

05-12-2003

KL Ref. No.: 056234/10



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

FORM PTO-1594
(Rev. 6-93)

R

102444936

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)
TMP, INC.

5-7-03

- Individual(s)
- General Partnership
- Corporation - State - California
- Association
- Limited Partnership
- Other

Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies)
Name: FLEET NATIONAL BANK

Internal Address:

Street Address: 1185 Avenue of the Americas

City: New York State: New York Zip: 10036

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other - National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

OFFICE OF FINANCIAL RECORDS
2003 MAY -7 AM 9:55
FINANCE SECTION

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other Security Interest

Execution Date: 5/1/2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/141,446

B. Trademark Registration No.(s)

Additional numbers attached? Yes No (see attached schedule)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brenda Reilly

Internal Address: Kramer Levin Naftalis & Frankel LLP

Street Address: 919 Third Avenue

City: New York State: New York Zip: 10022

6. Total number of applications and registrations involved.....48

7. Total fee (37 CFR 3.41) \$1215.00

- Enclosed
- Authorized to be charged to deposit account # 50-0540

8. Deposit account number: 50-0540
(Attach duplicate copy of this page if paying by deposit account)

Do not use this space

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Katherine Meyer

Name of Person Signing

Katherine Meyer
Signature

5/7/2003

Date

Total number of pages including cover sheet, attachments, and document: 7

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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01 FC:8521 40.00 UP
02 FC:8522 1175.00 UP

KL3/2265155.1

TRADEMARK
REEL: 002727 FRAME: 0441

SCHEDULE A

(TMP, Inc.)

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
3G923US0	ALERT MONSTER DESIGN	10/5/2000	76/141,446			PENDING	35
3H106US0	BE HAPPY	12/21/2000	76/184,493			PENDING	35
3F595US1	BOOMBAND	8/27/2002	78/158,228			PENDING	35,36,38 45
3H560US0	CAREER OPERATING SYSTEM	5/4/2001	76/251,472	9/17/2002	2,620,568	REGISTERED	35
3G775US0	CHIEF MONSTER	8/2/2000	76/101,299	9/4/2001	2,485,040	REGISTERED	35
3H846US0	COLLEGELINK	4/10/1991	74/155,126	5/18/1993	1,772,126	REGISTERED	09,16,41
3F652US0	DECLARE YOUR INDEPENDENCE	8/2/1999	75/766,151	8/7/2001	2,475,012	REGISTERED	35,38
3H063US0	ETEMPS	6/16/1999	75/746,005	4/11/2000	2,341,434	REGISTERED	35
3H655US0	FETCH YOUR NEXT JOB HERE	5/26/2000	76/057,889			PENDING	35
3H651US0	FLIPDOG	1/20/2000	75/901,033	3/19/2002	2,550,820	REGISTERED	35,42
3H652US0	FLIPDOG.COM	1/20/2000	75/901,200	9/3/2002	2,613,792	REGISTERED	35,42
3H563US0	GET MONSTER	5/4/2001	76/251,469			PENDING	35
3H107US0	HAPPY?	12/21/2000	76/184,494			PENDING	35
3F474US0	HOT RESUMES	5/13/1999	75/707,547			ALLOWED	35
3F598US0	INTERNCENTER	12/2/1998	75/597,990	1/9/2001	2,418,655	REGISTERED	41,42
3F655US0	IPO INDEPENDENT PROFESSIONAL OFFERING	7/13/1999	75/749,187			ALLOWED	35
3H104US0	JOB GOOD. LIFE GOOD.	12/21/2000	76/184,397			PENDING	35
3h061US1	JOBTRAK & Design	6/23/1998	75/514,776	6/27/2000	2,361,304	REGISTERED	35
3h061US0	JOBTRAK (Stylized)	8/22/1988	73/747,568	4/11/1989	1,534,594	REGISTERED	35
3H066US0	JOBTRAK.COM	10/18/2000	76/148,559	6/4/2002	2,575,569	REGISTERED	35
3E047US0	JOBZILLA	9/12/1997	75/356,138	11/27/2001	2,512,941	REGISTERED	42
3H848US0	MAKING COLLEGE COUNT	1/26/1998	75/422,800	9/21/1999	2,280,046	REGISTERED	09
3H849US0	MAKING HIGH SCHOOL COUNT	5/21/1999	75/714,938	6/19/2001	2,462,522	REGISTERED	09,16,41
3H654US0	MISCELLANEOUS DESIGN (DOG JAKE)	5/31/2000	76/059,777	9/25/2001	2,492,277	REGISTERED	35
3H653US0	MISCELLANEOUS DESIGN (DOG)	1/26/2000	75/903,166	7/30/2002	2,601,932	REGISTERED	35,42
3E019US0	MONSTER	9/12/1997	75/356,137	5/9/2000	2,347,985	REGISTERED	42
3K074US0	MONSTER CAMPUS	8/20/2002	78/155,833			PENDING	35
3F940US0	MONSTER CERTIFICATION	2/17/2000	75/922,186			ALLOWED	35
3F290US0	MONSTER ICON	2/17/1999	75/642,408	1/23/2001	2,422,693	REGISTERED	35,42
3G734US0	MONSTER LEARNING	7/26/2000	76/096,720	8/6/2002	2,605,577	REGISTERED	41,42
3F604US0	MONSTER TALENT MARKET	6/21/1999	75/732,700	3/26/2002	2,553,290	REGISTERED	35
3F939US0	MONSTER UNIVERSITY	2/16/2000	75/921,133			ALLOWED	41

