

07-24-2000

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FORM PTO-1594



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101411057

SHEET

Attorney Docket No. 06692.0085

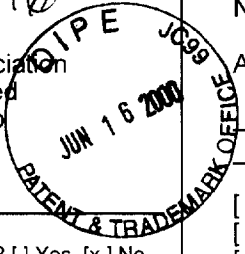
To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name(s) of conveying party(ies): M.P.O. 6.16.00
 B.I.S. Software Systems Ltd.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation of Israel

Other: _____

2. Name(s) and address(es) of receiving party(ies):
 Name: United States Postal Service
 Address: 475 L'Enfant Plaza W.S.W.
Washington, DC 20260-1135



Individual(s)
 Association
 General Partnership
 Limited Partnership
 Corporation
 Other: Independent establishment of the executive branch of the federal government of the United States of America.

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name

Other: _____

Execution Date: September 15, 1998

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,078,267

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: B. Brett Heavner, Esq.
 Address: Finnegan, Henderson, Farabow,
Garrett & Dunner, L.L.P.
1300 I Street, N.W.
Washington, D.C. 20005-3315

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed
 Authorized to be charged to deposit account
 Authorized to be charged to deposit account only if fee is deficient

8. Deposit account number:
06-0916

07/21/2000 NTHA11 00000193 2078267
01 FC:481 40.00 DR

DO NOT USE THIS SPACE

9. 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.

B. Brett Heavner B. Brett Heavner 6/16/2000
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

TRADEMARK ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of September 1993 by and between B.I.S. Software Limited ("Assignor") and the United States Postal Service ("Assignee").

RECITALS

- a) Assignor is the owner of the trademark NETPOST in different countries, including Israel (registration No. 91034), the United States (registration No. 2,078,267) and Federal Republic of Germany (registration No. 2085373).
- b) Assignor desires to transfer to Assignee all rights and title to the trademark NETPOST.
- c) Assignee desires to acquire the trademark NETPOST from Assignor.

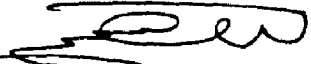
THEREFORE, the parties agree as follows:

1. Assignor will transfer to Assignee its right and title in and to the trademark NETPOST, on a worldwide basis, wherever such right and title exist, together with all goodwill pertaining thereto.
2. Assignor will transfer to Assignee its trademark registrations in the United States, Federal Republic of Germany and Israel (and any other country where such trademark is registered or the subject of a pending application).
3. Assignor will neither register nor use marks which are confusingly similar to the trademark NETPOST.
4. Assignor will undertake whatever other action, and will execute such document as will be necessary in order to effect the transfer of its NETPOST trademark registrations or pending applications.
5. The costs involved in the transfer of such registrations will be borne by Assignee.
6. Assignee will pay Assignor the amount of US\$ 22,000 within 30 days of execution of this agreement.
7. Assignor represents and warrants to the best of its actual knowledge, as of the date of this agreement, that:

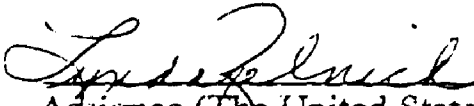
- a) There are no existing or threatened claims or proceedings by any third party relating to Assignor's ownership of the NETPOST trademark or name;
- b) The NETPOST trademark is not subject to any outstanding order, decree, judgment, stipulation, written restriction, security interest, lien, undertaking, license, or agreement that would prevent Assignor from complying with any of its obligations under this agreement;
- c) Assignor has unencumbered rights to the NETPOST mark in the United States, Israel, and Germany; and
- d) Assignor agrees to maintain in confidence the amount of consideration paid by Assignee.

INTENDING TO BE LEGALLY BOUND, the parties have executed this agreement on the date indicated above.

B.I.S. SOFTWARE SYSTEMS LTD.



Assignor (B.I.S. Software Limited)



Assignee (The United States Postal Service)

Moshe Gottlieb
By:

LYNDA Zelnick
By: CONTRACTING officer
Services Purchasing