

06-15-2005



10-14-05

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

TMP Directional Marketing, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other DE limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) June 1, 2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital Corporation, as Agent

Internal _____

Address: _____

Street Address: 201 Merritt 7

City: Norwalk

State: CT

Country: USA Zip: 06856-5201

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship NY
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2402140 2294015 2263820 2565637 2472144
2332562

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Kristin Brozovic

Internal Address: _____

Street Address: c/o Latham & Watkins LLP

233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: 312-876-6541

Fax Number: 312-993-9767

Email Address: kristin.brozovic@lw.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Kristin Brozovic

6/10/05

Date

00000100 2402140

Signature

40.00 OP Kristin Brozovic

125.00 OP Name of Person Signing

120.00 OP

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

7

06/16/2005 DE BYRNE 00000100 2402140
01 FC:8521
02 FC:8522
03 FC:8523

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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 GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Borrower, 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 to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations 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. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority 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 (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. 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, Grantor has 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: _____

[Signature Page to Trademark Security Agreement- Borrower]

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
Name: Douglas Koch
Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement- Borrower]

TRADEMARK
REEL: 003104 FRAME: 0514

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 2, 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 2, 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 2, 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 2, 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 2, 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 2, 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.