)**	**Reg. Date (App. Date)**	**Country**
DYNAMIC GRAPHICS MAGAZINE	2,233,370	3/23/1999	U.S.
CREATAS	2,607,404	8/13/2002	U.S.
SBS DIGITAL DESIGN	2,617,877	9/10/2002	U.S.
IMAGEBLITZ	2,755,323	8/26/2003	U.S.
CREATASONLINE.COM	(78/420,695)	(5/18/2004)	U.S.
LIQUID LIBRARY	(76/465,424)	(11/7/2002)	U.S.
LIQUID TREAT	(78/503,060)	(10/20/2004)	U.S.
PHOTOSHOP FIX	(78/503,069)	(10/20/2004)	U.S.
STEP INSIDE DESIGN	2,919,396	1/18/2005	U.S.
DESKTOP ART	1,441,884	6/9/1987	U.S.
STEP BY STEP GRAPHICS	2,310,756	1/25/2000	U.S.
CREATAS	2301418	5/16/2002	U.K.

3. **JupiterImages Corporation**

None.

4. **PictureQuest Acquisition Company LLC**

None.

5. **Creatas, LLC**

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Country
PICTUREQUEST*	2,499,898	10/23/2001	U.S.
PHOTOIS	(76/414,375)	(5/29/2002)	U.S.
STEP	(76/414,376)	(9/28/2004)	U.S.
PICTUREQUEST*	2,497,936	10/16/2001	U.S.
PICTUREQUEST*	2,499,901	10/23/2001	U.S.
PICTUREQUEST*	2,499,899	10/23/2001	U.S.
PICTUREQUEST*	2,497,935	10/16/2001	U.S.
PICTUREQUEST*	2,499,897	10/23/2001	U.S.

*Registrations reflect a security interest granted from PictureQuest Acquisition Corp. LLC to MCG Capital Corporation on November 18, 1999, recorded on August 17, 2001 at reel/frame 2355/0735. This security interest should be released at the closing of the underlying transaction.

6. **PENDING APPLICATIONS OWNED BY JUPITERMEDIA BUT CURRENTLY IN THE NAME OF A PREDECESSOR IN INTEREST. (Pursuant to local trademark law, until the following applications mature to registration, change of name and assignment documents cannot be recorded against these trademarks to reflect Jupitermedia as the record owner.)**

Country	Mark	App. No.	App. Date	Status
Malaysia	INTERNET.COM	98/09264	8/ 7/1998	Pending (currently owned by Mecklermedia Corporation)

Malaysia	ISPCON	98/06506	5/28/1998	Pending (currently owned by Mecklermedia Corporation)
Malaysia	WEB DEVELOPER	95/13012	12/ 6/1995	Pending (currently owned by Mecklermedia Corporation)
Malaysia	WEB DEVELOPER	95/13013	12/ 6/1995	Pending (currently owned by Mecklermedia Corporation)
Malaysia	WEB DEVELOPER	96/07126	6/29/1996	Pending (currently owned by Mecklermedia Corporation)
Qatar	INTERNET.COM	19006	7/13/1998	Pending (currently owned by Internet.com Corporation)
Qatar	INTERNET.COM	19007	7/13/1998	Pending (currently owned by Internet.com Corporation)
U.A.E.	INTERNET.COM	27779	7/30/1998	Pending (currently owned by Mecklermedia Corporation)

7. **Jupitermedia Corporation owns an undivided interest in the following U.S. registrations:**

Mark	**Reg. No.**	**Reg. Date.**
ISPCON*	2,486,990	9/11/01
ISPCON*	2,350,845	5/16/00

*A security interest was granted to U.S. Bank National Association on March 28, 2002, listed at reel/frame 2484/0001, prior to Jupitermedia acquiring an interest in these registrations. Such security interest appears not to be released.

8. **Comstock Images, LLC**

Mark	**Reg. No.**	**Reg. Date.**
THE IDEA MACHINE (Stylized)	2,255,231	1/22/99
COMSTOCK KLIPS (and Design)	2,197,929	10/20/98
Design only (Computer Logo)	2,113,939	11/18/97
COMSTOCK	1,755,867	3/2/93

9. **MCG Finance Corporation IH**

None.

