

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721040

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transifex Limited		04/12/2022	Exempted Limited Partnership (Elp): CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Transifex Opco LLC		
Street Address:	17 East Monroe Street #222		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86645153	TRANSIFEX LIVE	
Serial Number:	86645149	TRANSIFEX	
CORRESPONDENCE DATA			
Fax Number:	6167423999		
<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:	6167423945		
Email:	hkooy@btlaw.com		
Correspondent Name:	Barnes & Thornburg LLP		
Address Line 1:	655 West Broadway, Suite 1300		
Address Line 2:	Attn: Hillary Kooy		
Address Line 4:	San Diego, CALIFORNIA 92101		
ATTORNEY DOCKET NUMBER:	67288.99		
NAME OF SUBMITTER:	Hillary Kooy		
SIGNATURE:	/Hillary Kooy/		
DATE SIGNED:	04/13/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is made as of April 12, 2022 by and between Transifex Limited, a Cayman Exempted Company (“Assignor”), and Transifex Opco LLC, a Delaware limited liability company (“Assignee” and together with Assignor, the “Parties”). Except as otherwise defined herein or in any Exhibit attached hereto, capitalized terms used herein shall have the same meanings as set forth in the Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), among Assignor, Assignee and the other signatories thereto.

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Purchase Agreement, pursuant to which Assignee has agreed to purchase all right, title and interest in and to the Purchased Assets, which includes the Company Intellectual Property; and

WHEREAS, pursuant to the Purchase Agreement, Seller agreed to sell, convey, transfer, assign and deliver, and to cause Assignor to sell, convey, transfer, assign and deliver, to Assignee, all of Assignor’s right, title and interest in and to the Company Intellectual Property, free and clear of all encumbrances.

NOW, THEREFORE, in consideration of the above Recitals and in exchange for the Purchase Price, as set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all right, title and interest in and to the following, free and clear of all encumbrances:

(a) the Company Intellectual Property in accordance with the Purchase Agreement, along with any and all registrations and applications for the Company Intellectual Property and any renewals and extensions of registrations or applications thereof that may be secured under any applicable law now or hereafter in effect, including but not limited to the Company Intellectual Property identified on Schedule 1 attached hereto;

(b) all goodwill of any business associated and connected with the Company Intellectual Property or symbolized thereby; and

(c) the right to bring suit and recover damages for past, present and future infringement, dilution, misappropriation or violation of any Company Intellectual Property everywhere in the world.

2. Assignor will provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignor): (a) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations

covering the Company Intellectual Property; and (b) in the implementation or perfection of this Agreement.

3. Assignor will cooperate to the extent reasonably necessary for Assignee to make any and all required filings to effectuate the assignment and transfer of the Company Intellectual Property to Assignee. Such cooperation will include, without limitation, the execution of the domain name and social media assignment documentation in substantially the same form as Schedule 1 attached hereto.

4. This Agreement is being delivered in connection with and subject to the Purchase Agreement, and, to the extent of any conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall govern and control.

5. Nothing contained in this Agreement is intended to provide any right, interest or remedy to any Person, other than Assignor and Assignee.

6. This Agreement, the negotiation, terms and performance of this Agreement, the rights of the Parties under this Agreement, the contemplated transactions or the negotiation, terms or performance hereof or thereof (whether sounding in contract, tort or otherwise), and all Actions arising under or in connection with this Agreement, will be governed by and construed in accordance with the domestic substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any other jurisdiction.

7. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other Persons or circumstances. It is understood by the Parties that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Company Intellectual Property assigned to Assignee hereunder.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission (e-mail) in portable document format (.pdf) shall constitute effective execution and delivery of this Agreement as to the Parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic transmission (e-mail) in portable document format (.pdf) shall be deemed to be their original signature for all purposes. Each Party hereby agrees that this Agreement may be executed and entered into electronically and that any electronic signature (as defined below), whether digital or encrypted, used by any Party is intended to authenticate this Agreement and to have the same legal force and effect as a manual signature. For purposes of this Section 8, the term “electronic signature” means any electronic symbol, designation or process attached to or logically associated with an agreement, document, instrument, record or contract and adopted by a Party with the intent to sign such agreement, document, instrument, record or contract.


9. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HERETO HEREBY WAIVE, AND COVENANT THAT THEY SHALL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER, OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE NEGOTIATION, TERMS OR PERFORMANCE HEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES HERETO AGREE THAT EITHER OF THEM MAY FILE A COPY OF THIS SECTION 9 WITH ANY COURT OF COMPETENT JURISDICTION AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT BETWEEN THE PARTIES HERETO. THE PARTIES HERETO FURTHER AGREE TO IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION AND ANY SUCH ACTION SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

(Remainder of Page Left Intentionally Blank – Signature Pages Follow)

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed and delivered as of the date first written above.

ASSIGNOR:

TRANSIFEX LIMITED,
a Cayman Exempted Company

By: 
Name: Dimitris Glezos
Title: Director

ASSIGNEE:

TRANSIFEX OPCO LLC,
Delaware limited liability company

By: _____
Name: Christopher R Reese
Title: Manager

By: _____
Name: Anthony R Polak
Title: Manager

[Signature Page to IP Assignment Agreement]

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed and delivered as of the date first written above.

ASSIGNOR:

TRANSIFEX LIMITED,
a Cayman Exempted Company

By: _____
Name: Dimitris Glezos
Title: Director

ASSIGNEE:

TRANSIFEX OPCO LLC,
Delaware limited liability company

By: Christopher R. Reese
Name: Christopher R. Reese
Title: Manager

By: _____
Name: Anthony R Pilnik
Title: Manager

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ASSIGNOR:

TRANSIFEX LIMITED,
a Cayman Exempted Company

By: _____
Name: Dimitris Glezos
Title: Director

ASSIGNEE:

TRANSIFEX OPKO LLC,
Delaware limited liability company

By: _____
Name: Christopher R Reese
Title: Manager

By:  _____
Name: Anthony R. Pilnik
Title: Manager

[Signature Page to IP Assignment Agreement]

TRADEMARK
REEL: 007691 FRAME: 0500

SCHEDULE 1

Company Registered Intellectual Property

Trademark Registrations and Applications:

EU Trademark Registration No. 018464231 for the mark TRANSIFEX
US Trademark Registration No. 4,926,108 for the mark TRANSIFEX LIVE
US Trademark Registration No. 4,926,107 for the mark TRANSIFEX

Domain Names:

Indifex.com
Localizeconf.com
Transifex.com
Transifex.net
Transifex.org