

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 |
| Compulit, Incorporated | | 03/03/2005 | CORPORATION: MICHIGAN |
| RECEIVING PARTY DATA | | | |
| Name: | Pitney Bowes Inc. | | |
| Street Address: | One Elmcroft Road | | |
| Internal Address: | World Headquarters | | |
| City: | Stamford | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06926-0700 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1737000 | COMPULIT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (203)924-3919 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 203-924-3579 | | |
| Email: | jessica.elliott@pb.com | | |
| Correspondent Name: | Jessica L. Elliott | | |
| Address Line 1: | 35 Waterview Drive | | |
| Address Line 2: | 26-22 | | |
| Address Line 4: | Shelton, CONNECTICUT 06484-8000 | | |
| NAME OF SUBMITTER: | Jessica L. Elliott | | |
| Signature: | /jessica l. elliott/ | | |
| Date: | 04/13/2005 | | |

CH \$40.00 1737000

Total Attachments: 5

source=compulit#page1.tif

source=compulit#page2.tif

source=compulit#page3.tif

source=compulit#page4.tif

source=compulit#page5.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment"), dated March 24, 2005, between COMPULIT, INCORPORATED, a Michigan corporation ("Assignor"), and PITNEY BOWES MANAGEMENT SERVICES, INC., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement by and among Assignor, Assignee and E. Jane Warnshuis dated as of March 3, 2005 (as amended, restated, supplemented or otherwise modified from time to time and including all exhibits, attachments and appendices 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 that is included in the Purchased Assets and identified in the Asset Purchase Agreement as the Seller Intellectual Property, as listed on Schedule A hereto and incorporated herein by reference (the "Seller 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, bargains, delivers, transfers, conveys and relinquishes exclusively to Assignee, its successors, legal representatives and assigns,

(a) all right, title and interest in and to the Seller Intellectual Property, together with the goodwill of the Business associated therewith and that is symbolized thereby;

(b) all right, title and interest in and to the name "Compulit, Incorporated" and all derivations thereof; and

(c) all products and proceeds of the foregoing, including, without limitation, all rights 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 Seller Intellectual Property, or any license, agreement, contract or other matter relating thereto, and any and all renewals and extensions thereof that may be hereafter secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns

5764_088065_1.SRC00005

from and after the date hereof as fully and entirely as the same would have been held and enjoyed by said Assignor had this Assignment not been made.

2. 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 Seller Intellectual Property owned by Seller, together with all goodwill of the Business associated and symbolized therewith, and to issue the Certificate of Registration resulting from any such application for registration of Seller Intellectual Property or renewal of any existing registration of Seller 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, at the Assignor'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, and take all additional actions as may be reasonably necessary to transfer the Seller Intellectual Property to Assignee, to effectuate and validate this Assignment, to record this Assignment with the United States Patent and Trademark Office and the appropriate domain name registration agencies and the appropriate agencies and offices of all jurisdictions in which one or more of the Seller Intellectual Property is or may be registered or in which applications for registration of one or more of the items of Seller Intellectual Property are pending, under the relevant laws of the United States or any other jurisdictions.

4. The Assignor agrees that this Assignment shall bind and inure to the benefit of Assignee and its respective successors, assigns, heirs and personal representatives. Assignor may not assign its obligations hereunder to any other person or entity.

5. No amendment, change or modification of this Assignment shall be effective unless set forth in writing and signed by the parties.

6. In the event that any one or more provisions of this Assignment are deemed to be illegal or unenforceable, then the parties shall hereby request a tribunal, forum or court of competent jurisdiction to reform any such provision so as to make it enforceable while also maximizing the intent of the parties. If said provisions cannot be so modified, then such illegality or unenforceability will not affect any of the remaining legal and enforceable provisions hereof, which will be continued as if the illegal and unenforceable provisions had not been inserted herein.

7. The terms of the Asset Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

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

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

10. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any facsimile copies hereof or signature hereon shall, for all purposes, be deemed originals.

[Signature Page Follows]

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

ASSIGNOR:

COMPLITE, INCORPORATED

By: E. Jane Wainwright
Print name: E. Jane Wainwright
Title: President

ACKNOWLEDGMENT

PITNEY BOWES MANAGEMENT SERVICES, INC., a Delaware corporation 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 of the Seller Intellectual Property.

PITNEY BOWES MANAGEMENT SERVICES, INC.

By: 
Print name: Arlen F. Herlock
Title: Vice President

00000000000000000000

3/23/2005 9 28 AM PAGE 45/072 FAX SERVER

FAX SERVER