

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
Jupitermedia Corporation		08/04/2008	CORPORATION:

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

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78740223	BANANASTOCK
Registration Number:	3069839	CREATIVE POWER IN MOTION
Registration Number:	2838166	HEMERA
Registration Number:	3016931	JUPITERIMAGES
Registration Number:	3176505	JUPITERIMAGES
Registration Number:	3040869	LIQUID TREAT
Registration Number:	3192174	LIQUIDLIBRARY
Registration Number:	3031246	UNCOMMON IMAGERY FOR INTELLIGENT DESIGN
Registration Number:	3376896	WORKBOOK

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

CH \$240.00 78740223

Email: ipdept@willkie.com
Correspondent Name: Rachel Dooley
Address Line 1: 787 Seventh Avenue
Address Line 2: Willkie Farr & Gallagher LLP
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	056535.10040
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NAME OF SUBMITTER:	Rachel Dooley
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Signature:	/racheldooley/
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Date:	08/06/2008
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Total Attachments: 3
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Trademark Assignment") is entered into August 4, 2008, by and between JUPITERMEDIA CORPORATION, a Delaware corporation, with an address at 23 Old Kings Highway South, Darien, CT 06820 USA ("Assignor"), and JUPITERIMAGES CORPORATION, a Arizona corporation, with an address at 5232 East Pima Street, Suite 200-C, Tucson, AZ 8571 2 USA ("Assignee").

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

WHEREAS, Assignor has agreed to assign and Assignee has agreed to acquire all right, title and interest in and to the Trademarks, together with all of the goodwill associated therewith, and all rights to claims of past infringement thereof.

NOW THEREFORE, in consideration for the sum of ten (\$10) dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto enter into this agreement as follows:

1. Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Trademarks throughout the world, including all applications and registrations therefor and all goodwill pertaining thereto, 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 to, and all rights to sue and to collect all damages and payments for claims of past or future infringements or misappropriations thereof.

2. Assignor hereby agrees to execute, at Assignee's expense, such additional documents as Assignee may request to register and otherwise give full effect to and 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.

3. General Provisions.

This Agreement shall be construed and enforced in accordance with the laws (other than the conflict of law rules) of the State of New York.

This Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees and successors.

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SCHEDULE A

Country	Mark	Reg. No./ (App. No.)	Reg. Date/ (App. Date)
United States	BANANASTOCK	78/740,223	10/25/2005
United States	CREATIVE POWER IN MOTION	3,069,839	3/21/2006
United States	HEMERA and Design	2,838,166	5/4/2004
United States	JUPITERIMAGES	3,016,931	11/22/2005
United States	JUPITERIMAGES	3,176,505	11/28/2006
United States	LIQUID TREAT	3,040,869	1/10/2006
United States	LIQUIDLIBRARY	3,192,174	1/2/2007
United States	UNCOMMON IMAGERY FOR INTELLIGENT DESIGN	3,031,246	12/20/2005
United States	WORKBOOK	3,376,896	2/5/2008