

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
PictureArts Corporation		07/18/2005	CORPORATION: CALIFORNIA
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: 6			
Property Type	Number	Word Mark	
Registration Number:	2617382	BRAND X PICTURES	
Registration Number:	2287871	NONSTOCK	
Registration Number:	2452379	ECHOS	
Serial Number:	76553777	BOTANICA	
Serial Number:	76613903	PICTUREARTS	
Serial Number:	78661099	FOODPIX	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-2254		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Robyn Rahbar, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		

OP \$165.00 2617382

NAME OF SUBMITTER:	Robyn Rahbar
Signature:	/rr/
Date:	09/15/2005
Total Attachments: 6 source=PICARTT_#page1.tif source=PICARTT_#page2.tif source=PICARTT_#page3.tif source=PICARTT_#page4.tif source=PICARTT_#page5.tif source=PICARTT_#page6.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of July 18, 2005 is made by PictureArts Corporation, a California corporation, located at c/o Jupitermedia Corporation, 23 Old Kings Highway South, Darien, Connecticut 06820 (the "Obligor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, 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 Amended and Restated Credit Agreement, dated as of July 18, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Jupitermedia Corporation, a Delaware corporation and a parent of the Obligor ("Borrower"), the Lenders and the 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; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered an Amended and Restated Security Agreement, dated as of July 18, 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 Obligor 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 Obligor 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 Obligor 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 Obligor 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 Obligor'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 Obligor 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 Obligor 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.

PICTUREARTS CORPORATION

By: Chris Cardell
 Name: Christopher S. Cardell
 Title: President, COO & Secretary

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

By: _____
 Name:
 Title:

action by either party and to be effective upon such demand, all of the Obligor'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 Obligor 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 Obligor 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.

PICTUREARTS CORPORATION

By: _____
Name:
Title:

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

By: 
Name: Anthony Galea
Title: Associate

ACKNOWLEDGMENT OF THE OBLIGOR

STATE OF Connecticut)
COUNTY OF Fairfield) ss

On the 7th day of ~~August~~ ^{September}, 2005, before me personally came Christopher Caddell, who is personally known to me to be the President of PictureArts Corporation, a California corporation; who, being duly sworn, did depose and say that she/he is the President 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 **PATRICIA BROWN**
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2009

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) ss
COUNTY OF New York

On the 31st day of August, 2005, before me personally came Anthony Galea, who is personally known to me to be the Associate of JPMorgan Chase Bank, N.A., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Associate 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 **RENEE M. VARGAS**
NOTARY PUBLIC, STATE OF NEW YORK
No. 01VA0080128
QUALIFIED IN KINGS COUNTY
MY COMMISSION EXPIRES SEPT. 9, 2006
(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)
BRAND X PICTURES and Design	2,617,382	9/10/2002
NONSTOCK	2,287,871	10/19/1999
ECHOS	2,452,379	5/22/2001
BOTANICA and Design	(76/553,777)	(10/23/2003)
PICTUREARTS and Design	(76/613,903)	(9/30/2004)
FOODPIX	(78/661,099)	(6/29/05)