

05-08-2000



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other Trademark Purchase Agreement

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Computer Solutions International, Inc.

3/24/00

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name Stamps.com, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 3420 Ocean Park Blvd.

Address (line 2) Suite 1040

Address (line 3) Santa Monica California 90405
City State/Country Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

05/08/2000 DMUYEN 00000251 1930424

FOR OFFICE USE ONLY

01 FC:481

40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS. Mail documents to be recorded with required cover sheet(s) information to:

TRADEMARK
REEL: 002067 FRAME: 0786

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1930424"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Gary A. Hecker

April 6, 2000

Name of Person Signing

Signature

Date Signed

Trademark Purchase Agreement

THIS AGREEMENT is made by and between Stamps.com, Inc., a Delaware corporation having a principal place of business at 3420 Ocean Park Boulevard, Suite #1040, Santa Monica, California 90405 ("Buyer"), and Computer Solutions International, Inc., a New York corporation having a principal place of business at 215 Park Avenue South, Suite 2013, New York, New York 10003 ("Seller").

WHEREAS Seller has adopted, owns and has used the trademark I-MAIL for the marketing and sale of computer programs for the transmission of data between multiple locations and manuals for the program sold as a unit and has registered the trademark as United States Trademark Registration No. 1,930,424 (Serial No. 74/372,891) in International Class 9, registered on October 31, 1995, on the Principal Register (collectively "the Mark"). Registration No. 1,930,424 is referred to hereafter as "the Registration" when it is not referred to collectively as part of "the Mark."

WHEREAS Buyer desires to acquire Seller's rights to the Mark together with the goodwill of Seller's business associated with the Mark and any causes of action in connection therewith; and

WHEREAS Seller is willing to sell to Buyer all its right, title and interest in and to the Mark, along with the goodwill of Seller's business symbolized by the Mark, and any causes of action associated therewith; and

WHEREAS Buyer is willing to grant to Seller a license back permitting Seller to use the Mark in connection with certain products;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth in this agreement, the parties agree as follows:

A. Grant and Deliverables.

1. Seller hereby sells and assigns to Buyer all its right, title and interest in and to the Mark, along with the goodwill of Seller's business symbolized by the Mark, and any causes of action associated therewith.
2. Upon execution of this Agreement, Seller shall forward to counsel for Buyer:
 - a. an executed Trademark Assignment, in the form attached hereto as Appendix I (the "Assignment"), to be held in escrow by counsel pending Seller's receipt of the payment specified in Section A 2; and
 - b. the Documentation described in Appendix II.
3. Within seven (7) days of the execution of this Agreement Buyer shall

deliver to Seller by wire transfer the sum of One-Hundred-Ten-Thousand-Dollars (\$110,000) in full payment of monetary consideration for this assignment and Seller's Deliverables.

B. Seller's Liabilities.

Buyer does not assume and shall not be liable or responsible for any liabilities, obligations, debts or expenses of Seller whatsoever, whether or not arising from the Mark, and whether matured or unmatured, liquidated or unliquidated, or fixed or contingent.

C. Seller Representations and Warranties.

1. Seller hereby represents and warrants that:
 - (a) Seller is the owner of the Mark for the goods and services identified in the Registration and has the power and authority to enter into this Agreement and the attached assignment of Appendix I;
 - (b) Seller does not know of (and has not heard any claims of) any third party use of the Mark (or a confusingly similar mark) on or in connection with the same or similar goods or services as described in the Registration which use is prior in time to Seller's own use of the Mark;
 - (c) There are no challenges to Seller's ownership of the Mark or its right to assign the Mark and the associated goodwill of Seller's business symbolized by the Mark to Buyer;
 - (d) The Registration is valid and enforceable;
 - (e) Seller has not abandoned use of the Mark for the goods and services identified in the Registration;
 - (f) Seller has not previously assigned, transferred, conveyed or otherwise encumbered its right, title and interest in the Mark;
 - (g) Except as explicitly provided herein, execution of this Agreement and Appendix I shall transfer all of Seller's federal, state and common law rights in the Mark (and any confusingly similar mark owned by Seller) to Buyer;
 - (h) There are no claims, judgments, or settlements to be paid by the Seller or pending claims or litigation relating to the Mark or intellectual property rights associated therewith.

D. Additional Seller Responsibilities.

1. At Buyer's request, Seller agrees to reasonable cooperation with and

assistance to Buyer in perfecting, enforcing, or defending Buyer's rights in the Mark. Seller's actual and reasonable out-of-pocket expenses incurred in doing so shall be reimbursed by Buyer.

