

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TMP Directional Marketing, LLC		06/01/2005	limited liability company: DELAWARE

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC, as Agent
Street Address:	4445 Willard Avenue
Internal Address:	12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	limited liability company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2402140	CERTIFACTS ONLINE
Registration Number:	2294015	CERTIFAX
Registration Number:	2263820	CERTIFIEDDOCTOR
Registration Number:	2565637	CLICKMAPS
Registration Number:	2472144	CLICKMAPS
Registration Number:	2332562	IN2

CORRESPONDENCE DATA

Fax Number: (312)577-4752
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: penelope.johnson@kattenlaw.com
 Correspondent Name: Penelope S. Johnson
 Address Line 1: 525 W. Monroe Street
 Address Line 2: c/o Katten Muchin Rosenman LLP
 Address Line 4: Chicago, ILLINOIS 60661

TRADEMARK

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NAME OF SUBMITTER:	Penelope S. Johnson
Signature:	/Penelope S. Johnson/
Date:	06/02/2005
Total Attachments: 6 source=C18N-Exchange-06022005-174704#page1.tif source=C18N-Exchange-06022005-174704#page2.tif source=C18N-Exchange-06022005-174704#page3.tif source=C18N-Exchange-06022005-174704#page4.tif source=C18N-Exchange-06022005-174704#page5.tif source=C18N-Exchange-06022005-174704#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2005, by TMP DIRECTIONAL MARKETING, LLC, a Delaware limited liability company ("Grantor"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and other financial accommodations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and other financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired, subject in terms of priority only to, until the occurrence of the "Termination Date" (as such term is defined in the First Lien Credit Agreement), Liens in favor of the First Lien Agent securing the First Lien Obligations (collectively, the "Trademark Collateral");

(a) all of its Trademarks (except if and to the extent that a grant of a security interest in the "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act would violate Section 10 of the Lanham Act, then notwithstanding anything to the contrary contained herein no grant of a security interest in any such "intent to use" applications or registrations shall attach until such time as an Amendment to

Allege Use or a Statement of Use under Section 1(c) and 1(d) of said Act has been filed) and Trademark Licenses (provided that all necessary third-party consents have been obtained) to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

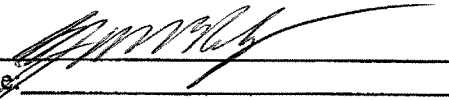
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

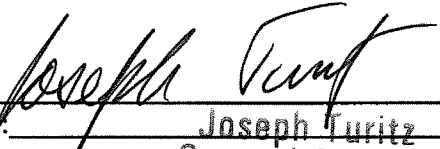
TMP DIRECTIONAL MARKETING, LLC

By: 
Name: _____
Title: _____

Trademark Security Agreement - Borrower
TMP Directional Marketing, LLC

ACCEPTED AND ACKNOWLEDGED BY:

CAPITALSOURCE FINANCE LLC, a
Delaware limited liability company,
as Agent

By: 
Name: Joseph Furitz
Title: General Counsel
Corporate Finance

Trademark Security Agreement - Borrower
TMP Directional Marketing, LLC

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Registered Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
TMP Directional Marketing, LLC, (in accordance with the Assignment by Monster Worldwide, Inc. filed with the U.S. Patent and Trademark Office on June 1, 2005)	Certifacts Online	2,402,140	11/17/2000
TMP Directional Marketing, LLC, (in accordance with the Assignment by Monster Worldwide, Inc. filed with the U.S. Patent and Trademark Office on June 1, 2005)	Certifax	2,294,015	11/23/1999
TMP Directional Marketing, LLC, (in accordance with the Assignment by Monster Worldwide, Inc. filed with the U.S. Patent and Trademark Office on June 1, 2005)	CertifiedDoctor	2,263,820	7/20/1999
TMP Directional Marketing, LLC, (in accordance with the Assignment by in2, Inc. filed with the U.S. Patent and Trademark Office on June 1, 2005)	Clickmaps	2,565,637 2,472,144	4/30/2002 7/24/2001
TMP Directional Marketing, LLC, (in accordance with the	IN2	2,332,562	3/21/2000

Assignment by in2, Inc. filed with the U.S. Patent and Trademark Office on June 1, 2005)			
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Unregistered Trademarks, Service Marks or Trade Names

1. The "MOVING.COM" mark and derivations thereof, which is associated with the Online Relocation Business.
2. Internet Domain Name Registrations: See List of Internet Domain Name Registrations attached to this Schedule 1 as Exhibit A.

Trademark Applications

None

Trademark Licenses

1. Trademark License Agreement between TMP Worldwide Directional Marketing, Inc. and TMP Intellectual Property Holdings, LLC, dated June __, 2005.
2. License and Web Services Agreement, effective as of the 26th day of October, 2004, between TMP Directional Marketing, LLC's TMP Medical Listings business unit ("TMP/ML") and the American Board of Medical Specialties.
3. The Distribution Agreement, dated as of March 31, 2003, by and between Monster Worldwide, Inc. and Hudson Highland Group, Inc., which contains a license of the trademark "TMP."

Ownership Interest in TMP Intellectual Property Holdings, LLC

TMP Directional Marketing, LLC owns 100% of Class A Units of TMP Intellectual Property Holdings, LLC, accounting for 50% ownership of TMP Intellectual Property Holdings, LLC.