

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Johnson & Hayward, Inc.		10/26/2004	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Pitney Bowes Inc.		
Street Address:	1 Elmcroft Road		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06926-0700		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1436746	LATIN LIFT	
Registration Number:	1460440	BRIT LIFT	
Registration Number:	1850677	POSTAL LINK	
Registration Number:	1462438	POSTAL LINKS INTERNATIONAL	
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:	Angelo N. Chaclas		
Address Line 1:	35 Waterview Drive		
Address Line 2:	26-22		
Address Line 4:	Shelton, CONNECTICUT 06484-8000		
NAME OF SUBMITTER:	Jessica L Elliott		

CH \$115.00 1436746

Signature:	/Jessica L. Elliott/
Date:	01/06/2005
Total Attachments: 7 source=i0033800#page1.tif source=i0033800#page2.tif source=i0033800#page3.tif source=i0033800#page4.tif source=i0033800#page5.tif source=i0033800#page6.tif source=i0033800#page7.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated October 26, 2004, between Johnson & Hayward, Inc., a New Jersey corporation ("Assignor"), and Pitney Bowes Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of October 14, 2004, among Assignor, Assignee and each shareholder of Assignor listed on the signature page thereto (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 (as defined in the Asset Purchase Agreement), including but not limited to: (a) United States and foreign patents, patent rights, patent applications, patent disclosures and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions and extensions thereof; (b) trademarks, service marks, trade names, fictitious business names, logos, domain names, reissues, re-examinations, substitutions and extensions thereof; (c) copyrights and registrations and applications for registration thereof; (d) mask works and registrations and applications for registration thereof; (e) computer software programs and applications in both source and object code forms and related documentation; (f) sui generis database rights and other data necessary to operate the technology, (g) trade secrets, know-how and confidential information, whether patentable or nonpatentable and whether or not reduced to practice, processes and techniques, research and development information; (h) other proprietary rights relating to any of the foregoing (including, without limitation, associated goodwill and remedies against infringements thereof and rights of protection of an interest therein under the Legal Requirements of all jurisdictions); and (i) all copies and tangible embodiments thereof; and all common law rights therefor and all goodwill of the Business connected with the use of and symbolized by any and all of the foregoing (collectively, the "Intellectual Property"). Other than items (g), (h) and (i) above, all Intellectual Property is listed on Schedule A hereto and incorporated herein by reference.

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 owned by Assignor (the "Seller Intellectual Property");

(b) all right and interest of Assignor in and to all Intellectual Property 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 Assignor's interest in 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 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. Assignee agrees to bear all costs associated with any actions taken by Assignor in connection with this Paragraph 3.

4. The Assignor agrees that it will, at Assignee's expense, 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 prepared by Buyer, 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.

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

6. This Assignment will be construed and enforced in accordance with the laws of the State of Connecticut, without regard to conflict of laws principles.

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

JOHNSON & HAYWARD, INC.

By:


Print name: JOHN B. MCCRELL

Title: PRESIDENT

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: John Ward

TITLE: Vice President, Mail Services,
Global Mailstream Solutions

TRADEMARK

REEL: 003003 FRAME: 0293

Schedule A

- Patent No. 5,262,597, relating to a system and method for processing international priority mail.
- Patent No. 5,459,670, relating to a system and method for processing international mail.
- Word trademark on the term "Latin Lift" – Serial No. 73610712; Registration No. 1436746. ✓
- Word trademark on the term "Brit Lift" – Serial No. 73617141; Registration No. 1460440. ✓
- Word trademark on the term "Postal Links International" – Serial No. 73618751; Registration No. 1462438. ✓
- Word trademark on the term "Postal Link" – Serial No. 74387181; Registration No. 1850677. ✓
- Abandoned trademarks: "Can-Sort" and "International Postal Airmail Link" ✓
- Trade name of "Postal Links International" (no registration of any assumed name or fictitious name use rights).
- Domain name www.jhinc.com.
- Domain name www.jhinstaprocess.com.
- Domain name www.postallink.com.
- Common law copyright on the Johnson & Hayward "Postal Link International" newsletter, issued quarterly. Copyright not registered.
- Proprietary "production system" software owned by Assignor.
- "Goldmine" sales automation software licensed to Assignor.
- "MAS 500" accounting software licensed to Assignor.
- "Mail Manager" software licensed to Assignor.
- ID Mail System Dispatcher "Worldware" software licensed to Assignor.
- Various business software (firewall, word processing, etc.) licensed to Assignor.

STATE OF New York) ss.:
COUNTY OF New York)

On the 26th day of October, 2004, before me personally came John Ward,
to me known, who, being by me duly sworn, did depose and say that he is
Vice President, Mail Services of Pitney Bowes Inc., a corporation
described in and which executed the foregoing instrument; and that he signed his name thereto
by authority of the Board of Directors of said corporation.

Ronald Carlton
Notary Public

[SEAL]

RONALD CARLTON
NOTARY PUBLIC, State of New York
No. 24-8754454-0002
Qualified in Rensselaer County
Certificate Filed in New York County
Commission Expires June 30, 192007

STATE OF New York) ss.:
COUNTY OF New York)

On the 26th day of October, 2004, before me personally came John Michell, to me known, who, being by me duly sworn, did depose and say that he is president of Johnson & Hayward, Inc., a corporation described in and which executed the foregoing instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

Ronald Carlton
Notary Public

[SEAL]

RONALD CARLTON
NOTARY PUBLIC, State of New York
No. 24-01CA4341982
Commission in Kings County
Certificate Filed in New York County
Commission Expires June 30, 2007