

05-12-2003

KL Ref. No.: 056234/10

FORM PTO-1594
(Rev. 6-93)

RECC



102444938

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies)
MONSTER WORLDWIDE, INC. **5-703**

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

OFFICE OF SPECIAL RECORDS
 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**

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

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

A. Trademark Application No.(s) **75/281,408** 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..... **26**

7. Total fee (37 CFR 3.41) **\$665.00**

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 *[Signature]* **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. 20531

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.

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 02 FC:8522 625.00 00

RFCST.PTO

SCHEDULE A

(Monster Worldwide, Inc.)

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
3G130US0	BE THE BOSS	4/25/1997	75/281,408	6/2/1998	2,161,837	REGISTERED	35
3G038US0	CERTIFACTS ONLINE	12/17/1999	75/872,932	11/7/2000	2,402,140	REGISTERED	42
3E380US0	CERTIFAX	1/22/1998	75/421,828	11/23/1999	2,294,015	REGISTERED	42
3E381US0	CERTIFIEDDOCTOR	1/22/1998	75/421,827	7/20/1999	2,263,820	REGISTERED	42
3K477US0	CLASSMAKER	2/13/2003	78/214,520			PENDING	35
3E785US0	CONNECTIONS	12/17/1996	75/214,752	6/9/1998	2,163,493	REGISTERED	16
3H231US0	GLOBAL KNOWLEDGE CENTER	1/23/2001	76/199,535	8/13/2002	2,608,333	REGISTERED	5
3E217US0	GLOBE LOGO	9/19/1996	75-168,924	4/21/1998	2,151,853	REGISTERED	35,38
3G393US0	MICROSURF	12/3/1998	75/599,288	4/4/2000	2,337,847	REGISTERED	36
3G451US0	MONSTER MORTGAGE	5/30/2000	76/059,346			ALLOWED	36
3G339US0	MONSTER MOVES	6/19/2000	76/073,882			PENDING	35,42
3G338US0	MONSTER MOVING	6/19/2000	76/073,881	11/12/2002	2,648,039	REGISTERED	35,36,37 39,42
3J120US0	MONSTER OFFICE HQ	11/30/2001	76/343,901			PENDING	35
3h036US0	MONSTER RELOCATION	12/20/2000	76/185,109			ALLOWED	35,36,37 39,42
3H393US0	MONSTERMOVING.COM	3/13/2001	76/224,201	11/12/2002	2,648,506	REGISTERED	36,39
3H596US0	MOVER'S EDGE MAGAZINE	5/18/2001	76/258,938			ALLOWED	16,42
3G473US0	MOVING-GUIDE	7/11/2000	76/086,717	4/9/2002	2,560,624	REGISTERED	35
3G183US0	OUR BUSINESS GIVES YOU TIME TO DO YOURS	6/18/1997	75-310,878	11/24/1998	2,205,187	REGISTERED	35
3G399US0	QUICKPOST	5/11/2000	76/045,751	5/7/2002	2,566,648	REGISTERED	35
3K434US0	RESUMEWARE	10/12/1999	75/819,502	10/31/2000	2,401,129	REGISTERED	35
3H035US0	TMP RELOCATION	12/20/2000	76/185,108			ALLOWED	35,36,37 39,42
3E214US0	TMP WORLDWIDE	9/19/1996	75/168,922	4/14/1998	2,150,279	REGISTERED	35,,38
3F613US0	TMP WORLDWIDE AND GLOBE LOGO	9/19/1996	75/168,923	4/21/1998	2,151,852	REGISTERED	35,,38
3F473US0	TMP.COM	5/13/1999	75/707,549			ALLOWED	35
3H073US0	TMP.WORLDWIDE in Design With Globe Logo	12/5/2001	76/346,004			PENDING	35
3F612US0	WEB DRAGON	5/2/2000	76/038,380	2/19/2002	2,539,429	REGISTERED	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 MONSTER WORLDWIDE, INC., a Delaware corporation formerly known as TMP WORLDWIDE INC. (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 the Grantor, TMP WORLDWIDE LIMITED ("TMPWL"), an indirect wholly owned subsidiary of the Grantor organized under the laws of the United Kingdom, BARTLETT SCOTT EDGAR LIMITED ("BSEL", with TMPWL, the "UK Borrowers"), an indirect wholly owned subsidiary of the Grantor 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, the Grantor 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.

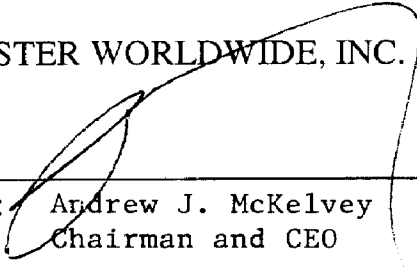
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee 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.

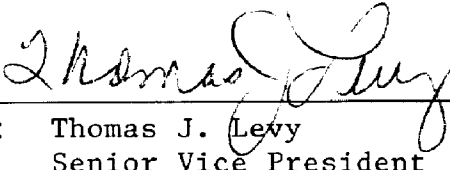
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

MONSTER WORLDWIDE, INC.

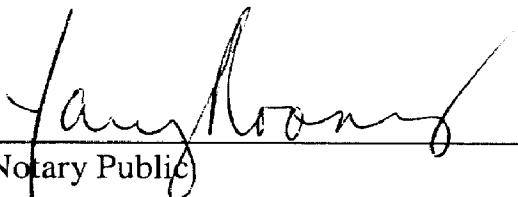
By: 
Name: Andrew J. McKelvey
Title: Chairman and CEO

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 Chairman and CEO of Monster Worldwide, Inc., a Delaware corporation, who, being duly sworn, did depose and say that he is the Chairman and CEO in such corporation, the corporation described in and which executed the foregoing instrument; that she/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.