

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bowe Bell + Howell Company		06/23/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bell and Howell, LLC		
<b>Street Address:</b>	3791 S. Alston Avenue		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27713		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 52</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85079073	ACCURANT	
<b>Registration Number:</b>	1879525	AIM	
<b>Registration Number:</b>	3272851	BBH	
<b>Registration Number:</b>	2992762	BH 1000	
<b>Registration Number:</b>	2782436	BH 1000 VIP	
<b>Registration Number:</b>	2784710	BH 2000	
<b>Registration Number:</b>	2776335	BH 2000 VIP	
<b>Registration Number:</b>	2995499	BH 3000	
<b>Registration Number:</b>	2057384	BH 6000	
<b>Registration Number:</b>	3044006	BIPS	
<b>Registration Number:</b>	3420016	BOWE ONE	
<b>Registration Number:</b>	3489252	COMBO	
<b>Registration Number:</b>	2583054	CRITERION	
<b>Registration Number:</b>	3819256	CRITERION APEX	

**CH \$1315.00 85079073**

Registration Number:	3136128	DEMANDWORKS
Serial Number:	85222822	DIGITAL CO-MINGLE
Registration Number:	3055957	ENDURO
Registration Number:	2986577	EROUTE
Registration Number:	2671377	FLEXISORT
Registration Number:	2681788	INTELLACTR
Registration Number:	2462107	INTELLAMGR
Registration Number:	2402463	INTELLASERT
Registration Number:	2748175	JETSTAR
Registration Number:	3583010	JETVISION
Registration Number:	2406779	M SERIES MULTI-TIER BIN SYSTEM
Registration Number:	3865597	MAILSTREAM INVELOPER
Registration Number:	1026554	MATCHMAKER
Registration Number:	1901548	MAXISORT
Registration Number:	3046489	MMT SABRE
Registration Number:	3667500	NETSORT
Registration Number:	3336570	ONE BÖWE ADVANCED SOFTWARE ENVIRONMENT
Registration Number:	2856145	PINNACLE
Registration Number:	2786741	PINNACLE VIP
Registration Number:	1886778	POSTAL TECHNOLOGIES, INC.
Registration Number:	3719784	PROSERV
Registration Number:	1916102	PTI
Registration Number:	2770371	PUREVISION
Registration Number:	3351892	TRACK N TRACE
Registration Number:	2376735	TRANSFORMER
Registration Number:	2416824	TRANSFORMER PC PROMPT
Registration Number:	3039719	TURBO
Registration Number:	3569186	VEKTOR
Registration Number:	3320432	WAYMARK
Registration Number:	2139583	WINSORT
Registration Number:	2813567	WINSORT INPROCESSING
Serial Number:	85324692	DATA IQ
Serial Number:	85324698	INFORMATION IQ
Serial Number:	85119077	INVELOPE
Serial Number:	85113850	INVELOPER

	85324688	IQ SERIES
Serial Number:	85324701	PERFORMANCE IQ
Serial Number:	85324694	POSTAL IQ

**CORRESPONDENCE DATA**

Fax Number: (312)862-2200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-862-6371  
Email: renee.prescan@kirkland.com  
Correspondent Name: Renee Prescan  
Address Line 1: 300 North LaSalle Street  
Address Line 2: Kirkland & Ellis LLP  
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	42088-20 RMP-CHECK
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	06/29/2011

**Total Attachments: 11**  
source=Bowe Bell + Howell Company Trademark Assignment#page1.tif  
source=Bowe Bell + Howell Company Trademark Assignment#page2.tif  
source=Bowe Bell + Howell Company Trademark Assignment#page3.tif  
source=Bowe Bell + Howell Company Trademark Assignment#page4.tif  
source=Bowe Bell + Howell Company Trademark Assignment#page5.tif  
source=Bowe Bell + Howell Company Trademark Assignment#page6.tif  
source=Bowe Bell + Howell Company Trademark Assignment#page7.tif  
source=Bowe Bell + Howell Company Trademark Assignment#page8.tif  
source=Bowe Bell + Howell Company Trademark Assignment#page9.tif  
source=Bowe Bell + Howell Company Trademark Assignment#page10.tif  
source=Bowe Bell + Howell Company Trademark Assignment#page11.tif

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of June 23, 2011 ("Effective Date") by and between **Bowe Bell + Howell Company**, a Delaware corporation ("Assignor"), and **Bell and Howell, LLC**, a Delaware limited liability company ("Assignee").

