

08-06-2007

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



103434051

FINANCE SECTION

To the Director of the U. S. Patent and Trademark Office, please return the enclosed documents or the new address(es) below.

8.2.07

1. Name of conveying party(ies):

JUPITERIMAGES CORPORATION

- Individual(s)
- General Partnership
- Corporation- State: ARIZONA
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) UNITED STATES

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) \_\_\_\_\_

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: KEYBANK NATIONAL ASSOCIATION

Internal

Address: INSTITUTIONAL BANK

Street Address: 127 PUBLIC SQUARE

City: CLEVELAND

State: OHIO

Country: UNITED STATES

Zip: 44114-1306

Association Citizenship UNITED STATES

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship \_\_\_\_\_

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)  
U.S. TRADEMARKS ONLY AS INDICATED ON ATTACHED SCHEDULE 1 TO SECURITY AGREEMENT

B. Trademark Registration No.(s)  
U.S. TRADEMARKS ONLY AS INDICATED ON ATTACHED SCHEDULE 1 TO SECURITY AGREEMENT

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
U.S. TRADEMARKS ONLY AS INDICATED ON ATTACHED SCHEDULE 1 TO SECURITY AGREEMENT

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: THOMPSON HINE LLP

Internal Address: ADAM NAZETTE

Street Address: 127 PUBLIC SQUARE  
3900 KEY CENTER

City: CLEVELAND

State: OHIO Zip: 44114

Phone Number: 216-566-5940

Fax Number: 216-566-5800

Email Address: ADAM.NAZETTE@THOMPSONHINE.COM

6. Total number of applications and registrations involved:

48

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,215.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:

*AMY BOUKAIR*  
Signature

JULY 27, 2007

Date

08/03/2007 **DBYRNE** 00000004 1081093

AMY BOUKAIR

Total number of pages including cover sheet, attachments, and document: 75

40000000 of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01 FC:8521  
02 FC:8522

**JUPITERIMAGES CORPORATION - Trade Mark Schedule**

**June 2007**

Mark	Country	Classes	Proprietor	App No.	App Date	Reg No.	Renewal Due	Status	Notes
COMSTOCK	Austria	16, 35 and 42	Comstock, Inc.	AM2138192	30/04/1992	145217	17/12/2012	Granted	Change of proprietor in progress.
COMSTOCK	Benelux	16, 40 and 41	Jupiterimages Corporation	0073676	29/04/1992	0525102	29/04/2012	Granted	
STOCKXCHNG	European Community	9, 38, 41 and 42	Jupiterimages Corporation	5630678	08/01/2007			Pending	
STOCKXPRT	European Community	9, 38, 41 and 42	Jupiterimages Corporation	5630686	08/01/2007			Pending	
ROYALTYFREEMUSIC.COM	European Community	9, 38 and 41	Jupiterimages Corporation	5816566	05/04/2007			Pending	
MEDIA/MUSIC/LOOPS.COM	European Community	9, 38 and 41	Jupiterimages Corporation	5816509	05/04/2007			Pending	
NOISEFUEL	European Community	9, 38 and 41	Jupiterimages Corporation	5816855	05/04/2007			Pending	
BLUE FUSE MUSIC	European Community	9, 38 and 41	Jupiterimages Corporation	5816814	05/04/2007			Pending	

Mark	Country	Classes	Proprietor	App No.	App Date	Reg No.	Renewal Due	Status	Notes
STUDIOCUTZ.COM	European Community	9, 38 and 41	JupiterImages Corporation	5816459	05/04/2007			Pending	
STUDIO CUTZ	European Community	9, 38 and 41	JupiterImages Corporation	5816376	05/04/2007			Pending	
JUPITER TUNES	European Community	9, 38 and 41	JupiterImages Corporation	5816715	05/04/2007			Pending	
COMSTOCK	France	16, 35, 41 and 42	Comstock, Inc.	271337	04/03/1991	1726013	31/03/2011	Granted	Change of proprietor in progress.
COMSTOCK	Germany	42	Comstock, Inc.	C 42876	11/01/1992	2012597	31/01/2012	Granted	Change of proprietor in progress.
STOCKXPERT	Hungary	9, 38, 41 and 42	JupiterImages Corporation	M0700294	30/01/2007			Pending	
STOCKXCHNG	Hungary	9, 38, 41 and 42	JupiterImages Corporation	M0700295	30/01/2007			Pending	
COMSTOCK	Italy	35	Comstock, Inc.	MI92CC003216	30/04/1992	641974	30/04/2012	Granted	Change of proprietor in progress.
JUPITERIMAGES	Spain	41	JupiterImages Corporation	02769882/3	02/05/2007			Pending	
COMSTOCK	European Community	9, 16 and 42	JupiterImages Corporation	348011	16/08/1996	348011	16/08/2016	Granted	