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
South Korea	JUPITERMEDIA		35, 41	2002-0019881	10/ 2/2002	0102996	7/ 9/2004	Registered	
South Korea	JUPITERWEB		42	41-2004-0014214	6/28/2004			Pending	
South Korea	NEWSLINX		42	99-12321	8/24/1999	65,729	1/10/2001	Registered	
South Korea	SWYNK.COM		42	99-14895	10/ 7/1999	65,414	12/20/2000	Registered	
South Korea	WEB DEVELOPER		106	5181/96	5/14/1996	39963	1/ 5/1998	Registered	
South Korea	WEB DEVELOPER		52	19707/96	5/14/1996	395154	2/12/1998	Registered	
South Korea	WEB DEVELOPER		112	5182/96	5/14/1996	39964	1/ 5/1998	Registered	
Spain	AFFILIATE SOLUTIONS		42	2324210	6/12/2000	2324210	6/5/2001	Registered	
Spain	ASPNEWS		35	2342971	9/8/2000	2342971	10/5/2001	Registered	
Spain	ASPNEWS		41	2341972	9/8/2000	2342972	3/2/2001	Registered	
Spain	ASPNEWS		42	2341973	9/8/2000	2342973	10/5/2001	Registered	
Spain	CLICKZ		42	2343875	9/14/2000			Pending	
Spain	INTERNET.COM		16	2170602	6/24/1998			Pending	
Spain	INTERNET.COM		42	2170603	6/24/1998			Pending	
Spain	INTERNET.COM		38	2208048	1/18/1999			Published	
Spain	WEB DEVELOPER		25	2012418	2/14/1996	2012418	2/14/1996	Registered	
Spain	WEB DEVELOPER		16	2012417	2/14/1996	2012417	2/14/1996	Registered	
Spain	WEBDEVELOPER.COM (Stylized)		41	2280554	12/29/1999	2280554	2/28/2002	Registered	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Spain	WEBDEVELOPER.COM (Stylized)		42	2280553	12/29/1999	2280553	2/28/2002	Registered	
Spain	WEBDEVELOPER.COM (Stylized)		35	2280555	12/29/1999			Published	
Sweden	AFFILIATE SOLUTIONS		35, 36, 41, 42	00-05196	7/4/2000	351687	1/18/2002	Pending	
Sweden	CLICKZ		42	00-07027	9/19/2000	352456	2/8/2002	Registered	
Sweden	CWSAPPS		16, 38, 42	99-00663	1/27/1999	340164	9/8/2000	Registered	
Sweden	INTERNET.COM (Style & Colour)		9, 35, 41, 42	00-07907	10/18/2000			Pending	
Sweden	INTERNETNEWS		16, 42	9900773	2/ 1/1999			Pending	
Sweden	ISPCON		16, 35, 41, 42	98-4674	06/11/1998	347237	07/06/2001	Registered	
Sweden	ISP PLANET		42	99-07303	10/ 8/1999	364356	12/5/2003	Registered	
Sweden	JUPITER		35, 41, 42	02-05055	8/9/2002			Pending	
Sweden	JUPITER EVENTS		35, 41, 42	02-05052	8/9/2002			Pending	
Sweden	JUPITERIMAGES		9, 38, 41, 42	2004-04615	7/5/2004			Pending	
Sweden	JUPITERMEDIA		35, 41, 42	02-05054	8/9/2002			Pending	
Sweden	JUPITER RESEARCH		35, 41, 42	02-05053	8/9/2002			Pending	
Sweden	JUPITERWEB		9, 41, 42	2004-04614	7/5/2004			Pending	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Sweden	PUSHWATCH		9, 16, 18, 38, 42	97-04681	05/16/1997	331297	05/21/1999	Registered	
Sweden	SEARCH ENGINE STRATEGIES		41	00-05197	7/4/2000	356219	6/14/2002	Registered	
Sweden	SEARCH ENGINE STRATEGIES		35, 41, 42	02-02722	4/12/2002	361193	5/23/2003	Registered	
Article XXVII. SEARCH ENGINE WATCH 01/13/1999 Pending							Sweden 16, 42 99-00252		
Sweden	SWYNK.COM		42	99-07302	10/ 8/1999	343417	12/22/2000	Registered	
Sweden	THECOUNTER		42	01-00491	1/23/2001			Pending	
Sweden	THE COUNTER		9, 42	01-5658	09/14/2001			Pending	
Sweden	THEGUESTBOOK		42	01-00490	1/23/2001			Pending	
Sweden	WEBOPAEDIA		16, 42	9809762	12/28/1998	340819	9/29/2000	Registered	
Switzerland	INTERNET.COM (STYL & COLOUR)		16, 38, 42	05105/1998	05/21/2001	500903	07/12/2002	Registered	
Switzerland	INT MEDIA GROUP		9, 16, 35, 36, 38, 41, 42	9466/2001	09/27/2001	499551	09/27/2001	Registered	
Switzerland	PUSHWATCH		9, 16, 18, 38, 41, 42	3614/1997	05/07/1997	451083	05/07/1997	Registered	
Switzerland	PUSHWORLD		9, 16, 18, 35, 38, 41, 42	3615/1997	05/07/1997	450819	04/17/1998	Registered	
Switzerland	THE COUNTER		9, 42	9467/2001	09/27/2001	512197	07/10/2003	Registered	
Taiwan	AFFILIATE SOLUTIONS		41	(89)039956	7/12/2000	138775	2/16/2001	Registered	
Taiwan	CLICKZ		41	89053783	9/16/2000	145985	7/16/2001	Registered	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Taiwan	HARDWARECENTRAL		42	89008206	2/17/2000	145217	7/ 1/2001	Registered	
Taiwan	JUPITER		35	91038515	9/13/2002	185311	8/16/2003	Registered	
Taiwan	JUPITER		41	91038516	9/13/2002	184880	8/ 1/2003	Registered	
Taiwan	JUPITER EVENTS		35	91038521	9/13/2002	186381	9/ 1/2003	Registered	
Taiwan	JUPITER EVENTS		41	91038522	9/13/2002	186544	9/ 1/2003	Registered	
Taiwan	JUPITER RESEARCH		35	91038519	9/13/2002	187000	9/16/2003	Registered	
Taiwan	JUPITER RESEARCH		41	91038520	9/13/2002	186543	9/ 1/2003	Registered	
Taiwan	JUPITERMEDIA		35	91038517	9/13/2002	186380	9/ 1/2003	Registered	
Taiwan	JUPITERMEDIA		41	91038518	9/13/2002	186542	9/ 1/2003	Registered	
Taiwan	MYDESKTOP		42	8908205	2/17/2000	145216	7/ 1/2001	Registered	
Taiwan	SHARKYEXTREME		41	(89)021284	4/18/2000	138741	2/16/2001	Registered	
Taiwan	WALL STREET RESEARCH NET		42	89015537	3/23/2000	152523	11/16/2001	Registered	
Taiwan	WEB DEVELOPER		35	8533221	7/ 5/1996	100143	5/15/1998	Registered	
Taiwan	WEB DEVELOPER		16	8533220	7/ 5/1996	781036	10/16/1997	Registered	
Taiwan	WEB DEVELOPER		41	8533219	7/ 5/1996	107793	3/16/1999	Registered	
Thailand	WEB DEVELOPER		16	317424	9/13/1996	Bor66955	9/13/1996	Registered	
Tunisia	WEBREFERENCE.COM		42	970947	6/18/1997	970947	6/18/1997	Registered	

