

**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>
Crawford Technologies, Inc.		04/08/2011	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	United States Postal Service		
<b>Street Address:</b>	475 L'Enfant Plaza SW		
<b>City:</b>	Washington		
<b>State/Country:</b>	DISTRICT OF COLUMBIA		
<b>Postal Code:</b>	20260		
<b>Entity Type:</b>	Ind Est of the Exec Branch of US Govt: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3529516	ENTERPRISE IMB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(602)734-3750		
<b>Phone:</b>	(602) 262-5311		
<b>Email:</b>	TRADEMARKS@LRLAW.COM		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Jennifer A. Van Kirk		
<b>Address Line 1:</b>	Lewis and Roca LLP		
<b>Address Line 2:</b>	40 North Central Avenue, Suite 1900		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004		
<b>ATTORNEY DOCKET NUMBER:</b>	38494-308		
<b>NAME OF SUBMITTER:</b>	JENNIFER A. VAN KIRK		
<b>Signature:</b>	/JENNIFER A. VAN KIRK/		

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**TRADEMARK**  
**REEL: 004627 FRAME: 0540**

Date:

09/22/2011

**Total Attachments: 6**

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## ASSIGNMENT AND LICENSE AGREEMENT

This Assignment and License Agreement ("Agreement") is entered into between the United States Postal Service, with an address of 475 L'Enfant Plaza SW, Washington D.C. 20260 ("USPS") and Crawford Technologies, Inc. with its address at 22 Depot Street, PO Box 5198, Potsdam, NY, 13676 ("Crawford"). USPS and Crawford are collectively referred to as Parties in this Agreement. This Agreement shall be effective as of the date of the last signature below (the "Effective Date").

### RECITALS

A. USPS owns federal registrations for the marks IM® (Reg. No. 3752658) and INTELLIGENT MAIL® (Reg. No. 2845991) and a pending federal trademark application (Serial No. 85/076,197) for IMB™ for mailing and shipping related services. USPS also owns common law rights in the IM, INTELLIGENT MAIL and IMB marks.

B. Crawford is using the trademark ENTERPRISE IMB with mailing software and it also owns a United States federal supplemental registration (Reg. No. 3529516) for the mark ENTERPRISE IMB® (collectively the "Trademark").

C. A dispute has arisen regarding Crawford's use and registration of the Trademark. The Parties wish to resolve their dispute.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### 1. Assignment of rights in the Trademark.

(a) Crawford agrees to and hereby assigns all worldwide right, title and interest in the Trademark to USPS, including all rights in the federal United States registration no. 3529516, along with the goodwill symbolized by the Trademark.

(b) Crawford also agrees to and hereby assigns all causes of action arising out of or related to past, present or future infringement or misappropriation of the Trademark and related remedies, including, without limitation, the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the Trademark and collect damages therefor.

(c) Crawford agrees to cooperate with and assist USPS in obtaining, enforcing and defending its rights in the INTELLIGENT MAIL®, IM® and IMB™ trademarks.

#### 2. License to Use the Trademark.

##### (a) Definitions.

- (i) "Trademark" is the trademark ENTERPRISE IMB.
- (ii) "Licensed Goods" refer to computer software designed to allow organizations to implement the USPS INTELLIGENT MAIL® barcode, otherwise known as IMB™.
- (iii) "Licensed Materials" are all materials displaying the Trademark as used by Crawford in connection with and including the Licensed Goods.

(b) **Grant.** USPS hereby grants to Crawford a fully paid-up, non-assignable and non-terminable (except as provided for in Section 2(e)) license to use and have used the Trademark with Licensed Materials in connection with the advertising and/or sale of Licensed Goods without limitation to time, territory or medium. Other than the rights expressly granted herein, nothing shall be construed to convey any right, title or interest in or to any intellectual property of any party, including limiting USPS' right or ability to license its other trademarks or trade names. Nothing in this Agreement will be deemed to limit USPS' use of or ability to license its INTELLIGENT MAIL®, IM® or IMB™ marks, even for goods and services that directly compete with those offered by Crawford.

(c) **Limitations.** USPS reserves all rights not expressly granted to Crawford herein. No trademarks, service marks, logos, copyrighted material or designs other than the Trademark are covered by this Agreement. Crawford shall not use any other trademark or trade name in combination with the Trademark or modify the Trademark without USPS' prior written approval.

(d) **Quality Control.** To ensure that the quality of the Licensed Goods are consistent with USPS' reputation for high quality and with the goodwill associated with the Trademark, and to ensure the preservation of USPS' rights in the Trademark, USPS maintains the right to periodically review the Licensed Materials and Licensed Goods to ensure the Licensed Goods and the Licensed Materials are consistent with its reputation for high quality and goodwill. Crawford agrees to comply with all reasonable instructions, changes and guidelines provided by USPS necessary to preserve the high quality and goodwill associated with the Trademark.

(e) **Term and Termination.** This Agreement shall run from year to year from its Effective Date unless terminated in accordance with this Section.

(i) The Parties shall have the right to unilaterally terminate this Agreement for any reason upon thirty (30) calendar days written notice in accordance with Section 9.

(ii) Termination of this Agreement under the provisions of this Section shall be without prejudice to any rights that have accrued prior thereto or that either party may assert against the other.

(iii) Upon termination of this Agreement, all of the rights of Crawford under this Agreement shall terminate herewith and shall revert immediately to

USPS. Crawford shall immediately discontinue all use of the Trademark, and any costs incurred by Crawford as a result, shall not be the responsibility of USPS. Crawford shall also refrain from all use of any marks, designs, or images confusingly similar to the Trademark.