**WHEREAS**, Assignor and Assignee and/or their respective affiliates are parties to that certain Asset Purchase Agreement dated April 18, 2011 (the "Agreement");

**WHEREAS**, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the entire right, title and interest in, to and under the United States trademark registrations and applications for trademark registration set forth on Schedule A attached hereto, and the foreign trademark registrations and applications for trademark registration set forth on Schedule B attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

**WHEREAS**, Assignee is a successor to that part of Assignor's business to which the Marks pertain and that business is ongoing and existing.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including,

without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

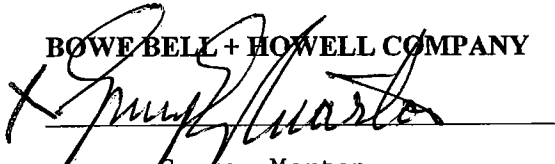
\* \* \* \* \*

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**BOWE BELL + HOWELL COMPANY**

**BELL AND HOWELL, LLC**



\_\_\_\_\_

Name: George Marton

Name: \_\_\_\_\_

Title: President

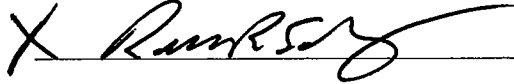
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**BOWE BELL + HOWELL COMPANY**

**BELL AND HOWELL, LLC**

\_\_\_\_\_

X 

Name: \_\_\_\_\_

Name: Randall R. Schultz

Title: \_\_\_\_\_


Title: Vice President

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS AND U.S. TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Application No. Application Date</b>	<b>Registration No. Registration Date</b>
ACCURANT	U.S. Federal	85/079073 7/7/2010	
AIM	U.S. Federal	74/506953 3/30/1994	1879525 2/21/1995
BBH	U.S. Federal	78/578774 3/2/2005	3272851 7/31/2007
BH 1000	U.S. Federal	76/209224 2/13/2001	2992762 9/6/2005
BH 1000 VIP	U.S. Federal	76/209633 2/13/2001	2782436 11/11/2003
BH 2000	U.S. Federal	76/276360 6/25/2001	2784710 11/18/2003
BH 2000 VIP	U.S. Federal	76/276358 6/25/2001	2776335 10/21/2003
BH 3000	U.S. Federal	76/361160 1/23/2002	2995499 9/13/2005
BH 6000	U.S. Federal	75/114469 6/5/1996	2057384 4/29/1997
BIPS	U.S. Federal	76/621026 11/17/2004	3044006 1/17/2006
BOWE ONE	U.S. Federal	78/666119 7/8/2005	3420016 4/29/2008
COMBO	U.S. Federal	77/017907 10/10/2006	3489252 8/19/2008
CRITERION	U.S. Federal	75/848212 11/12/1999	2583054 6/18/2002
CRITERION APEX	U.S. Federal	77/650386 1/15/2009	3819256 7/13/2010
DEMANDWORKS	U.S. Federal	76/361352 1/23/2002	3136128 8/29/2006
DIGITAL CO-MINGLE	U.S. Federal	85/222822 1/21/2011	
ENDURO	U.S. Federal	76/558645 11/10/2003	3055957 1/31/2006