Article XXVIII.
INTERNET.COM

Turkey
9, 16 98009956

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
	07/22/1998 07/22/1998						98009956 Registered		
Turkey	INTERNET.COM (STYL & COLOUR)		9, 16, 35, 38, 41, 42	2004/034405	10/20/2001			Pending	
Turkey	INTERNET SHOPPER		16	96/107026	09/01/1996			Pending	
Article XXIX. SHOPPER	Turkey 35, 41 11/15/1996 Registered						INTERNET 96/17024 192585 11/15/1996		
Article XXX.	Turkey 9, 16 12/31/1998 Registered						INTERNET SHOPPER 98/019253 208869 12/31/1998		
Article XXXI. SHOPPER	Turkey 9, 16 08/18/1999 09/18/1999						INTERNET 99/013560 99031560 Registered		
Article XXXII. SHOPPER	42 12/13/1998 Registered						Turkey INTERNET 98/19252 203253 12/13/1998		

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Turkey	ISPCON		35, 41, 42	98/9718	07/17/1998	201131	07/17/1998	Registered	

Article XXXIII.
16
07/22/1998
Registered

Turkey ISPCON
1998/9957
198372 07/22/1998

Article XXXIV.
PUSHWATCH
97/04650
04/02/1997

Turkey
38 and 42
04/02/1997 183054
Registered

Article XXXV.
PUSHWATCH
04/02/1997
Registered

Turkey
9, 16 97/004649
183698 04/02/1997

Article XXXVI.
PUSHWORLD
97/04149
03/27/1997

Turkey
35, 38, 41, 42
03/27/1997 183421
Registered

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Article XXXVII.	PUSHWORLD 97/004148 03/27/1997						Turkey 9, 16, 18 03/27/1997	183282 Registered	
Ukraine	INTERNET.COM		16, 42	98062469	6/24/1998	32798	6/24/1998	Registered	
United Arab Emirates	THE LIST		42	31833	6/14/1999	34135	10/26/2002	Registered	
United Arab Emirates	WEB DEVELOPER		16	18057	8/26/1996	16454	7/ 8/1998	Registered	
United Arab Emirates	WEB DEVELOPER		42	31834	6/14/1999	24062	3/ 7/2000	Registered	
United Kingdom	BOTSPOT		16, 42	2204254	7/28/1999	2204254	9/15/2000	Registered	
United Kingdom	BROWSERWATCH		16, 42	2183960	12/ 8/1998	2183960	12/ 8/1998	Registered	
United Kingdom	CLICKZ		35, 41, 42	2245420	9/13/2000	2245420	8/17/2001	Registered	
United Kingdom	COMSTOCK IMAGES		9, 38, 41, 42	2370195	8/6/2004			Pending	
United Kingdom	CWSAPPS		16, 42	2183975	8/12/1998	2183975	1/28/2000	Registered	
United Kingdom	CYBERATLAS		16, 42	2196181	4/30/1999	2196181	9/29/2000	Registered	
United Kingdom	DOMAIN NOTES		42	2218079	12/22/1999	2219079	1/12/2001	Registered	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Article XXXVIII. (STYLIZED) 16 2032842 Registered							United FIRSTEDIT 2032842 09/07/1995 11/29/1996		
Kingdom									
United Kingdom	INTERNET NEWS		35, 38, 42	2346441	10/21/2003			Pending	
United Kingdom	INTERNETNEWS.COM		42	2296771	4/2/2002			Pending	
United Kingdom	INTERNET.COM (Stylised)		9, 16, 35, 38, 41, 42	2374305	9/28/2004			Pending	
United Kingdom	INTERNET STOCK REPORT (...)		16, 42	2208446	9/13/1999	2208446	12/8/2000	Registered	
Section 38.01 United Registered			IWORLD16, 18, 35, 38, 41, 42	296988	06/11/1996	296988	03/29/1999		
Kingdom									
United Kingdom	JUMBO.COM		16, 42	2181957	11/12/1998	2181957	11/12/1998	Registered	
United Kingdom	JUPITER		35	2161167	3/17/1998	2161167	10/15/1999	Registered	
United Kingdom	JUPITERIMAGES		9, 38, 41, 42	2366297	6/21/2004			Pending	
United	JUPITERMEDIA		9, 16, 35, 38, 41, 42	2366294	6/21/2004			Pending	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
Kingdom									
United Kingdom	JUPITERWEB		9, 41, 42	2366303	6/21/2004			Pending	
United Kingdom	NANOBUSINESS		35, 41, 42	2300399	5/13/2002	2300399	6/20/2003	Registered	
United Kingdom	PCWEBOPAEDIA		38, 42	2162005	3/24/1998	2162005	3/24/1998	Registered	
United Kingdom	PUSHWATCH		9, 16, 18, 38, 42	2124592	2/21/1997	2124592	8/22/1997	Registered	
United Kingdom	PUSHWORLD		9, 16, 18, 35, 38, 41, 42	2124590	02/21/1997	2124590	09/19/1997	Registered	
United Kingdom	REFER-IT		16, 42	2196178	4/30/1998	2196178	4/30/1998	Registered	
United Kingdom	RIGHTSPROTECTEDIMAGES.COM>.		9, 42	2381487	1/5/2005			Pending	
United Kingdom	SEARCH ENGINE WATCH		35, 41, 42	2212220	10/22/1999	2212220	2/16/2001	Registered	
United Kingdom	SEARCH ENGINE STRATEGIES			2380924	12/21/2004			Pending	
United Kingdom	SEARCHENGINEWATCH		16, 42	2183970	12/ 8/1998	2183970	4/5/2002	Registered	
United Kingdom	SWYNK.COM		16, 42	2204252	7/28/1999	2204252	5/12/2000	Registered	

