

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670509

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	07/01/2020		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TransPerfect Translations International Inc.		07/01/2020	Corporation:
RECEIVING PARTY DATA			
Name:	TransPerfect Technologies LLC		
Street Address:	American International Plaza, 250 Av., Luis Munoz Rivera		
City:	San Juan		
State/Country:	PUERTO RICO		
Postal Code:	00918		
Entity Type:	Limited Liability Company: PUERTO RICO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6451684	TRANSLATIONS.COM	
Registration Number:	6451683	TRANSLATIONS.COM WE KNOW HOW	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6468982030		
Email:	docket@peroffsaunders.com		
Correspondent Name:	Jason Kasner		
Address Line 1:	745 Fifth Avenue, Suite 500		
Address Line 4:	New York, NEW YORK 10151		
DOMESTIC REPRESENTATIVE			
Name:	Michael A. Peroff		
Address Line 1:	745 Fifth Avenue, Suite 500		
Address Line 4:	New York, NEW YORK 10151		
NAME OF SUBMITTER:	Jason Kasner		
SIGNATURE:	/Jason Kasner/		

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DATE SIGNED:	08/26/2021
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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), is entered into, *nunc pro tunc*, as of July 1, 2020 by and between TransPerfect Translations International Inc., a New York corporation ("Assignor"), having a place of business at American International Plaza, 250 Av., Luis Muñoz Rivera, San Juan, PR 00918 and TransPerfect Technologies LLC, a Puerto Rican Limited Liability Company (the "Assignee"), having its principal place of business at American International Plaza, 250 Av., Luis Muñoz Rivera, San Juan, PR 00918.

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title, and interest in and to certain intellectual property including trademarks (hereinafter referred to as "Assigned Trademarks") identified in Schedule "A".

WHEREAS, Assignor desires to assign and Assignee desires to acquire the Assigned Trademarks identified in Schedule "A" including the goodwill associated and symbolized therewith.

NOW THEREFORE, in consideration of the premises and the mutual warranties, representations, covenants and agreements herein contained, and for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns, free and clear of all encumbrances except the security interest dated June 7, 2019, owned by Bank of America, N.A., as Administrative Agent, duly recorded in the U.S. Patent & Trademark Office, (a) all of Assignor's worldwide right, title and interest in and to the Assigned Trademarks, including, without limitation, any registrations, applications, renewals and extensions therefor, together with the goodwill associated with the Assigned Trademarks and symbolized thereby, effective as of the date hereof; and (b) all other rights accruing thereunder or pertaining thereto in any jurisdiction throughout the world for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as full and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including (i) claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, dilution, conflict with or other violation of any of the foregoing, and all income, royalties or payments due or payable as of the date hereof or hereafter in respect of any of the foregoing, and (ii) rights to apply in any or all countries of the world for trademark protection for the Assigned Trademarks, in each case, effective as of the date hereof.

2. Recordation. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks and any other applicable governmental authority or registrar to record and register Assignee as the owner of the Assigned Trademarks, and to issue any and all Assigned Trademarks to Assignee, as assignee of all of Assignor's right, title and interest in and to the Assigned Trademarks. Assignee shall have the right to record this Agreement with all applicable governmental authorities and registrars so as to perfect ownership of the Assigned Trademarks and to grant security interests therein.

3. Governing Law; Venue; No Jury Trial. All issues and questions concerning the formation, existence, termination, construction, validity, enforcement and interpretation of this Assignment will be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. Any suit relating to this Agreement shall be instituted only in a state or federal court in New York County, New York, and the parties irrevocably consent and waive all objections concerning or related to venue and/or the jurisdiction of any such court. The parties waive any right to a trial by jury for any disputes arising out of or relating to this Agreement.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Such counterparts may be delivered in electronic format (including by fax and electronic mail).

5. Further Assurances. Without further consideration, at Assignee's reasonable request, Assignor agrees, for itself and its successors and assigns, to promptly execute and deliver, or promptly cause to be executed and delivered, all such further documents or performance such acts as Assignee may reasonably request (including executing, acknowledging and delivering to Assignee such further assurances, deeds, assignments, powers of attorney, bills of sale, consents and other instruments and documents as Assignee may reasonably request) in order to more fully consummate the transactions contemplated herein and in order to more effectively vest, transfer, and confirm the right, title and interest of Assignee in the Assigned Trademarks.

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Assignment as of the date first above written.

Assignor:

TransPerfect Translations International Inc.

By: 

Name: Roy Trujillo

Title: Chief Operating Officer

Assignee:

TransPerfect Technologies LLC

By: 

Name: Phil Shawe

Title: President

EXHIBIT A

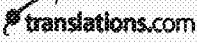
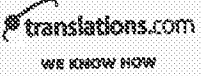
TRADEMARK	JUR	REG/NO.	CLASS	GOODS & SERVICES	REG. DATE
TRANSLATIONS. COM & Design 	US	6,451,684	35, 41, 42, 45	<p>Class 35: consulting services in the field of internet marketing, namely, website localization and software localization; search engine optimization for sales promotion; business consulting services in the field of globalization management; development of advertising content, namely, content authoring and website content development; business consulting services in the field e-commerce</p> <p>Class 41: Language translation and interpretation services.</p> <p>Class 42: Updating computer software, namely, software localization; Testing of computer software; technological consultation in the fields of artificial intelligence, machine translation, content management systems, e-commerce systems, voice response systems; Information rights management in the nature of cybersecurity services, namely, restricting unauthorized access to computer systems featuring documents containing sensitive information.</p> <p>Class 45: regulatory compliance consulting in the field of language translation and interpretation.</p>	August 17, 2021

EXHIBIT A

<p>TRANSLATIONS. COM WE KNOW HOW & Design</p>  <p>translations.com WE KNOW HOW</p>	<p>US</p>	<p>6,451,683</p>	<p>35, 41, 42, 45</p>	<p>Class 35: consulting services in the field of internet marketing, namely, website localization and software localization; search engine optimization for sales promotion; business consulting services in the field of globalization management; development of advertising content, namely, content authoring and website content development; business consulting services in the field e-commerce</p> <p>Class 41: Language translation and interpretation services.</p> <p>Class 42: Updating computer software, namely, software localization; Testing of computer software; technological consultation in the fields of artificial intelligence, machine translation, content management systems, e-commerce systems, voice response systems; Information rights management in the nature of cybersecurity services, namely, restricting unauthorized access to computer systems featuring documents containing sensitive information.</p> <p>Class 45: regulatory compliance consulting in the field of language translation and interpretation.</p>	<p>August 17, 2021</p>
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