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made as of the 12<sup>th</sup> day of July, 2007, by JUPITERIMAGES CORPORATION, an Arizona corporation ("Pledgor"), in favor of KEYBANK NATIONAL ASSOCIATION, as the administrative agent under the Credit Agreement, as hereinafter defined ("Agent"), for the benefit of the Lenders, as hereinafter defined.

## 1. Recitals.

JUPITERMEDIA CORPORATION, a Delaware corporation (together with its successors and assigns, "Borrower"), is entering into that certain Credit and Security Agreement, dated as of July 12, 2007, with the lenders from time to time listed on Schedule 1 thereto (together with their respective successors and assigns and any other additional lenders that become party to the Credit Agreement, collectively, the "Lenders" and, individually, each a "Lender"), Agent, and Citizens Bank, N.A., as the syndication agent (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). Pledgor desires that the Lenders grant to Borrower the financial accommodations as described in the Credit Agreement.

Pledgor, a subsidiary of Borrower whose financing is provided by the Loans and Letters of Credit, as each term is defined in the Credit Agreement, deems it to be in the direct pecuniary and business interests of Pledgor that Borrower obtain from the Lenders the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit, as each term is defined in the Credit Agreement, provided for in the Credit Agreement.

Pledgor understands that the Lenders are willing to grant such financial accommodations to Borrower only upon certain terms and conditions, one of which is that Pledgor grant to Agent, for the benefit of the Lenders, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of the Lenders entering into the Credit Agreement and each financial accommodation granted to Borrower by the Lenders and for other valuable consideration.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" means an Assignment in the form of Exhibit A attached hereto.

"Collateral" means, collectively, all of Pledgor's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those that are registered or pending as listed on Schedule 1

hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, improvements, confidential information and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 8 hereof.

“ITU Application” shall mean a trademark application filed with the USPTO pursuant to 15 U.S.C. § 1051(b).

“Obligations” means, collectively, (a) all Indebtedness and other obligations now owing or hereafter incurred by Borrower to Agent, the Fronting Lender, the Swing Line Lender or any Lender pursuant to the Credit Agreement, and includes the principal of and interest on all Loans and all obligations pursuant to Letters of Credit; (b) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part; (c) all interest from time to time accruing on any of the foregoing, and all fees and other amounts payable to Agent or any Lender pursuant to the Credit Agreement or any other Loan Document; (d) all obligations and liabilities of the Companies owing to Lenders under Hedge Agreements; (e) the Bank Product Obligations owing to Lenders under Bank Product Agreements; (f) every other liability, now or hereafter owing to Agent or any Lender by any Company or Pledgor pursuant to the Credit Agreement or any other Loan Document; and (g) all Related Expenses.

“Trademark Act” shall mean the U.S Trademark Act of 1946, as amended.

“USCO” means the United States Copyright Office in Washington, D.C.

“USPTO” means the United States Patent and Trademark Office in Washington D.C.

3. Grant of Assignment and Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, Pledgor hereby agrees that Agent shall at all times have, and hereby grants to Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Agent or the Lenders of the creation or acquisition thereof. Pledgor, Agent and the Lenders hereby acknowledge and agree that, with respect to any ITU Application included within the Collateral, to the extent such an ITU Application would, under the Trademark Act, be deemed to be transferred in violation of 15 U.S.C. § 1060(a) as a result of the

security interest granted herein, or otherwise invalidated or made unenforceable as a result of the execution or performance of this Agreement, no security interest shall be deemed to have been granted in such ITU Application (notwithstanding the provisions of this Agreement or any other Loan Document) until such time as the circumstances that would give rise to such violation, invalidation or unenforceability no longer exist.

