

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685803

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genpact Limited		03/29/2012	Corporation: BERMUDA
RECEIVING PARTY DATA			
Name:	Genpact Luxembourg S.À R.L.		
Street Address:	412F Route d'Esch		
City:	Luxembourg L-2086		
State/Country:	LUXEMBOURG		
Entity Type:	Corporation: LUXEMBOURG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3951599	SEP	
CORRESPONDENCE DATA			
Fax Number:	6504936811		
<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:	6504939300		
Email:	trademarks@wsgr.com		
Correspondent Name:	Brandon P. Leahy		
Address Line 1:	650 Page Mill Road		
Address Line 2:	WILSON SONSINI GOODRICH & ROSATI		
Address Line 4:	Palo Alto, CALIFORNIA 93404		
ATTORNEY DOCKET NUMBER:	52223-900		
NAME OF SUBMITTER:	Brandon P. Leahy, Attorney of Record		
SIGNATURE:	/Brandon P. Leahy/		
DATE SIGNED:	11/04/2021		
Total Attachments: 7			
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TRADE MARK ASSIGNMENT AGREEMENT

This Agreement of Trade Mark Assignment ("this Agreement") is made and entered into on the 29th day of March, 2012 ("Effective Date")

Between

GENPACT LIMITED, a Bermuda corporation (hereinafter called the "Assignor" which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors and permitted assigns) having its registered office at Canon's Court, 22 Victoria Street, Hamilton HM 12, Bermuda of the **FIRST PART**;

And

GENPACT LUXEMBOURG S.A.R.L., a Luxembourg corporation (hereinafter called the "Assignee" which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors and permitted assigns) having its principal office at 412F, Route d'Esch L-2086, Luxembourg of the **SECOND PART**.

The Assignor and Assignee are hereinafter individually referred to as "Party" and collectively as "Parties".

WHEREAS

- A. The Assignor is the sole legal and economic owner of the trade marks together with the goodwill associated therewith, registered and/or pending registration in various jurisdictions of the world in respect of diverse goods and services as set forth in **Annexure A** (hereinafter referred to as the "Trade Marks");
- B. The Assignor is desirous of assigning the Trade Marks together with the goodwill associated therewith to the Assignee (who is an indirect subsidiary of the Assignor) in accordance with the terms and conditions herein and the Assignee is agreeable thereto.

NOW THIS ASSIGNMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. ASSIGNMENT AND CONSIDERATION

- 1.1 With effect on the Effective Date, the Assignor, irrevocably and absolutely assigns, transfers and conveys the entire rights, title and interest in and to the Trade Marks together with the goodwill appurtenant thereto and symbolized thereby, and to all causes of action and the rights to sue, counterclaim and recover, for past, present and future infringement or unauthorised use of the rights and interest assigned hereunder as a transfer without any consideration in money or money's worth to hold unto the Assignee absolutely.

- 1.2 The Assignor agrees and undertakes that it shall at any and all times, upon request by the Assignee, or its legal representatives, do all things and take all actions required to prosecute, maintain and enforce the Trade Marks in all relevant jurisdictions; and make, execute, and deliver, any and all such other and further instruments, deeds and documents as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this Agreement and shall cooperate with the Assignee, at the Assignee's expense, in ensuring that the Assignee is recorded as the subsequent proprietor of the Trade Marks with the relevant trade mark / intellectual property office or appropriate government or regulatory authorities (together the "IP Office") in all relevant jurisdictions in which the Trade Marks are registered/pending registration.
- 1.3 For the purpose of perfecting the title of the Assignee or completing or registering the assignment of the Trade Marks in various jurisdictions in which the Trade Marks are registered/pending registration, the Assignor further undertakes, if necessary, to execute a specific Confirmatory Trademark Assignment Agreement for each such jurisdiction, as set forth in Annexure B or in any other form that may be required by the relevant IP Office.

2. REPRESENTATIONS AND WARRANTIES

To the best of Assignor's knowledge, the Assignor hereby represents and warrants to the Assignee as follows:

- 2.1 The Assignor is the sole legal and economic owner and proprietor of the Trade Marks and all rights, title and interest in and to the Trade Marks vest solely and exclusively in the Assignor;
- 2.2 The Trade Marks are free from all liens, charges encumbrances or other obligations, either written or implied except where this Agreement specifies otherwise, and there are no outstanding defects and infirmities in the title;
- 2.3 The Assignor is well and sufficiently entitled to, and has full right, power and authority to assign, assure and transfer the Trade Marks to the Assignee absolutely;
- 2.4 No coexistence agreement has been concluded with any third parties involving the Trade Marks;
- 2.5 The Assignor and / or its predecessor in title, Genpact Global Holdings SICAR S.a.r.l ("Genpact Global"), has, over the years, allowed the various affiliates/subsidiaries of the Assignor to use the Trade Marks, with a clear understanding that all goodwill arising from the use of the Trade Marks shall exclusively inure to the benefit of the legal owner of the Trade Marks. By virtue of the Intellectual Property Assignment dated July 17, 2007, the Assignor herein had obtained assignment of the Trade Marks from Genpact

Global and is the sole legal and economic owner of the Trade Marks and all goodwill appurtenant thereto and symbolized thereby.

