

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM588940

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	01/01/2020

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Translations.com, Inc.		07/27/2020	Corporation: NEVADA

**RECEIVING PARTY DATA**

<b>Name:</b>	TransPerfect Translations International Inc.
<b>Street Address:</b>	250 Av., Luis Muñoz Rivera
<b>Internal Address:</b>	American International Plaza
<b>City:</b>	San Juan
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	00918
<b>Entity Type:</b>	Corporation: NEW YORK

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3493424	TRANSSTUDIO
<b>Registration Number:</b>	3468972	TRANSLATOR STUDIO

**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:** 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

**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

OP \$65.00 3493424

<b>NAME OF SUBMITTER:</b>	Mark I. Peroff
<b>SIGNATURE:</b>	/MarkIPeroff/
<b>DATE SIGNED:</b>	07/28/2020
<b>Total Attachments: 3</b> source=Final Translations.com Inc. Assignment 7.28.20#page1.tif source=Final Translations.com Inc. Assignment 7.28.20#page2.tif source=Final Translations.com Inc. Assignment 7.28.20#page3.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), is entered into, nunc pro tunc, as of January 1, 2020, by and between Translations.com, Inc., a Nevada corporation ("Assignor"), having a place of business at 3 Park Avenue, 37th Floor New York, New York 10016 and TransPerfect Translations International Inc., a New York corporation ("Assignee"), having a 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 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.

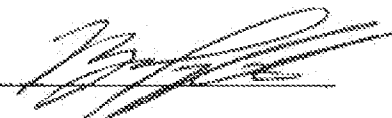
4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Such counterparts may be delivered in electronic format (including by fax and electronic mail).

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:

Translations.com, Inc.

By: 

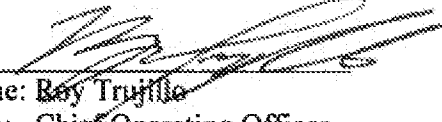
Name: Roy Trujillo

Title: Chief Operating Officer

July 27, 2020

Assignee:

TransPerfect Translations International Inc.

By: 

Name: Roy Trujillo

Title: Chief Operating Officer

July 27, 2020

# EXHIBIT A

TRANSLUDIC	United States	777160,854	3,483,424	Registered	008 - Computer programs in the field of language translation
TRANSLATOR STUDIO	United States	777160,858	3,486,872	Registered	009 - Computer programs in the field of language translation