4. Representations and Warranties. Pledgor hereby represents and warrants to Agent and each Lender as follows:

4.1. Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

4.2. The Collateral is valid and enforceable.

4.3. Except as disclosed on Schedule 6.4 of the Credit Agreement, Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. Except for liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons.

4.5. Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.6. Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect.

5. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral, without Agent's prior written consent except in the ordinary course of business. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. Upon reasonable notice to Pledgor from Agent, Pledgor hereby grants to Agent, for the benefit of the Lenders, and its employees and agents the right, during regular business hours, to visit any location of Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at Pledgor's expense.

7. Standard Patent and Trademark Use. Pledgor shall not knowingly use any material Collateral in any manner that would materially jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks

to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and <sup>SM</sup> where appropriate.

8. Event of Default.

8.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.

8.2. Pledgor expressly acknowledges that Agent, on behalf of the Lenders, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, Pledgor shall execute and deliver to Agent the Assignment, which Assignment shall have no force and effect and shall be held by Agent in escrow until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Agent in the form reflected on the face of the Assignment and Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate, or in any appropriate office in any foreign jurisdiction in which such patent, trademark, copyright or other intellectual property interest is registered, or under whose laws such property interest has been granted.

8.3. If an Event of Default shall occur, and be continuing, Pledgor irrevocably authorizes and empowers Agent, on behalf of the Lenders, to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any portion thereof, pursuant to this Agreement, then, with or without resort to Pledgor or any other Person or property, all of which Pledgor hereby waives, and upon such terms and in such manner as Agent may deem advisable, Agent, on behalf of the Lenders, may in its sole discretion, sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, at any time, or from time to time. No prior notice need be given to Pledgor or to any other Person in the case of any sale of Collateral that Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Agent shall give Pledgor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Agent or any Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Agent may apply the net proceeds of each such sale to or toward the payment of the Obligations, whether or not then due, in such order and by such division as Agent in its sole discretion may deem advisable. Any excess, to the extent permitted by law, shall be paid to Pledgor, and the obligors on the Obligations shall remain liable for any deficiency. In addition, Agent shall at all times have the right to obtain new appraisals of Pledgor or the Collateral, the cost of which shall be paid by Pledgor.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, upon demand by Agent and, until so paid, shall be added to the principal amount of the Obligations.

10. Pledgor's Obligation to Prosecute. Except as otherwise agreed to by Agent in writing, Pledgor shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees, except to the extent that failure to do so would not have a Material Adverse Effect. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Agent, unless such abandonment will not have a material adverse effect on Pledgor or such abandonment is in connection with the abandonment of a product or product line or service or service line.

11. Agent's Right to Enforce. Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral.

12. Power of Attorney. Pledgor hereby authorizes and empowers Agent, on behalf of the Lenders, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Agent, on behalf of the Lenders, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Agent's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement, Agent, on behalf of the Lenders, may, but is not obligated to, upon giving reasonable notice to Pledgor, do so in Pledgor's name or in the name of Agent, on behalf of the Lenders, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent,



upon request, in full for all expenses, including attorneys' fees, incurred by Agent and the Lenders in protecting, defending and maintaining the Collateral.

14. Additional Documents. Pledgor shall, upon written request of Agent, enter into such additional documents or instruments as may be required by Agent in order to effectuate, evidence or perfect the interest of Agent and the Lenders in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Obligations shall have been irrevocably paid in full and the Commitment terminated, Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Agent prompt written notice thereof.

16. Modifications for New Collateral. Pledgor hereby authorizes Agent to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at Agent's request, Pledgor shall execute any documents or instruments required by Agent in order to modify this Agreement as provided by this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

17. Termination. At such time as the Obligations shall have been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Agent and the Lenders, Pledgor shall have the right to terminate this Agreement. Upon written request of Pledgor, Agent shall execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Agent's security interest in the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by Agent, for the benefit of the Lenders, pursuant hereto.

