

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights (previously recorded at Reel 3161 Frame 0549)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		12/22/2005	National Banking Association:

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: 2

Property Type	Number	Word Mark
Registration Number:	2215560	DEVELOPER.COM
Registration Number:	3016931	JUPITERIMAGES

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7609
 Email: ksolomon@stblaw.com
 Correspondent Name: Kirstie Howard, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1143
NAME OF SUBMITTER:	Kirstie Howard

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Signature:	/kh/
Date:	04/06/2006
Total Attachments: 5 source=JMED3161#page1.tif source=JMED3161#page2.tif source=JMED3161#page3.tif source=JMED3161#page4.tif source=JMED3161#page5.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE effective as of December 22, 2005, from JPMorgan Chase Bank, N.A., with its principal place of business located at 277 Park Avenue, 16th Floor, New York, New York 10172, as Administrative Agent (the "Agent") to Jupitermedia Corporation, a Delaware corporation (the "Borrower"), and JupiterImages Corporation, an Arizona corporation, MCG Finance Corporation IH, a Delaware Corporation, Cretas, L.L.C., a Delaware limited liability company, Dynamic Graphics, Inc., a Delaware corporation and Picturequest Acquisition Company LLC, a Delaware limited liability company (collectively with the Borrower, the "Grantors"), for certain banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of March 7, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and the Agent.

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, the Grantors executed and delivered a Security Agreement, dated as of March 7, 2005, made by the Grantors in favor of the Agent (the "Security Agreement"), whereby a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain Collateral (as defined therein), including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on September 19, 2005, at Reel 003161 and Frame 0549; and

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 adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest, now owned or at anytime acquired by any Grantor, in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademark" 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 Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer on this 28 day of March, 2006.

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

By: _____

Name:

Title:



Anthony Galea
Associate

STATE OF New York)
)
COUNTY OF Kings)

ss.:

On this 28 day of March, 2006, before me personally appeared Anthony Galca to me known who, being by me duly sworn, did depose and say that he/she is Associate of JPMorgan Chase Bank, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMorgan Chase Bank, N.A.

Renee M. Vargas
Notary Public

(Affix Seal Below)

RENEE M. VARGAS
NOTARY PUBLIC, STATE OF NEW YORK
No. 01VA6080128
QUALIFIED IN KINGS COUNTY
MY COMMISSION EXPIRES SEPT. 9, 2006

Schedule A

U.S. Trademark Registrations and Applications

Reel/Frame: 3161/0549

1	Serial #: <u>75189656</u> Mark: DEVELOPER.COM	Filing Dt: 10/29/1996	Reg #: <u>2215560</u>	Reg. Dt: 12/29/1998
2	Serial #: <u>76595363</u> Mark: JUPITERIMAGES	Filing Dt: 06/03/2004	Reg #: <u>3016931</u>	Reg. Dt: 11/22/2005