TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jupitermedia Corporation		07/18/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2411314	JGURU
Registration Number:	2559320	JGURU
Registration Number:	2530255	JGURU
Registration Number:	2532742	
Registration Number:	2532741	
Registration Number:	2532740	
Registration Number:	2534671	
Serial Number:	78595325	PROJECT COOL
Serial Number:	78698618	IMAGEEXPRESS
Serial Number:	78701677	PHOTOOBJECTS.NET
Serial Number:	78701749	PICTUREQUEST
Serial Number:	78701734	THINKSTOCK FOOTAGE
Serial Number:	78701713	THINKSTOCK IMAGES

OP $340.00 2411314

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-2254
Email: ksolomon@stblaw.com
Correspondent Name: Robyn Rahbar, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Robyn Rahbar
Signature:	/rr/
Date:	09/15/2005

Total Attachments: 6
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of July 18, 2005 is made by Jupitermedia Corporation, a Delaware corporation, located at 23 Old Kings Highway South, Darien, Connecticut 06820 (the "Borrower"), in favor of JPMorgan Chase Bank, N.A., a national banking association; located at 277 Park Avenue, 16th Floor, New York, New York 10172, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Amended and Restated Credit Agreement, dated as of July 18, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered an Amended and Restated Security Agreement, dated as of July 18, 2005, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and

interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

JUPITERMEDIA CORPORATION

By: Christopher Carden
Name: Christopher S. Carden
Title: President & COO

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By:_____
Name:
Title:

interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

JUPITERMEDIA CORPORATION

By:_____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By:_____
Name: Anthony Galea
Title: Associate

ACKNOWLEDGMENT OF THE BORROWER

STATE OF Connecticut)
) ss
COUNTY OF Fairfield)

On the 7th day of ~~August~~ September, 2005, before me personally came Christopher Cordell who is personally known to me to be the President of Jupitermedia Corporation, a Delaware corporation; who, being duly sworn, did depose and say that ~~she~~/he is the President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

PATRICIA BROWN
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2009

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) ss
COUNTY OF New York)

On the 31st day of August, 2005, before me personally came Anthony Galea, who is personally known to me to be the Associate of JPMorgan Chase Bank, N.A., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Associate in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Renee M. Vargas

Notary Public

RENEE M. VARGAS
NOTARY PUBLIC, STATE OF NEW YORK
No. 01VA6080128
QUALIFIED IN KINGS COUNTY
MY COMMISSION EXPIRES SE... 9, 2006

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Reg. No. (App. No.)	Reg. Date (Filing Date)
JGURU	2,411,314	12/5/00
JGURU	2,559,320	4/9/02
JGURU	2,530,255	1/15/02
LOGO (Face)	2,532,742	1/29/02
LOGO (Face)	2,532,741	1/29/02
LOGO (Face)	2,532,740	1/29/02
LOGO (Face)	2,534,671	1/29/02
PROJECT COOL	(78/595,325)	(3/25/05)
IMAGEEXPRESS	(78/698,618)	(8/23/05)
PHOTOOBJECTS.NET	(78/701,677)	(8/26/05)
PICTUREQUEST	(78/701,749)	(8/26/05)
THINKSTOCK FOOTAGE	(78/701,734)	(8/26/05)
THINKSTOCK IMAGES	(78/701,713)	(8/26/05)