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
United Kingdom	THE IDEA MACHINE (STYLIZED)		9, 16, 42	2130614	04/23/1997	2130614	04/23/1998	Registered	
United Kingdom	THE INTERNET INDUSTRY PORTAL		38 42	2226754	3/22/2000	2226754	10/27/2000	Registered	
United Kingdom	THINKSTOCK		9, 38, 41, 42	2370027	8/5/2004			Pending	
United Kingdom	THINKSTOCK FOOTAGE		9, 38, 41, 42	2370029	8/5/2004			Pending	
United Kingdom	THINKSTOCK IMAGES		9, 38, 41, 42	2370028	8/5/2004			Pending	
United Kingdom	WDVL		16, 42	2196205	4/30/1999	2196205	4/30/1999	Registered	
United Kingdom	WEBOPEDIA		38, 42	2161995	3/24/1998	2161995	3/24/1998	Registered	
United Kingdom	WEBOPEDIA		35, 41, 42	2212240	10/22/1999	2212240	10/11/2002	Registered	
United Kingdom	WI FI PLANET		35, 41, 42	2349141	11/18/2003			Pending	
United Kingdom	WI FI PLANET & Device		35, 38, 42	2349139	11/18/2003			Pending	
United States	@TRAVEL		35	75/812,881	10/ 1/1999	2,486,782	9/11/2001	Registered	1/ 1/1997
United States	15SECONDS		42	75/698,571	5/ 4/1999	2,408,002	11/28/2000	Registered	5/19/199
United States	AD RESOURCE		42	75/683,763	4/16/1999	2,394,435	10/10/2000	Registered	12/12/19
United States	AFFILIATE SOLUTIONS		41	75/905,814	1/28/2000	2,539,146	2/19/2002	Registered	3/26/199

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
United States	ALERT IPO and Design		42	76/139,080	10/ 2/2000	2,728,565	6/24/2003	Registered	8/31/199
United States	ALLNETDEVICES		42	75/683,762	4/16/1999	2,722,943	6/10/2003	Registered	2/16/199
United States	ARTTODAY		35	75/089,134	4/ 4/1996	2,098,898	9/23/1997	Registered	1/31/199
United States	ASP 101		42	76/192,620	1/10/2001	2,573,287	5/28/2002	Registered	7/22/199
United States	ASP NEWS		42	76/073,217	6/19/2000	2,537,466	2/ 5/2002	Registered	10/15/19
United States	ATNEWYORK		42	75/732,307	6/18/1999	2,601,652	7/30/2002	Registered	10/30/19
United States	BROWSERWATCH		42	75/122,907	6/20/1996	2,083,643	7/29/1997	Registered	4/17/199
United States	CAMBRIDGE INFORMATION NETWORK		35, 42	75/211,253	12/10/1996	2,338,953	4/ 4/2000	Registered	8/31/199
United States	CDXPO.COM		35, 41	76/499,853	3/24/2003	2,816,641	2/24/2004	Registered	2/ 4/2003
United States	CIN		35, 42	75/210,977	12/10/1996	2,540,678	2/19/2002	Registered	8/ 1/1996
United States	CLICKZ		42	76/131,490	9/20/2000	2,581,254	6/18/2002	Registered	5/ 1/1997
United States	CLICKZ		35	75/527,546	7/27/1998	2,378,536	8/22/2000	Registered	5/ 1/1998
United States	CLICKZ		35, 41	76/131,489	9/20/2000	2,590,771	7/ 9/2002	Registered	5/ 1/1998
United States	COMSTOCK					1,755,867	3/2/1993	Registered	
United States	COMSTOCK KLIPS and Design					2,197,929	10/20/98	Registered	
United States	CONSOLE WIRE		42	76/154,486	10/26/2000	2,531,770	1/22/2002	Registered	9/ 1/2000
United States	COOLCENTRAL		42	75/683,761	4/16/1999	2,395,147	10/17/2000	Registered	1/21/199
United States	CREATIVE POWER IN MOTION		35, 42	76/612,029	9/20/2004			Pending	9/ 1/2003
United States	CWSAPPS		42	75/237,478	2/ 6/1997	2,137,153	2/17/1998	Registered	10/ 1/199

