# OP \$115.00 525287

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM740864

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LMK Clinical Research Consulting, LLC		10/30/2021	Limited Liability Company: NORTH CAROLINA

#### **RECEIVING PARTY DATA**

Name:	TransPerfect Technologies LLC	
Street Address:	250 Av. Luis Munoz Rivera	
Internal Address:	AMERICAN INTERNATIONAL PLAZA	
City:	San Juan	
State/Country:	PUERTO RICO	
Postal Code:	00918	
Entity Type:	Limited Liability Company: PUERTO RICO	

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark	
Registration Number:	5252878	TMF UNIVERSITY	
Registration Number:	5062293	THERACON	
Registration Number:	5067069	LMK CLINICAL RESEARCH CONSULTING	
Registration Number:	5062183	LMK CLINICAL RESEARCH CONSULTING	

#### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 6468982030

Email: docket@peroffsaunders.com

Correspondent Name: Jason H. Kasner Address Line 1: 745 5th Avenue

Address Line 2: Suite 500

Address Line 4: New York, NEW YORK 10151

**DOMESTIC REPRESENTATIVE** 

Name: Mark Ira Peroff

**Address Line 1:** 745 5th Avenue, Suite 500

Address Line 2: Peroff Saunders P.C.

TRADEMARK
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Address Line 4: New York, NEW YORK 10151				
NAME OF SUBMITTER:	Jason H. Kasner			
SIGNATURE:	/JHK/			
DATE SIGNED:	07/13/2022			
Total Attachments: 5				
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source=Trademark_Assignment_Agreement - EXECUTED#page3.tif				
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#### TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT ("Assignment") is entered into as of October 30, 2021 by and between LMK Clinical Research Consulting, LLC, a limited liability company organized under the laws of North Carolina ("LMK" or "Assignor") and TransPerfect Technologies LLC, a Puerto Rico 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: (1) 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 and (2) the registrant of record and owner of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule B hereto and the domain name registration therefor (the "Assigned Domain Names");

WHEREAS, Assignor desires to assign and Assignee desires to acquire the Assigned Trademarks and Assigned Domain Names identified on the attached Schedules, 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.

- a. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns, free and clear of all encumbrances (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.
- b. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns, free and clear of all encumbrances all of Assignors' worldwide right, title and interest in and to the Assigned Domain Names.
- 2. <u>Recordation.</u> Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks and any other applicable governmental authority or registrar to record

TRADEMARK REEL: 007785 FRAME: 0907 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.

- 3. Registrant Name Change. Upon the written request of Assignee, the Assignor shall, within five (5) business days: (i) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar for each Assigned Domain Name (the "Registering Authority") to transfer such Assigned Domain Name to Assignee on an expedited basis, (ii) submit or file such registrant name change agreements or other forms to or with the Registering Authority in accordance with the policies and rules of the Registering Authority, and (iii) take any further actions in accordance with the policies and rules of the Registering Authority as required to transfer such Assigned Domain Name to Assignee on an expedited basis.
- 4. <u>Governing Law.</u> 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.
- 5. <u>Counterparts.</u> 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).
- 6. <u>Further Assurances.</u> Without further consideration, at Assignee's reasonable request, Assignor, 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.

LMK CLINICAL RESEARCH CONSULTING, LLC

Sholul Eldairand

By: \_\_\_\_\_ Sholeh Ehdaivand

President and Chief Executive Officer

TRANSPERFECT INTERNATIONAL LLC

By: Adam Mimeles (Nov 1, 2021 10:22 EDT)

Adam Mimeles General Counsel

## SCHEDULE A

# ASSIGNED TRADEMARKS

- 1. Federally Registered Trademark Registration Number 5067069 with the Registration Date of October 25, 2016
- 2. Federally Registered Trademark Registration Number 5062183 with the Registration Date of October 18, 2016
- 3. The following unregistered tradenames and trademarks as used by Assignor:
  - a. Tradename and trademark of "LMK Clinical Research and Consulting"
  - b. Tradename and trademark of "TMF University"
  - c. Tradename and trademark "Theracon"
  - d. Tradename and trademark "Theralign"

# **SCHEDULE B**

# ASSIGNED DOMAIN NAMES

www.lmkclinicalresarch.com

**RECORDED: 07/13/2022** 

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