

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Incise Media Plc		08/05/2005	Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Incise Interactive Marketing LLC		
<b>Street Address:</b>	270 Lafayette St.		
<b>Internal Address:</b>	Suite 700		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10012		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2514183	SEARCH ENGINE STRATEGIES	
Registration Number:	2253037	SEARCHENGINEWATCH	
Registration Number:	2581254	CLICKZ	
Registration Number:	2378536	CLICKZ	
Registration Number:	2590771	CLICKZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)732-3232		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-732-3200		
<b>Email:</b>	melnick@clm.com		
<b>Correspondent Name:</b>	Diane B. Melnick		
<b>Address Line 1:</b>	2 Wall St.		
<b>Address Line 4:</b>	New York, NEW YORK 10005		

**CH \$140.00 2514183**

ATTORNEY DOCKET NUMBER:	INC02 005
NAME OF SUBMITTER:	Diane B. Melnick
Signature:	/diane melnick/
Date:	01/25/2006
<p>Total Attachments: 6 source=INCISIVE MEDIA to INCISIVE INTERACTIVE assignment#page1.tif source=INCISIVE MEDIA to INCISIVE INTERACTIVE assignment#page2.tif source=INCISIVE MEDIA to INCISIVE INTERACTIVE assignment#page3.tif source=INCISIVE MEDIA to INCISIVE INTERACTIVE assignment#page4.tif source=INCISIVE MEDIA to INCISIVE INTERACTIVE assignment#page5.tif source=INCISIVE MEDIA to INCISIVE INTERACTIVE assignment#page6.tif</p>	

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is made as of August 5, 2005 by and between Incisive Media Plc, a limited company registered in England and Wales with its principal place of business at Haymarket House, 28-29 Haymarket, London, SW1Y 4RX, United Kingdom ("Assignor"), and Incisive Interactive Marketing LLC, a Delaware limited liability company with its principle place of business located at 270 Lafayette Street, Suite 700, New York, N.Y. 10012 ("Assignee").

### BACKGROUND

WHEREAS, Assignor owns the trademarks and service marks, and the applications and registrations thereof, which are identified in Schedule A attached hereto (collectively, the "Trademarks");

WHEREAS, Assignor acquired the Trademarks pursuant to that certain Trademark Assignment Agreement, dated as of August 5, 2005, by and between Assignor and Jupitermedia Corporation, a Delaware corporation ("Seller"), which was executed and delivered in connection with the August 5, 2005 closing of the transactions contemplated by that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of August 2, 2005, by and between Assignor and Seller, under which Assignor acquired the SES Business (as defined in the Purchase Agreement), including the Trademarks, from Seller;

WHEREAS, Assignee is an indirect wholly-owned subsidiary of Assignor;

WHEREAS, pursuant to that certain Business Transfer Agreement ("Transfer Agreement"), dated August 5, 2005, by and between Assignor and Assignee, Assignor agreed to sell and transfer the SES Business, including the Trademarks, to Assignee, with such sale and transfer to occur simultaneously with the closing of the transactions contemplated by the Purchase Agreement; and

WHEREAS, pursuant to the terms and conditions of the Transfer Agreement, the parties wish to execute and deliver this Assignment for the purpose of assigning the Trademarks, including all of the Assignor's right, title and interest in and to the Trademarks, whether registered or at common law, and the United States and foreign applications and registrations therefor, together with all goodwill associated with or symbolized by the Trademarks, to Assignee.

NOW, THEREFORE, to effect such transactions and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

## TERMS

1. Assignment. Assignor hereby sells, conveys, transfers and assigns to Assignee, and Assignee hereby receives, acquires and accepts, all of Assignor's right, title and interest in and to the Trademarks and the use thereof, the applications and registrations of such Trademarks, as set forth in Schedule A, all past, present and future applications and registrations therefor and extensions and renewals thereof, together with all of the business associated with the Trademarks and all of the goodwill associated with or symbolized by the Trademarks, the right to sue for past, present and future infringement of the Trademarks and the right to any other claim arising out of or relating to the use and ownership of the Trademarks, and all rights corresponding with the foregoing throughout the world.

2. Rights Cumulative; Conflict With Transfer Agreement. The rights, duties and obligations of the parties hereunder shall be cumulative and in addition to the rights, duties and obligations of the parties under the Transfer Agreement. Nothing herein shall be deemed to limit the rights, duties and obligations of the parties under the Transfer Agreement and, to the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Transfer Agreement, the terms and conditions of the Transfer Agreement shall govern, supersede and prevail.

3. Further Assurances. Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances as may reasonably be requested by Assignee to obtain the full benefit of this Assignment, including, without limitation, in connection with the recordal of this Assignment in the United States and any non-U.S. jurisdiction.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

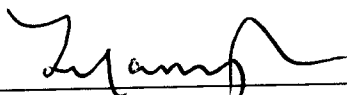
6. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their respective duly authorized representatives as of the date first set forth above.