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
United States	CYBERATLAS		42	75/648,824	2/26/1999	2,416,908	1/ 2/2001	Registered	2/ 1/1996
United States	DATAMATION		16	72/079,534	8/13/1959	699,025	6/ 7/1960	Registered	10/25/19:
United States	DATAMATION		38, 42	76/065,135	6/ 7/2000	2,667,728	12/31/2002	Registered	2/28/199:
United States	DBASUPPORT		41	76/169,796	11/21/2000	2,671,108	1/ 7/2003	Registered	10/11/19
United States	Design Only (Computer Logo)					2,113,939	11/18/1997	Registered	
United States	DEVELOPER DIRECT		35	75/516,659	7/10/1998	2,291,715	11/ 9/1999	Registered	12/ 8/199
United States	DEVELOPER.COM		35, 42	75/189,656	10/29/1996	2,215,560	12/29/1998	Registered	2/28/199
United States	DEVELOPER.COM and Design		35, 42	75/469,476	4/17/1998	2,339,808	4/11/2000	Registered	12/ 8/199
United States	DEVSEARCH		42			2,210,911	12/15/1998	Registered	
United States	DEVX		35, 38, 42	75/834,305	10/27/1999	2,373,062	8/ 1/2000	Registered	7/25/199
United States	DIGITAL KIDS		16	75/467,925	4/14/1998	2,240,794	4/20/1999	Registered	8/ 1/1994
United States	DIGITAL STUDIO		16, 42	75/419,297	1/16/1998	2,299,076	12/ 7/1999	Registered	12/15/19
United States	DOMAIN NOTES		42	75/905,815	1/28/2000	2,560,564	4/ 9/2002	Registered	11/10/19
United States	DOMAINBOOK.COM		42	76/192,526	1/10/2001	2,609,058	8/20/2002	Registered	11/ 1/199
United States	DOT Logo		16, 35, 36, 42	76/191,625	1/ 8/2001	2,594,051	7/16/2002	Registered	9/20/200
United States	DR. WEBSITE		42	75/357,560	9/16/1997	2,315,286	2/ 8/2000	Registered	7/31/199:
United States	DR. WEBSITE		16	75/978,975	9/16/1997	2,430,582	2/20/2001	Registered	6/ 1/1995
United States	DRM WATCH and Design		41	76/563,737	11/24/2003			Suspended	10/11/20
United States	EARTHWEB		09	74/554,910	7/29/1994	2,114,419	11/18/1997	Registered	1/31/199

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United States	EARTHWEB		35, 42	74/554,908	7/29/1994	2,146,575	3/24/1998	Registered	4/30/199
United States	ECOMMERCE-GUIDE.COM and Design		42	76/118,251	8/28/2000	2,561,399	4/16/2002	Registered	11/15/19
United States	ECRMGUIDE		42	76/231,949	3/28/2001	2,745,910	8/ 5/2003	Registered	2/27/200
United States	FANG Logo (Miscellaneous Design)		35, 42	75/078,896	3/26/1996	2,094,440	9/ 9/1997	Registered	7/31/199
United States	FRESH. FAST. ROYALTY-FREE.		35, 38, 42	76/608,331	8/23/2004			Pending	3/ 1/2002
United States	GLOBAL INTELLIGENCE FOR THE INTERNET INVESTOR		42	76/123,901	9/ 7/2000	2,492,462	9/25/2001	Registered	8/ 5/2000
United States	HARDWARECENTRAL		42	75/814,072	10/ 4/1999	2,410,443	12/ 5/2000	Registered	3/ 1/1998
United States	HOTWATCH		42	75/676,348	4/ 7/1999	2,329,379	3/14/2000	Registered	12/ 1/199
United States	HUMAN ISSUES	ITU	9, 16, 35, 38	76/026,937	4/17/2000			Notice of Allowance	
United States	INB		42	75/837,511	11/ 1/1999	2,698,121	3/18/2003	Registered	10/23/19
United States	INTERNET BUSINESS REPORT		16	75/628,099	1/22/1999	2,319,060	2/15/2000	Registered	9/ 6/1993
United States	INTERNET INVESTING		42	75/782,568	8/25/1999	2,493,647	9/25/2001	Registered	10/ 3/199
United States	INTERNET NEWS BUREAU		42	75/837,512	11/ 1/1999	2,489,596	9/11/2001	Registered	10/23/19
United States	INTERNET PR GUIDE		42	76/148,429	10/17/2000	2,531,002	1/15/2002	Registered	10/ 4/200
United States	INTERNET PRODUCT WATCH		42	75/406,265	12/16/1997	2,268,430	8/10/1999	Registered	4/30/199

