

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712513

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pitney Bowes Inc.		12/02/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Pitney Bowes Software Inc.		
Street Address:	350 Jordan Road		
City:	Troy		
State/Country:	NEW YORK		
Postal Code:	12180		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5546501	SYNCHRONIZE	
CORRESPONDENCE DATA			
Fax Number:	4023909005		
<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:	4023909500		
Email:	ip@koleyjessen.com		
Correspondent Name:	Roberta L. Christensen		
Address Line 1:	1125 S 103rd Street		
Address Line 2:	One Pacific Place, Suite 800		
Address Line 4:	Omaha, NEBRASKA 68124		
ATTORNEY DOCKET NUMBER:	22614-5093		
NAME OF SUBMITTER:	Roberta L. Christensen		
SIGNATURE:	/rlc/		
DATE SIGNED:	03/07/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment Agreement"), effective as of December 2, 2019 (the "Effective Date"), is entered into by and between PITNEY BOWES INC., a Delaware corporation with an address at 3001 Summer Street, Stamford, CT 06905 ("Assignor"), and PITNEY BOWES SOFTWARE INC., a Delaware corporation with an address at 350 Jordan Road, Troy, NY 12180 ("Assignee"). Assignor and Assignee are each referred to individually as a "Party" and together as the "Parties."

WHEREAS, pursuant to the Stock and Asset Purchase Agreement dated as of August 23, 2019 (the "Purchase Agreement"), among Assignor and Starfish Parent, LP ("Buyer"), Assignor has agreed to sell, transfer, convey, assign and deliver to Buyer, and Buyer agreed to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in, to and under certain of the Assignor's registered trademarks, service marks, trade dress, trade names, logos and other source identifiers, applications to register, and renewals of, the foregoing as set forth in Schedule A (collectively, "Trademarks");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Assignment. Assignor hereby irrevocably, absolutely and unconditionally assigns, transfers, conveys and delivers to the Assignee all of Assignor's right, title and interest of every kind, nature and description in, to and under the Trademarks. The assignment of the right, title or interests in Trademarks pursuant to this Section 1 shall include (a) the assignment of all of such Assignor's rights, title and interests in the Trademarks, (b) with respect to the Trademarks, any and all goodwill connected with the use of and symbolized by such Trademarks and (c) the rights, as applicable: (i) to sue and recover damages and obtain other equitable relief for present and future infringement, dilution, misappropriation or other violation or conflict associated with such Trademarks, (ii) to collect future royalties, damages, proceeds and other payments under such Trademarks, (iii) to claim priority based on such Trademarks under the laws of any jurisdiction and/or under international conventions or treaties, (iv) to prosecute, register, maintain and defend such Trademarks before any public or private agency, office or registrar and (v) to fully and entirely stand in the place of such Assignor and its affiliates, as applicable, in all matters related to such Trademarks as if this Assignment Agreement had not been made.

SECTION 2. Recordation. Assignor hereby authorizes Assignee to record this Assignment with any relevant governmental authority so as to perfect its ownership of the Trademarks. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, officials of corresponding entities or agencies in any applicable jurisdictions, and any other relevant authority, to transfer all registrations and registration applications for the Trademarks to Assignee as assignee of Assignor's right, title and interest therein, in accordance with this Assignment Agreement, and to issue to Assignee all registrations which may issue with respect to any applications for intellectual property rights included in such Trademarks.

SECTION 3. Further Assurances. From and after the Effective Date, upon Assignee's reasonable request and at Assignee's expense, Assignor shall cooperate with Assignee to (i) execute, acknowledge and deliver all instruments of transfer, conveyance, assignment and assumption, powers of attorney and any other documents or instruments, (ii) file or cause to be filed all filings with the appropriate Governmental Authorities and/or domain name registrars and (iii) take or cause to be taken all actions as may be reasonably required to convey and transfer to and vest in Assignee and protect its right, title and interest in, to and under all of the Trademarks, and as otherwise may be appropriate to carry out the transactions contemplated by this Assignment Agreement.

SECTION 4. Subject to Purchase Agreement. This Assignment Agreement is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Assignment Agreement, express or implied, is intended to, or will be construed to, modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Assignment Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

SECTION 5. Miscellaneous.

(a) Severability. If any term or other provision of this Assignment Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Assignment Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, Assignor and Assignee shall negotiate in good faith to modify this Assignment Agreement so as to affect their original intent as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible.

(b) Amendment. This Assignment Agreement may be amended, restated or supplemented or otherwise modified only in a writing signed by all parties hereto.

(c) Governing Law. This Assignment Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Delaware, without giving effect to the conflict of laws rules thereof to the extent that the application of the law of another jurisdiction would be required thereby.

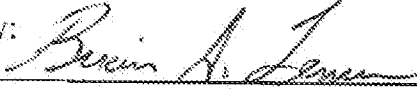
(d) Counterparts. This Assignment Agreement may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

{Signature Page Follows}

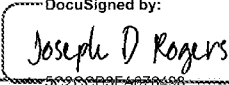
IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment and Assumption Agreement as of the Effective Date.

AGREED AND ACCEPTED:

PITNEY BOWES INC.

By: 
Name: Brian A. Lemm
Title: Assistant General Counsel

PITNEY BOWES SOFTWARE INC.

By: 
Name: Joseph D Rogers
Title: CEO

Signature Page to Trademark Assignment Agreement

TRADEMARK
REEL: 007651 FRAME: 0443

SCHEDULE A**REGISTERED TRADEMARKS**

Trademark	Country	Reg. No.	Owner	Filing Date	Reg. Date
SYNCHRONIZE	US	5546501	PITNEY BOWES INC.	08/15/2016	08/21/2018
SYNCHRONIZE	BR	912237228	PITNEY BOWES INC.	01/31/2017	10/09/2018
SYNCHRONIZE	CA	1031166	PITNEY BOWES INC.	01/23/2017	06/25/2019
SYNCHRONIZE	CN	22763899	PITNEY BOWES INC.	02/07/2017	02/21/2018
SYNCHRONIZE	EM	17001901	PITNEY BOWES INC.	07/21/2017	11/27/2017
SYNCHRONIZE	JP	6000138	PITNEY BOWES INC.	02/15/2017	12/01/2017
SYNCHRONIZE	NZ	1059330	PITNEY BOWES INC.	01/24/2017	08/15/2016

PENDING TRADEMARK APPLICATIONS

Trademark	Country	Application No.	Owner	Filing Date
SYNCHRONIZE	IN	3465849	PITNEY BOWES INC.	01/24/2017