2. Seller agrees that it (a) will not challenge or attack Buyer's rights to the Mark or the validity of this Agreement, (b) will not take any action that may impair the rights of Buyer and (c) will not do anything else inconsistent with the rights of the Buyer, except as expressly authorized herein.

E. License Back.

1. Buyer hereby grants to Seller exclusive, royalty-free, perpetual, non-transferable (except as to any successor to Seller's business), license to use the non-sublicensable Mark for the creation, development, marketing, promotion, production and sale of Licensed Products.

2. "Licensed Products" shall mean computer software products which:

(a) are designed for and sold to end-users whose primary business activity is (i) banking, (ii) the manufacture of physical goods, or (iii) distribution of physical goods (collectively, "End-Users"); and

(b) assist End-Users through the collection, encryption and/or management of information which is internal to the End-User, provided that such information may be transmitted only (i) internally, or (ii) to agents and/or warehouses with which such End-Users have a close working relationship.

3. To avoid any ambiguity concerning the above, and without limitation, the Licensed Products shall not include computer software products for use in applications or services related to mailing, shipping, travel, ticketing or entertainment.

F. Quality Standards.

1. Seller agrees that the nature and quality of the Licensed Products shall conform to standard of quality currently being provided for goods made and sold by Seller under the Mark.

2. Seller shall permit inspection by Buyer's representatives at reasonable intervals to verify Seller is in compliance with quality standard set forth herein. Seller shall maintain representative samples of its products sold under the Mark, (including those currently being sold) and make them available for such inspections. The Mark shall continue to be used in the form and style of its current use without alteration unless prior written consent is obtained from Buyer. Seller shall comply with all laws and regulations applicable to the sale and promotion of the Licensed Products.

G. Responsibility, Relationship and Indemnity.

1. Seller is an independent contractor. Nothing herein shall be construed as placing the parties in an agency, partnership or joint venture relationship.
2. Seller shall indemnify and hold Buyer harmless from and against all claims and liabilities arising from Seller's use of the Mark.
3. Buyer shall indemnify and hold Seller harmless from and against all claims and liabilities arising from Buyer's use of the Mark.

II. Infringement:

1. Seller agrees to promptly notify Buyer of (a) any unauthorized use of the Mark by third parties and (b) any infringement or other third party claims based on Seller's use of the Mark, as soon as any such use or claim may come to Seller's attention. Buyer shall have the sole right and discretion to take action to obtain relief from such unauthorized use or claim.

2. Buyer shall bear all expenses in connection with the foregoing, and any recovery as a result of such action shall belong to Buyer, except to the extent that such recovery represents lost profits or damage suffered by Seller, in which event the recovery so allocable, net of all expenses, including all of Buyer's reasonable counsel fees and other litigation expenses, shall be paid to Seller.

3. If Buyer fails to take action against any trademark infringement of the the Mark, Seller may take legal action to stop such infringement, in which event Seller shall bear all expenses in connection with such action. Any recovery as a result of such action shall belong to Seller, except to the extent that such recovery represents lost profits or damage suffered by Buyer, in which event the recovery so allocable, net of all expenses, (including all of Seller's reasonable counsel fees and other litigation expenses), shall be paid to Buyer.

I. Termination:

1. Buyer shall have the right to terminate this Agreement if Seller fails materially to maintain the quality standard set forth herein and to cure such failure within sixty (60) days of receipt of written notice thereof.

2. Upon termination of this Agreement, all rights in and to the Mark and the goodwill and causes of action associated therewith shall remain with Buyer, and Seller, its receivers, trustees, successors or assigns shall have no right to continue using the Mark and immediately shall discontinue all use of the Mark and any trade symbol or designation confusingly similar thereto.

J. General Provisions.

All notices and other communications from one party to the other shall be addressed to the parties at the addresses given above. This Agreement (including the Appendices) contains the entire agreement between the parties relating to the subject matter hereof, and all prior proposals, discussions or writings are superseded hereby. The terms of this Trademark Purchase Agreement shall be binding upon and shall inure to the benefit of the parties and their successors, and assigns. This Agreement represents the entire agreement of the parties, and shall be governed by the laws of the United States and the State of California.

The parties hereby consent to the jurisdiction of state or federal courts residing in the Central District of California.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in duplicate counterparts, by their duly authorized representatives.

COMPUTER SOLUTIONS
INTERNATIONAL INC.,
a New York corporation

STAMPS.COM, INC. ,
a Delaware corporation

By: _____
Name: Daniel Hubert
Title: President

By: _____
Name: _____
Title: _____

Dated: 03/24/2000

Dated: _____

(Seller/Licensee)

(Buyer/Licensor)

APPENDIX I

Trademark Assignment For Recordation at the
United States Patent and Trademark Office

WHEREAS, Computer Solutions International, Inc., a New York corporation, with its principal place of business at 215 Park Avenue South, Suite 1913, New York, NY 10003 ("Assignor"), has adopted, owns and is using the Mark I-MAIL in connection with the following goods and/or services; namely, computer program for transmission of data between multiple locations and manuals of the program sold as a unit, registered in International class 9 as registration no. 1930424 ("the Mark").

