

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
Sure-Feed Engineering, Inc.		06/23/2006	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Pitney Bowes Inc.		
Street Address:	World Headquarters, One Elmcroft Road		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06926-8000		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2601171	SURE-FEED	
Registration Number:	2810458	DYNAMIC ROTATION TECHNOLOGY	
Registration Number:	2812875	FEEDMAX	
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:	iptl@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		
ATTORNEY DOCKET NUMBER:	TS1373		
NAME OF SUBMITTER:	Jessica L. Elliott		

CH \$90.00 2601171

Signature:	/Jessica L. Elliott/
Date:	07/27/2006
Total Attachments: 8 source=i0053252#page1.tif source=i0053252#page2.tif source=i0053252#page3.tif source=i0053252#page4.tif source=i0053252#page5.tif source=i0053252#page6.tif source=i0053252#page7.tif source=i0053252#page8.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated June 23, 2006, between SURE-FEED ENGINEERING, INC., a Florida corporation with an address of 3360 Scherer Drive North, St. Petersburg, FL 33716 ("Assignor"), and PITNEY BOWES INC., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement by and among Assignor, Assignee and Todd C. Werner ("Shareholder" and, together with Assignor, the "Sellers") dated as of May 17, 2006 (as amended restated, supplemented or otherwise modified from time to time and including all exhibits, attachments and appendices thereto, the "Asset Purchase Agreement"), Sellers have agreed to assign, transfer, convey and deliver to Assignee and Assignee has agreed to acquire from Sellers 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 "Sure Feed 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 Sure Feed 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 "Sure-Feed Engineering, Inc." 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 Sure Feed 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

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 Sure Feed 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 Sure Feed Intellectual Property owned by Assignor, 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 Sure Feed Intellectual Property or renewal of any existing registration of Sure Feed Intellectual Property to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

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 Sure Feed 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 Sure Feed Intellectual Property is or may be registered or in which applications for registration of one or more of the items of Sure Feed 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.

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. Each of Assignor and Assignee 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 Florida, without regard to the Laws that might be applicable under conflicts 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:

SURE-FEED ENGINEERING, INC.

By: *Todd Werner*
Print name: *TODD WERNER*
Title: *PRODUCTION*

STATE OF FLORIDA) ss.:
COUNTY OF PINELLAS

On the 23rd day of June, 2006, before me personally came Todd C. Werner, to me known, who, being by me duly sworn, did depose and say that ~~she~~/he is President of SURE-FEED ENGINEERING, INC., a Florida corporation described in and which executed the foregoing instrument[; and that ~~she~~/he signed ~~her~~/his name thereto by authority of the Board of Directors of said corporation.

Linda Wint
Notary Public

[SEAL]



Linda Wint
MY COMMISSION # DD166014 EXPIRES
November 21, 2006
BONDED THRU TROY FAIN INSURANCE, INC

ACKNOWLEDGMENT

PITNEY BOWES 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 Sure Feed Intellectual Property.

PITNEY BOWES INC.

By: 

Print name: David Kleinman

Title: Vice President Corporate Development

STATE OF Connecticut
COUNTY OF Fairfield

On the 23rd day of June, 2006, before me personally came David Kleinman, to me known, who, being by me duly sworn, did depose and say that she/he is Vice President Corporate Development of PITNEY BOWES INC., a corporation described in and which executed the foregoing instrument; and that she/he signed her/his name thereto by authority of the Board of Directors of said corporation.

Janice L. Rudd
Notary Public

[SEAL]

JANICE L. RUDD
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2008

Schedule A – Seller Intellectual Property

Serial Number	Owner	Reg. Number	Issue Date	Trade Mark
78/149,217	Sure-Feed	2,812,875	02/10/2004	FEEDMAX
78/149,109	Sure-Feed	2,810,458	02/03/2004	DYNAMIC ROTATION TECHNOLOGY
78/042,962	Sure-Feed	2,601,171	07/30/2002	SURE-FEED (and design)

SURE FEED'S IP ASSIGNMENT

STM_212165_1.DOC/JKUKULSKI

RECORDED: 07/27/2006

TRADEMARK
REEL: 003356 FRAME: 0123