(iv) Upon termination of this Agreement, Crawford shall destroy or turn over to USPS all Licensed Materials. Crawford shall turn over to USPS the Licensed Materials no later than thirty (30) calendar days following the termination of this Agreement.

3. **Legend.** Crawford agrees to display a legend on all materials, including, but not limited to, promotional and advertising materials, corporate materials, and on its website(s) where the Trademark is shown, stating that the Trademark is owned by the United States Postal Service and used with permission.

4. **Proper Notice.** Crawford agrees to always use the symbol ® with the Trademark.

5. **No Affiliation with USPS.** Crawford agrees to not expressly or impliedly represent itself to the public as affiliated with or authorized, sponsored or endorsed by USPS.

6. **Further assurances.** Crawford agrees that, at any time and from time to time, it or its agents will promptly execute and deliver all further instruments and documents, and take all further action at the request of USPS that may be necessary to implement, perfect or record the transfer contemplated by this Agreement.


7. **Ownership of Rights.** Crawford acknowledges and agrees that USPS is the sole and exclusive owner of all right, title, and interest in and to the Trademark. Crawford agrees that its use of the Trademark shall inure to the benefit of USPS and Crawford shall not, at any time, acquire any ownership rights in the Trademark by virtue of any use it may make of it. Crawford agrees that, during the term of this Agreement or thereafter, it will not directly or indirectly contest, challenge, harm, misuse or bring into disrepute USPS' rights in or the validity of the Trademark. Crawford agrees that it shall not at any time claim or apply for any copyright, trademark, domain name or other proprietary protection in the Trademark nor file any document with any government authority or take any other action that could affect USPS' ownership of the Trademark, or aid or abet anyone else in doing so.

8. **Notices.** Any notice under this Agreement shall be sent to the address below by USPS Certified Mail® service with Return Receipt requested and by facsimile to the addresses and numbers below, and shall be deemed to have been given at the time it is mailed or sent.

To USPS: United States Postal Service  
Rights & Permissions  
475 L'Enfant Plaza, SW, Room 3300  
Washington, DC 20260-3300  
  
ATTN: Manager, Rights & Permissions  
  
Phone: 202-268-7345  
Fax: 202-268-8861  
Email: permissions@usps.gov

With copies to: United States Postal Service  
Public Affairs & Communications  
475 L'Enfant Plaza, SW  
Room 10536  
Washington, DC 20260-3100

To Crawford : Insert  
ATTN: Manager, Public Affairs  
CRAWFORD TECHNOLOGIES USA INC.  
22 DEPOT ST, PO BOX 5198  
ROSDALE, NY  
13676-5198  
Phone: (416)-923-0080 FAX: (416)923-8877  
ADMIN@CRAWFORDTECH.COM



9. **Binding.** This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective (as applicable) successors, assigns, heirs, executors, administrators, officers, directors, employees, agents and representatives.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement and the provisions thereof shall not be waived or modified except by an instrument in writing of subsequent date hereof executed by the Parties.

11. **Choice of Law.** This Agreement is governed by and shall be construed in accordance with principles of U.S. federal common law. To the extent U.S. federal common law does not speak to the issue in question, then the laws of the State of New York shall apply, as interpreted by the Second Circuit Court of Appeals of the United States, without regard to applicable rules of conflict of law. The Court of Federal Claims shall have jurisdiction and shall be proper venue for any dispute arising out of or in any way relating to this Agreement, and each party consents to the personal jurisdiction of this court for these purposes.

12. **Severability.** In the event that any of the provisions, portions, or applications of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portion or applications

thereof, shall not be affected. The Parties agree that they will negotiate in good faith or will permit a court to replace any provisions hereof so held unenforceable or invalid with a valid provision that is as similar as possible in substance to the invalid or unenforceable provision.

13. Relationship of the Parties. This Agreement does not create a partnership or joint venture between the Parties and the Parties shall have no power to obligate or bind each other in any manner whatsoever.

14. Counterparts and Facsimiles. For the convenience of the Parties, this Agreement may be executed by facsimile signatures and in two counterparts that shall together constitute the Agreement of the Parties as one and the same instrument.

15. Captions. The captions used in connection with the paragraphs of this Agreement are inserted only for reference purposes. They shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of this Agreement.

16. Waiver.

(a) No waiver by either party of a breach or a default of this Agreement shall be deemed a waiver by such party of a subsequent breach or default.

(b) Resort by USPS to any remedies referred to in this Agreement or arising by reason of a breach of this Agreement by Crawford shall not be construed as a waiver by USPS of its right to resort to any and all other legal and equitable remedies available to it.

17. Jointly Drafted. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent arises, this Agreement will be construed as if drafted jointly by USPS and Crawford and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.


18. Indemnification. Crawford agrees to defend, indemnify and hold USPS, its agents, representatives and assignees harmless against any and all claims, demands, causes of action, liability, loss, damage, judgments or expense (including reasonable attorneys' fees and court costs) arising out of or relating to Crawford's use of the Trademark or sale of the Licensed Goods, including without limitation, third party claims of infringement by the Trademark.

19. Representations and Warranties. Each party represents and warrants that it has the right, power and authority to enter this Agreement and that it knows of no other agreements with any other party that conflict with that right, power and authority.

20. Survival. All obligations of Crawford and USPS that expressly, or by their nature, survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement and waive the right to challenge the validity or effectiveness of this Agreement:

**UNITED STATES POSTAL SERVICE**

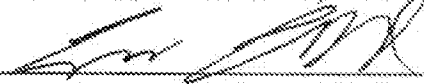
Signature: 

Name: GARY THWIZ

Title: UMCR Channel MKT

Date: 4-8-2011

**CRAWFORD TECHNOLOGIES, INC.**

Signature: 

Name: Ernie Crawford

Title: President

Date: Feb 11, 2011