

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT																																										
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademark Rights (previously recorded at Reel 3159 Frame 0579)																																										
<b>CONVEYING PARTY DATA</b>																																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Name</th> <th style="text-align: center;">Formerly</th> <th style="text-align: center;">Execution Date</th> <th style="text-align: center;">Entity Type</th> </tr> <tr> <td>JPMorgan Chase Bank, N.A., as Administrative Agent</td> <td></td> <td>12/22/2005</td> <td>National Banking Association:</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	JPMorgan Chase Bank, N.A., as Administrative Agent		12/22/2005	National Banking Association:																																			
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<b>RECEIVING PARTY DATA</b>																																											
<b>Name:</b>	Jupitermedia Corporation																																										
<b>Street Address:</b>	23 Old Kings Highway South																																										
<b>City:</b>	Darien																																										
<b>State/Country:</b>	CONNECTICUT																																										
<b>Postal Code:</b>	06820																																										
<b>Entity Type:</b>	CORPORATION: DELAWARE																																										
<b>PROPERTY NUMBERS Total: 13</b>																																											
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**TRADEMARK**  
**REEL: 003255 FRAME: 0545**

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1143
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	02/28/2006

**Total Attachments: 5**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE effective as of December 22, 2005, from JPMorgan Chase Bank, N.A., with its principal place of business located at 277 Park Avenue, 16<sup>th</sup> Floor, New York, New York 10172, as Administrative Agent (the "Agent") to Jupitermedia Corporation, a Delaware corporation (the "Borrower") for certain 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.

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, the Borrower executed and delivered an Amended and Restated Security Agreement, dated as of July 18, 2005, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), whereby a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of July 18, 2005, among the Agent and the Borrower (the "Security Agreement"), the Borrower, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on September 15, 2005, at Reel 3159 and Frame 0579; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Borrower's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

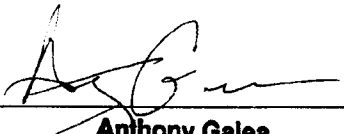
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

*[remainder of page left intentionally blank]*

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer on this 25 day of February, 2006.

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

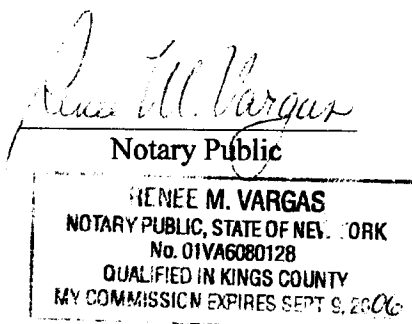
By:   
Name: **Anthony Galea**  
Title: **Associate**

STATE OF New York )  
COUNTY OF New York )

SS.:

On this 23<sup>rd</sup> day of February, 2006, before me personally appeared  
Anthony Galera to me known who, being by me duly sworn, did depose and say that  
he/she is Associate of JPMorgan Chase Bank, N.A., described herein and  
which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to  
the authority granted by JPMorgan Chase Bank, N.A.

(Affix Seal Below)



Schedule A

**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
JGURU	2,411,314
JGURU	2,559,320
JGURU	2,530,255
LOGO (Face)	2,532,742
LOGO (Face)	2,532,741
LOGO (Face)	2,532,740
LOGO (Face)	2,534,671
PROJECT COOL	78/595,325
IMAGEEXPRESS	78/698,618
PHOTOOBJECTS.NET	78,701,677
PICTUREREQUEST	78/701,749
THINKSTOCK FOOTAGE	78/701,734
THINKSTOCK IMAGES	78/701,713

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