

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309558

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TMP Intellectual Property Holdings, LLC		06/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Administrative Agent		
Street Address:	1001 Avenue of America, 2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2151853		
Registration Number:	3613297	TMP PATHWAYS	
Registration Number:	2150279	TMP WORLDWIDE	
Registration Number:	2151852	TMP WORLDWIDE	
Registration Number:	4154713	TMPWORLDWIDE	
CORRESPONDENCE DATA			
Fax Number:	8883259108		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6172390746		
Email:	kouimet@edwardswildman.com		
Correspondent Name:	Kristine L Ouimet, Paralegal		
Address Line 1:	111 Huntington Avenue		
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 SIGNED:	07/02/2014		

CH \$140.00 2151853

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 June 30, 2014, by **TMP INTELLECTUAL PROPERTY HOLDINGS, LLC**, a Delaware limited liability company ("Debtor"), to and with **CAPITAL ONE, NATIONAL ASSOCIATION**, a national banking association (the "Administrative Agent").

RECITALS

A. Debtor is a guarantor under the terms of, or in respect to Obligations described in, that certain Amended and Restated Credit and Guaranty Agreement, dated as of June 30, 2014 (as further 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, the Administrative Agent and the Lenders from time to time party thereto.

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

C. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to the Lender under the 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 Administrative Agent (for the benefit of the Secured Parties (as defined in the Security Agreement)) 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 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 Administrative Agent with respect to the Collateral are more fully set forth in the 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

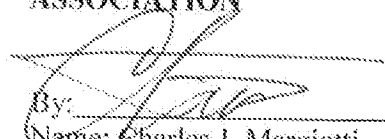
By: _____
Name: _____
Title: _____

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: _____
Title: _____

**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
Globe Design	75/168924	9/19/96	2,151,853	4/21/98
TMP PATHWAYS	77/330979	11/15/07	3,613,297	4/28/09
TMP WORLDWIDE	75/168922	9/19/96	2,150,279	4/14/98
TMP WORLDWIDE & Globe Design	75/168923	9/19/96	2,151,852	4/21/18
tmpworldwide and Sphere Design	85/103470	8/9/10	4,154,713	6/5/12