

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605986

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TTEC Digital, LLC		10/30/2020	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	TTEC Holdings, Inc.		
Street Address:	9197 South Peoria Street		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5617637	HUMANIFY	
Registration Number:	5740425	HUMANIFY	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<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:	3032231100		
Email:	DNTrademarkDocket@bhfs.com		
Correspondent Name:	Andrea M. LaFrance		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Andrea M. LaFrance		
SIGNATURE:	/Andrea M. LaFrance/		
DATE SIGNED:	10/30/2020		
Total Attachments: 4			
source=HUMANIFY Trademark Assignment Agreement - TTEC Digital LLC and TTEC Holdings#page1.tif			
source=HUMANIFY Trademark Assignment Agreement - TTEC Digital LLC and TTEC Holdings#page2.tif			
source=HUMANIFY Trademark Assignment Agreement - TTEC Digital LLC and TTEC Holdings#page3.tif			
source=HUMANIFY Trademark Assignment Agreement - TTEC Digital LLC and TTEC Holdings#page4.tif			

CH \$65.00 5617637

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Agreement**”) is entered into as of the 30th day of October 2020 (“**Effective Date**”) by TTEC Digital, LLC, a Colorado limited liability company, with an address at 9197 South Peoria Street, Englewood, Colorado 80112 (“**Assignor**”), and TTEC Holdings, Inc., a Delaware corporation, with an address at 9197 South Peoria Street, Englewood, Colorado 80112 (“**Assignee**”).

RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark HUMANIFY (including in stylized form and with design), and all goodwill associated therewith, including but not limited to, United States Trademark Registration Nos. 5617637 and certain foreign marks, as further described on Schedule 1, and all rights to sue and recover for past infringement thereof, and all goodwill associated therewith, collectively referred to herein as the “**Assigned Trademarks**”;

WHEREAS, Assignor desires to transfer and assign the Assigned Trademarks to Assignee and in connection therewith, Assignor and Assignee wish to transfer record title of the Assigned Trademarks and to execute a document suitable for recordation in the United States Patent and Trademark Office and any other trademark offices worldwide.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does grant, assign, transfer, convey and deliver to Assignee all Assignor’s right, title and interest in, to and under the Assigned Trademarks throughout the world, together with the goodwill of the business in connection with which the Assigned Trademarks have been used in the United States or any other countries.

Assignment.

1.1. Assignor hereby sells, assigns, conveys, transfers and sets over to Assignee, and its successors, assigns and legal representatives, all right, title and interest for the United States and its territorial possessions, and throughout the world, that may be or may have been owned by Assignor, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with that portion of Assignor’s business to which the Assigned Trademarks pertain and the goodwill of the business symbolized by the Assigned Trademarks, including all rights to claim priority, in and to the Assigned Trademarks, together with all claims for damages by reason of past or future infringement, with the right to sue for and collect the same for the use and benefit of Assignee and its successors and assigns (the “**Assigned Rights**”), to the extent any such rights are owned by Assignor as of the Effective Date.

1.2. Assignor hereby agrees that Assignor will sign all lawful papers and make all rightful oaths in execution thereof, and will generally do everything possible to aid Assignee, its successors, assigns and nominees to obtain and enforce proper protection for the Assigned Rights, this obligation to be binding upon Assignor and upon Assignor’s legal successors. Assignor further agrees to reasonably assist Assignee to evidence, record and perfect the assignment contained herein and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure Assignor’s signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on their behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. The foregoing is a power coupled with an interest and is irrevocable.

1.3. Assignor acknowledges that subsequent to the Effective Date, Assignor shall not claim to possess any right, title or interest in and to the Assigned Rights and shall take no actions jeopardizing the existence or enforceability of the Assigned Rights or Assignee’s rights therein. Assignor agrees that it and its affiliates will forever refrain from using, directly or indirectly, the Assigned Trademarks, and any confusingly similar terms. Assignor hereby acknowledges receipt of all legally entitled royalties and all other revenues attributable to the Assigned Rights and hereby releases all claims to, and waive all right, title and interest in, any additional or future royalties or other revenues attributable to the

Assigned Rights that may have accrued before, on or after the Effective Date, regardless of whether such royalties or revenues are known or unknown, suspected or unsuspected, as of the Effective Date.

Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes any prior or contemporaneous understandings, agreements or representations. No supplement, modification, amendment or waiver of this Agreement shall be binding unless executed in writing by both parties. In the event that any part of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining portions of this Agreement shall be valid and enforceable. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties named below have duly executed or caused to be duly executed a counterpart of this Agreement. A signature on a copy of this Agreement received by either party by facsimile or email is binding upon the other party as an original.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have signed this Agreement as of the Effective Date set forth above.

TTEC DIGITAL, LLC

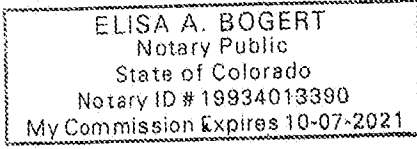
Date: October 30, 2020

By: [Signature]
Name: STUART CRENSHAW
Title: VP & CHIEF COUNSEL

STATE OF Colorado)
 Douglas) ss.
COUNTY OF ~~DENVER~~)

On Oct 30, 2020 before me, Elisa A Bogert, Notary Public, personally appeared Stuart Crenshaw personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Elisa A Bogert
Notary Public Com. exp. 10/07/2021

TTEC HOLDINGS, INC

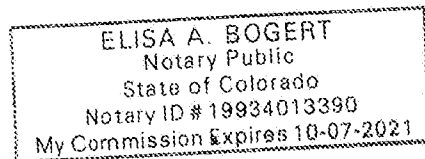
Date: October 30, 2020

By: [Signature]
Name: STUART CRENSHAW
Title: VP & CHIEF COUNSEL

STATE OF Colorado)
) ss.
COUNTY OF ~~DENVER~~ Douglas)

On Oct 30, 2020 before me, Elisa A Bogert, Notary Public, personally appeared Stuart Crenshaw personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Elisa A Bogert
Notary Public Com exp. 10/07/2021

SCHEDULE 1

Jurisdiction	Trademark	App. No. / Reg. No.	App. Date
United States	HUMANIFY	5,617,637	September 04, 2014
United States	HUMANIFY	5,740,425	June 12, 2017
Australia	HUMANIFY	1858000	July 11, 2017
Canada	HUMANIFY	1717620/ TMA1065366	March 03, 2015
Canada	HUMANIFY	1846731 / TMA1068349	July 11, 2017
European Union	HUMANIFY	013400395	October 21, 2014
United Kingdom	HUMANIFY	UK00913400395	October 21, 2014