

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																					
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights (previously recorded at Reel 3159 Frame 0587)																					
CONVEYING PARTY DATA																						
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CORRESPONDENCE DATA																						
Fax Number:	(212)455-2502																					
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																						
Phone:	(212) 455-7609																					
Email:	ksolomon@stblaw.com																					
Correspondent Name:	Kirstie Howard, Esq.																					
Address Line 1:	Simpson Thacher & Bartlett LLP																					
Address Line 2:	425 Lexington Avenue																					

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TRADEMARK
REEL: 003255 FRAME: 0598

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, 16th Floor, New York, New York 10172, as Administrative Agent (the "Agent") to PictureArts Corporation, a California corporation ("Obligor"), 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 Jupitermedia Corporation, a Delaware corporation and a parent of the Obligor (the "Borrower"), the Lenders and the Agent.

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of 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 Obligor (the "Security Agreement"), the Obligor, 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 0587; 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 Obligor'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 23 day of February, 2006.

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

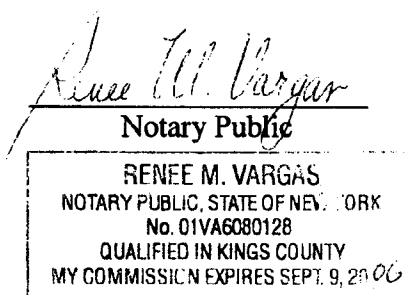
By: 
Name: **Anthony Galea**
Title: **Associate**

STATE OF New York)
COUNTY OF New York)

SS.:

On this 23rd day of February, 2006, before me personally appeared Anthony Galea 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>
BRAND X PICTURES and Design	2,617,382
NONSTOCK	2,287,871
ECHOS	2,452,379
BOTANICA and Design	(76/553,777)
PICTUREARTS and Design	(76/613,903)
FOODPIX	(78/661,099)

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