TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751270

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Borderfree, Inc.		08/01/2022	Corporation:

RECEIVING PARTY DATA

Name:	Pitney Bowes Inc.
Street Address:	3001 Summer Street
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06905
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5661992	(R)EVOLUTION

CORRESPONDENCE DATA

Fax Number:	NA

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.

Phone:	203-796-6697
Email:	brian.lemm@pb.com
Correspondent Name:	Brian A. Lemm
Address Line 1:	27 Waterview Drive
Address Line 4:	Shelton, CONNECTICUT 06484

ATTORNEY DOCKET NUMBER:	TS1318US
NAME OF SUBMITTER:	Brian A. Lemm
SIGNATURE:	/Brian A. Lemm/
DATE SIGNED:	08/25/2022

Total Attachments: 4
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CH $40.00 5661992

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment Agreement"), effective as of August 1, 2022 (the "Effective Date"), is entered into by and between BORDERFREE, INC., a Delaware corporation with an address at 292 Madison Ave., 5th Floor, New York, NY 10017 ("Assignor") and PITNEY BOWES INC., a Delaware corporation with an address at 3001 Summer Street, Stamford, CT 06905 ("Assignee"). Assignor and Assignee are each referred to individually as a "Party" and together as the "Parties."

WHEREAS, 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, 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 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. 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 Assignment Agreement as of the Effective Date.
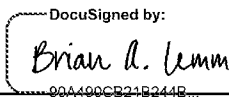
AGREED AND ACCEPTED:

BORDERFREE, INC.

By: _____

Name: Amir Schlachet

Title: DIRECTOR

PITNEY BOWES INC.

By: _____

Name: Brian A. Lemm

Title: Assistant General Counsel

Signature Page to Trademark Assignment Agreement

**TRADEMARK
REEL: 007832 FRAME: 0033**

SCHEDULE A

REGISTERED TRADEMARKS

Trademark	Country	Reg. No.	Filing Date	Reg. Date
(R)EVOLUTION	CA	TMA1083954	11-Apr-2017	07-Oct-2020
(R)EVOLUTION	EM	16601379	12-Apr-2017	31-Aug-2017
(R)EVOLUTION	UK	UK00916601379	12-Apr-2017	31-Aug-2017
(R)EVOLUTION	HK	304108239	12-Apr-2017	12-Apr-2017
(R)EVOLUTION	IN	3528640	18-Apr-2017	18-Apr-2017
(R)EVOLUTION	JP	5991465	18-Apr-2017	27-Oct-2017
(R)EVOLUTION	NO	295301	12-Apr-2017	04-Dec-2017
(R)EVOLUTION	NZ	1064422	12-Apr-2017	27-Feb-2018
(R)EVOLUTION	US	5661992	17-Nov-2016	22-Jan-2019