

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|---------------------------|--------------------------|----------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| JPMorgan Chase Bank, N.A. | | 07/12/2007 | National Banking Association: |

| | |
|----------------------|------------------------------------|
| RECEIVING PARTY DATA | |
| Name: | JupiterImages Corporation |
| Street Address: | 5232 East Pima Street, Suite 200-C |
| City: | Tucson |
| State/Country: | ARIZONA |
| Postal Code: | 85712 |
| Entity Type: | CORPORATION: ARIZONA |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------------|----------|----------------------|
| Registration Number: | 3168736 | MEDIABUILDER.COM |
| Serial Number: | 77046524 | JUPITERTUNES |
| Registration Number: | 3255259 | ANIMATION FACTORY |
| Registration Number: | 3202121 | THE BEAUTY ARCHIVE |
| Registration Number: | 3202133 | THE BEAUTY ARCH:VE |
| Registration Number: | 2952065 | BIGSHOT MEDIA |
| Registration Number: | 2824332 | BIGSHOT |
| Registration Number: | 2932207 | BIGSHOTS |
| Registration Number: | 2926540 | BIGSHOT MOVIES |

| | |
|--|--------------------|
| CORRESPONDENCE DATA | |
| Fax Number: | (212)728-9828 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | (212) 728-8000 |
| Email: | ipdept@willkie.com |

CH \$240.00 3168736

Correspondent Name: Miwako Hosaka
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

| | |
|-------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 056535.10160 |
| NAME OF SUBMITTER: | Miwako Hosaka |
| Signature: | /miwakohosaka/ |
| Date: | 07/12/2007 |

Total Attachments: 4
source=release1#page1.tif
source=release1#page2.tif
source=release1#page3.tif
source=release1#page4.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS RIGHTS (the "Release"), dated as of July 12, 2007, from JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to JupiterImages Corporation, an Arizona corporation (the "Releasee"), successor-in-interest to certain Trademarks of Jupitermedia Corporation, a Delaware corporation (the "Borrower").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of December 22, 2005, made by the Grantors (as defined therein) in favor of the Agent (the "Security Agreement"), 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 December 29, 2006, by and between the Borrower and the Agent ("Trademark Security Agreement"), 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 Trademark Security Agreement was recorded on behalf of the Agent in the Trademark Division of the United States Patent and Trademark Office on January 11, 2007, at Reel 3458, Frame 0892, to evidence the Security Interest granted to the Agent thereunder;

WHEREAS, pursuant to an assignment agreement, dated as of April 17, 2007, the Borrower assigned to the Releasee, a subsidiary of the Borrower, all of the Borrower's right, title and interest in certain Trademarks, including the Trademarks listed on Schedule A hereto, which assignment was recorded in the Trademark Division of the United States Patent and Trademark Office on April 25, 2007 at Reel 3528, Frame 0813;

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 Security Agreement, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this 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 in the Trademarks, including, without limitation, those items listed on Schedule A hereto, which were assigned to the Releasee.

The term "Trademarks" shall have the meaning provided by reference in the Security Agreement.

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

[Remainder of page intentionally left blank]

SCHEDULE A

U.S. Trademark Registrations and Applications

| <u>Trademark</u> | <u>Registration or Serial Number</u> |
|-------------------------|---|
| MEDIABUILDER.COM | 3,168,736 |
| JUPITERTUNES | 77/046,524 |
| ANIMATION FACTORY | 3,255,259 |
| THE BEAUTY ARCHIVE | 3,202,121 |
| THE BEAUTY ARCH:VE | 3,202,133 |
| BIGSHOT MEDIA | 2,952,065 |
| BIGSHOT | 2,824,332 |
| BIGSHOTS | 2,932,207 |
| BIGSHOT MOVIES | 2,926,540 |