WHEREAS, Assignor owns a federal registration for the Mark on the Principal Register of the United States Patent and Trademark Office in connection with the goods and/or services identified therein, registered on October 31, 1995 as Registration No. 1930424 ("the Registration"); and

WHEREAS, Stamps.com, Inc., a Delaware corporation, with its principal place of business at 3420 Ocean Park Boulevard, Santa Monica, California 90405 ("Assignee"), has acquired the Mark and the above-referenced Registration;

NOW, THEREFORE, for goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and which is memorialized by a Trademark Purchase Agreement between the parties hereto, Assignor hereby sells, assigns, conveys and transfers to Assignee all right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, and the Registration thereof.

Computer Solutions International, Inc.

By: _____

Name: Daniel Hubert

Title: President

(Assignor)

Trademark Purchase Agreement

THIS AGREEMENT is made by and between Stamps.com, Inc., a Delaware corporation having a principal place of business at 3420 Ocean Park Boulevard, Suite #1040, Santa Monica, California 90405 ("Buyer"), and Computer Solutions International, Inc., a New York corporation having a principal place of business at 215 Park Avenue South, Suite 2013, New York, New York 10003 ("Seller").

WHEREAS Seller has adopted, owns and has used the trademark I-MAIL for the marketing and sale of computer programs for the transmission of data between multiple locations and manuals for the program sold as a unit and has registered the trademark as United States Trademark Registration No. 1,930,424 (Serial No. 74/372,891) in International Class 9, registered on October 31, 1995, on the Principal Register (collectively "the Mark"). Registration No. 1,930,424 is referred to hereafter as "the Registration" when it is not referred to collectively as part of "the Mark."

WHEREAS Buyer desires to acquire Seller's rights to the Mark together with the goodwill of Seller's business associated with the Mark and any causes of action in connection therewith; and

WHEREAS Seller is willing to sell to Buyer all its right, title and interest in and to the Mark, along with the goodwill of Seller's business symbolized by the Mark, and any causes of action associated therewith; and

WHEREAS Buyer is willing to grant to Seller a license back permitting Seller to use the Mark in connection with certain products;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth in this agreement, the parties agree as follows:

A. Grant and Deliverables.

1. Seller hereby sells and assigns to Buyer all its right, title and interest in and to the Mark, along with the goodwill of Seller's business symbolized by the Mark, and any causes of action associated therewith.

2. Upon execution of this Agreement, Seller shall forward to counsel for Buyer:

a. an executed Trademark Assignment, in the form attached hereto as Appendix I (the "Assignment"), to be held in escrow by counsel pending Seller's receipt of the payment specified in Section A 2; and

b. the Documentation described in Appendix II.

3. Within seven (7) days of the execution of this Agreement Buyer shall

deliver to Seller by wire transfer the sum of One-Hundred-Ten-Thousand-Dollars (\$110,000) in full payment of monetary consideration for this assignment and Seller's Deliverables.

B. Seller's Liabilities.

Buyer does not assume and shall not be liable or responsible for any liabilities, obligations, debts or expenses of Seller whatsoever, whether or not arising from the Mark, and whether matured or unmatured, liquidated or unliquidated, or fixed or contingent.

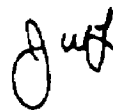
C. Seller Representations and Warranties.

1. Seller hereby represents and warrants that:

- (a) Seller is the owner of the Mark for the goods and services identified in the Registration and has the power and authority to enter into this Agreement and the attached assignment of Appendix I;
- (b) Seller does not know of (and has not heard any claims of) any third party use of the Mark (or a confusingly similar mark) on or in connection with the same or similar goods or services as described in the Registration which use is prior in time to Seller's own use of the Mark;
- (c) There are no challenges to Seller's ownership of the Mark or its right to assign the Mark and the associated goodwill of Seller's business symbolized by the Mark to Buyer;
- (d) The Registration is valid and enforceable;
- (e) Seller has not abandoned use of the Mark for the goods and services identified in the Registration;
- (f) Seller has not previously assigned, transferred, conveyed or otherwise encumbered its right, title and interest in the Mark;
- (g) Except as explicitly provided herein, execution of this Agreement and Appendix I shall transfer all of Seller's federal, state and common law rights in the Mark (and any confusingly similar mark owned by Seller) to Buyer;
- (h) There are no claims, judgments, or settlements to be paid by the Seller or pending claims or litigation relating to the Mark or intellectual property rights associated therewith.

