

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313601

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bell and Howell, LLC		06/20/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BCC Software, LLC		
Street Address:	75 Josons Drive		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14623		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4122452	ACCURANT	
Registration Number:	3351892	TRACK N TRACE	
Registration Number:	3043815	TRAYMATE	
CORRESPONDENCE DATA			
Fax Number:	2158325763		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-569-5763		
Email:	sbockert@blankrome.com		
Correspondent Name:	Shaun J. Bockert		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	123285-00100		
NAME OF SUBMITTER:	Shaun J. Bockert		
SIGNATURE:	/sjb/		
DATE SIGNED:	08/11/2014		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement is made effective as of June 20, 2014 (the "Effective Date"), by and between Bell and Howell, LLC, a Delaware limited liability company ("Assignor") and BCC Software, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are referred to herein individually as a "Party," and collectively as the "Parties."

WHEREAS, Assignor is executing this Assignment pursuant to that certain Contribution and Spin-Off Agreement dated June 20, 2014 by and between Assignor and Assignee (the "Contribution Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Contribution Agreement;

WHEREAS, Assignor is the exclusive owner of certain intellectual property included in the BCC Assets, including but not limited to the patents and other intellectual property set forth in Exhibit A, and the intellectual property rights contained therein (the "Intellectual Property");

WHEREAS, Assignor wishes to assign and Assignee wishes to acquire the Intellectual Property and all intellectual property rights therein;

NOW, THEREFORE, Assignor and Assignee, in consideration of the mutual promises contained in this Intellectual Property Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, agree as follows:

1. Assignment of Intellectual Property. Assignor hereby sells, transfers, convey, assigns and sets over to Assignee all of Assignor's rights (including without limitation, intellectual property rights), title, and interests in and to the Intellectual Property, and any and all goodwill in connection therewith, and Assignor reserves no rights in any such Intellectual Property.

2. Recordation. Assignor authorizes the U.S. Patent and Trademark Office, the U.S. Copyright Office and any Official of any country or countries foreign to the United States whose duty it is to receive or register copyrights, patents, trademarks or applications therefore, to record Assignee as the owner of the Intellectual Property and to issue all registrations for said Intellectual Property, to be in the name of Assignee, as assignee of the Intellectual Property, for the sole use of Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

3. Miscellaneous Provisions.

2.1 Severability. Should any term or provision of this Assignment be held to any extent unenforceable, invalid, or prohibited under law, then such provision shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Assignment. The application of such term or provision to persons, property, or circumstances other than those as to which it is invalid, unenforceable, or prohibited, shall not be affected by such invalidity, unenforceability, or prohibition, and each term and provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

2.2 Interpretation. This Assignment has been freely negotiated and entered into by each Party. A Party's role in drafting this Assignment shall not be a basis for construing this Assignment in any manner against such Party.

2.3 Headings. Section headings are for reference only and shall not affect the interpretation of this Assignment.

2.4 Successors in Interest. This Assignment and all of the provisions in this Assignment shall be binding upon and inure to the benefit of the successors in interest and assigns of the Parties.

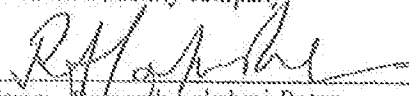
2.5 Applicable Law. This Assignment, each transaction entered into under this Assignment, and all matters arising out of or related to this Assignment shall be in all respects governed by, and construed and enforced in accordance with, the laws of the State of Delaware without giving effect to its rules relating to conflict of laws.

2.6 Entire Agreement. This Assignment and Exhibit A constitute the complete and exclusive statement of the agreement between the Parties with respect to the subject matter of this Assignment, and this Assignment supersedes any prior oral or written communications, proposals, representations, and agreements.

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IN WITNESS WHEREOF, Assignor accepts this Assignment and has caused this Assignment to be executed and delivered on its behalf as of the Effective Date.

BELL AND HOWELL, LLC
a Delaware limited liability company

By: 
Name: Raghav Lakshmi-Ratan
Title: Chief Executive Officer

BCC SOFTWARE, LLC
a Delaware limited liability company

By: _____
Name:
Title:

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, Assignor accepts this Assignment and has caused this Assignment to be executed and delivered on its behalf as of the Effective Date.

BELL AND HOWELL, LLC
a Delaware limited liability company

By: _____
Name:
Title:

BCC SOFTWARE, LLC
a Delaware limited liability company

By:  _____
Name: Christopher Lien
Title: President

[Signature Page to Intellectual Property Assignment]

EXHIBIT A - Intellectual Property

A. Registered Trademarks:

Mark	Regist. Number	Country	Class	File Date	Registration Date	Trademark Status
ACCURANT	4122452	United States of America	09 Int., 42 Int.	7/7/2010	4/3/2012	Cancelled
ACCURANT	009549171	European Community	09 Int., 16 Int., 42 Int.	11/24/2010	7/20/2011	Intend Cancel
TRACK N TRACE	3351892	United States of America	09 Int.	5/30/2007	12/11/2007	Registered
TRAYMATE	3043815	United States of America	09 Int.	8/13/2004	1/17/2006	Registered

B. Common Law Trademarks:

BCC Software
 BCC Mail Manager
 BCC Mail Manager Full Service
 BCC Mail Manager LE
 BCC ZIPFOURce
 BCC TagIt Pro
 Datavolve
 Go Data
 eQuencer
 eQMX

C. Patents

Title	Patent Number	Country Name	File Date	Issue Date	Status
MAIL TRANSPORTATION PROCESSING	8515877	United States of America	6/4/2009	8/20/2013	Granted

D. Copyrights (common law)

Software programs for:
 Mail Manager
 eQuencer
 eQMX
 BCC Mail Manager Full Service
 BCC Mail Manager LE
 BCC ZIPFOURce
 BCC TagIt Pro
 Datavolve
 Go Data
 Track N Trace

E. Domain Names

Domain Name	Expiration Date	Registrant	Registrar
bccsoftware.com	5/16/2014	Bell and Howell, LLC	GoDaddy.com, Inc.