

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MONDEE HOLDINGS, LLC		03/25/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BLVD.		
Internal Address:	SUITE 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4419426	TRIPPRO	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4048853868		
Email:	rusty.close@troutmansanders.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 5200		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	039299.000002		
NAME OF SUBMITTER:	Christopher Close		
SIGNATURE:	/Christopher Close/		
DATE SIGNED:	03/29/2016		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 25 2016 (the "**Agreement**") between WESTERN ALLIANCE BANK, an Arizona corporation ("**Lender**") and MONDEE HOLDINGS, LLC, a Delaware limited liability company ("**Grantor**"), is made with reference to the Business Financing Agreement, dated as of even date herewith (as amended from time to time, the "**Financing Agreement**"), among Lender, Grantor, and the other Borrowers named therein. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following property, whether now existing or hereafter acquired or created (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work of 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 (collectively, the "**Copyrights**"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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;

(h) 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;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the

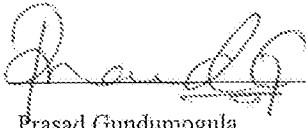
Financing Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

MONDEE HOLDINGS, LLC, a Delaware limited liability company

By  _____

Name: Prasad Gundumogula

Title: Chief Executive Officer

Address for Notices:

Attn: Prasad Gundumogula
4000 E Third Avenue, Ste 650
Foster City, CA 94404
Tel: (650) 646-3333

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By _____

Name: _____

Title: _____

Address for Notices:

Attn: Ben Fargo, Vice President
Western Alliance Bank
55 Almaden Blvd. Ste. 100
San Jose, California 95113
Tel: (415) 230-5699

[Signature Page to Intellectual Property Security Agreement – Mondee Holdings, LLC]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

MONDEE HOLDINGS, LLC, a Delaware limited liability company

By _____

Name: _____

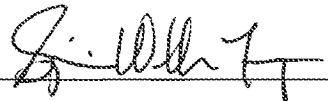
Title: _____

Address for Notices:

Attn: Prasad Gundumogula
4000 E Third Avenue, Ste 650
Foster City, CA 94404
Tel: (650) 646-3333

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By  _____

Name: BEN FARGO

Title: VICE PRESIDENT

Address for Notices:

Attn: Ben Fargo, Vice President
Western Alliance Bank
55 Almaden Blvd. Ste. 100
San Jose, California 95113
Tel: (415) 230-5699

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist ✓

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>
N/A					

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
TRIPPRO	85638990	4419426		May 30, 2012

EXHIBIT C

PATENTS

Please Check if No Patents Exist ✓

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
N/A				