

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742729

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	08/05/2021		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEBCERTAIN GROUP LIMITED		07/20/2022	Corporation: UNITED KINGDOM
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: 1			
Property Type	Number	Word Mark	
Registration Number:	3712438	WEBCERTAIN	
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 H. Kasner		
Address Line 1:	745 5th Avenue, Suite 500		
Address Line 2:	Peroff Saunders P.C.		
Address Line 4:	New York, NEW YORK 10151		
DOMESTIC REPRESENTATIVE			
Name:	Mark I. Peroff		
Address Line 1:	745 5th Avenue, Suite 500		
Address Line 2:	Peroff Saunders P.C.		
Address Line 4:	New York, NEW YORK 10151		
NAME OF SUBMITTER:	Jason H. Kasner		

OP \$40.00 3712438

SIGNATURE:	/JHK/
DATE SIGNED:	07/21/2022
Total Attachments: 3 source=Trademark Assignment Agreement - Webcertain (signed)#page1.tif source=Trademark Assignment Agreement - Webcertain (signed)#page2.tif source=Trademark Assignment Agreement - Webcertain (signed)#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), is entered into, *nunc pro tunc*, as of August 5, 2021 by and between WEBCERTAIN GROUP LIMITED, a United Kingdom Company with an address at BLACKTHORN HOUSE, WYKEHAM ROAD, NORTHMINSTER BUSINESS PARK, UPPER POPPLETON, YORK UNITED KINGDOM YO26 6QW, 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, (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.

3. Governing Law. 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.

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:

Webcertain Group Limited

By: 

Name: Roy Trujillo

Title: Director

Date: July 20, 2022

Assignee:

Transperfect Technologies LLC

By: 

Name: Roy Trujillo

Title: Chief Operating Officer

Date: July 20, 2022

EXHIBIT A

Country	Classes	Application Details		Registration Details			Status	Description of Goods
		Number	Date	Number	Term	Renewal		
European Union (EU27) & etc	35, 41, 42	064520458	28 Jul 2015	064520458	03 Oct 2017	28 Jul 2025	REGISTERED	<p>Spec. of Goods 35</p> <p>Marketing services, online marketing; internet marketing services, direct marketing services, email marketing services, submission of websites to search engines, search engine submission services; collection, compilation and analysis of business statistics; collection, compilation and analysis of statistics from websites; public relations services; online public relation services; information, advice and consultancy relating to the abovesaid services.</p> <p>Spec. of Goods 41</p> <p>Translation services, provision of information from websites, provision of non-downloadable electronic publications, training services, education and advice relating to the abovesaid services</p> <p>Spec. of Goods 42</p> <p>Website development services; website design services; website maintenance services; website optimization services; rental of access to computer software provided via a global computer network; rental of access to computer software for the management of customers provided via a global computer network; information and advice relating to the abovesaid services.</p>
United Kingdom (UK)	35, 41, 42	064520458	29 Jul 2015	UK06504539459	03 Oct 2017	28 Jul 2025	REGISTERED	<p>Spec. of Goods 35</p> <p>Marketing services, online marketing, internet marketing services, direct marketing services, email marketing services, submission of websites to search engines, search engine submission services; collection, compilation and analysis of business statistics; collection, compilation and analysis of statistics from websites; public relations services; online public relation services; information, advice and consultancy relating to the abovesaid services.</p> <p>Spec. of Goods 41</p> <p>Translation services, provision of information from websites, provision of non-downloadable electronic publications, training services, education and advice relating to the abovesaid services</p> <p>Spec. of Goods 42</p> <p>Website development services; website design services; website maintenance services; website optimization services; rental of access to computer software provided via a global computer network; rental of access to computer software for the management of customers provided via a global computer network; information and advice relating to the abovesaid services.</p>
United States	35, 41, 42	77087951	22 Jun 2017	5192638	17 Nov 2019	17 Nov 2029	REGISTERED	<p>Spec. of Goods 35</p> <p>Marketing services, namely, online advertising and marketing and internet marketing services, namely, providing the goods and services of others via an internet website; direct marketing services; Promoting the goods and services of others through search engines referral traffic and reporting; collection, compilation and analysis of business statistics; collection, compilation and analysis of statistics from websites for business or commercial purposes; public relations services; online public relation services; information, advice and consultancy in the field of advertising and marketing</p> <p>Spec. of Goods 41</p> <p>Translation services; translation of website; translation services relating to the marketing of website; training in the field of online marketing</p> <p>Spec. of Goods 42</p> <p>Website development for others; website design services; website maintenance services for others; website optimization services; rental of access to computer software provided via a global computer network; rental of access to computer software for the management of customers provided via a global computer network; Providing on-line use of on-line non-downloadable computer software for the management of contacts provided via a global computer network</p>