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
United States	INTERNET PRODUCT WATCH & Design		42	75/590,711	11/18/1998	2,399,091	10/31/2000	Registered	1/10/199
United States	INTERNET SHOPPER		42	75/061,899	2/20/1996	2,157,819	5/12/1998	Registered	1/ 4/1996
United States	INTERNET SHOPPER	ITU	42	75/023,562	11/22/1995	2,250,701	6/ 8/1999	Registered	1/ 4/1996
United States	INTERNET STOCK INDEX		42	75/586,163	11/10/1998	2,365,419	7/ 4/2000	Registered	4/30/199
United States	INTERNET STOCK REPORT		42	75/239,721	2/ 6/1997	2,170,555	6/30/1998	Registered	4/ 9/1996
United States	INTERNET.COM		42	75/307,980	6/12/1997	2,508,307	11/20/2001	Registered	2/17/199
United States	INTERNET.COM		41	75/307,981	6/12/1997	2,551,407	3/26/2002	Registered	2/29/199
United States	INTERNET.COM		35	75/307,982	6/12/1997	2,551,408	3/26/2002	Registered	2/29/199
United States	INTERNET.COM		25	75/307,983	6/12/1997	2,409,000	11/28/2000	Registered	5/31/199
United States	INTERNET.COM		09	75/307,599	6/12/1997	2,508,306	11/20/2001	Registered	2/17/199
United States	INTERNET.COM		16	75/403,807	12/11/1997	2,551,419	3/26/2002	Registered	2/29/199
United States	INTERNET.COM		42	75/979,998	5/29/1996	2,483,763	8/28/2001	Registered	2/17/199
United States	INTERNET.COM		16	75/114,681	5/29/1996	2,594,468	7/16/2002	Registered	2/29/199
United States	INTERNET.COM (logo)	ITU	16	76/137,557	9/28/2000	2,800,734	12/30/2003	Registered	2/28/199
United States	INTERNETNEWS		42	75/237,497	2/ 6/1997	2,235,465	3/23/1999	Registered	3/10/199
United States	INTERNETNEWS.COM		42	75/274,748	4/15/1997	2,367,161	7/11/2000	Registered	3/10/199
United States	INTERNETSTOCKLIST		42	75/698,328	5/ 5/1999	2,388,884	9/19/2000	Registered	3/24/199
United States	INTERNETSTOCKTRACKER		42	75/698,329	5/ 5/1999	2,384,356	9/ 5/2000	Registered	4/13/199
United States	INTRANET DESIGN MAGAZINE		42	75/586,544	11/10/1998	2,350,995	5/16/2000	Registered	6/30/199

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United States	ISDEX		42	75/139,945	7/25/1996	2,069,857	6/10/1997	Registered	5/31/199
United States	ISP PLANET		42	75/732,312	6/18/1999	2,397,439	10/24/2000	Registered	5/20/199
United States	ISP-LISTS		42	75/732,309	6/18/1999	2,371,871	7/25/2000	Registered	4/ 1/1996
United States	JUMBO!		42	75/591,721	11/19/1998	2,519,029	12/18/2001	Registered	5/15/199
United States	JUMBO!		35, 42	74/719,926	8/24/1995	2,011,728	10/29/1996	Registered	7/17/199
United States	JUP		16, 35, 36, 42	76/046,085	5/11/2000	2,529,290	1/15/2002	Registered	1/ 1/2000
United States	JUP.COM		16, 35, 36, 42	76/046,177	5/11/2000	2,529,295	1/15/2002	Registered	8/17/199
United States	JUPDATA		35, 42	76/046,097	5/11/2000	2,529,292	1/15/2002	Registered	1/ 1/2000
United States	JUPITER		42	75/397,236	11/28/1997	2,220,399	1/26/1999	Registered	11/ 1/198
United States	JUPITER		16	75/397,237	11/28/1997	2,227,942	3/ 2/1999	Registered	11/ 1/198
United States	JUPITER		35	75/397,248	11/28/1997	2,220,400	1/26/1999	Registered	11/ 1/198
United States	JUPITER		35, 42	74/671,013	5/ 8/1995	2,157,968	5/19/1998	Registered	11/ 1/198
United States	JUPITER COMMUNICATIONS		16	75/307,127	6/11/1997	2,227,357	3/ 2/1999	Registered	11/ 1/198
United States	JUPITER COMMUNICATIONS		35	75/307,128	6/11/1997	2,193,452	10/ 6/1998	Registered	11/ 1/198
United States	JUPITER COMMUNICATIONS		42	75/307,129	6/11/1997	2,221,253	2/ 2/1999	Registered	11/ 1/198
United States	JUPITER CONSUMER ONLINE FORUM		35	75/812,882	10/ 1/1999	2,521,661	12/25/2001	Registered	1/ 1/1992
United States	JUPITER DIAMOND LOGO		16, 35, 36, 42	76/046,086	5/11/2000	2,529,291	1/15/2002	Registered	1/ 1/2000

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United States	JUPITER ONLINE ADVERTISING FORUM		35	75/812,879	10/ 1/1999	2,495,494	10/ 9/2001	Registered	1/ 1/1996
United States	JUPITER RESEARCH		16, 35, 36, 42	76/046,083	5/11/2000	2,529,289	1/15/2002	Registered	1/ 1/2000
United States	JUPITER SHOPPING FORUM		35	75/812,878	10/ 1/1999	2,497,610	10/16/2001	Registered	1/ 1/1998
United States	JUPITERDIRECT		35	76/466,316	11/13/2002	2,864,235	7/20/2004	Registered	9/12/200
United States	JUPITEREVENTS		35, 41	76/462,091	10/28/2002	2,857,347	6/29/2004	Registered	9/ 4/2002
United States	JUPITERIMAGES		38, 42	76/595,363	6/ 3/2004			Pending	2/26/200
United States and	JUPITERMEDIA 9/ 4/2002		35, 41, 42	76/462,090	10/28/2002			Published opposed	
United States	JUPITERRESEARCH		09, 16, 35	76/466,324	11/13/2002	2,831,449	4/13/2004	Registered	9/ 4/2002
United States	JUPITERVIEW		35	76/046,080	5/11/2000	2,529,288	1/15/2002	Registered	1/ 1/2000
United States	JUPITERWEB		42	76/595,362	6/ 3/2004			Pending	1/ 7/2004
United States	JUPITERWEBCASTS		41, 42	76/597,144	6/14/2004			Pending	10/31/20
United States	JUPITERWEBEVENTS		41, 42	76/597,145	6/14/2004			Pending	10/16/20
United States	JUPITERWEBINARS		41, 42	76/597,143	6/14/2004			Pending	10/31/20
United States	JUPMAIL		35	76/046,099	5/11/2000	2,529,294	1/15/2002	Registered	1/ 1/2000
United States	JUPTAKE		35	76/046,098	5/11/2000	2,529,293	1/15/2002	Registered	1/ 1/1999
United States	JUPTEL		35	76/046,076	5/11/2000	2,529,287	1/15/2002	Registered	1/ 1/1998
United States	JUSTSMIL		42	75/698,569	5/ 4/1999	2,718,322	5/27/2003	Registered	5/31/199
United States	M-COMMERCE TIMES		42	76/178,705	12/11/2000	2,648,308	11/12/2002	Registered	4/11/200