Assignor:

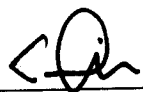
INCISIVE MEDIA PLC

By:   
Name: J N CAMPBELL-HARRIS  
Title: TREASURER

Assignee:

INCISIVE INTERACTIVE MARKETING LLC

By: Incisive RWG, Inc., its managing member

By:   
Name: TIM WALLER  
Title: PRESIDENT

*[Signature Page to Trademark Assignment Agreement]*

SCHEDULE A  
TRADEMARKS

Mark	Country/Region	Reg No./App No.	Status <sup>1</sup>	Reg/App Date
SEARCH ENGINE STRATEGIES	Australia	929416	GRANTED	10/03/2002
SEARCH ENGINE STRATEGIES	Canada	572,282	GRANTED	12/13/2002
SEARCH ENGINE STRATEGIES	China	Unknown	PENDING	07/12/2002
SEARCH ENGINE STRATEGIES	China	Unknown	PENDING	07/25/2005
SEARCH ENGINE STRATEGIES	China	Unknown	PENDING	07/25/2005
SES	China	Unknown	PENDING	07/12/2005
SES	China	Unknown	PENDING	07/25/2005
SES	China	Unknown	PENDING	07/25/2005
SEARCH ENGINE STRATEGIES	Denmark	VA2000 02568	GRANTED	02/09/2001
SEARCH ENGINE STRATEGIES	Denmark	VA2002 01332	GRANTED	01/07/2003
SEARCHENGINE STRATEGIES	European Community	4227501	PENDING	12/21/2004
SEARCH ENGINE STRATEGIES	Finland	T200002025	GRANTED	12/14/2001
SEARCH ENGINE STRATEGIES	Finland	T200201018	PENDING	04/02/2002
SEARCH ENGINE STRATEGIES	France	003034895	GRANTED	06/16/2000
SEARCH ENGINE STRATEGIES	Germany	30355507.6	PENDING	10/23/2003
SEARCH ENGINE STRATEGIES	India	1237426	PENDING	09/16/2003
SEARCH ENGINE STRATEGIES	Italy	T02000C002234	PENDING	07/06/2000
SEARCH ENGINE STRATEGIES	Japan	4,576,379	GRANTED	06/14/2002
SEARCH ENGINE STRATEGIES	Norway	213599	GRANTED	03/14/2002
SEARCH ENGINE STRATEGIES	Norway	224387	GRANTED	09/23/2004
SEARCH ENGINE STRATEGIES	Singapore	T02/15919B	GRANTED	10/11/2002
SEARCH ENGINE STRATEGIES	South Africa	2000/1192	GRANTED	06/12/2000
SEARCH ENGINE STRATEGIES	Sweden	356219	GRANTED	06/14/2002

<sup>1</sup> "GRANTED" indicates a registration and "PENDING" indicates an application.

Mark	Country/Region	Reg No./App No.	Status <sup>1</sup>	Reg/App Date
SEARCH ENGINE STRATEGIES	Sweden	361193	GRANTED	05/23/2003
SEARCHENGINE STRATEGIES	United Kingdom	2380924	PENDING	12/21/2004
SEARCH ENGINE STRATEGIES	United States	2,514,183	GRANTED	12/04/2001

Mark	Country/Region	Reg. No./App. No.	Status	Reg/App Date
SEARCHENGINEWATCH	Australia	A781765	GRANTED	12/23/1998
SEARCHENGINEWATCH	Canada	565,781	GRANTED	08/14/2002
SEARCHENGINEWATCH	China	1407551	GRANTED	04/14/2000
SEARCHENGINEWATCH	Colombia	242929	GRANTED	10/04/2001
SEARCHENGINEWATCH	Colombia	219524	GRANTED	08/17/1999
SEARCHENGINEWATCH	European Community	1038140	GRANTED	03/07/2000
SEARCHENGINEWATCH	France	99783485	GRANTED	03/29/1999
SEARCHENGINEWATCH	Germany	39900989.2	GRANTED	03/22/1999
SEARCHENGINEWATCH	Hong Kong	B10035	GRANTED	12/24/1998
SEARCHENGINEWATCH	Hong Kong	B10036	GRANTED	12/24/1998
SEARCHENGINEWATCH	Mexico	619892	GRANTED	01/19/1999
SEARCHENGINEWATCH	Mexico	611172	GRANTED	01/19/1999
SEARCHENGINEWATCH	Sweden	99-00252	GRANTED	03/24/2005
SEARCHENGINEWATCH	United Kingdom	2183970	GRANTED	044/05/2002
SEARCH ENGINE WATCH	United Kingdom	2212220	GRANTED	02/16/2001
SEARCHENGINEWATCH	United States	2,253,037	GRANTED	06/15/1999

Mark	Country/Region	Reg No./App No.	Status	Reg/App Date
CLICKZ	Benelux	0973354	GRANTED	02/12/2002
CLICKZ NETWORK and Design	Brazil	826636330	PUBLISHED	06/14/2004
CLICKZ	Denmark	VA 2000-03923	GRANTED	02/28/2001
CLICKZ	European Union	1852474	PENDING	09/13/2000
CLICKZ	France	003053542	GRANTED	09/25/2000

Mark	Country/Region	Reg No./App No.	Status	Reg/App Date
CLICKZ	Germany	30069390.7	GRANTED	03/12/20010
CLICKZ	Italy	TO2000C003353	PENDING	10/16/2000
CLICKZ	Norway	2000.11023	GRANTED	12/13/2001
CLICKZ	Russian Federation	2000723664	GRANTED	07/02/2002
CLICKZ	Spain	2343875	PENDING	09/14/2000
CLICKZ	Sweden	00-07027	GRANTED	02/08/2002
CLICKZ	Taiwan	89053783	GRANTED	07/16/2001
CLICKZ	United Kingdom	2245420	GRANTED	08/17/2001
CLICKZ	United States	76/131,490	GRANTED	06/18/2002
CLICKZ	United States	75/527,546	GRANTED	08/22/2000
CLICKZ	United States	76/131,489	GRANTED	07/09/2002