18. Maximum Liability of Pledgor. Anything in this Agreement to the contrary notwithstanding, in no event shall the amount of the Obligations secured by this Agreement exceed the maximum amount that (after giving effect to the incurring of the obligations hereunder and to any rights to contribution of Pledgor from other affiliates of Borrower) would not render the rights to payment of Agent and the Lenders hereunder void, voidable or avoidable under any applicable fraudulent transfer law.

19. No Waiver. No course of dealing between Pledgor and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

20. Remedies Cumulative. All of the rights and remedies of Agent and the Lenders with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

21. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

22. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Agent. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

23. Assignment and Successors. This Agreement shall not be assigned by Pledgor without the prior written consent of Agent. This Agreement shall bind the successors and permitted assigns of Pledgor and shall benefit the respective successors and assigns of Agent and the Lenders. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

24. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature page of this Agreement, if to Agent or any Lender, mailed or delivered to it, addressed to the address of Agent or such Lender specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that all notices hereunder shall not be effective until received.

25. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Pledgor, Agent and the Lenders hereunder shall be governed by and construed in accordance with Ohio law, without regard to principles of conflict of laws. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

[Remainder of page intentionally left blank.]

JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG AGENT, THE LENDERS, BORROWER AND PLEDGOR, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first written above.

Address: 23 Old Kings Highway South  
Darien, Connecticut 06820  
Attention: President or  
General Counsel

JUPITERIMAGES CORPORATION

By: 

\_\_\_\_\_  
Christopher S. Cardell  
Secretary and Treasurer

Signature Page to  
Intellectual Property Security Agreement

TRADEMARK  
REEL: 003598 FRAME: 0804

**JUPITERIMAGES CORPORATION**

**SCHEDULE I**

# TRADEMARKS

Country	Mark	Reg. No. /(App. No.)	Reg. Date/(App. Dt.)
Australia	BOTANICA	(1081093)	(10/17/2005)
Australia	BOTANICA and Design	(1081092)	(10/17/2005)
Australia	BRAND X PICTURES	1082032	10/21/2005
Australia	BRANDXPICTURES and Design	1081095	10/17/2005
Australia	COMSTOCK IMAGES	1067635	9/21/2006
Australia	CREATAS	(1067638)	(8/ 1/2005)
Australia	GOODSHOOT	1067636	8/ 1/2005
Australia	LIQUID LIBRARY	1067637	8/ 1/2005
Australia	NONSTOCK	(1081094)	(10/17/2005)
Australia	PICTUREQUEST	1067641	8/ 1/2005
Australia	THE BEAUTY ARCHIVE	(1108633)	(4/11/2006)
Australia	THINKSTOCK FOOTAGE	1067640	8/ 1/2005
Australia	THINKSTOCK IMAGES	1067639	8/ 1/2005
Brazil	CREATAS	(827681291)	(8/11/2005)
Brazil	CREATAS	(827681283)	(8/11/2005)
Brazil	CREATAS	(827681275)	(8/11/2005)
Brazil	LIQUID LIBRARY	(827681267)	(8/11/2005)
Brazil	LIQUID LIBRARY	(827681259)	(8/11/2005)
Brazil	LIQUID LIBRARY	(827681240)	(8/11/2005)
Brazil	THINKSTOCK FOOTAGE	(827681488)	(8/11/2005)
Brazil	THINKSTOCK FOOTAGE	(827681470)	(8/11/2005)
Brazil	THINKSTOCK FOOTAGE	(827681453)	(8/11/2005)
Brazil	THINKSTOCK FOOTAGE	(827681437)	(8/11/2005)
Brazil	THINKSTOCK IMAGES	(827681429)	(8/11/2005)
Brazil	THINKSTOCK IMAGES	(827681402)	(8/11/2005)
Brazil	THINKSTOCK IMAGES	(827681399)	(8/11/2005)
Brazil	THINKSTOCK IMAGES	(827681380)	(8/11/2005)
Canada	ABLESTOCK	TMA598335	12/23/2003
Canada	ABLESTOCK.COM	TMA617334	8/23/2004
Canada	BIGSHOT	TMA584732	7/ 8/2003
Canada	BIGSHOT MEDIA	TMA588790	9/ 4/2003
Canada	BIGSHOT MOVIES	TMA588591	8/29/2003
Canada	BIGSHOTS	TMA588036	8/25/2003
Canada	BOTANICA	(1276385)	(10/20/2005)
Canada	BOTANICA and Design	(1276639)	(10/21/2005)
Canada	BRAND X PICTURES	(1276640)	(10/21/2005)
Canada	BRANDXPICTURES and Design	(1276391)	(10/20/2005)
Canada	COMSTOCK*	TMA461,985	8/23/1996
Canada	COMSTOCK KLIPS and Design*	TMA531,643	8/23/2000
Canada	FIRST EDIT (Stylized and Design)*	TMA483818	10/ 8/1997
Canada	GOODSHOOT	(1271382)	(9/ 9/2005)
Canada	HEMERA	TMA579643	4/16/2003
Canada	IMAGEEXPRESS	TMA672,087	9/ 6/2006

