

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ideal Dialogue Company, LLC		03/18/2013	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	StarTek USA, Inc.		
Street Address:	8200 East Maplewood Avenue, Suite 100		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3858996	IDEAL INTERACTION	
Registration Number:	3735455	CLEAR VOICE	
CORRESPONDENCE DATA			
Fax Number:	3036073600		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	303-607-3500		
Email:	tmdnvr@faegrebd.com		
Correspondent Name:	Brian D. Brown		
Address Line 1:	1700 Lincoln Street		
Address Line 2:	Suite 3200		
Address Line 4:	Denver, COLORADO 80203-4532		
ATTORNEY DOCKET NUMBER:	454681.000003		
NAME OF SUBMITTER:	Brian D. Brown		

OP \$65.00 3858996

Signature:	/Brian D. Brown/
Date:	03/27/2013
Total Attachments: 5 source=Assignment 2 - March 18 2013 - Ideal Dialogue to StarTek USA#page1.tif source=Assignment 2 - March 18 2013 - Ideal Dialogue to StarTek USA#page2.tif source=Assignment 2 - March 18 2013 - Ideal Dialogue to StarTek USA#page3.tif source=Assignment 2 - March 18 2013 - Ideal Dialogue to StarTek USA#page4.tif source=Assignment 2 - March 18 2013 - Ideal Dialogue to StarTek USA#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of March 18, 2013 (the "Effective Date") between StarTek USA, Inc. ("Assignee") and Ideal Dialogue Company, LLC, a Florida limited liability company ("Assignor"). The Assignee and Assignor, are each individually, a "Party", and together, the "Parties." Capitalized terms used in this Assignment shall have the meanings specified in the Asset Purchase Agreement (as defined below) unless otherwise expressly defined herein.

RECITALS

A. Subject to the terms and conditions of that Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of the date hereof, by and among Assignee, Assignor and Timothy Hayes, the Assignor has agreed to transfer to the Assignee the Acquired Assets held by Assignor; and

B. The Acquired Assets include the trademarks listed on Exhibit A attached hereto and incorporated herein (the "Trademarks").

AGREEMENT

The Parties hereto agree as follows:

1. **Assignment of Trademarks.** On the terms and subject to the conditions of the Asset Purchase Agreement, the Assignor does hereby sell, transfer, assign, convey and deliver to the Assignee free and clear of all Encumbrances all of its right, title and interest in, to and under the Trademarks, together with all goodwill associated therewith and all trademark registrations, applications and renewals in connection therewith, and all claims for damages by reason of past, present or future infringement, dilution or misappropriation of the foregoing, with the right to sue for and collect the same, and the Assignee does hereby accept all of the right, title and interest of the Assignor in, to and under all of the foregoing.

2. **Delivery of Transfer Documents.** The Assignor agrees that it shall, on the terms and subject to the conditions of the Asset Purchase Agreement, promptly deliver to the Assignee such deeds, bills of sale, endorsements, consents, assignments and other good and sufficient instruments of conveyance and assignment as the Parties and their respective counsel shall deem reasonably necessary or appropriate to vest in the Assignee all of its right, title and interest in, to and under the Trademarks.

3. **No Effect on Asset Purchase Agreement.** The Parties hereby acknowledge and agree that neither the representations and warranties nor the rights, remedies and obligations of any party under the Asset Purchase Agreement shall be deemed enlarged, limited, modified or altered in any way by this Assignment. To the extent that any conflict exists between any of the terms of this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement will prevail.

4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflicts of law principles (whether of the State of Colorado or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State Colorado.

5. **Assignment.** Neither Party hereto may assign any of its rights or delegate any of its duties under this Assignment without the prior written consent of the other Party hereto (which consent will not be unreasonably withheld). All of the terms and provisions of this Assignment shall be binding on, and shall inure to the benefit of, the respective legal successors and permitted assigns of the Parties.

6. **No Benefits to Others.** The covenants and agreements contained in this Assignment are for the sole benefit of the Parties hereto and their respective successors and permitted assigns and shall not be construed as conferring and are not intended to confer any rights on any other persons.

7. **Counterparts.** This Assignment may be executed in counterparts, each of which may be deemed an original but together shall constitute but one and the same instrument. Such counterparts may be executed and delivered by facsimile or other electronic means by any of the Parties, and the receiving Party may rely on the receipt of such document so executed and delivered as if the original had been received.

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Signed as of the Effective Date.

ASSIGNEE:

STARTEK USA, INC.

By: 

Name Chad Carlson

Title: Chief Executive Officer

ASSIGNOR:

IDEAL DIALOGUE COMPANY, LLC

By: _____

Name:

Title:

[Signature Page: Trademark Assignment]

TRADEMARK
REEL: 004992 FRAME: 0162

Signed as of the Effective Date.

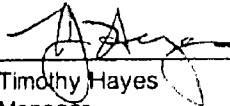
ASSIGNEE:

STARTEK USA, INC.

By: _____
Name
Title:

ASSIGNOR:

IDEAL DIALOGUE COMPANY, LLC

By:  _____
Name: Timothy Hayes
Title: Manager

[Signature Page: Trademark Assignment]

EXHIBIT A

Trademarks

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Owner of Record
IDEAL INTERACTION	United States	77801737	August 11, 2009	3858996	October 12, 2010	Ideal Dialogue Company, LLC
CLEAR VOICE	United States	77671272	February 16, 2009	3735455	January 5, 2010	Ideal Dialogue Company, LLC

[Exhibit A to Trademark Assignment]