

11-07-2002



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UNITED STATES PATENT AND TRADEMARK OFFICE

31011 U.S. PRO
10/285215
10/31/02

In re patent application of)
Thomas J. Foth, et al.) Attorney Docket No.: F-568
Serial No.:) Date: October 31, 2002
Filed: Concurrently herewith)

Title: METHOD FOR RETURNING AND RESELLING MERCHANDISE

RECORDATION OF ASSIGNMENT - NEW PATENT APPLICATION

Assistant Commissioner for Patents
Washington, D.C. 20231

10-31-02

Sir:

Please record the attached original document(s) or copy(ies) in the records of the U.S. Patent and Trademark Office.

| | |
|--|---|
| 1. Name of conveying party: Thomas J. Foth Cornelius S. McNab | 2. Name of receiving party: Pitney Bowes Inc. 1 Elmcroft Road Stamford, CT 06926-0700 |
| 3. Nature of Conveyance: Assignment Execution Date: October 28, 2002 | |
| 4. Property Conveyed: This document is being filed together with a new patent application. The execution date of the application is October 28, 2002. | |
| 5. Name and address of party to whom correspondence concerning this document should be mailed: Christopher J. Capelli Pitney Bowes Inc. 35 Waterview Drive P.O. Box 3000 Shelton, CT 06484-8000 | 6. Total Number of Applications: 1 7. Total Recordal Fee: \$40.00 8. Charge the \$40.00 Fee to Deposit Account No. 16-1885. |

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9. Statement and Signature
40.00 CH

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christopher J. Capelli

October 29, 2002

Total number of pages including this cover sheet: 4

ASSIGNMENT

WHEREAS, we, Thomas J. Foth and Cornelius S. McNab have invented certain new and useful improvements in a **METHOD FOR RETURNING AND RESELLING MERCHANDISE** identified as File Number **F-568** in the Intellectual Property and Technology Law Department files of the hereinafter-mentioned assignee, said Thomas J. Foth has executed an application for United States Patent based thereon on the 28th day of October, 2002; and said Cornelius S. McNab has executed an application for United States Patent based thereon on the 28th day of October, 2002;

AND WHEREAS, we acknowledge that at the time of the invention, we were under an obligation to convey the entire rights in the invention to the hereinafter-mentioned assignee;

AND WHEREAS, Pitney Bowes Inc., a corporation organized and existing under the laws of the State of Delaware and having its place of business at 1 Elmcroft Road, Stamford, Connecticut, U.S.A., is desirous of acquiring certain rights thereunder.

NOW, THEREFORE, for one dollar and other good and valuable consideration, receipt of all of which is hereby acknowledged, we have agreed to and hereby sell, assign and transfer unto said corporation the entire right, title and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to said invention, said application and any and all patents (including extensions thereof, and all the rights under the International Convention for the Protection of Industrial Property including the right to claim for any foreign patent application the priority date of the corresponding U.S. patent application) of any country, which have been or may be granted on said invention or any part thereof, or on said application or any divisional, continuing, renewal, substitute, reissue or other patent application based in whole or in part thereon, or based upon said invention;

TO BE HELD AND ENJOYED by said corporation, its successors and assigns, to the full ends of the respective terms of which said patents or any of them have been or may be granted, as fully and entirely as the same would have been held and enjoyed by us had no sale and assignment of said interest been made;


AND we do hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America to issue any and all United States patents which may be granted upon said United States application or any of them, or upon said invention or any part thereof, to said corporation;

AND we hereby agree for ourselves and for our heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any divisional, continuing, renewal, substitute, reissue, or other applications for patents of any country, that may be deemed necessary by said corporation

AND we do hereby covenant for ourselves and our legal representatives and agree with said corporation, its successors and assigns, that we have granted no right or license to make, use or sell said invention to anyone except said corporation, that, prior to the execution of this deed, our right, title and interest in said invention had not been otherwise encumbered, and that we have not executed and will not execute any instrument in conflict herewith.

Thomas J. Foth
Thomas J. Foth

10/28/2002
Date


Cornelius S. McNab

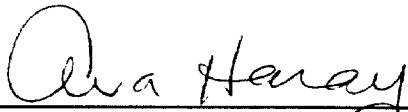
Date 10/28/2002

State of Connecticut)
) ss. Shelton
County of Fairfield)

Ava Heray
NOTARY PUBLIC
Commission Expires : 10/31/05

State of Connecticut)
) ss. Shelton
County of Fairfield)

On this 28th day of October, 2002, personally appeared before me the above-named Cornelius S. McNab to me known and known by me to be the person described in and who executed the foregoing instrument, and subscribed the same in my presence, and acknowledged the same to be his/her free act and deed in and for the purposes set forth in said instrument.



NOTARY PUBLIC
Commission Expires: 10/31/05