

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HARI-WORLD TRAVEL GROUP, INC.		09/17/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	2400 Hanover Street		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1985784	HARI WORLD	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1100 G Street NW, Suite 420		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F141304		
NAME OF SUBMITTER:	Matthew R. Pierce		
Signature:	/Matthew R. Pierce/		

OP \$40.00 1985784

Date:

09/18/2012

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of September 17, 2012 by and between (i) **SILICON VALLEY BANK**, a California corporation with a loan production office located at 2400 Hanover Street, Palo Alto, California 94304 ("**Bank**"), and (ii) **HARI-WORLD TRAVEL GROUP, INC.**, a Delaware corporation with a principal place of business located at 4000 East Third Avenue, Foster City, California 94404 ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to certain affiliates of Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of June 6, 2012, by and among Bank, **MONDEE, INC.**, a Delaware corporation ("**Borrower**"), and **MONDEE HOLDINGS II, INC.**, a Delaware corporation ("**Holdings**") (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**", capitalized terms used herein are used as defined in the Loan Agreement). Grantor has agreed to guaranty the Obligations of Borrower pursuant to an Unconditional Guaranty, dated as of the date hereof by among others, Grantor and Bank (as the same may be amended, modified or supplemented from time to time, the "**Guaranty**"). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Guaranty.

B. Pursuant to the terms of that certain Security Agreement, dated as of June 6, 2012 by among others, Grantor and Bank (the "**Security Agreement**"), Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Guaranty, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

A. To secure its obligations under the Guaranty, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in, to and under all intellectual property owned by Grantor (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, all of the following owned by Grantor:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections (but excluding any "intent to use" trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office), and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

B. If any Intellectual Property Collateral is sold, transferred or otherwise disposed of by Grantor in a transaction permitted by the terms of the Security Agreement and the other Loan Documents (and subject to any consent of Bank required in connection therewith under the Loan Agreement), then Bank, at the request and sole expense of Grantor, shall promptly execute and deliver to Grantor any releases or other documents and take such other actions reasonably necessary for the release of the liens and security interest created hereby or by any other Loan Document on such sold, transferred or otherwise disposed of Intellectual Property Collateral. This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to the Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

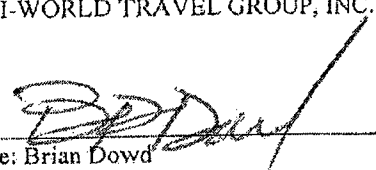
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

Hari-World Travel Group, Inc.
4000 East Third Avenue, Ste. 650
Foster City, CA 94404
Attn: Brian Dowd

HARI-WORLD TRAVEL GROUP, INC.

By: 
Name: Brian Dowd
Title: Chief Financial Officer and Secretary

BANK:

Address of Bank:

Silicon Valley Bank
2400 Hanover Street,
Palo Alto, California 94304
Attn: Mr. Nick Tsiagkas

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

HARI-WORLD TRAVEL GROUP, INC.

Hari-World Travel Group, Inc.

By: _____

Name: _____

Title: _____

Attn: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

Silicon Valley Bank
2400 Hanover Street,
Palo Alto, California 94304
Attn: Mr. Nick Tsiagkas

By: Nick Tsiagkas

Name: Nick Tsiagkas

Title: Relationship Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

Patent Applications

None.

EXHIBIT C

Trademarks

Mark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Class	Status
Hari World Travel	U.S. Patent and Tradem ark office		1,985784 07/09/19 96	39) Travel agency services, namely, making reservations and bookings for air transportation for individuals, groups, and travel booking agencies	Registered

EXHIBIT D

Mask Works

None.