## 78888

# CH 8190.0

#### Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

 EFFECTIVE DATE:
 08/26/2005

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hemera Technologies Inc.		08/26/2005	CORPORATION: CANADA

#### **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: 7

Property Type	Number	Word Mark
Registration Number:	2838166	HEMERA
Registration Number:	2838165	
Registration Number:	2788156	ABLESTOCK.COM
Registration Number:	2816168	ABLESTOCK
Registration Number:	2774745	THE BIG BOX OF ART
Registration Number:	2720601	PHOTO-OBJECTS
Registration Number:	2671374	HEMERA

#### **CORRESPONDENCE DATA**

Fax Number: (212)728-8111

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 728-8000

Email: vnicolau@willkie.com

Correspondent Name: Emily L. Schonbraun

TRADEMARK REEL: 003149 FRAME: 0463

900031029

	787 Seventh Avenue New York, NEW YORK 10019		
NAME OF SUBMITTER:		Emily L. Schonbraun	
Signature:		/emilylschonbraun/	
Date:		08/29/2005	
Total Attachments: 3 source=HEMERA.assignment doc#page1.tif source=HEMERA.assignment doc#page2.tif source=HEMERA.assignment doc#page3.tif			

#### **EXECUTION COPY**

#### TRADEMARK ASSIGNMENT

This Trademark Assignment is made on this day of August, 2005 (the "Trademark Assignment") between Hemera Technologies Inc., a Canadian corporation ("Assignor"), and Jupitermedia Corporation, a Delaware corporation ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks and service marks listed on the attached Schedule A, all applications and registrations pertaining thereto, all common law rights and domain name rights associated therewith, together with all goodwill arising from the use of and symbolized by said trademarks (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 dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, 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.

Assignor hereby agrees to execute upon the request of Assignee such additional documents as are necessary to continue, secure, defend, register, and otherwise give full effect to and to 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.

IN WITNESS WHEREOF, the undersigned have executed this Assignment on the date first written above.

HEMERA TECHNOLOGIES INC.

Name:

Christopher S. Cardell

Title:

President

STATE OF CONNECTICUT)

COUNTY OF Fairfield) ss

On this 26 day of August, 2005, before me personally appeared CHRISTOPHER S. CARDELL, to me personally known, who, being duly sworn, did say that he is the President of Hemera Technologies Inc. and that he duly executed the foregoing instrument for and on behalf of Hemera Technologies Inc. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

PATRICIA BROWN
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2009

JUPITERMEDIA CORPORATION

Name:

Mitchell S. Eisenberg

Title:

VP and General Counsel

STATE OF CONNECTICUT)

COUNTY OF fairfield) ss:

On this Zoth day of August, 2005, before me personally appeared MITCHELL S. EISENBERG, to me personally known, who, being duly sworn, did say that he is the VP and General Counsel of Jupitermedia Corporation and that he duly executed the foregoing instrument for and on behalf of Jupitermedia Corporation being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

PATRICIA BROWN
NOTARY PUBLIC
MYCOMMISSION EXPIRES MAY 31, 2009

### SCHEDULE A

#### Trademarks

Trademark	Registration Number	Registration Date	Country
HEMERA (and design)	2838166	5/4/2004	U.S.
Design Only (Sun Logo)	2838165	5/4/2004	U.S.
ABLESTOCK.COM	2788156	12/2/2003	U.S.
ABLESTOCK	2816168	2/24/2004	U.S.
THE BIG BOX OF ART	2774745	10/21/2003	U.S.
PHOTO-OBJECTS	2720601	6/3/2003	U.S.
HEMERA	2671374	1/7/2003	U.S.

2956721.2 TRADE! RECORDED: 08/29/2005 REEL: 003149 I