

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TMP Worldwide Advertising & Communications, LLC		09/30/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Capital One, National Association
Street Address:	1001 Avenue of the Americas, 2nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77901620	THE DIGITAL BRAND AUTHORITY
Registration Number:	3461689	NETWORK IN WORLD
Registration Number:	3461686	NIW
Registration Number:	3603930	
Serial Number:	77333607	PEOPLE IN BUSINESS
Serial Number:	85063784	TALENTBREW
Registration Number:	3647484	WORK WITH ME

CORRESPONDENCE DATA

Fax Number: 6172274420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 6172390746
 Email: kouimet@edwardswildman.com
 Correspondent Name: Kristine L Ouimet
 Address Line 1: 111 Huntington Avenue

CH \$190.00 77901620

Address Line 2: Edwards Wildman Palmer LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	310629.0002
NAME OF SUBMITTER:	Kristine L. Ouimet
Signature:	/Kristine L. Ouimet/
Date:	02/12/2013

Total Attachments: 5
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**TO BE RECORDED WITH U.S.
PATENT AND TRADEMARK OFFICE**

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of September 30, 2011, by **TMP WORLDWIDE ADVERTISING & COMMUNICATIONS, LLC**, a Delaware limited liability company ("Debtor"), to and with **CAPITAL ONE, NATIONAL ASSOCIATION**, a national banking association (the "Lender").

RECITALS

A. Debtor is a borrower under the terms of, or in respect to Obligations described in, that certain Credit and Guaranty Agreement of even date herewith (as amended, modified, restated, or supplemented from time to time, the "Credit Agreement") by and among the TMP Worldwide Advertising & Communications, LLC, TMP Worldwide Advertising & Communications Co. and such other persons joined thereto as a Borrower from time to time, the Guarantors from time to time party thereto, and the Lender.

B. Debtor has executed and delivered to the Lender a certain Security Agreement of even date herewith, as the same may be amended, renewed, restated or extended from time to time (the "General Security Agreement") by and among the Loan Parties, as debtors, and the Lender, as secured party.

C. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to the Lender under the General Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Debtor hereby agrees as follows:

1. **Defined Terms.** Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Credit Agreement. Any term used in the Uniform Commercial Code and not defined in this Agreement or the Credit Agreement shall have the meaning given to such term in the Uniform Commercial Code.

2. **Security Interest.** As security for the Obligations (as defined in the Credit Agreement), Debtor hereby grants to the Lender a continuing security interest in and lien on all of such Debtor's right title and interest, whether now existing or hereafter arising or acquired, in and to the Trademarks (as defined in the General Security Agreement), including but not limited to the registered Trademarks listed on Exhibit A attached hereto (the "Collateral"). Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

3. **Incorporation by Reference.** Debtor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Collateral are more fully set forth in the


General Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

**TMP WORLDWIDE ADVERTISING &
COMMUNICATIONS, LLC**

By: 
Name: Michelle Abbey
Title: President

**CAPITAL ONE, NATIONAL
ASSOCIATION**

By: _____
Name: Charles J. Margiotti
Title: Senior Vice President

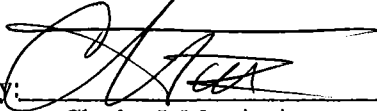
(Signature page to Trademark Security Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

**TMP WORLDWIDE ADVERTISING &
COMMUNICATIONS, LLC**

By: _____
Name: Michelle Abbey
Title: President

**CAPITAL ONE, NATIONAL
ASSOCIATION**

By:  _____
Name: Charles J. Margiotti
Title: Senior Vice President

(Signature page to Trademark Security Agreement)

EXHIBIT A

TMP Worldwide Advertising & Communications, LLC

Trademarks

Trademark	Application Number	Filing Date	Registration Number	Registration Date
THE DIGITAL BRAND AUTHORITY	77/901620	12/28/09	N/A	N/A (Pending)
NETWORK IN WORLD	77/326346	11/9/07	3,461,689	7/8/08
NIW Stylized	77/326324	11/9/07	3,461,686	7/8/08
Cube Design	77/394716	2/12/08	3,603,930	4/7/09
PEOPLE IN BUSINESS	77/333607	11/19/07	N/A	N/A (Pending)
TALENT BREW	85/063784	6/15/10	N/A	N/A (Pending)
WORK WITH ME (Stylized)	77/635430	12/17/08	3,647,484	6/30/2009