Mark	Jurisdiction	Application No. Application Date	Registration No. Registration Date
ERROUTE	U.S. Federal	75/652970 3/3/1999	2986577 8/16/2005
FLEXISORT	U.S. Federal	76/276321 6/25/2001	2671377 1/7/2003
INTELLACTR	U.S. Federal	76/276357 6/25/2001	2681788 1/28/2003
INTELLAMGR	U.S. Federal	75/478014 4/29/1998	2462107 6/19/2001
INTELLASERT	U.S. Federal	75/459622 3/31/1998	2402463 11/7/2000
JETSTAR	U.S. Federal	76/276356 6/25/2001	2748175 8/5/2003
JETVISION	U.S. Federal	77/527957 7/22/2008	3583010 3/3/2009
M SERIES MULTI-TIER BIN SYSTEM	U.S. Federal	75/478012 4/29/1998	2406779 11/21/2000
MAILSTREAM INVELOPER	U.S. Federal	77/810947 8/24/2009	3865597 10/19/2010
MATCHMAKER	U.S. Federal	73/020924 5/8/1974	1026554 12/9/1975
MAXISORT	U.S. Federal	74/491187 2/17/1994	1901548 6/27/1995
MMT SABRE	U.S. Federal	75/882896 12/29/1999	3046489 1/17/2006
NETSORT	U.S. Federal	77/451658 4/18/2008	3667500 8/11/2009
ONE BÖWE ADVANCED SOFTWARE ENVIRONMENT (& Design) 	U.S. Federal	78/734273 10/17/2005	3336570 11/13/2007
PINNACLE	U.S. Federal	75/659381 3/12/1999	2856145 6/22/2004
PINNACLE VIP	U.S. Federal	75/728562 6/15/1999	2786741 11/25/2003
POSTAL TECHNOLOGIES, INC.	U.S. Federal	74/508982 4/4/1994	1886778 3/28/1995

Mark	Jurisdiction	Application No. Application Date	Registration No. Registration Date
PROSERV	U.S. Federal	77/607560 11/5/2008	3719784 12/1/2009
PTI	U.S. Federal	74/508813 4/4/1994	1916102 9/5/1995
PUREVISION	U.S. Federal	78/122692 4/18/2002	2770371 9/30/2003
TRACK N TRACE	U.S. Federal	77/193045 5/30/2007	3351892 12/11/2007
TRANSFORMER	U.S. Federal	75/582365 11/3/1998	2376735 8/15/2000
TRANSFORMER PC PROMPT	U.S. Federal	75/582364 11/3/1998	2416824 1/2/2001
TURBO	U.S. Federal	76/624213 12/9/2004	3039719 1/10/2006
VEKTOR	U.S. Federal	77/375173 1/18/2008	3569186 2/3/2009
WAYMARK	U.S. Federal	78/711578 9/13/2005	3320432 10/23/2007
WINSORT	U.S. Federal	75/092964 4/23/1996	2139583 2/24/1998
WINSORT INPROCESSING	U.S. Federal	76/300785 8/16/2001	2813567 2/10/2004
DATA IQ	U.S. Federal	85/324692 5/19/2011	
INFORMATION IQ	U.S. Federal	85/324698 5/19/2011	
INVELOPE	U.S. Federal	85/119077 8/30/2010	
INVELOPER	U.S. Federal	85/113850 8/30/2010	
IQ SERIES	U.S. Federal	85/324688 5/19/2011	
PERFORMANCE IQ	U.S. Federal	85/324701 5/19/2011	
POSTAL IQ	U.S. Federal	85/324694 5/19/2011	

**SCHEDULE B**

**FOREIGN TRADEMARK REGISTRATIONS AND FOREIGN TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Application No. Application Date</b>	<b>Registration No. Registration Date</b>
B&H SERVICEPLUS+	Australia	927066 9/13/2002	927066 9/13/2002
BBH	Canada	1270025 8/19/2005	TMA719515 7/28/2008
BH 3500	Canada	1121945 11/13/2001	TMA599461 1/14/2004
BH 6000	Canada	0875633 4/20/1998	TMA523164 2/16/2000
BIPS	Canada	1243424 12/31/2004	TMA692086 7/16/2007
EMESSAGING EXPRESS	Canada	1126489 12/21/2001	TMA661766 3/29/2006
ENDURO	Canada	1216678 5/10/2004	TMA696595 9/14/2007
EROUTE	Canada	1009893 3/25/1999	TMA743710 7/17/2009
IMPACT	Canada	0897294 11/23/1998	TMA550997 9/18/2001
IMPACT INTERNET BILLING	Canada	1026134 8/18/1999	TMA565842 8/15/2002
INTELLACTR	Canada	1125774 12/20/2001	TMA609479 5/5/2004
INTELLAMGR	Canada	0891909 9/30/1998	TMA623027 10/20/2004
INTELLASERT	Canada	0891616 9/28/1998	TMA605405 3/16/2004
JETVISION	Canada	1424783 1/16/2009	TMA765819 5/5/2010
PINNACLE SYSTEM	Canada	1028587 9/10/1999	TMA551566 9/26/2001
PUREVISION	Canada	1154393 10/1/2002	TMA629177 12/31/2004
RASTAR	Canada	1105438 6/6/2001	TMA586890 8/8/2003

