

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| 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 |
|---------------|----------|----------------|-----------------------|
| Mailcode Inc. | | 09/01/2006 | CORPORATION: DELAWARE |

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: 7

| Property Type | Number | Word Mark |
|----------------------|---------|---|
| Registration Number: | 2440576 | AUTOSCRIPT |
| Registration Number: | 2600015 | MAILCODE GLOBAL MAIL PROCESSING SOLUTIONS |
| Registration Number: | 3007732 | OCRX |
| Registration Number: | 2722921 | OLYMPUS |
| Registration Number: | 2831807 | OLYMPUS |
| Registration Number: | 2744839 | POSTBACKOFFICE |
| Registration Number: | 2748642 | POSTBACKOFFICE.COM |

CORRESPONDENCE DATA

Fax Number: (203)924-3919
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 203-924-3579
 Email: iptl@pb.com
 Correspondent Name: Jessica L. Elliott
 Address Line 1: 35 Waterview Drive

CH \$190.00 2440576

Address Line 2: 26-22
Address Line 4: Shelton, CONNECTICUT 06484-8000

| | |
|--------------------|----------------------|
| NAME OF SUBMITTER: | Jessica L. Elliott |
| Signature: | /Jessica I. Elliott/ |
| Date: | 02/06/2007 |

Total Attachments: 3
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source=mailcode#page2.tif
source=mailcode#page3.tif

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement") is entered into this 1st day of September, 2006 by and between PITNEY BOWES INC., a Delaware corporation ("PBI"), and MailCode, Inc., a Delaware corporation ("MCI"), and MailCode Holdings, Inc., an Indiana corporation ("MCHI") (collectively "Contributors").

WITNESSETH:

WHEREAS, PBI, owns 100% of the capital stock of MCHI and MCHI owns 100% of the capital stock of MCI;

WHEREAS, MCI owns all of the MCI Assets set forth on Schedule 1 hereto, and MCHI owns all of the MCHI Assets set forth on Schedule 1, the MCI Assets and the MCHI Assets collectively being referred to herein as the "Assets";

WHEREAS, MCI and MCHI each have certain liabilities listed on Schedule 1 hereto, individually referred to as the "MCI Liabilities" and the "MCHI Liabilities", and collectively the "Liabilities."

WHEREAS, Contributors desire to contribute all of their right, title and interest in the Assets and PBI wishes to assume all of the Liabilities (the "Contribution");

WHEREAS, the parties hereto desire to enter into this Agreement to establish the terms and conditions of the Contribution;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Contribution to PBI. MCI hereby absolutely, irrevocably and unconditionally contributes, assigns, transfers, conveys and delivers unto MCHI, its successors and assigns, to have and to hold forever, all of MCI's right, title and interest in and to the MCI Assets set forth on Schedule 1. Immediately thereafter, MCHI hereby absolutely, irrevocably and unconditionally contributes, assigns, transfers, conveys and delivers unto PBI, its successors and assigns, to have and to hold forever, all of MCHI's right, title and interest in and to the MCHI Assets set forth on Schedule 1, and the MCI assets transferred to MCHI hereunder from MCI.

2. Assumption of Liabilities. MCHI hereby accepts, assumes and agrees to perform and fulfill all of the MCI Liabilities in accordance with their respective terms. MCHI shall be responsible for all of the MCI Liabilities, regardless of when or where such Liabilities arose or arise, or whether the facts on which they are based occurred prior to or subsequent to the date hereof, regardless of where or against whom such Liabilities are asserted or determined or whether asserted or determined prior to the date hereof. Immediately thereafter, PBI hereby accepts, assumes and agrees to perform and fulfill all of the MCHI Liabilities in accordance with their respective terms, and the MCI Liabilities transferred to MCHI hereunder from MCI. PBI shall be responsible for all of the Liabilities, regardless of when or where such Liabilities arose or arise, or whether the facts on which they are based occurred prior to or subsequent to the date hereof, regardless of where or against whom such Liabilities are asserted or determined or whether asserted or determined prior to the date hereof.

3. Benefit of Agreement. This Agreement shall be binding upon PBI, Contributors and their respective successors and assigns and shall inure to the benefit of PBI and its respective successors and assigns. Contributors acknowledge and agree that this Agreement is made for the benefit of PBI and that PBI may enforce all of the obligations of Contributors directly against them.

4. Amendments; Waivers. This Agreement may not be modified or amended or waived in whole or in part except by an instrument or instruments in writing signed by each of parties hereto. The waiver by such parties of a breach or obligation of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach or obligation.

5. Further Assurance. Each of the parties hereto agrees that it will take such actions and execute such additional documents as may be reasonably requested by the other parties hereto in order to effectuate more fully the purposes and intent of this Agreement.

6. Governing Law. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of New York without reference to the choice of law principles thereof.

7. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties.

8. Headings Descriptive. The headings of the several sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered as of the date first above written.

PITNEY BOWES INC.

By: Leslie Abi-Karam
Name: Leslie Abi-Karam
Title: EVP + President - DMT

MAILCODE, INC.

By: Bryan J. Pomeroy
Name: BRYAN J. POMEROY
Title: PROPRIETOR & GM

MAILCODE HOLDINGS, INC.

By: Bryan J. Pomeroy
Name: BRYAN J. POMEROY
Title: PROPRIETOR & GM

Schedule 1

ASSETS AND LIABILITIES

A) MCI Assets and MCI Liabilities: Any and all assets and liabilities of MailCode, Inc.

B) MCHI Assets and MCHI Liabilities: Any and all assets and liabilities of MailCode Holdings, Inc.