

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CareerSoft, Inc.		12/27/2006	CORPORATION:
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: 1			
Property Type	Number	Word Mark	
Registration Number:	2564784	JUSTTECHJOBS.COM	
CORRESPONDENCE DATA			
Fax Number:	(212)728-8111		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	M. Hosaka Willkie Farr & Gallagher LLP		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Miwako Hosaka		
Signature:	/miwakohosaka/		
Date:	02/05/2007		

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Total Attachments: 3
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source=assignmentbetweencaresoftandjupitermedia(2)#page1.tif
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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement is made as of the 27th day of December, 2006 by and between Jupitermedia Corporation (“Assignee”), a Delaware corporation, having an address at 23 Old Kings Highway South, Darien, Connecticut 06820, and CareerSoft, Inc. fka JustMyJobs.com, Inc. (“Assignor”), a Colorado corporation. Reference is made to that certain Asset Purchase Agreement, dated December 27, 2006 (the “Asset Purchase Agreement”) by and between Assignee, Assignor, Russ Curtis (“Curtis”) and Rudy Lacovara (“Lacovara”). Capitalized terms not defined herein shall have the meanings assigned to them in the Asset Purchase Agreement.

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks and service marks listed on the attached Schedule A, all applications and registrations pertaining thereto, if any, all common law rights associated therewith, together with all goodwill arising from the use of and symbolized by said trademarks, all such rights existing in any jurisdiction (collectively, the “Trademarks”);

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, pursuant to which Assignor has agreed to sell to Assignee the Purchased Assets (as defined in the Asset Purchase Agreement) of Assignor, relating to the Business (as defined in the Asset Purchase Agreement) and all right, title and interest therein and related thereto, including, without limitation, the Trademarks; and

WHEREAS, Assignor and Assignee now desire to carry out the intent and purpose of the Asset Purchase Agreement by the execution and delivery to Assignee of this instrument evidencing the assignment, sale and transfer to Assignee of the Trademarks.

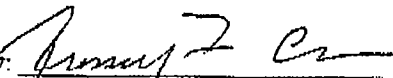
NOW THEREFORE, in consideration for the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all right, title, and interest in and to the Trademarks throughout the world, the right to conduct business under the Trademarks, including the right to license others under the Trademarks, the portion of the business of Assignor to which any intent-to-use application pertains, together with the right to sue, counterclaim, and to recover damages and profits and all other remedies for claims of past, present, and future infringements, unfair competition or misappropriations thereof, and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks.

Assignor hereby agrees to execute upon the request of Assignee, at Assignor’s expense, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Trademarks worldwide, including all documents necessary to register in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

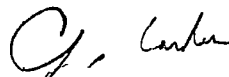
[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

SELLER: CAREERSOFT, INC.

By: 
Name: RUSSELL CURTIS
Title: CEO

BUYER: JUPITERMEDIA CORPORATION

By: 
Name: Christopher S. Cardell
Title: President

[Signature Page to the Trademark Assignment]

SCHEDULE A

Trademarks

Word Mark: JUSTTECHJOBS.COM

U.S. Trademark Registration Number: 2564784

Registration Date: April 23, 2002

Register: Supplemental

Owner: JustMyJobs.com, Inc.