

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309563

|   |  |                             |                                     |
|---|--|-----------------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT   |                             |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | Trademark Security Agreement                               |                             |                                     |
| <b>CONVEYING PARTY DATA</b>   |  |                             |                                     |
| <b>Name</b>   | <b>Formerly</b>  | <b>Execution Date</b>       | <b>Entity Type</b>                  |
| TMP Worldwide Advertising & Communications, LLC   |  | 06/30/2014                  | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                             |                                     |
| <b>Name:</b>  | Capital One, National Association, as Administrative Agent |                             |                                     |
| <b>Street Address:</b>  | 1001 Avenue of America, 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                |                             |                                     |
| <b>PROPERTY NUMBERS Total: 7</b>  |  |                             |                                     |
| <b>Property Type</b>  | <b>Number</b>  | <b>Word Mark</b>            |                                     |
| <b>Registration Number:</b>   | 4139504  | THE DIGITAL BRAND AUTHORITY |                                     |
| <b>Registration Number:</b>   | 3461689  | NETWORK IN WORLD            |                                     |
| <b>Registration Number:</b>   | 3461686  | NIW                         |                                     |
| <b>Registration Number:</b>   | 3603930  |                             |                                     |
| <b>Registration Number:</b>   | 4035251  | PEOPLE IN BUSINESS          |                                     |
| <b>Registration Number:</b>   | 4191173  | TALENTBREW                  |                                     |
| <b>Registration Number:</b>   | 3647484  | WORK WITH ME                |                                     |
| <b>CORRESPONDENCE DATA</b>  |  |                             |                                     |
| <b>Fax Number:</b>  | 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> |  |                             |                                     |
| <b>Phone:</b>   | 6172390746   |                             |                                     |
| <b>Email:</b>   | kouimet@edwardswildman.com                                 |                             |                                     |
| <b>Correspondent Name:</b>  | Kristine L Ouimet, Parlalegal                              |                             |                                     |
| <b>Address Line 1:</b>  | 111 Huntington Avenue                                      |                             |                                     |
| <b>Address Line 2:</b>  | Edwards Wildman Palmer LLP                                 |                             |                                     |
| <b>Address Line 4:</b>  | Boston, MASSACHUSETTS 02199                                |                             |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 310629.0002  |                             |                                     |
| <b>NAME OF SUBMITTER:</b>   | Kristine L Ouimet  |                             |                                     |

CH \$190.00 4139504

|  |                     |
|--|---------------------|
| <b>SIGNATURE:</b>  | /Kristine L Ouimet/ |
| <b>DATE SIGNED:</b>  | 07/02/2014          |
| <b>Total Attachments: 5</b><br>source=TMP - TM Security Agreement (US)#page1.tif<br>source=TMP - TM Security Agreement (US)#page2.tif<br>source=TMP - TM Security Agreement (US)#page3.tif<br>source=TMP - TM Security Agreement (US)#page4.tif<br>source=TMP - TM Security Agreement (US)#page5.tif |                     |

**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 WORLDWIDE ADVERTISING & COMMUNICATIONS, 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 borrower 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 Debtor, 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 WORLDWIDE ADVERTISING & COMMUNICATIONS, LLC**

By:   
Name: Michelle Abbey  
Title: President

**CAPITAL ONE, NATIONAL ASSOCIATION**

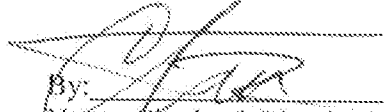
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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 WORLDWIDE ADVERTISING &  
COMMUNICATIONS, 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 WORLDWIDE ADVERTISING & COMMUNICATIONS, LLC**

**Trademarks**

| Trademark                          | Application Number | Filing Date | Registration Number | Registration Date |
|------------------------------------|--------------------|-------------|---------------------|-------------------|
| <b>THE DIGITAL BRAND AUTHORITY</b> | 77/901620          | 12/28/09    | 4,139,504           | 5/8/12            |
| <b>NETWORK IN WORLD</b>            | 77/326346          | 11/9/07     | 3,461,689           | 7/8/08            |
| <b>NIW Stylized</b>                | 77/326324          | 11/9/07     | 3,461,686           | 7/8/08            |
| <b>Cube Design</b>                 | 77/394716          | 2/12/08     | 3,603,930           | 4/7/09            |
| <b>PEOPLE IN BUSINESS</b>          | 77/333607          | 11/19/07    | 4,035,251           | 10/4/11           |
| <b>TALENTBREW</b>                  | 85/063784          | 6/15/10     | 4,191,173           | 8/14/12           |
| <b>WORK WITH ME (stylized)</b>     | 77/635430          | 12/17/08    | 3,647,484           | 6/30/09           |