

05-12-2003

KL Ref. No.: 056234/10

FORM PTO-1594

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U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

102445003

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks and Assignments, original documents or copy thereof.

1. Name of conveying party(ies)  
**US MOTIVATION, INC.** **5-7-03**

Individual(s)  
 General Partnership  
 Corporation - State - Delaware  
 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 RECORDS & COMMUNICATIONS  
 2003 MAY -7 AM 9:59  
 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)  
 B. Trademark Registration No.(s) **1,962,161**

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**

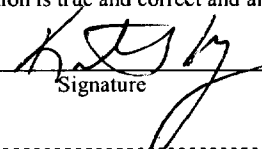
6. Total number of applications and registrations involved.....**2**

7. Total fee (37 CFR 3.41) ..... **\$65.00**  
 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**  **5/7/2003**  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **6**

Do not detach this portion

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

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

RFCST.PTO

05/09/2003 ECOUPER 0000062 1962161

01 FC:8521 40.00 UP  
02 FC:8522 25.00 UP

KL3:2265157.1

TRADEMARK  
REEL: 002729 FRAME: 0432

# SCHEDULE A

(US Motivation, Inc.)

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
3K132US0	USMOTIVATION	6/3/1992	74/281,561	3/12/1996	1,962,161	REGISTERED	35,39
3K132US1	USMOTIVATION	1/6/1993	74/345,993	1/3/1995	1,871,513	REGISTERED	35,42

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 US MOTIVATION, INC., a Delaware 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.

FASTWEB, INC.

By: 

Name: Andrew J. McKeivey  
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 1<sup>st</sup> day of May, 2003, before me personally came Andrew J. McKelvey, who is personally known to me to be the President of US Motivation, Inc., a Delaware 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. 4873358**  
**Qualified in Suffolk County**  
**Term Expires Oct. 8, 2006**