

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		12/29/2006	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: 11

Property Type	Number	Word Mark
Serial Number:	78800392	ANIMATION FACTORY
Registration Number:	3168736	MEDIABUILDER.COM
Serial Number:	78855870	THE BEAUTY ARCHIVE
Serial Number:	78857482	THE BEAUTY ARCH:VE
Serial Number:	78886924	TWO MINUTE TIPS
Serial Number:	77010802	WORKBOOK
Serial Number:	77046524	JUPITERTUNES
Registration Number:	2926540	BIGSHOT MOVIES
Registration Number:	2932207	BIGSHOTS
Registration Number:	2824332	BIGSHOT
Registration Number:	2952065	BIGSHOT MEDIA

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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

OP \$290.00 78800392

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
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1143
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	01/11/2007

Total Attachments: 7

source=JupT1229#page1.tif
source=JupT1229#page2.tif
source=JupT1229#page3.tif
source=JupT1229#page4.tif
source=JupT1229#page5.tif
source=JupT1229#page6.tif
source=JupT1229#page7.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of December 29, 2006 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., 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 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.

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;

WHEREAS, in connection with the Credit Agreement, the Borrower has 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");

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: 
Name: Christopher S. Cardell
Title: President & COO

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

By: _____
Name:
Title:

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:

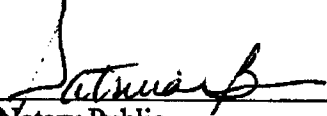
JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By:  _____
Name:
Title: **David F. Gibbs**
Managing Director

ACKNOWLEDGMENT OF BORROWER

STATE OF) Connecticut
) ss
COUNTY OF) Fairfield

On the 21st day of December, 2006, before me personally came Christopher S. Cordell, who is personally known to me to be the President + C.O.O. of Jupitermedia Corporation, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the President + C.O.O. 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)
COUNTY OF New York) ss

On the 29 day of December, 2006, before me personally came David Gibbs, who is personally known to me to be the Managing Director of JPMorgan Chase Bank, N.A.; who, being duly sworn, did depose and say that she/he is the Managing Director 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.

Renée M. Vargas
Notary Public RENE M. VARGAS
NOTARY PUBLIC, STATE OF NEW YORK
No. 01VA6080128
QUALIFIED IN KINGS COUNTY
MY COMMISSION EXPIRES SEPT. 9, 2010

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
ANIMATION FACTORY	78/800,392
MEDIABUILDER.COM	3,168,736
THE BEAUTY ARCHIVE	78/855,870
THE BEAUTY ARCH:VE	78/857,482
TWO MINUTE TIPS	78/886,924
WORKBOOK	77/010,802
JUPITERTUNES	77/046,524
BIGSHOT MOVIES	2,926,540
BIGSHOTS	2,932,207
BIGSHOT	2,824,332
BIGSHOT MEDIA	2,952,065