Mark	Jurisdiction	Application No. Application Date	Registration No. Registration Date
TRANSFORMER	Canada	1012252 4/16/1999	TMA584122 6/20/2003
TRANSFORMER PC PROMPT	Canada	1012253 4/16/1999	TMA584123 6/20/2003
TURBO	Canada	1243423 12/31/2004	TMA676923 11/14/2006
VEKTOR	Canada	1379892 1/18/2008	TMA750960 10/23/2009
WINSORT	Canada	0824769 10/1/1996	TMA510995 4/16/1999
ADVANTAGE	Canada	0692316 10/25/1991	TMA424087 3/4/1994
ENTERPRISE	Canada	0720123 1/7/1993	TMA421281 12/17/1993
ACCURANT	Community Trademarks	9549171 11/24/2010	
CRITERION APEX	Community Trademarks	8353261 6/10/2009	8353261 2/1/2010
DEMANDWORKS	Community Trademarks	2785988 7/23/2002	2785988 4/2/2004
ENDURO	Community Trademarks	3807625 4/29/2004	3807625 12/14/2005
INTELLACTR	Community Trademarks	2509834 12/19/2001	2509834 9/3/2003
INTELLAMGR	Community Trademarks	973669 9/30/1998	973669 2/22/2000
INTELLASERT	Community Trademarks	951962 9/28/1998	951962 1/24/2000
JETVISION	Community Trademarks	7533367 1/19/2009	7533367 10/7/2009
M SERIES MULTI-TIER BIN SYSTEM	Community Trademarks	961078 10/20/1998	961078 5/5/2000
MAILSTREAM INVELOPER	Community Trademarks	8831414 1/25/2010	8831414 10/4/2010
PUREVISION	Community Trademarks	2877470 10/1/2002	2877470 2/26/2004
WAYMARK	Community Trademarks	4877577 2/2/2006	4877577 3/5/2007
WINSORT	Community Trademarks	347542 10/7/1996	347542 11/24/1998

Mark	Jurisdiction	Application No. Application Date	Registration No. Registration Date
DEMANDWORKS	Czech Republic	183023 8/30/2002	255066 6/25/2003
ADVANTAGE	France	INPI 316932 10/31/1991	1703222
ENTERPRISE	France	93452304 7/23/1999	93452304
AIM	Germany	B103052/7 9/29/1994	2910654 8/18/1995
DEMANDWORKS	Japan	2002-062084 7/23/2002	4742533 1/23/2004
ENDURO	Japan	S49-015358 2/2/1974	1281658 7/8/1977
ENDURO	Japan	2004-042772 5/10/2004	5024402 2/9/2007
ENDURO (in katakana)	Japan	S58-085356 9/6/1983	1843217 2/28/1986
WINSORT	Japan	H08-112097 10/2/1996	4130003 3/27/1998
BH 2000	Mexico	524912 12/18/2001	749331 5/29/2002
BH 2000 VIP	Mexico	526332 1/7/2002	749754 5/30/2002
BH 3500	Mexico	517277 11/14/2001	738662 3/20/2002
DATAVERIFY	Mexico	517276 11/14/2001	738661 3/20/2002
DEMANDWORKS	Mexico	557725 7/23/2002	763976 9/30/2002
DEMANDWORKS	Mexico	557726 7/23/2002	763977 9/30/2002
EMESSAGING EXPRESS	Mexico	524913 12/18/2001	782821 3/17/2003
INTELLACTR	Mexico	524914 12/18/2001	749332 5/29/2002
WINSORT ONE PASS	Mexico	540739 3/26/2002	754879 7/22/2002
DEMANDWORKS	Poland	253216 7/23/2002	165824 8/25/2005
BELL & HOWELL ADVANTAGE	Switzerland	6918/1991 7/22/1992	395238 8/13/1992

Mark	Jurisdiction	Application No. Application Date	Registration No. Registration Date
ENTERPRISE	Switzerland	447/1993 1/20/1993	404684 8/31/1993
DEMANDWORKS	Turkey	2002/18411 7/23/2002	2002/18411