D. Additional Seller Responsibilities.

1. At Buyer's request, Seller agrees to reasonable cooperation with and



assistance to Buyer in perfecting, enforcing, or defending Buyer's rights in the Mark. Seller's actual and reasonable out-of-pocket expenses incurred in doing so shall be reimbursed by Buyer.

2. Seller agrees that it (a) will not challenge or attack Buyer's rights to the Mark or the validity of this Agreement, (b) will not take any action that may impair the rights of Buyer and (c) will not do anything else inconsistent with the rights of the Buyer, except as expressly authorized herein.

E. License Back.

1. Buyer hereby grants to Seller exclusive, royalty-free, perpetual, non-transferable (except as to any successor to Seller's business), license to use the non-sublicensable Mark for the creation, development, marketing, promotion, production and sale of Licensed Products.

2. "Licensed Products" shall mean computer software products which:

(a) are designed for and sold to end-users whose primary business activity is (i) banking, (ii) the manufacture of physical goods, or (iii) distribution of physical goods (collectively, "End-Users"); and

(b) assist End-Users through the collection, encryption and/or management of information which is internal to the End-User, provided that such information may be transmitted only (i) internally, or (ii) to agents and/or warehouses with which such End-Users have a close working relationship.

3. To avoid any ambiguity concerning the above, and without limitation, the Licensed Products shall not include computer software products for use in applications or services related to mailing, shipping, travel, ticketing or entertainment.

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G. Responsibility, Relationship and Indemnity.

1. Seller is an independent contractor. Nothing herein shall be construed as placing the parties in an agency, partnership or joint venture relationship.
2. Seller shall indemnify and hold Buyer harmless from and against all claims and liabilities arising from Seller's use of the Mark.
3. Buyer shall indemnify and hold Seller harmless from and against all claims and liabilities arising from Buyer's use of the Mark.

H. Infringement:

1. Seller agrees to promptly notify Buyer of (a) any unauthorized use of the Mark by third parties and (b) any infringement or other third party claims based on Seller's use of the Mark, as soon as any such use or claim may come to Seller's attention. Buyer shall have the sole right and discretion to take action to obtain relief from such unauthorized use or claim.
2. Buyer shall bear all expenses in connection with the foregoing, and any recovery as a result of such action shall belong to Buyer, except to the extent that such recovery represents lost profits or damage suffered by Seller, in which event the recovery so allocable, net of all expenses, including all of Buyer's reasonable counsel fees and other litigation expenses, shall be paid to Seller.
3. If Buyer fails to take action against any trademark infringement of the the Mark, Seller may take legal action to stop such infringement, in which event Seller shall bear all expenses in connection with such action. Any recovery as a result of such action shall belong to Seller, except to the extent that such recovery represents lost profits or damage suffered by Buyer, in which event the recovery so allocable, net of all expenses, (including all of Seller's reasonable counsel fees and other litigation expenses), shall be paid to Buyer.

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1. Buyer shall have the right to terminate this Agreement if Seller fails materially to maintain the quality standard set forth herein and to cure such failure within sixty (60) days of receipt of written notice thereof.
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Jwf

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The parties hereby consent to the jurisdiction of state or federal courts residing in the Central District of California.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in duplicate counterparts, by their duly authorized representatives.

COMPUTER SOLUTIONS
INTERNATIONAL, INC., a
New York corporation

By: _____
Name: _____
Title: _____

Dated: _____

(Seller/Licensee)

STAMPS.COM, INC. , a
Delaware corporation

By: John W. LaValle
Name: John W. LaValle
Title: Executive Vice President

Dated: 24 MARCH 2000

(Buyer/Licensor)

APPENDIX I

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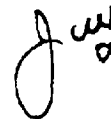
Computer Solutions International, Inc.

By: _____

Name: _____

Title: _____

(Assignor)



APPENDIX II

Seller shall provide to Buyer materials showing Seller's first use of the Mark in interstate commerce and Seller's continuing use of the Mark to date. Such documents may include, for example, invoices to customers, labels, or products bearing the Mark as used by Seller and relevant advertising and business literature; (such as brochures, stationery, and business cards showing the Mark).

Seller will forward the following materials to Buyer contemporaneously with the execution of this Agreement:

1. Copies of these documents:

I-Mail installation invoice #92022 of 12/10/03

I-Mail license invoice #95301 of 06/29/94

I-Mail® license invoice #95371 of 01/22/98

Diskette distribution label of 1995

Current CD-ROM distribution label

I-Mail commercial brochure

2. A copy of Seller's trademark registration files.

3. The original trademark registration certificate for the Mark.

