

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608450

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/12/2020		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NCO HOLDINGS, INC.		12/31/2008	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Transworld Systems, Inc.		
Street Address:	150 N. Field Drive, Suite 200		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2621256	TRANSWORLD SYSTEMS	
Registration Number:	1726248	TSI	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	2149813308		
Email:	jchester@sidley.com		
Correspondent Name:	Sidley Austin LLP c/o Julia M. Chester		
Address Line 1:	2021 McKinney Avenue		
Address Line 2:	Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Julia M. Chester		
SIGNATURE:	/Julia M. Chester/		
DATE SIGNED:	11/12/2020		
Total Attachments: 13			
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DECLARATION OF JONATHAN BRAND
UNDER 37 C.F.R. §2.20

I, Jonathan Brand, Vice President of Corporate Legal of Transworld Systems, Inc., a California corporation ("Transworld"), owner of U.S. Trademark Registration No. 1,726,248 for "TSI" and Registration No. 2,621,256 for TRANSWORLD SYSTEMS ("the Marks"), have personal knowledge of the corporate events relating to the ownership of the Marks.

On August 7, 2008, Assignor Transworld assigned all right, title and interest in and to the Marks to NCO HOLDINGS, INC., a Delaware Corporation ("NCO"). Attached as Exhibit A is a copy of the Recordation Cover Sheet and Assignment of Service Marks and Service Mark Registrations evidencing the transfer of the Marks. The Assignment was recorded in the Assignment Branch of the US Trademark Office on August 7, 2008 at Reel: 003830 Frame: 0841. On August 7, 2008, Transworld rescinded the Assignment to NCO. Attached as Exhibit B is a copy of the Recordation Cover Sheet and Rescission Agreement evidencing rescission of rights in the Marks. The Rescission Agreement was deemed effective as of August 7, 2008 and recorded in the Assignment Branch of the US Trademark Office on January 27, 2009 at Reel: 003925 Frame:0408. Transworld has at all times been the owner of the Marks, controlling the nature and quality of the goods and services provided thereunder.

The undersigned, being warned that willful false statements and the like are punishable by fine or imprisonment or both, under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the application or document or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true; and all statements made on information and belief are believed to be true.

TRANSWORLD SYSTEMS, INC.,
a California corporation

By: *Jonathan Brand*
Jonathan Brand

Its: VP, Corporate Legal

Date: November 12, 2020

EXHIBIT A

ASSIGNMENT OF SERVICE MARKS AND SERVICE MARK REGISTRATIONS

THIS AGREEMENT is effective as of the 7th day of August, 2008, by and between TRANSWORLD SYSTEMS, INC., a California corporation, with an address at 5880 Commerce Blvd., Rohnert Park, California, 94928, ("ASSIGNOR"), and NCO HOLDINGS, INC., a Delaware Corporation, with an address at 507 Prudential Road, Horsham, Pennsylvania; 19044 ("ASSIGNEE").

WHEREAS, the ASSIGNOR is the exclusive owner of, and has adopted and used, the service marks listed in Appendix A for which it owns federal registrations in the United States Patent and Trademark Office;

WHEREAS, ASSIGNEE is desirous of acquiring said service marks and the registrations thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the ASSIGNOR does hereby assign, sell and transfer to ASSIGNEE, its successors and assigns, all of its rights, title, and interest in and to said marks, together with the goodwill of the business symbolized by and associated with said marks and the registrations thereof.

IN TESTIMONY WHEREOF, the ASSIGNOR has executed this Assignment by a duly authorized officer.

TRANSWORLD SYSTEMS, INC.





Dated: August 7, 2008

By: 

Joshua Gindin
Vice President and Secretary

APPENDIX A

SERVICE MARK REGISTRATIONS

Mark	Status	Class	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
	Registered	36	3,100,763	6/6/2006	Transworld, Systems, Inc.
TRANSWORLD SYSTEMS	Registered	35, 36	2,621,256	9/17/2002	Transworld, Systems, Inc.
	Registered	36	2,640,946	10/22/2002	Transworld, Systems, Inc.
	Registered	36	2,701,216	3/25/2003	Transworld, Systems, Inc.
	Registered	36	2,550,057	3/19/2002	Transworld, Systems, Inc.
CDIS	Registered	9	1,783,991	7/27/1993	Transworld, Systems, Inc.
TSI	Registered	36	1,726,248	10/20/1992	Transworld, Systems, Inc.
TRANSWORLD SYSTEMS, INC.	Registered	36	1,312,616	1/1/1985	Transworld, Systems, Inc.

101358.00100/11811605v.1

RECORDED: 08/07/2008

TRADEMARK
REEL: 003830 FRAME: 0843

TRADEMARK
REEL: 007104 FRAME: 0829

EXHIBIT B

RESCISSION AGREEMENT

This RESCISSION AGREEMENT is effective as of the 7th day of August, 2008, by and between TRANSWORLD SYSTEMS, INC., a California corporation, with an address at 5880 Commerce Blvd., Rohnert Park, California, 94928 ("ASSIGNOR"), and NCO HOLDINGS, INC., a Delaware corporation, with an address at 1201 Market Street, Suite 800, Wilmington, Delaware 19801 ("ASSIGNEE").

A. Assignor and Assignee are parties to that certain Assignment of Service Marks and Service Mark Registrations, dated as of August 7, 2008 (the "Assignment Agreement").

B. Pursuant to the Assignment Agreement, Assignor purported to have assigned, sold and transferred to Assignee all of its rights, title and interest in and to the service marks listed in Appendix A.

C. The parties desire to rescind the assignment, sale and transfer of such service marks and nullify the Assignment Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows.

1. Effective as of August 7, 2008, and notwithstanding anything in the Assignment Agreement to the contrary, the assignment, sale and transfer set forth in the Assignment Agreement are hereby rescinded and both parties hereby agree that Assignor retained and retains all right, title and interest in the service marks listed in Appendix A, together with all goodwill in and to the same.

2. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

[Signature Page Follows]

The parties accept this Agreement and have caused this Agreement to be executed, and each party represents and warrants that its signatory whose signature appears below has been during all negotiations regarding this Agreement, and is on the date executed, duly authorized by all necessary and appropriate corporate action to execute this Agreement on its behalf.

TRANSWORLD SYSTEMS, INC.

By: _____

Name: _____

Title: _____

Date: _____

NCO HOLDINGS, INC.

By: *Gail Susan Ball*

Name: GAIL SUSAN BALL


Title: VP, TREASURER

Date: 12/31/08

The parties accept this Agreement and have caused this Agreement to be executed, and each party represents and warrants that its signatory whose signature appears below has been during all negotiations regarding this Agreement, and is on the date executed, duly authorized by all necessary and appropriate corporate action to execute this Agreement on its behalf.

TRANSWORLD SYSTEMS, INC.

NCO HOLDINGS, INC.

By: 

By: _____

Name: James R. Schwab

Name: _____





Title: CFO / Treasurer

Title: _____

Date: 12/31/2008

Date: _____

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Registered	36	2,550,057	3/19/2002	Transworld, Systems, Inc.	
Registered	9	1,783,991	7/27/1993	Transworld, Systems, Inc.	CDIS
Registered	36	1,726,248	10/20/1992	Transworld, Systems, Inc.	TSI
Registered	36	1,312,616	1/1/1985	Transworld, Systems, Inc.	TRANSWORLD SYSTEMS, INC.

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RECORDED: 01/27/2009

RECORDED: 11/12/2020

TRADEMARK
REEL: 003925 FRAME: 0413

TRADEMARK
REEL: 007104 FRAME: 0834