

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tickle Inc.		01/26/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	901 Main Street		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202		
<b>Entity Type:</b>	National Banking Association:		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78264085	DEGREES	
<b>Serial Number:</b>	78264077	SIX DEGREES	
<b>Serial Number:</b>	78292892	TICKLE	
<b>Serial Number:</b>	78292929	TICKLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)715-8000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212.715.9464		
<b>Email:</b>	maversano@kramerlevin.com		
<b>Correspondent Name:</b>	Mary B. Aversano, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Mary B. Aversano		
<b>Signature:</b>	/marybaversano/		

**CH \$115.00 78264085**

Date:

01/28/2005

**Total Attachments: 6**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of January 26, 2005 is made by TICKLE INC., a Delaware corporation (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 Amended and Restated Credit Agreement, dated as of January 14, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MONSTER WORLDWIDE, INC. ("Monster Worldwide"), TMP WORLDWIDE LIMITED ("TMPWL"), an indirect, wholly owned subsidiary of Monster Worldwide organized under the laws of the United Kingdom, BARTLETT SCOTT EDGAR LIMITED ("BSEL", with TMPWL, the "UK Borrowers"), an indirect, wholly owned subsidiary of Monster Worldwide organized under the laws of the United Kingdom, the other "Subsidiary Borrowers" party from time to time thereto (each a "Borrower," collectively the "Borrowers"), the Lenders, BANC OF AMERICA SECURITIES, LLC, as sole lead arranger (in such capacity, the "Lead Arranger"), BANK OF AMERICA, N.A., 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, Monster Worldwide and certain of its subsidiaries including the Grantor have executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of January 14, 2005, 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, that notwithstanding any of the other provisions set forth in this Section, 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, 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.

TICKLE INC.

By:   
Name: Andrew J. McKelvey  
Title: President

BANK OF AMERICA, N.A.  
as Administrative Agent for the Lenders

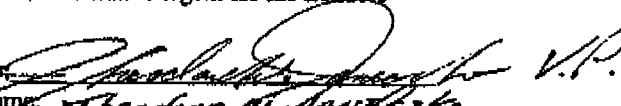
By: \_\_\_\_\_  
Name:  
Title:

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.

TICKLE INC.

By:   
Name: Andrew J. McKelvey  
Title: President

BANK OF AMERICA, N.A.  
as Administrative Agent for the Lenders

By:  V.P.  
Name: Theodore W. Smolko  
Title: Vice President

STATE OF NEW YORK    )  
                                  ) ss  
COUNTY OF NEW YORK )

On the 26<sup>th</sup> day of January, 2005, before me personally came Andrew J. McKelvey, who is personally known to me to be the President of Tickle Inc., a Delaware corporation, who, being duly sworn, did depose and say that he is the President of such corporation, the corporation described in and which executed the foregoing instrument; that 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

**NANCY ROONEY**  
NOTARY PUBLIC, State of New York  
No. 4873359  
Qualified in Suffolk County  
Term Expires Oct. 6, 2006

(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A**

<b>MARK</b>	<b>COUNTRY</b>	<b>REFERENCE#</b>	<b>FILED</b>	<b>APPL#</b>	<b>REGDT</b>	<b>REG#</b>	<b>STATUS</b>	<b>CLASSES</b>
<b>DEGREES</b>								
UNITED STATES		3200777-US0	6/18/2003	78/264,085			PENDING	45
<b>SIX DEGREES</b>								
UNITED STATES		3200778-US0	6/18/2003	78/264,077			PENDING	45
<b>TICKLE</b>								
UNITED STATES		3200780-US0	8/27/2003	78/292,892			ALLOWED	09,16,35 45
UNITED STATES		3200780-US1	8/27/2003	78/292,929			PENDING	09,16,38 41