Country	Mark	Reg. No. /(App. No.)	Reg. Date/(App. Dt.)
Canada	JUPITERTUNES**	(1102662)	(5/15/2007)
Canada	NONSTOCK	(1276386)	(10/20/2005)
Canada	PHOTO-OBJECTS	TMA580436	5/ 1/2003
Canada	PHOTOOBJECTS.NET	TMA680,223	1/24/2007
Canada	PHOTOS.COM	(1220611)	(6/16/2004)
Canada	PICTUREQUEST	TMA671627	8/30/2006
Canada	THE BIG BOX OF ART	TMA590727	9/24/2003
Canada	THINKSTOCK FOOTAGE	TMA675,279	10/19/2006
Canada	THINKSTOCK IMAGES	TMA676,117	11/ 2/2006
China (People's Republic Of)	ABLESTOCK.COM	(4777715)	(7/14/2005)
China (People's Republic Of)	ABLESTOCK.COM	(4777714)	(7/14/2005)
China (People's Republic Of)	ANIMATIONS.COM	(4777713)	(7/14/2005)
China (People's Republic Of)	ANIMATIONS.COM	(4777712)	(7/14/2005)
China (People's Republic Of)	ANIMATIONS.COM	(4777711)	7/14/2005)
China (People's Republic Of)	CLIPART.COM	(4777730)	(7/14/2005)
China (People's Republic Of)	CLIPART.COM	(4777729)	(7/14/2005)
China (People's Republic Of)	CLIPART.COM	(4777728)	(7/14/2005)
China (People's Republic Of)	COMSTOCK IMAGES	(4777727)	(7/14/2005)
China (People's Republic Of)	COMSTOCK IMAGES	(4777726)	(7/14/2005)
China (People's Republic Of)	COMSTOCK IMAGES	(4777725)	(7/14/2005)
China (People's Republic Of)	CREATAS	(4777724)	(7/14/2005)
China (People's Republic Of)	CREATAS	(4777723)	(7/14/2005)
China (People's Republic Of)	CREATAS	(4777722)	(7/14/2005)
China (People's Republic Of)	GOODSHOOT	(4777721)	(7/14/2005)
China (People's Republic Of)	GOODSHOOT	(4777740)	(7/14/2005)
China (People's Republic Of)	GOODSHOOT	(4777739)	(7/14/2005)
China (People's Republic Of)	GOODSHOOT	(4777738)	(7/14/2005)
China (People's Republic Of)	LIQUID LIBRARY	(4777735)	(7/14/2005)
China (People's Republic Of)	LIQUID LIBRARY	(4777734)	(7/14/2005)
China (People's Republic Of)	LIQUID LIBRARY	(4777733)	(7/14/2005)
China (People's Republic Of)	PHOTOOBJECTS.NET	(4777750)	(7/14/2005)
China (People's Republic Of)	PHOTOOBJECTS.NET	(4777731)	(7/14/2005)
China (People's Republic Of)	PHOTOOBJECTS.NET	4777732	(7/14/2005)
China (People's Republic Of)	PHOTOS.COM	(4777749)	(7/14/2005)
China (People's Republic Of)	PHOTOS.COM	(4777748)	(7/14/2005)
China (People's Republic Of)	PHOTOS.COM	(4777747)	(7/14/2005)
China (People's Republic Of)	PICTUREQUEST	(4777746)	(7/14/2005)
China (People's Republic Of)	PICTUREQUEST	(4777745)	(7/14/2005)
China (People's Republic Of)	PICTUREQUEST	(4777744)	(7/14/2005)
China (People's Republic Of)	THINKSTOCK FOOTAGE	(4777743)	(7/14/2005)
China (People's Republic Of)	THINKSTOCK FOOTAGE	(4777742)	(7/14/2005)
China (People's Republic Of)	THINKSTOCK FOOTAGE	(4777741)	(7/14/2005)
China (People's Republic Of)	THINKSTOCK FOOTAGE	(4777755)	(7/14/2005)
China (People's Republic Of)	THINKSTOCK IMAGES	(4777754)	(7/14/2005)
China (People's Republic Of)	THINKSTOCK IMAGES	(4777753)	(7/14/2005)
China (People's Republic Of)	THINKSTOCK IMAGES	(4777752)	(7/14/2005)
China (People's Republic Of)	THINKSTOCK IMAGES	(4777751)	(7/14/2005)
India	ANIMATIONS.COM	(1378450)	(8/19/2005)

