

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Mail Express Inc.		05/21/2004	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	Pitney Bowes Inc.
Street Address:	One Elmcroft Road
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06926-0700
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	76539763	POST TRAC
Registration Number:	2367764	INTERNATIONAL MAIL EXPRESS
Registration Number:	2367419	IMEX INTERNATIONAL MAIL EXPRESS, INC.
Registration Number:	2356891	IMEX

CORRESPONDENCE DATA	
Fax Number:	(203)924-3919
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	203-924-3844
Email:	angelo.chaclas@pb.com
Correspondent Name:	Pitney Bowes Inc.
Address Line 1:	35 Waterview Drive
Address Line 2:	26-22
Address Line 4:	Shelton, CONNECTICUT 06484-8000

ATTORNEY DOCKET NUMBER:	TA1165
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NAME OF SUBMITTER:	Angelo N. Chaclas
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CH \$115.00 76539763

**Total Attachments: 8**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated May 21, 2004, between International Mail Express, Inc., a New York corporation ("Assignor"), and Pitney Bowes Inc., a Delaware corporation ("Assignee").

### WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement, dated May 21, 2004, between Assignor, Assignee, Jack Meehan, an individual, and Pro-Service Forwarding Co., Inc., a California corporation (the "Asset Purchase Agreement"), Assignor has agreed to assign, transfer, convey and deliver to Assignee and Assignee has agreed to acquire from Assignor the Purchased Assets (as defined in the Asset Purchase Agreement); and

WHEREAS, Assignor is the owner of all right, title and interest in and to, or licensee of various intellectual property which is specifically set forth on Schedule A hereto (the "Intellectual Property"). The Intellectual Property is related to and used in connection with the operation of the Business and includes the common law rights therefor and goodwill of the Business connected with the use of and symbolized by any and all of the Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements contained herein and in the Asset Purchase Agreement and the other Transaction Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignor hereby sells, sets over, assigns, grants, delivers, transfers and conveys to Assignee, its successors, legal representatives and assigns:

(a) all right, title and interest in and to all Intellectual Property which is used or held for use in the conduct of the Business and which is owned by Assignor (the "Seller Intellectual Property");

(b) all right and interest in and to all Intellectual Property which is used solely for or primarily in, or held for use in, the conduct of the Business and which is licensed to Assignor ("Seller Licensed Intellectual Property"); and

(c) all products and proceeds of the foregoing, including, without limitation, the right to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to the Intellectual Property, or any license, agreement, contract or other matter relating thereto.

2. Assignor warrants that the Seller Intellectual Property and the Seller Licensed Intellectual Property is free and clear of any liens, pledges, security interests and encumbrances,

and that it has full and complete power and authority to sell, transfer and assign such Intellectual Property to Assignee.

3. Assignor hereby agrees to authorize and request the Commissioner of Patents and Trademarks of the United States of America and the appropriate officers of all other jurisdictions in which any of the Seller Intellectual Property or Seller Licensed Intellectual Property is registered or in which an application for registration is pending, to record the title of Assignee, its successors, legal representatives and assigns, as owner of all right, title and interest in and to the subject Intellectual Property, together with all goodwill of the Business associated with and symbolized by such Intellectual Property, and to issue the Certificate of Registration resulting from any such application for registration of the Intellectual Property or renewal of any existing registration of the Intellectual Property to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. The Assignor agrees that it will execute and deliver or cause to be executed and delivered, to any of the Assignee or its legal representatives, any other or additional releases, documents, certificates, powers or other writings, and take all additional actions as may be necessary to transfer the Seller Intellectual Property and Seller Licensed Intellectual Property to Assignee, to effectuate and validate this Assignment, to record this Assignment with the United States Patent and Trademark Office, the appropriate domain name registration agencies, and the appropriate agencies and offices of all jurisdictions in which one or more of the Intellectual Property is or may be registered or in which applications for registration of one or more of the items of Intellectual Property are pending, under the relevant laws of the United States or any other jurisdictions.

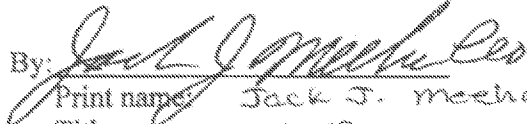
4. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

5. This Assignment will be construed and enforced in accordance with the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment on the day and year first written above.

INTERNATIONAL MAIL EXPRESS, INC.

By:   
Print name: Jack J. Meehan  
Title: CEO

TRADEMARK

REEL: 002883 FRAME: 0038

ACKNOWLEDGMENT

PITNEY BOWES INC. hereby acknowledges receipt of the attached Assignment of Intellectual Property, for good and valuable consideration, of all right, title and interest in and to all the Intellectual Property, including, but not limited to, the trademarks, trademark registrations, trademark applications, trade names, Internet domain names, and Internet domain name registrations, identified in Schedule A hereto.

PITNEY BOWES INC.

By: 

Print name: Michael Monahan

Title: President, Mailstream Solutions  
Global Mailstream Solutions

TRADEMARK

REEL: 002883 FRAME: 0039

Schedule A

[See Attached]

## Schedule A

- (1) Web Address: WWW.INTMAIL.COM;
- (2) E-Mail Addresses: See Attachment 1;
- (3) Licensed and Unlicensed Software from Third-Parties: See Attachment 2;
- (4) Proprietary Intellectual Property: Post Trac source code and items listed in Attachment 3; and
- (5) Any other Intellectual Property as such term is defined in the Asset Purchase Agreement.



## Intellectual Property

### I. Service Marks – USPTO

- (i) “International Mail Express”  
Reg. No. 2,367,764  
Registered July 18, 2000 – Expires: 10 years from Reg. Date.  
Affidavit for continued use – 6 years from Reg. Date.
- (ii) “IMEX”  
Reg. No. 2,356,891  
Registered June 13, 2000 – Expires: 10 years from Reg. Date.  
Affidavit for continued use – 6 years from Reg. Date.
- (iii) IMEX Blue Box Logo and Design  
Reg. No. 2,367,419  
Registered July 18, 2000 – Expires: 10 years from Reg. Date.  
Affidavit for continued use – 6 years from Reg. Date.
- (iv) “Post Trac” – see below

### II. Copyrights - U.S. Register of Copyrights

- (i) IMEXOPS – Computer Program and Software  
Reg. No. TX U2-053-385  
  
Date of Registration – June 6, 2002

## Intellectual Property

### II. Copyrights - U.S. Register of Copyrights (Continued)

- (ii) Section 3.15 (d) "Post Trac" -- Service Mark  
Serial No. 76/539763  
Filing Date: August 25, 2003  
Registration refused in March 23, 2004 USPTO  
"Office Action"

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