3F941US0	MONSTER VALIDATION	2/17/2000	75/922,185			ALLOWED	35
3F278US0	MONSTER.COM	2/17/1999	75/642,407	11/14/2000	2,403,411	REGISTERED	35
3H353US0	MONSTERTRAK	2/27/2001	76/217,689			ALLOWED	35
3H075US0	NEVER SETTLE	12/13/2000	76/180,106			PENDING	35
3H065US0	RESUMETRAK	1/18/2000	75/897,998	11/14/2000	2,404,430	REGISTERED	35
3G921US0	SKEETER MONSTER DESIGN	10/5/2000	76/141,447			PENDING	35
3F596US0	STUDENT CENTER LOGO	12/2/1998	75/597,989	6/4/2002	2,574,872	REGISTERED	35,42
3F597US0	STUDENTCENTER	12/2/1998	75/597,988	11/28/2000	2,407,750	REGISTERED	42,35
3F651US0	TALENT MARKET	7/13/1999	75/749,186			ALLOWED	35
3G920US0	TECHNOPILLAR MONSTER DESIGN	10/5/2000	76/141,448	7/16/2002	2,593.892	REGISTERED	35
3E213US0	THE MONSTER BOARD	6/14/1995	74/688,061	6/18/1996	1,980,998	REGISTERED	42
3F637US0	THERE'S A BETTER JOB OUT THERE	8/2/1999	75/766,150	1/16/2001	2,420,885	REGISTERED	35
3H105US0	THINK BIG	12/21/2000	76/184,492			PENDING	35
3G919US0	TRUMPASSAURUS MONSTER DESIGN	10/5/2000	76/141,449			PENDING	35
3F600US0	VIRTUAL INTERVIEW	12/2/1998	75/597,984			PENDING	42
3H074US0	YOU THE MONSTER	12/13/2000	76/180,108			ALLOWED	35

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of May 1, 2003 is made by TMP, INC., a California corporation (the "Grantor"), in favor of the Administrative Agent (defined below) for the several banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of April 7, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TMP WORLDWIDE INC., a Delaware corporation now known as MONSTER WORLDWIDE, INC. ("TMP"), TMP WORLDWIDE LIMITED ("TMPWL"), an indirect wholly owned subsidiary of TMP organized under the laws of the United Kingdom, BARTLETT SCOTT EDGAR LIMITED ("BSEL", with TMPWL, the "UK Borrowers"), an indirect wholly owned subsidiary of TMP organized under the laws of the United Kingdom, the other "Subsidiary Borrowers" party from time to time hereto (each a "Borrower," collectively the "Borrowers"), the Lenders, FLEET NATIONAL BANK, as sole lead arranger (in such capacity, the "Lead Arranger") and as administrative agent (in such capacity, the "Administrative Agent"), THE ROYAL BANK OF SCOTLAND PLC, as syndication agent (in such capacity, the "Syndication Agent"), and LA SALLE BANK NATIONAL ASSOCIATION, as documentation agent (in such capacity, the "Documentation 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 Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, TMP and certain of its subsidiaries have executed and delivered a Guarantee and Collateral Agreement, dated as of April 7, 2003, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor 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 Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative 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 Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Agents and the Lenders (and any affiliates of any Lender to which Borrower Hedge Agreement Obligations are owing), a security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto) now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, and to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing, as collateral security for the prompt and complete payment and performance when due of the Grantor's Obligations; provided, however, except to the extent that any Requirement of Law or the term in any contract, license, agreement, instrument or other document or shareholder or similar agreement providing for a prohibition, breach, default or termination or requiring a consent is ineffective under applicable law, that notwithstanding any of the other provisions set forth in this Section, this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by such Requirements of Law of a Governmental Authority, requires such consent not obtained of any Governmental Authority pursuant to such Requirement of Law or is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, such contract, license, agreement, instrument or other document evidencing or giving rise to such property or, in the case of any Investment Property, Pledged Stock or Pledged Note, any applicable shareholder or similar agreement.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor 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 Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral 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 Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

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.

FLIPDOG, INC.

By: 

Name: Andrew J. McKelvey

Title: President

FLEET NATIONAL BANK
as Administrative Agent for the Lenders

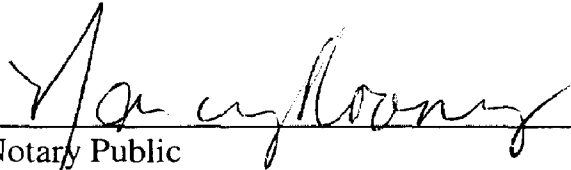
By: 

Name: Thomas J. Levy

Title: Senior Vice President

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On the 1st day of May, 2003, before me personally came Andrew J. McKelvey, who is personally known to me to be the President of TMP, Inc., a California corporation, who, being duly sworn, did depose and say that he is the President in such corporation, the corporation described in and which executed the foregoing instrument; he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

(PLACE STAMP AND SEAL ABOVE)

NANCY ROONEY
NOTARY PUBLIC, State of New York
No. 4873359
Qualified in Suffolk County
Term Expires Oct. 6, 2006.