

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Release of Security Interest |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------|----------|----------------|--|
| Bank of America, N.A. | | 06/01/2005 | National Banking Association: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------|
| Name: | Monster Worldwide, Inc. |
| Street Address: | 622 Third Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10017 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 13

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------|
| Registration Number: | 2402140 | CERTIFACTS ONLINE |
| Registration Number: | 2294015 | CERTIFAX |
| Registration Number: | 2263820 | CERTIFIEDDOCTOR |
| Registration Number: | 2608333 | GLOBAL KNOWLEDGE CENTER |
| Registration Number: | 2337847 | MICROSURF |
| Registration Number: | 2560624 | MOVING-GUIDE |
| Registration Number: | 2150279 | TMP WORLDWIDE |
| Registration Number: | 2151852 | TMP WORLDWIDE |
| Registration Number: | 2749473 | TMP.WORLDWIDE |
| Registration Number: | 2565637 | CLICKMAPS |
| Registration Number: | 2472144 | CLICKMAPS |
| Registration Number: | 2332562 | IN2 |
| Registration Number: | 2151853 | |

OP \$340.00 2402140

CORRESPONDENCE DATA

Fax Number: (212)527-7700

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

Email: tmdocket@darbylaw.com

Correspondent Name: Darby & Darby P.C.

Address Line 1: P.O. Box 5257

Address Line 4: New York, NEW YORK 10150-5257

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|--------------------|-------------------|
| NAME OF SUBMITTER: | Randi S. Miller |
| Signature: | /randi s. miller/ |
| Date: | 06/01/2005 |

Total Attachments: 3

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**RELEASE OF SECURITY INTEREST
IN CERTAIN INTELLECTUAL PROPERTY**

This Release of Security Interest in Certain Intellectual Property (the "Agreement") is made and entered into this 1st day of June, 2005 by **Bank of America, N.A.**, a Delaware National Banking Association ("Secured Party").

W I T N E S S E T H :

WHEREAS, the Secured Party entered into an Assignment of Security Interest Agreement dated January 14, 2005 with Fleet Bank, N.A., a National Banking Association with a principal place of business of 1185 Avenue of the Americas, New York 10036 regarding certain trademarks owned by each of Monster Worldwide, Inc., in2, Inc., and Moving.com Inc. (formerly known as Monstermoving.com, Inc.) (each a "Guarantor" and collectively the "Guarantors"), each with their principal place of business located at 622 Third Avenue, 39th Floor, New York, New York 10017 (the "Assignment of Security Agreement");

WHEREAS the Assignment of Security Agreement was recorded with the United States Patent and Trademark Office against the Guarantors' Federal Registrations listed in Schedule A ("Intellectual Property");

WHEREAS, each Guarantor has satisfactorily performed its obligations defined in the Security Agreement; and

WHEREAS, the Secured Party has agreed to release its security interest;

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Secured Party hereby releases in its entirety its security interest in each Guarantor's right, title, and interest in, to, and under the Intellectual Property, and hereby agrees to take any actions and to execute any further documents necessary or reasonably requested by Guarantors to effectuate or evidence such release.

2. Secured Party hereto authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any equivalent official of any foreign country, to record this Agreement against the Intellectual Property.

3. This Agreement may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

4. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written, intending to be legally bound.

BANK OF AMERICA, N.A., as Secured
Party

By: 

Name: Thomas J. Levy
Title: Senior Vice President

Schedule A

| MARK | COUNTRY | REFERENCE# | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|---|---------|-------------|------------|------------|------------|-----------|------------|---------|
| <u>Monster Worldwide, Inc.</u> | | | | | | | | |
| CERTIFACTS ONLINE | | | | | | | | |
| UNITED STATES | | 300G038-US0 | 12/17/1999 | 75/872,932 | 11/7/2000 | 2,402,140 | REGISTERED | 42 |
| CERTIFAX | | | | | | | | |
| UNITED STATES | | 300E380-US0 | 1/22/1998 | 75/421,828 | 11/23/1999 | 2,294,015 | REGISTERED | 42 |
| CERTIFIEDDOCTOR | | | | | | | | |
| UNITED STATES | | 300E381-US0 | 1/22/1998 | 75/421,827 | 7/20/1999 | 2,263,820 | REGISTERED | 42 |
| GLOBAL KNOWLEDGE CENTER | | | | | | | | |
| UNITED STATES | | 300H231-US0 | 1/23/2001 | 76/199,535 | 8/13/2002 | 2,608,333 | REGISTERED | 5 |
| GLOBE LOGO | | | | | | | | |
| UNITED STATES | | 300E217-US0 | 9/19/1996 | 75/168,924 | 4/21/1998 | 2,151,853 | REGISTERED | 35,38 |
| MICROSURF | | | | | | | | |
| UNITED STATES | | 300G393-US0 | 12/3/1998 | 75/599,288 | 4/4/2000 | 2,337,847 | REGISTERED | 36 |
| MOVING-GUIDE | | | | | | | | |
| UNITED STATES | | 300G473-US0 | 7/11/2000 | 76/086,717 | 4/9/2002 | 2,560,624 | REGISTERED | 35 |
| TMP WORLDWIDE | | | | | | | | |
| UNITED STATES | | 300E214-US0 | 9/19/1996 | 75/168,922 | 4/14/1998 | 2,150,279 | REGISTERED | 35,38 |
| TMP WORLDWIDE AND GLOBE LOGO | | | | | | | | |
| UNITED STATES | | 300F613-US0 | 9/19/1996 | 75/168,923 | 4/21/1998 | 2,151,852 | REGISTERED | 35,,38 |
| TMP.WORLDWIDE in Design With Globe Logo | | | | | | | | |
| UNITED STATES | | 300H073-US0 | 12/5/2001 | 76/346,004 | 8/12/2003 | 2,749,473 | REGISTERED | 35 |
| <u>in2, Inc.</u> | | | | | | | | |
| CLICKMAPS | | | | | | | | |
| UNITED STATES | | 300G718-US0 | 4/22/1999 | 75/688,800 | 4/30/2002 | 2,565,637 | REGISTERED | 42 |
| UNITED STATES | | 300G718-US2 | 4/22/1999 | 75/688,648 | 7/24/2001 | 2,472,144 | REGISTERED | 35 |
| IN2 | | | | | | | | |
| UNITED STATES | | 300G717-US0 | 4/22/1999 | 75/688,810 | 3/21/2000 | 2,332,562 | REGISTERED | 35 |
| Moving.com Inc. (formerly known as <u>Monstermoving.com, Inc.</u>) | | | | | | | | |
| ADDRESS CENTRAL | | | | | | | | |
| UNITED STATES | | 300G670-US0 | 5/18/1998 | 75/486,344 | 11/28/2000 | 2,409,137 | REGISTERED | 35 |
| MOVENOW | | | | | | | | |
| UNITED STATES | | 300G663-US0 | 1/21/1999 | 75/624,265 | 10/3/2000 | 2,392,239 | REGISTERED | 16 |
| THE ADDRESS EXPRESS | | | | | | | | |
| UNITED STATES | | 300G664-US0 | 3/17/1993 | 74/368,702 | 7/5/1994 | 1,843,288 | REGISTERED | 42 |
| UNITED STATES | | 300G669-US0 | 3/17/1993 | 74/369,515 | 7/26/1994 | 1,847,359 | REGISTERED | 16 |
| V & DESIGN | | | | | | | | |
| UNITED STATES | | 300G703-US0 | 9/10/1999 | 75/796,557 | 9/12/2000 | 2,385,463 | REGISTERED | 35 |