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United States	MUTUAL FUNDS CENTRAL		42	76/148,427	10/17/2000	2,509,574	11/20/2001	Registered	10/ 4/200
United States	MYDESKTOP		42	75/814,069	10/ 4/1999	2,410,440	12/ 5/2000	Registered	11/ 1/199
United States	NANOELECTRONICS PLANET		35, 41	76/462,089	10/28/2002	2,864,216	7/20/2004	Registered	9/17/200
United States	NANOELECTRONICS PLANET.COM		41	76/462,575	10/29/2002	2,864,220	7/20/2004	Registered	9/17/200
United States	NEW MEDIA (Stylized)		42	76/302,497	8/21/2001	2,573,580	5/28/2002	Registered	12/31/19
United States	NEWSLINX		42	75/648,875	2/26/1999	2,787,682	11/25/2003	Registered	2/ 1/1996
United States	ONLINE INTELLIGENCE		16	75/822,470	10/14/1999	2,545,787	3/12/2002	Registered	6/ 1/1998
United States	ONLINE INTELLIGENCE		35	75/822,468	10/14/1999	2,562,838	4/23/2002	Registered	6/ 1/1998
United States	ONLINE INTELLIGENCE		36	75/822,469	10/14/1999	2,603,372	8/ 6/2002	Registered	6/ 1/1998
United States	PAY ONCE. USE FOREVER. ENDLESS CHOICES.		35, 42	76/612,028	9/20/2004			Pending	9/ 1/2003
United States	PCWEBOPAEDIA		42	75/539,687	8/20/1998	2,337,577	4/ 4/2000	Registered	10/ 1/199
United States	PLUG.IN		35	76/046,087	5/11/2000	2,479,621	8/21/2001	Registered	7/31/199
United States	PRACTICALLY NETWORKED		42	76/148,430	10/17/2000	2,509,575	11/20/2001	Registered	7/10/200
United States	PROJECT COOL		42	78/595,325					Pending
United States	REFER-IT		42	75/567,192	10/ 9/1998	2,320,811	2/22/2000	Registered	12/ 1/199
United States	SCRIPTSEARCH		42	75/732,311	6/18/1999	2,409,607	11/28/2000	Registered	4/ 1/1997
United States	SEARCH ENGINE		41	75/905,816	1/28/2000	2,514,183	12/ 4/2001	Registered	11/18/19

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Jurisdiction	Mark	ITU	Classes	Appln. No.	Appln. Dt.	Reg. No.	Reg. Dt.	Status	First Us
	STRATEGIES								
United States	SEARCHENGINEWATCH		42	75/417,525	1/13/1998	2,253,037	6/15/1999	Registered	6/30/199
United States	SERVERWATCH		42	75/520,292	7/16/1998	2,353,211	5/30/2000	Registered	7/ 1/1996
United States	SHARKYEXTREME		42	76/045,871	5/11/2000	2,495,898	10/ 9/2001	Registered	8/12/199
United States	SILICONALLEYJOBS.COM		36	75/719,927	6/ 3/1999			Suspended	4/14/199
United States	SPS		36	75/446,638	3/ 9/1998	2,266,657	8/ 3/1999	Registered	8/ 1/1996
United States	SPS		16	75/446,637	3/ 9/1998	2,266,656	8/ 3/1999	Registered	8/ 1/1996
United States	SPS		35	75/446,646	3/ 9/1998	2,266,658	8/ 3/1999	Registered	8/ 1/1996
United States	SQLCOURSE.COM		42	75/818,743	10/ 8/1999	2,641,180	10/22/2002	Registered	5/25/199
United States	STRATEGIC PLANNING SERVICES		16	75/801,197	9/15/1999	2,434,384	3/ 6/2001	Registered	8/ 1/1996
United States	STRATEGIC PLANNING SERVICES		35	75/801,196	9/15/1999	2,434,383	3/ 6/2001	Registered	8/ 1/1996
United States	STRATEGIC PLANNING SERVICES		36	75/801,195	9/15/1999	2,434,382	3/ 6/2001	Registered	8/ 1/1996
United States	STRATEGIC PLANNING SERVICES		42	75/801,193	9/15/1999	2,434,381	3/ 6/2001	Registered	8/ 1/1996
United States	STREAMING MEDIA WORLD		42	75/640,149	2/12/1999	2,328,968	3/14/2000	Registered	1/19/199
United States	SWYNK.COM		42	75/732,310	6/18/1999	2,343,541	4/18/2000	Registered	3/1/1997
United States	THE INTERNET AND IT NETWORK		42	76/232,145	3/28/2001	2,641,289	10/22/2002	Registered	3/ 8/2001
United States	THE INTERNET STOCK		16	75/520,290	7/16/1998	2,358,801	6/13/2000	Registered	6/ 1/1999

