

C 11/06/03

11-13-2003

KL Ref. No.: 056234/10

FORM PTO-1594

RECORD

(Rev. 6-93)

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Documents or copy thereof.

To the Honorable Commissioner of Patents at

102599016

1. Name of conveying party(ies)

MOVECENTRAL, INC.

- Individual(s)
- General Partnership
- Corporation - State - Massachusetts
- Association
- Limited Partnership
- Other

Additional name(s) of conveying party(ies) attached?

Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other Correction of Security Interest, namely, the conveying party is Movccentral, Inc. NOT Moviecentral, Inc.

Execution Date: 5/1/2003

2. Name and address of receiving party(ies)

Name: FLEET NATIONAL BANK

Internal Address:

Street Address: 1185 Avenue of the Americas

City: New York State: New York Zip: 10036

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other - National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

OPR/FINANCE
NOV - 6 AM 8:13

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,409,137

Additional numbers attached? Yes No (see attached schedule)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brenda Reilly

Internal Address: Kramer Levin Naftalis & Frankel LLP

Street Address: 919 Third Avenue

City: New York State: New York Zip: 10022

6. Total number of applications and registrations involved.....7

7. Total fee (37 CFR 3.41) \$190.00

- Enclosed
- Authorized to be charged to deposit account # 50-0540

8. Deposit account number: 50-0540

(Attach duplicate copy of this page if paying by deposit account)

Do not use this space

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Katherine Meyer

Name of Person Signing

Katherine Meyer
Signature

11/6/03

Date

Total number of pages including cover sheet, attachments, and document: 9

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
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Washington, D.C. 20231

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02 FC:8522

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150.00 OP

KL3:2299624.1

TRADEMARK
REEL: 002862 FRAME: 0727

SCHEDULE A

(MoveCentral, Inc.)

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
3G670US0	ADDRESS CENTRAL	5/18/1998	75/486,344	11/28/2000	2,409,137	REGISTERED	35
3G667US0	DESTINATION DEMOGRAPHICS	4/16/1996	75/088,936	8/25/1998	2,184,530	REGISTERED	35
3G663US0	MOVENOW	1/21/1999	75/624,265	10/3/2000	2,392,239	REGISTERED	16
3G664US0	THE ADDRESS EXPRESS	3/17/1993	74/368,702	7/5/1994	1,843,288	REGISTERED	42
3G669US0	THE ADDRESS EXPRESS	3/17/1993	74/369,515	7/26/1994	1,847,359	REGISTERED	16
3G666US0	THE TOTAL MOVE	12/4/1996	75/207,941	7/28/1998	2,176,182	REGISTERED	35
3G668US0	THE TOTAL MOVE	10/10/1996	75/179,894	12/15/1998	2,210,042	REGISTERED	35

05-12-2003

KL Ref. No.: 056234/10



FORM PTO-1594

RE

ET

U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

102445002

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)
MOVIECENTRAL, INC. **5-7-03**

Individual(s)
 General Partnership
 Corporation - State - Massachusetts
 Association
 Limited Partnership
 Other

Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies)
 Name: **FLEET NATIONAL BANK**

Internal Address:

Street Address: **1185 Avenue of the Americas**

City: **New York** State: **New York** Zip: **10036**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other - National Banking Association

OFFICE OF FIELD RECORDS
 2003 MAY -7 AM 9:59
 FINANCE SECTION

3. Nature of conveyance:

Assignment
 Security Agreement
 Merger
 Change of Name
 Other Security Interest

Execution Date: **5/1/2003**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) **2,409,137**

Additional numbers attached? Yes No (see attached schedule)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Brenda Reilly**

Internal Address: **Kramer Levin Naftalis & Frankel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **New York** Zip: **10022**

6. Total number of applications and registrations involved.....**7**

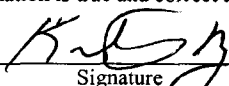
7. Total fee (37 CFR 3.41) **\$190.00**

Enclosed
 Authorized to be charged to deposit account # **50-0540**

8. Deposit account number: **50-0540**
 (Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Katherine Meyer  **5/7/2003**

Name of Person Signing _____ Signature _____ Date _____

Total number of pages including cover sheet, attachments, and document: 6

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01 FC:8521 40.00 DP
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of May 1, 2003 is made by MOVECENTRAL, INC., a Massachusetts 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 Credit Agreement, dated as of April 7, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TMP WORLDWIDE INC., a Delaware corporation now known as MONSTER WORLDWIDE, INC. ("TMP"), TMP WORLDWIDE LIMITED ("TMPWL"), an indirect wholly owned subsidiary of TMP organized under the laws of the United Kingdom, BARTLETT SCOTT EDGAR LIMITED ("BSEL", with TMPWL, the "UK Borrowers"), an indirect wholly owned subsidiary of TMP organized under the laws of the United Kingdom, the other "Subsidiary Borrowers" party from time to time hereto (each a "Borrower," collectively the "Borrowers"), the Lenders, FLEET NATIONAL BANK, as sole lead arranger (in such capacity, the "Lead Arranger") and 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, TMP and certain of its subsidiaries have executed and delivered a Guarantee and Collateral Agreement, dated as of April 7, 2003, 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, 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, that notwithstanding any of the other provisions set forth in this Section, 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.

VIRTUAL RELOCATION.COM, INC.

By: _____

Name: Andrew J. McKelvey

Title: President

FLEET NATIONAL BANK

as Administrative Agent for the Lenders

By: _____

Name: Thomas J. Levy

Title: Senior Vice President

