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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

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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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

06/13/2000 DNGUYEN 00000056 1543258

FOR OFFICE USE ONLY

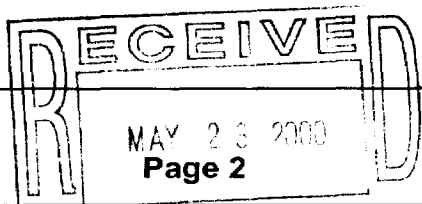
81 FC: 401
82 FC: 482

40.00 OP
75.00 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:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002086 FRAME: 0224



FORM PTO-1618B
Expires 06/30/99
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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="1543258"/>	<input type="text" value="2167042"/>	<input type="text" value="2174454"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2174628"/>	<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.

Charles T. Riggs Jr.

Name of Person Signing

Signature

5-17-00

Date Signed

ASSIGNMENT

This Assignment, effective May 16, 1997, is made from Bell & Howell Cope Acquisition Company, a corporation of the State of Delaware, with a place of business at 3908 Patriot Drive, Suite 100, Durham, North Carolina 27709 (hereinafter "Assignor"), unto Bell & Howell Mail and Messaging Technologies Company, a corporation of the State of Delaware, with a place of business at 4401 Silicon Drive, Durham, North Carolina 27709-4986 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the following U.S. trademarks, servicemarks and/or tradenames:

U.S. Trademarks/Servicemarks Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
C.O.P.E.	1,543,258	June 13, 1989
COPE SYSTEMS	2,167,042	June 23, 1998
COPE SYSTEMS	2,174,454	July 21, 1998
COPE SYSTEMS	2,174,628	July 21, 1998

WHEREAS, Assignor represents it has made no prior agreements, licenses, assignments, or pledges as collateral, nor taken any acts which interfere with Assignor's sole and exclusive rights in said trademarks/servicemarks.

WHEREAS, Assignor wishes to assign and Assignee wishes to receive the entire right, title and interest in each of said trademarks/servicemarks, together with the goodwill of the business with which said marks are used.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are expressly acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee, its successors, licensees and assigns, all rights, title and interest in and to said trademarks/and goodwill appurtenant thereto; the same, which are or may be granted, renewed or reissued, to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made.

2. Assignor agrees, upon the request of Assignee, to execute any necessary and proper oaths or affidavits relating to said trademarks/servicemarks as required for the renewal, validation of use or status or extension that Assignee, which in the opinion of counsel for Assignee, may deem necessary or expedient.

3. Assignor agrees, upon the request of Assignee, in the event said trademarks/servicemarks become involved in a trademark controversy or opposition, to cooperate to the best of its ability with Assignee in the matters of giving and producing evidence in support and by preparing and executing documents therefor, and further to perform, upon such request, any and all affirmative acts to obtain said trademarks/servicemarks and vest all rights therein hereby conveyed in the Assignee.

4. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all said trademark/servicemark registrations which are or may be granted, renewed or reissued, to the Assignee and hereby covenants that Assignor has full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreements in derogation thereof.

5. Assignee, by the execution of this Assignment, hereby accepts the aforesaid.

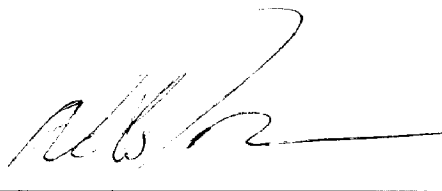
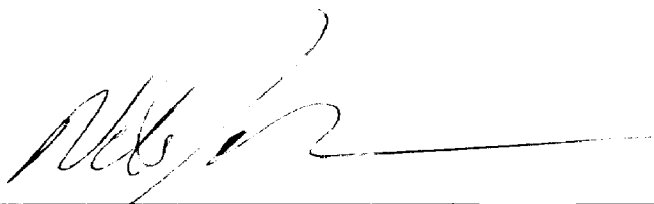
IN TESTIMONY WHEREOF, each of the parties has caused these presents to be signed by its officer thereunto duly authorized, and its corporate seal to be hereto affixed.

Assignor:

Assignee:

**BELL & HOWELL COPE
ACQUISITION COMPANY**

**BELL & HOWELL MAIL & MESSAGING
TECHNOLOGIES COMPANY**



Name: Nils A. Johansson
Title: Vice President

Name: Nils A. Johansson
Title: Vice President

Date: 4/17/2000

Date: 4/17/2000

SUBSCRIBED and SWORN to before me this 17th day of April, 2000.

SUBSCRIBED and SWORN to before me this 17th day of April, 2000.


Notary Public
Notary Public

OFFICIAL SEAL
SUTTON A. LEJA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-2-2003
(68C20)

OFFICIAL SEAL
SUTTON A. LEJA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-2-2003