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	INDEX								
United States	THE LIST		42	75/061,901	2/20/1996	2,100,493	9/23/1997	Registered	9/ 1/1995
United States	THE ONE STOP INTERNET STOCK INFORMATION NETWORK		42	75/868,018	12/10/1999	2,526,664	1/ 8/2002	Registered	11/12/19
United States	THE SEARCH ENGINE THAT PAYS		42	75/571,550	10/16/1998	2,354,699	6/ 6/2000	Registered	3/ 1/1998
United States	THE WORLDWIDE AUTHORITY ON INTERNET COMMERCE		42	75/826,707	10/19/1999	2,622,742	9/24/2002	Registered	9/ 1/1998
United States	THE WORLDWIDE AUTHORITY ON INTERNET COMMERCE		35	75/826,705	10/19/1999	2,720,275	6/ 3/2003	Registered	9/ 1/1998
United States	THE WORLDWIDE AUTHORITY ON INTERNET COMMERCE		36	75/826,706	10/19/1999	2,528,975	1/15/2002	Registered	9/ 1/1998
United States	THE XML FILES		42	75/520,289	7/16/1998	2,499,303	10/23/2001	Registered	5/11/199
United States	THECOUNTER		42	76/224,606	3/14/2001	2,596,330	7/16/2002	Registered	12/23/19
United States	THE IDEA MACHINE (Stylized)					2,225,231	1/22/1999	Registered	
United States	THIN PLANET		35, 41	75/670,764	3/31/1999	2,598,405	7/23/2002	Registered	10/31/19
United States	THINKSTOCK	ITU	9, 16, 35, 38, 42	76/026,936	4/17/2000			Notice of Allowance	
United States	UNCOMMON IMAGERY FOR INTELLIGENT DESIGN		35, 38, 42	76/608,330	8/23/2004			Pending	6/ 1/2000
United States	VIRTUALDR		42	75/814,073	10/ 4/1999	2,410,444	12/ 5/2000	Registered	10/ 1/199

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United States	WDVL		42	75/586,164	11/10/1998	2,337,789	4/ 4/2000	Registered	12/31/19
United States	WEB DEVELOPER		42	75/013,986	11/ 2/1995	2,078,518	7/15/1997	Registered	6/ 6/1995
United States	WEBDEVELOPER.COM		42	75/391,638	11/17/1997	2,486,456	9/11/2001	Registered	5/14/199
United States	WEBDEVELOPER.COM		16	75/978,479	11/17/1997	2,458,667	6/ 5/2001	Registered	5/ 1/1997
United States	WEBOPAEDIA		42	75/539,686	8/20/1998	2,337,576	4/ 4/2000	Registered	10/ 1/199
United States	WEBREFERENCE.COM		42	75/417,526	1/13/1998	2,263,819	7/20/1999	Registered	12/12/19
United States	WEBSERVER COMPARE		42	75/586,601	11/10/1998	2,466,741	7/ 3/2001	Registered	5/31/199
United States	WINDRIVERS		41	76/169,797	11/21/2000	2,645,237	11/ 5/2002	Registered	4/20/199
United States	WINPLANET		42	75/814,071	10/ 4/1999	2,410,442	12/ 5/2000	Registered	8/ 1/1997
United States	WIRELESS ONE		42	76/163,938	11/ 8/2000			Suspended	
United States	WIRELESSADWATCH		42	76/231,930	3/28/2001	2,515,224	12/ 4/2001	Registered	3/14/200
United States	XML 101		42	76/192,527	1/10/2001	2,534,045	1/29/2002	Registered	2/10/199
Uruguay	INTERNET.COM		16, 42	305082	6/29/1998	305082	6/ 4/2002	Registered	
Uruguay	WEB DEVELOPER		09, 16, 35	287952	6/26/1996	287952	9/ 4/2000	Registered	
Venezuela	INTERNET.COM		16	13272/98	7/15/1998			Published	
Venezuela	INTERNET.COM		42	20003/99	11/18/1999			Published	
Venezuela	INTERNETCOM		42	18979-96	11/ 7/1996	14.657-S	10/31/1997	Registered	
Venezuela	THE LIST		09	2258/96	2/22/1996	197.440-P	5/ 9/1997	Registered	
Venezuela	THE LIST		42	2257/96	2/22/1996	5.692-P	5/ 9/1997	Registered	
Venezuela	WEB DEVELOPER		16	2249/96	2/22/1996	197.437-P	5/ 9/1997	Registered	

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Venezuela	WEB DEVELOPER		09	2250/96	2/22/1996	197.438-P	5/ 9/1997	Registered	
West Bank	INTERNET.COM		16		6/27/1998			Pending	
West Bank	INTERNET.COM		42		6/27/1998			Pending	
Yemen (Arab Republic)	INTERNET.COM		42	12621	7/14/1998	10752	9/21/1999	Registered	
Yemen (Arab Republic)	INTERNET.COM		16	12622	7/14/1998	10753	9/21/1999	Registered	

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