

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fleet National Bank		01/14/2005	National Banking Association:

<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:

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	2402140	CERTIFACTS ONLINE
Registration Number:	2294015	CERTIFAX
Registration Number:	2263820	CERTIFIEDDOCTOR
Registration Number:	2608333	GLOBAL KNOWLEDGE CENTER
Registration Number:	2151853	
Registration Number:	2337847	MICROSURF
Serial Number:	76073882	MONSTER MOVES
Registration Number:	2648039	MONSTER MOVING
Registration Number:	2648506	MONSTERMOVING.COM
Registration Number:	2560624	MOVING-GUIDE
Registration Number:	2566648	QUICKPOST
Registration Number:	2401129	RESUMEWARE
Registration Number:	2150279	TMP WORLDWIDE
Registration Number:	2151852	TMP WORLDWIDE

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Registration Number:	2749473	TMP.WORLDWIDE
Registration Number:	2539429	WEB DRAGON
Registration Number:	2161837	BE THE BOSS

**CORRESPONDENCE DATA**

Fax Number: (212)715-8000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212.715.9464  
Email: maversano@kramerlevin.com  
Correspondent Name: Mary B. Aversano, Esq.  
Address Line 1: 919 Third Avenue  
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Mary B. Aversano
Signature:	/marybaversano/
Date:	01/28/2005

**Total Attachments: 8**  
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ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, as of January 14, 2005, FLEET NATIONAL BANK, (the "Assignor"), hereby assigns to BANK OF AMERICA, N.A., as Administrative Agent (the "Assignee"), (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Amended and Restated Guarantee and Collateral Agreement, dated as of January 14, 2005, made by Monster Worldwide, Inc. and certain of its Subsidiaries in favor of Bank of America, N.A., as Administrative Agent (as amended from time to time, the "Guarantee and Collateral Agreement")) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT (the "Assignment") is made in accordance with the terms of the Credit Agreement (as defined in the Guarantee and Collateral Agreement) and the Guarantee and Collateral Agreement.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Assignment are deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be duly executed and delivered as of the date first above written.


FLEET NATIONAL BANK

Assignor

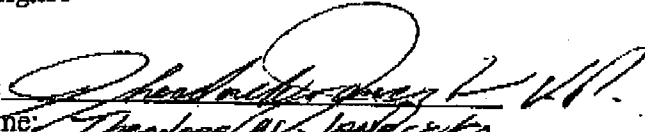
By:

Name:

Title:

  
Theodore W. Senechal  
Vice President

BANK OF AMERICA, N.A.  
Assignee

By:   
Name: Theodore W. Janeczek  
Title: Vice President

Acknowledged and Accepted by:

MONSTER WORLDWIDE INC.

By: 

Name: Andrew J. McKelvey

Title: Chairman of the Board and CEO

**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>BE THE BOSS</b>								
UNITED STATES		300G130-US0	4/25/1997	75/281,408	6/2/1998	2,161,837	REGISTERED	35
<b>CERTIFACTS ONLINE</b>								
UNITED STATES		300G038-US0	12/17/1999	75/872,932	11/7/2000	2,402,140	REGISTERED	42
<b>CERTIFAX</b>								
UNITED STATES		300E380-US0	1/22/1998	75/421,828	11/23/1999	2,294,015	REGISTERED	42
<b>CERTIFIEDDOCTOR</b>								
UNITED STATES		300E381-US0	1/22/1998	75/421,827	7/20/1999	2,263,820	REGISTERED	42
<b>GLOBAL KNOWLEDGE CENTER</b>								
UNITED STATES		300H231-US0	1/23/2001	76/199,535	8/13/2002	2,608,333	REGISTERED	5
<b>GLOBE LOGO</b>								
UNITED STATES		300E217-US0	9/19/1996	75/168,924	4/21/1998	2,151,853	REGISTERED	35,38
<b>MICROSURF</b>								
UNITED STATES		300G393-US0	12/3/1998	75/599,288	4/4/2000	2,337,847	REGISTERED	36
<b>MONSTER MOVES</b>								
UNITED STATES		300G339-US0	6/19/2000	76/073,882			ALLOWED	35,36,37 39,42
<b>MONSTER MOVING</b>								
UNITED STATES		300G338-US0	6/19/2000	76/073,881	11/12/2002	2,648,039	REGISTERED	35,36,42 37,39
<b>MONSTERMOVING.COM</b>								
UNITED STATES		300H393-US0	3/13/2001	76/224,201	11/12/2002	2,648,506	REGISTERED	36,39
<b>MOVING-GUIDE</b>								
UNITED STATES		300G473-US0	7/11/2000	76/086,717	4/9/2002	2,560,624	REGISTERED	35
<b>QUICKPOST</b>								
UNITED STATES		300G399-US0	5/11/2000	76/045,751	5/7/2002	2,566,648	REGISTERED	35



**RESUMEWARE**

UNITED STATES 300K434-US0 10/12/1999 75/819,502 10/31/2000 2,401,129 REGISTERED 35

**TMP WORLDWIDE**

UNITED STATES 300E214-US0 9/19/1996 75/168,922 4/14/1998 2,150,279 REGISTERED 35,38

**TMP WORLDWIDE AND GLOBE LOGO**

UNITED STATES 300F613-US0 9/19/1996 75/168,923 4/21/1998 2,151,852 REGISTERED 35,,38

**TMP.WORLDWIDE in Design With Globe Logo**

UNITED STATES 300H073-US0 12/5/2001 76/346,004 8/12/2003 2,749,473 REGISTERED 35

**WEB DRAGON**

UNITED STATES 300F612-US0 5/2/2000 76/038,380 2/19/2002 2,539,429 REGISTERED 35

**SCHEDULE B**

Electronic Automated Information Exchange and Management System (US Patent No. 5,832,497)