

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PeopleSupport, Inc.		10/30/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	8 Connaught Road
Internal Address:	20/F Chater House
City:	Central
State/Country:	HONG KONG
Entity Type:	CORPORATION: HONG KONG

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3469743	PEOPLESUPPORT TRANSCRIPTION AND CAPTIONING
Registration Number:	3469744	PEOPLESUPPORT ACCOUNTS RECEIVABLE MANAGEMENT
Registration Number:	2825594	PEOPLESUPPORT ... THE POWER OF EXPERIENCE
Registration Number:	2630035	PEOPLESUPPORT
Registration Number:	2542522	PEOPLESUPPORT UNIVERSITY
Registration Number:	2805178	
Registration Number:	2357206	PEOPLESUPPORT
Serial Number:	77064578	EREP

CORRESPONDENCE DATA

Fax Number: (212)610-6399
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 756-1106
 Email: laurie.emmer@allenoverly.com
 Correspondent Name: Laurie Emmer

OP \$215.00 3469743

Address Line 1: 1221 Avenue of the Americas
Address Line 2: Allen & Overy LLP
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 90426-00002

DOMESTIC REPRESENTATIVE

Name: Yanmei Wei
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

NAME OF SUBMITTER: Laurie Emmer

Signature: /laurie emmer/

Date: 10/31/2008

Total Attachments: 4
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, PeopleSupport, Inc., a Delaware corporation (**Grantor**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Easter Merger Sub, Inc., a Delaware corporation (**Company**), has entered into a Senior Secured Term Facility Agreement dated as of October 28, 2008 (said **facility agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the Credit Agreement**) with, among others, the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the **Lenders**), JPMorgan Chase Bank, N.A., as security agent for the Lenders (in such capacity, **Secured Party**) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS pursuant to the Agreement and Plan of Merger dated as of 3 August 2008 (the **Merger Agreement**) between the Company, Essar Services Mauritius, a company organized under the laws of Mauritius and direct parent of the Company, and the Grantor, the Company has merged with and into the Grantor, with the Grantor as the surviving corporation and a direct wholly-owned subsidiary of Essar Services Mauritius. Following consummation of the Merger, the Grantor, as successor-in-interest to the Company, became the borrower under the Credit Agreement and in connection therewith entered into a security agreement dated as of the date hereof (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the **Security Agreement**) with the Secured Party.

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor has created in favor of the Secured Party a security interest in, and the Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Secured Party pursuant to the Security Agreement, the Grantor hereby grants to the Secured Party a security interest in all of the Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the **Trademark Collateral**):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the **Trademarks**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof

and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

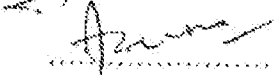
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **proceeds** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 30th day of October, 2008.

For and on behalf of **PeopleSupport Inc.**



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Name: Surendra Agarwal
Title: Director

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Owner/Applicant	Trademark Description	Registration/Application Number	Registration/Application Date
PeopleSupport, Inc.	EREP (Standard Character Mark)	77-064578	December 14, 2006
PeopleSupport, Inc.	<u>PEOPLESUPPORT</u> TRANSCRIPTION AND CAPTIONING (Standard Character Mark)	3469743	July 15, 2008
PeopleSupport, Inc.	<u>PEOPLESUPPORT</u> ACCOUNTS RECEIVABLE MANAGEMENT (Standard Character Mark)	3469744	July 15, 2008
PeopleSupport, Inc.	<u>PEOPLESUPPORT...</u> THE POWER OF EXPERIENCE (Words only)	2825394	March 23, 2004
PeopleSupport, Inc.	<u>PEOPLESUPPORT</u> (Words and design)	2630035	October 8, 2002
PeopleSupport, Inc.	<u>PEOPLESUPPORT</u> UNIVERSITY (Words only)	2542522	February 26, 2002
PeopleSupport, Inc.	DESIGN OF HAND (Design only)	2805178	January 13, 2004
PeopleSupport, Inc.	<u>PEOPLESUPPORT</u> (Words only)	2357206	June 13, 2000