

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TMP Intellectual Property Holdings, LLC		09/30/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2151853	
Registration Number:	3613297	TMP PATHWAYS
Registration Number:	2150279	TMP WORLDWIDE
Serial Number:	75168923	TMP WORLDWIDE
Registration Number:	2749473	TMP.WORLDWIDE
Serial Number:	85103470	TMPWORLDWIDE

**CORRESPONDENCE DATA**

Fax Number: 6172274220  
*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 Huntingon Avenue  
 Address Line 2: Edwards Wildman Palmer LLP

CH \$165.00 2151853

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 INTELLECTUAL PROPERTY HOLDINGS, 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 guarantor 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 INTELLECTUAL PROPERTY  
HOLDINGS, LLC**

By:   
Name: Michelle Abbey  
Title: President

**CAPITAL ONE, NATIONAL  
ASSOCIATION**

By: \_\_\_\_\_  
Name: Charles J. Margiotti  
Title: Senior Vice President

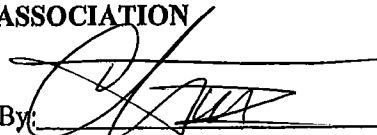
(Signature page to Trademark Security Agreement)

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**TMP INTELLECTUAL PROPERTY  
HOLDINGS, 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 Intellectual Property Holdings, LLC**

**Trademarks**

Trademark	Application Number	Filing Date	Registration Number	Registration Date
<b>Globe Design</b>	75/168924	9/19/96	2151853	4/21/98
<b>TMP PATHWAYS</b>	77/330979	11/15/07	3,613,297	4/28/09
<b>TMP WORLDWIDE</b>	75/168922	9/19/96	2150279	4/14/98
<b>TMP WORLDWIDE &amp; Globe Design</b>	75/168923	9/19/96	7/26/7791	4/21/98
<b>tmp.worldwide &amp; Globe Design</b>	76/346004	12/5/01	2749473	8/12/2003
<b>TMP WW and Sphere Design</b>	85/103470	8/9/10	N/A	N/A (Pending)