

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498836

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sapient Corporation		11/05/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Terramark Markencreation GmbH		
Street Address:	Wachmannstrasse 1B		
City:	Bremen		
State/Country:	GERMANY		
Postal Code:	28209		
Entity Type:	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4298521	IONOS	
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:	7733200593		
Email:	awashelesky@culhanemeadows.com		
Correspondent Name:	Angela M Washelesky		
Address Line 1:	4249 N Kolmar Ave, Suite 101		
Address Line 4:	Chicago, ILLINOIS 60641		
NAME OF SUBMITTER:	Angela Washelesky		
SIGNATURE:	/Angela Washelesky/		
DATE SIGNED:	11/19/2018		
Total Attachments: 5			
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OP \$40.00 4298521

THIS TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT (this "Agreement"), dated ^{Nov-05} _____, 2018 (the "Effective Date"), is made and entered into by and between Sapient Corporation, having registered offices at 131 Dartmouth Street, Boston, MA 02166, USA ("Assignor") on the one hand, and Terramark Markencreation GmbH, having registered offices at Wachmannstraße 1B, 28209 Bremen, Germany ("Assignee"), on the other hand.

RECITALS

- A. Assignor owns all right, title and interest in and to the Marks (as such term is defined herein);
- B. Assignor desires to sell and assign to Assignee and Assignee wishes to purchase and obtain Assignor's entire right, title and interest in and to the Marks.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto hereby agree as follows:

1. Assignment

Assignor hereby irrevocably assigns all of its right, title and interest in the trademarks identified and set forth on Schedule A attached hereto and incorporated herewith (collectively, the "Marks"), to Assignee, together with the goodwill appurtenant thereto. Assignor acknowledges that, following such assignment, the Assignee shall be the owner of all right, title and interest in and to the Marks. Assignee will record the assignment as it deems necessary and at its sole expense. Assignor will take all additional steps and execute additional documents as reasonably requested by Assignee to perfect this assignment and/or register this assignment with the proper state and local regulatory agencies and authorities, at Assignee's expense.

2. Consideration

- 2.1 As aggregate consideration for the assignment of the Marks, Assignee shall pay, or cause to be paid, to the Assignor the total sum of \$ (the "Purchase Price") payable in U.S. dollar by way of bank transfer to the account of the Assignor immediately upon execution of the Agreement.

3. **Warranties**

Assignor warrants and represents to Assignee as of the Effective Date:

- 3.1 Assignor is the owner of all right, title and interest in and to the Marks set forth on Schedule A.
- 3.2 Assignor has the full right and authority to enter into this Agreement and to execute the transaction contemplated hereby.
- 3.3 To the best of Assignor's knowledge, there are no pending infringement or nullity actions or claims in respect of or against the Marks in the respective territories.
- 3.4 Assignors give no further warranties or representations in respect of the Marks. Assignee is fully aware that the Marks may be vulnerable and not enforceable on grounds of non-use.

4. **Notices**

All notices, consents or other communications related to this Agreement or otherwise required by law shall be in writing and may be given to or made upon the respective parties at the following mailing addresses

Assignor:
Culhane Meadows PLLC
30 S. Wacker Drive
22nd Floor
Chicago, Illinois 60606
Attn: Angela M. Washelesky, Esq.
Email: awashelesky@culhanemeadows.com

Assignee:
BOEHMERT & BOEHMERT Anwaltpartnerschaft mbB
Kurfürstendamm 185
10707 Berlin
Germany
Attn: Dr. Andreas Dustmann
Email: dustmann@boehmert.de

Such addresses may be changed by notice given as provided in this subsection.

5. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, without giving effect to any of the conflicts of law principles that would result in the application of the substantive law of another jurisdiction. This Agreement shall not be interpreted or construed with any presumption against the party causing this Agreement to be drafted.

6. **Modification of Agreement and Waiver.**

This Agreement may not be amended except by a writing executed by the parties hereto.

7. **Entire Agreement**

This Agreement represents the entire agreement of the parties relating to the matters described in this Agreement, and no prior representations or agreements, whether written or oral, shall be binding on any party unless incorporated into this Agreement or agreed to by the party in a writing signed by the party on or after the date of this Agreement.

Signed for and on behalf of Sapient
Corporation


By:

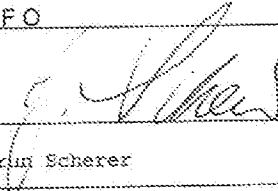
Position:

Signed for and on behalf of Terramark
Markencreation GmbH

By:

Position:

 Ariel Marciano

CFO


Gudrun Scherer

Managing Director (Geschäftsführer)

SCHEDULE A

Trade mark	Trade mark Office	Registration number	Trade mark status	Recorded registrant name	Nice class	Application date	Registration date
IONOS	IN	2028438	Registered	Sapient Corporation	9,35,42	15-10-2010	15-02-2016 (Journal Date)
IONOS	US	4298321	Registered	Sapient Corporation	9,35,42	14-04-2010	08-03-2013
IONOS	CA	TMA391140	Registered	Sapient Corporation	9,35,42	13-10-2010	27-11-2014
IONOS	WO*	1068493	Registered	Sapient Corporation	9,35,42	13-10-2010	13-10-2010
IONOS	DAE	148409	Registered	Sapient Corporation	9		21-4-2013

RONOS	UAE	148410	Registered	Sapient Corporation	35		31-10-2010
RONOS	UAE	148409	Registered	Sapient Corporation	42		31-10-2010
RONOS	Hong Kong	307735858	Registered	Sapient Corporation	9,35,42		14-10-2010

* International Registration designating Australia, China, European Union and Japan. Grant of Protection Notices issued for the European Union and Australia. Partial protection granted in Japan and in China.