- 2.6 The Assignor has not entered into any contracts, arrangements or understandings, written or oral, relating or pertaining to the Trade Marks, to, or in favour of any third party which could prevent or have any material impact on the transfer and/or the assignment of the Trade Marks to and in favour of the Assignee;
- 2.7 The Assignor shall not register or seek to register the Trade Marks, or a derivative, or any other trade mark which includes the Trade Marks or any substantially identical or deceptively similar name or mark to the Trade Marks in connection with any product or services from the Effective Date.

3. FUTURE ASSURANCES

- 3.1 The Assignor shall assist the Assignee in recording this Agreement and/or Annexure B with appropriate government or regulatory authorities in the jurisdictions where such recording is required by law or regulation.
- 3.2 The Assignor shall make best efforts and endeavours to assist the assignee in making available all information and documents relating to the use of the Trade Marks that may be necessary for enforcing and asserting rights and / or taking legal action against third parties for infringement, passing off or like proceedings in a court of law and / or before any IP Offices of the respective jurisdictions.

4. WAIVER

No failure or delay by any of the Parties to exercise any right or remedy under this Agreement shall be construed or operate as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy. Any waiver by either Party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of a preceding or subsequent breach. Each Party's rights and remedies are cumulative and are not exclusive of any rights or remedies provided by law.

5. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Grand-Duchy of Luxembourg, without giving effect to its conflicts of law principles.

The Parties to this Agreement hereby irrevocably submit to the exclusive jurisdiction of the courts of the District of Luxembourg in connection with any dispute arising under the Agreement.

6. SEVERABILITY

If any provision of this Agreement is rendered void, illegal or unenforceable in any respect under Applicable Law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Should any provision of this Agreement be or become unenforceable, the Parties shall use reasonable endeavours to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision


In witness whereof, the parties have signed this Agreement in three original counterparts through a duly authorized signatory on the date month and year first above written

Assignor:
FOR GENPACT LIMITED



Name: Victor Guaglianone
Title: Senior Vice President and General Counsel

Assignee:
FOR GENPACT LUXEMBOURG S.A.R.L.






Name: Heather White
Title: Manager

ANNEXURE A




1. Trade Mark Status Report for Genpact (word) marks – Annexure A.1 – pages 1 to 18
2. Trade Mark Status Report for Genpact (Tagline) marks – Annexure A.2 – pages 1 to 15
3. Trade Mark Status Report for Genpact (SEP) marks – Annexure A.3 – pages 1 to 2
4. Trade Mark Status Report for Genpact (Graphic square and triangle) marks – Annexure A.4 – pages 1 to 18
5. Listing of other Indian Trade mark applications – Annexure A.5 – pages 1 to 9

Trademark Status Report for GENPACT

Annexure A.3

Country	Mark	Appln. No. Appln. Date	Reg. No. Reg. Date	Class	Goods/Services	Status	Client / Matter
Canada		1448075 12-Aug-2009			accounting services, services in connection with preparing financial statement, fiscal management services, marketing services; practical training services in the areas of business management, business operation, business outsourcing, business process, business administration, supply change management, computers, databases project management, human resources and sales and marketing; workshop arranging and conducting services in the areas of business management, business operation, business outsourcing, business process, business administration, supply chain management, computers, databases project management, human resources and sales and marketing; conducting services in the areas of business management, business operation, business outsourcing, business process, business administration, supply chain management, computers, databases project management, human resources and sales and marketing.	Pending	13391 / 235
Community Trade Mark		8491615 14-Aug-2009	8491615 03/16/2010	35 41	accounting services, service in connection with preparing financial statement, fiscal management services, marketing services; conducting services in the areas of business management, business operation, business outsourcing, business process, business administration, supply chain management, computers, databases project management, human resources and sales and marketing.	Registered	13391 / 234
India		1852394 19-Aug-2009		35 41	accounting services, services in connection with preparing financial statement, fiscal management services, marketing services. practical training services in the areas of business management, business operation, business outsourcing, business process, business administration, supply change management, computers, databases project management, human resources and sales and marketing; workshop arranging and conducting services in the areas of business management, business operation, business outsourcing, business process, business administration, supply chain management, computers, databases project management, human resources and sales	Published	13391 / 236

Trademark Status Report for GENPACT

Country	Mark	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Class	Goods/Services	Status	Client / Matter
Japan		200962201	14-Aug-2009			35 36	advice and consultancy relating to business management, business operation, business outsourcing, business process, business administration, supply chain management, computer databases project management, human resources and sales and marketing.	Pending	13391 / 237
United States of America		77/802037	11-Aug-2009	3951599	04/26/2011	35	conducting services in the areas of business management, business operation, business outsourcing, business process, business administration, supply chain management, computers, databases project management, human resources and sales and marketing.	Registered	13391 / 233
United States of America		77/802045	11-Aug-2009			41	providing training services in the areas of business management, business operation, business outsourcing, business process, business administration, supply change management, computers, databases project management, human resources and sales and marketing; arranging workshops in the areas of business management, business operation, business outsourcing, business process, business administration, supply chain management, computers, databases project management, human resources and sales and marketing.	Allowed	13391 / 238