

## 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 3250 Frame 0276)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		04/13/2006	National Banking Association:
RECEIVING PARTY DATA			
Name:	Jupitermedia Corporation		
Street Address:	23 Old Kings Highway South		
City:	Darien		
State/Country:	CONNECTICUT		
Postal Code:	06820		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2529289	JUPITER RESEARCH	
Registration Number:	2864235	JUPITERDIRECT	
Registration Number:	2831449	JUPITERRESEARCH	
Registration Number:	2479621	PLUG.IN	
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		
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Correspondent Name:	Kirstie Howard, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1143		

TRADEMARK

900047181

REEL: 003294 FRAME: 0197

OP \$115.00 2529289

NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	04/21/2006
<p>Total Attachments: 5</p> <p>source=JUPREL#page1.tif</p> <p>source=JUPREL#page2.tif</p> <p>source=JUPREL#page3.tif</p> <p>source=JUPREL#page4.tif</p> <p>source=JUPREL#page5.tif</p>	

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

TERMINATION AND RELEASE dated as of April 3, 2006, from JPMorgan Chase Bank, N.A., located at 277 Park Avenue, 16<sup>th</sup> Floor, New York, New York 10172, as Administrative Agent (the "Agent") for several banks and other financial institutions (the "Lenders"), to Jupitermedia Corporation, a Delaware corporation ("Borrower").

**W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, dated as of December 22, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders, the Agent, KeyBank National Association, as Documentation Agent, and LaSalle Bank National Association, as Syndication Agent, the Lenders severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower executed and delivered a Security Agreement, dated as of December 22, 2005, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"), pursuant to which the Borrower granted the Agent a security interest ("Security Interest") 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 January 20, 2006, among the Agent and the Borrower (the "Grant"), the Borrower, by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Grant was recorded in the Trademark Division of the United States Patent and Trademark Office on February 21, 2006 at Reel 3250 and Frame 0276; 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, the receipt of which is hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

SECTION 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 listed on Schedule A hereto. The term "Trademark" shall have the meaning provided by reference in the Credit Agreement and the Security Agreement.

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

SECTION 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 as of the day and year first above written.

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

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

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York )  
 ) ss  
COUNTY OF Kings )

On the 13th day of April, 2006, before me personally came Anthony Galea, who is personally known to me to be the Associate of JPMorgan Chase Bank, N.A.; 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  
(PLACE STAMP AND SEAL ABOVE)

# **SCHEDULE A**

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

<b><u>Trademark</u></b>	<b><u>Registration or Serial Number</u></b>
JUPITER RESEARCH	2,529,289
JUPITERDIRECT	2,864,235
JUPITERRESEARCH	2,831,449
PLUG.IN	2,479,621

309265-1143-10154-NY03.2509814