### TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Express Postal Options		09/06/2012	LIMITED LIABILITY
International, LLC		09/00/2012	COMPANY: CALIFORNIA

#### **RECEIVING PARTY DATA**

Name:	R.R. Donnelley & Sons Company	
Street Address:	111 South Wacker Drive	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	Entity Type: CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3658888	INVENTING YOUR POSTAL SOLUTIONS

#### **CORRESPONDENCE DATA**

**Fax Number**: 2149813400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	32136-10448
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/

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Date:	09/07/2012
Total Attachments: 5 source=IP Instrument of Assignment (Execusource=IP Instrument of Assignment of Assignment (Execusource=IP Instrument of Assignment (Execusource=IP Instrument of Assignment of Assignment (Execusource=IP Instrument of Assignment of Assignment of Assignment (Execusource=IP Instrument of Assignment of Assignment (Execusource=IP Instrument of Assignment of Assignment of Assignment (Execu	uted)#page2.tif uted)#page3.tif uted)#page4.tif

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#### INTELLECTUAL PROPERTY INSTRUMENT OF ASSIGNMENT

This Intellectual Property Instrument of Assignment (the "<u>Assignment</u>"), dated as of September 6, 2012, is by and between Express Postal Options International, LLC, a California limited liability company, ("<u>Assignor</u>") to R.R. Donnelley & Sons Company, a Delaware corporation, ("<u>Assignee</u>").

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached <u>Schedules A and B</u> (the "<u>Assigned IP</u>");

WHEREAS, Assignor, Assignee and the Seller Members (as defined in the Agreement) have entered into an Asset Purchase Agreement of even date herewith (the "<u>Agreement</u>") pursuant to which Assignor is selling certain assets to Assignee, including the Assigned IP; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the parties wish to record such acquisition in the Patent and Trademark Offices.

NOW, THEREFORE, in consideration of the good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks and trademark applications set forth in <a href="Schedule A">Schedule A</a> hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (v) all rights corresponding to any of the foregoing throughout the world; and (vi) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.
- 2. <u>Successors</u>. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
- 3. <u>Governing Law</u>. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark issues, and (ii) in all other respects, including as to validity (except for trademark issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.

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- 4. <u>Counterparts</u>. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
- 5. <u>Miscellaneous</u>. This Assignment is subject to all the terms and conditions of the Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

**ASSIGNOR** 

EXPRESS POSTAL OPTIONS INTERNATIONAL, LLC

Name: Kelly Mortinez

Title:

STATE OF <u>California</u> ) county of <u>LOS Angel</u>es ) ss.

Before me, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, personally appeared \_\_\_\_\_\_ / Martinez \_\_\_\_\_ known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignor.

Sandraferrer

Notary Public

SANDRA FERRER
COMM. #1964129
Notary Public - California SANDRA FERRER
LOS ANGELES COUNTY AMY Comm. Exp. Dec. 18, 2015 r

Signature of Notary)

(Legibly Print or Stamp Name of Notary)

#### ACCEPTED BY:

#### ASSIGNEE

Name: David A. Gardella Title: SVP, Finance

STATE OF <u>II/inoi's</u> ) ss.

Before me, the undersigned authority, on this 6th day of September, 2012, personally appeared David H. Ardella known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignee.

OFFICIAL SEAL
AUDREY A METES
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/10/15

Notary Public Audrey A. Metes

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

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# **Schedule A-Trademarks**

MARK	COUNTRY	SER. NO.	FILE DATE	REG. NO.	REG. DATE
Inventing Your Postal	U.S.	77362966	January 2, 2008	3,658,888	July 21, 2009
Solutions					

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