Country	Mark	Reg. No. /(App. No.)	Reg. Date/(App. Dt.)
India	CLIPART.COM	(1378449)	(8/19/2005)
India	COMSTOCK IMAGES	(1378455)	(8/19/2005)
India	CREATAS	(1378453)	(8/19/2005)
India	LIQUID LIBRARY	(1378454)	(8/19/2005)
India	PHOTOS.COM	(1378451)	(8/19/2005)
India	THINKSTOCK FOOTAGE	(1378447)	(8/19/2005)
India	THINKSTOCK IMAGES	(1378448)	(8/19/2005)
Japan	ABLESTOCK.COM	4993875	10/ 6/2006
Japan	ANIMATIONS.COM and Design	(2006-118354)	(12/21/2006)
Japan	ARTTODAY JAPAN (Stylized)	4990738	9/29/2006
Japan	BIGSHOT	4669341	5/ 9/2003
Japan	BOTANICA	5018632	1/19/2007
Japan	BOTANICA and Design	5018633	1/19/2007
Japan	BRAND X PICTURES	5018636	1/19/2007
Japan	BRANDXPICTURES and Design	5018631	1/19/2007
Japan	CLIPART.COM and Design	(2006-118353)	(12/21/2006)
Japan	CLIPART.JP	5012228	12/22/2006
Japan	COMSTOCK IMAGES	4961216	6/16/2006
Japan	CREATAS	4989401	9/22/2006
Japan	GOODSHOOT	4989402	9/22/2006
Japan	LIQUID LIBRARY	4989403	9/22/2006
Japan	NONSTOCK	5018634	1/19/2007
Japan	PHOTOOBJECTS.NET	4983255	9/1/2006
Japan	PHOTOS.COM and Design	(2006-118352)	(12/21/2006)
Japan	PICTUREQUEST	4997586	10/20/2006
Japan	THE BEAUTY ARCHIVE	(2006-33171)	(4/12/2006)
Japan	THINKSTOCK FOOTAGE	4993876	10/ 6/2006
Japan	THINKSTOCK IMAGES	4993877	10/ 6/2006
Mexico	CREATAS	929660	7/28/2005
Mexico	CREATAS	929661	7/28/2005
Mexico	CREATAS	954926	9/26/2006
Mexico	LIQUID LIBRARY	931126	7/28/2005
Mexico	LIQUID LIBRARY	931125	7/28/2005
Mexico	LIQUID LIBRARY	952808	9/19/2006
Mexico	THINKSTOCK FOOTAGE	929659	7/28/2005
Mexico	THINKSTOCK FOOTAGE	929658	4/21/2006
Mexico	THINKSTOCK FOOTAGE	929657	4/21/2006
Mexico	THINKSTOCK FOOTAGE	947542	8/15/2006
Mexico	THINKSTOCK IMAGES	929654	4/21/2006
Mexico	THINKSTOCK IMAGES	929656	4/21/2006
Mexico	THINKSTOCK IMAGES	929655	4/21/2006



