

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Handango, Inc. | | 08/06/2008 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Silicon Valley Bank | | |
| Street Address: | 3003 Tasman Drive | | |
| City: | Santa Clara | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95054 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77252740 | HANDANGO | |
| Serial Number: | 75884278 | HANDANGO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (214)953-5822 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 214-953-6105 | | |
| Email: | dstolle@jw.com | | |
| Correspondent Name: | David Stolle | | |
| Address Line 1: | 901 Main Street, Suite 6000 | | |
| Address Line 4: | Dallas, TEXAS 75202 | | |
| ATTORNEY DOCKET NUMBER: | 218803.295 | | |
| NAME OF SUBMITTER: | David Stolle | | |
| Signature: | /David Stolle/ | | |
| Date: | 12/01/2008 | | |

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Total Attachments: 2
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") dated as of August 6, 2008 (as defined in the Loan Agreement) is between SILICON VALLEY BANK ("Bank") and HANDANGO, INC., a Delaware corporation ("Grantor").

RECITALS

- A. Bank will make advances to Grantor ("Loans") as described in that certain Loan and Security Agreement dated as of even date herewith (as the same may from time to time be further amended, modified, supplemented or restated, the "Loan Agreement"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement.
- B. Bank's agreement to make such advances is subject to, among other things, Grantor's granting to Bank a security interest in Grantor's Trademark and other intellectual property under the Loan Agreement (the "Intellectual Property Collateral").
- C. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Trademarks listed on Exhibit A, and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

BANK:

SILICON VALLEY BANK



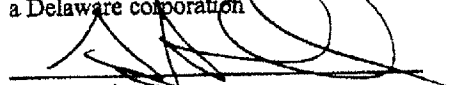
(Signature)

VICE PRESIDENT

(Title)

GRANTOR:

HANDANGO, INC.,
a Delaware corporation



(Signature)

Greg Devoll, Chief Financial Officer

(Title)

EXHIBIT A

Trademarks

Pending/Registered Trademarks/Service Marks:

| Mark | Country | App. No. | Date Filed | Reg. No. | Date Reg. |
|--|--------------------|-------------|-------------|----------|-------------|
| handango [®] (stylized with design) HANDANGO | European Community | 6217368 | 21-Aug-2007 | | |
| handango [®] (stylized with design) HANDANGO | U.S. | 77/252,740 | 10-Aug-2007 | | |
| HANDANGO | Australia | 838370 | 08-Jun-2000 | 838370 | 08-Jun-2000 |
| HANDANGO | Canada | 1062369 | 08-Jun-2000 | 589,615 | 12-Sep-2003 |
| HANDANGO | European Community | 1708379 | 15-Jun-2000 | 1708379 | 18-Apr-2002 |
| HANDANGO | Japan | 2000-064908 | 12-Jun-2000 | 4638822 | 24-Jan-2003 |
| HANDANGO | U.S. | 75/884,278 | 30-Dec-1999 | 2589215 | 02-Jul-2002 |