

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WorldLingo Automated Translations, LLC		08/31/2011	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TransPerfect, Inc.		
<b>Street Address:</b>	Three Park Avenue		
<b>Internal Address:</b>	39th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2511796	WORLDLINGO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)259-0910		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2142590900		
<b>Email:</b>	stephanie.hernandez@snrdenton.com		
<b>Correspondent Name:</b>	SNR DENTON US LLP		
<b>Address Line 1:</b>	P.O. BOX 061080		
<b>Address Line 2:</b>	Wacker Drive Station, Willis Tower		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	11000269-0007		
<b>NAME OF SUBMITTER:</b>	Darren W. Collins		
<b>Signature:</b>	/Darren W. Collins/		

OP \$40.00 2511796

Date:

09/02/2011

Total Attachments: 4

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## ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (the "Assignment") is entered into this 31<sup>st</sup> day of August 2011 (the "Effective Date"), by and between WorldLingo Automated Translations, LLC, a Nevada limited liability company, having an address at 6375 S. Pecos Road, Suite 203, Las Vegas, Nv 89120 ("**Transferor**"), and TransPerfect, Inc., a Delaware corporation, having an address at Three Park Avenue, 39th Floor New York, New York 10016 ("**Transferee**").

WHEREAS, the Transferor is the owner of the trademarks, service marks and/or trade names and all applications therefor (collectively, "Trademarks") specified in Schedule A attached hereto;

WHEREAS, the Transferee is acquiring the entire business or portion thereof to which the Trademarks pertain;

WHEREAS, the Transferee is desirous of acquiring the entire and exclusive right, title and interest in and to the Trademarks; and

WHEREAS, the Transferor is willing to assign to Transferee all rights, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Transferor hereby assigns to the Transferee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the applications or registrations therefor as identified in Schedule A. This assignment includes the right to sue and recover damages for past and future infringements of Transferor's rights in the Trademarks and to bring any proceeding in the United States Patent Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Trademarks. The right, title and interest is to be held and enjoyed by Transferee and Transferee's successors and assigns as fully and exclusively as it would have been held and enjoyed by the Transferor had this assignment not been made.

Transferor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Transferee lawfully may request from time to time, to perfect and vest title in the Trademarks in Transferee, or Transferee's successors and assigns.

This Agreement shall be governed by and enforced in accordance with the laws of the State of New York, without giving effect to any conflicts of law principles.


This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

Each party represents that it has taken all necessary action to authorize the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

TRANSFEROR:

**WORLDLINGO AUTOMATED TRANSLATIONS, LLC**

By:   
Name: Phil Scarpino  
Title: CEO

TRANSFeree:

**TRANSPERFECT, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TRANSFeree:**

**TRANSPERFECT, INC.**

By: 

Name: PAUL S. MURPHY

Title: CEO

[Signature Page to Trademark Assignment]

**SCHEDULE A**

**TRADEMARKS**

<b>Country</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
US	WORL DLINGO	2511796	11/27/2001
EP	WORL DLINGO	1508563	09/04/2001
AU	WORL DLINGO	804476	08/20/1999
AU	Miscellaneous Design (Logo)	804477	08/20/1999
AU	you speak my language (with logo)	804478	08/20/1999