Country	Mark	Reg. No. /(App. No.)	Reg. Date/(App. Dt.)
Mexico	THINKSTOCK IMAGES	954037	9/22/2006
South Africa	GOODSHOOT	(200516380)	(8/10/2005)
South Africa	GOODSHOOT	(200516381)	(8/10/2005)
South Africa	GOODSHOOT	(200516378)	(8/10/2005)
South Africa	GOODSHOOT	(200516379)	(8/10/2005)
1 United States	(RE)VIEW	(78/772,885)	(12/14/2005)
2 United States	ABLESTOCK	2,816,168	2/24/2004
3 United States	ABLESTOCK.COM	2,788,156	12/ 2/2003
4 United States	ANIMATION FACTORY	(78/800,392)	(1/26/2006)
5 United States	ANIMATIONS.COM and Design	3,168,026	11/ 7/2006
6 United States	ARTTODAY	2,098,898	9/23/1997
7 United States	BIGSHOT	2,824,332	3/23/2004
8 United States	BIGSHOT MEDIA	2,952,065	5/17/2005
9 United States	BIGSHOT MOVIES	2,926,540	2/15/2005
10 United States	BIGSHOTS	2,932,207	3/15/2005
11 United States	BOTANICA and Design	3,006,958	10/18/2005
12 United States	BRANDXPICTURES and Design	2,617,382	9/10/2002
13 United States	CLIPART.COM and Design	3,192,312	1/ 2/2007
14 United States	COMSTOCK	1,755,867	3/ 2/1993
15 United States	COMSTOCK IMAGES	3,180,154	12/ 5/2006
16 United States	CREATAS	2,607,404	8/13/2002
17 United States	CREATAS	3,162,164	10/24/2006
18 United States	ECHOS	2,452,379	5/22/2001
19 United States	FOODPIX (Stylized)	3,195,865	1/ 9/2007
20 United States	FRESH. FAST. ROYALTY-FREE.	3,031,247	12/20/2005
21 United States	GOODSHOOT	3,162,162	10/24/2006
22 United States	HEMERA	2,671,374	1/ 7/2003
23 United States	IMAGEBLITZ	2,755,323	8/26/2003
24 United States	IMAGEEXPRESS	(78/698,618)	(8/23/2005)
25 United States	JUPITERTUNES	(77/046,524)	(11/17/2006)
26 United States	LIQUID LIBRARY	2,971,618	7/19/2005
27 United States	MEDIABUILDER.COM	3,168,736	11/ 7/2006
28 United States	NONSTOCK	2,287,871	10/19/1999
29 United States	PHOTIS	2,971,414	7/19/2005
30 United States	PHOTO-OBJECTS	2,720,601	6/ 3/2003
31 United States	PHOTOOBJECTS.NET	3,141,643	9/12/2006
32 United States	PHOTOS.COM and Design	(78/733,769)	(10/14/2005)
33 United States	PICTUREARTS and Design	3,105,633	6/20/2006
34 United States	PICTUREQUEST	2,499,899	10/23/2001
35 United States	PICTUREQUEST	2,499,901	10/23/2001
36 United States	PICTUREQUEST	2,497,936	10/16/2001
37 United States	PICTUREQUEST	3,126,689	8/ 8/2006
38 United States	PICTUREQUEST and Design (STAR)	2,499,897	10/23/2001
39 United States	PICTUREQUEST and Design (STAR)	2,497,935	10/16/2001

	Country	Mark	Reg. No. /(App. No.)	Reg. Date/(App. Dt.)
40	United States	PICTUREQUEST and Design (STAR)	2,499,898	10/23/2001
41	United States	STOCK.XCHNG**	(77/089,238)	1/23/2007
42	United States	STOCKXPRT**	(77/089,312)	1/23/2007
43	United States	THE BEAUTY ARCHIVE	3,202,121	1/23/2007
44	United States	THE BEAUTY ARCHIVE (Stylized)	3,202,133	1/23/2007
45	United States	THE BIG BOX OF ART	2,774,745	10/21/2003
46	United States	THINKSTOCK	3,002,169	9/27/2005
47	United States	THINKSTOCK FOOTAGE	3,126,688	8/ 8/2006
48	United States	THINKSTOCK IMAGES	3,129,530	8/15/2006

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