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TRADEMARK OFFICE

17302 U.S. PTO  
10/812375



In re patent application of ) Date: March 29, 2004  
MARK N. HARRIS et al. ) Attorney Docket No.: F-780  
Serial No.: Not Yet Assigned ) Customer No.: 00919  
Filed: Concurrently herewith )

Title: **METHOD FOR UPDATING AND PRESERVING DATA WHEN PERFORMING A SOFTWARE UPGRADE**

*3/29/04*

**RECORDATION OF ASSIGNMENT - NEW PATENT APPLICATION**

Mail Stop Patent Application  
Commissioner of Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

*10812378*

Sir:

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

<p>1. Name of conveying party:</p> <p>Mark N. Harris Derek DeGennaro Wesley A. Kirschner George T. Monroe</p>	<p>2. Name of receiving party:</p> <p>Pitney Bowes Inc. 1 Elmcroft Road Stamford, CT 06926-0700</p>
<p>3. Nature of Conveyance: Assignment Execution Date: 3/22/04, 3/23/04, 3/29/04 &amp; 3/22/04</p>	
<p>4. Property Conveyed: This document is being filed together with a new patent application. The execution date of the application is 3/22/04, 3/23/04, 3/29/04 &amp; 3/22/04.</p>	
<p>5. Name and address of party to whom correspondence concerning this document should be mailed:</p> <p>Brian A. Lemm Pitney Bowes Inc. 35 Waterview Drive P.O. Box 3000 Shelton, CT 06484-8000</p>	<p>6. Total Number of Applications: 1</p> <p>7. Total Recordal Fee: \$40.00</p> <p>8. Charge the \$40.00 Fee to Deposit Account No. 16-1885.</p>

9. Statement and Signature

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.

Brian A. Lemm

March 29, 2004

Total number of pages including this cover sheet: 4.

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**PATENT**  
**REEL: 015178 FRAME: 0513**

## ASSIGNMENT

WHEREAS, we, Mark. N. Harris, Derek DeGennaro, Wesley A. Kirschner and George T. Monroe have invented certain new and useful improvements in a **Method For Updating And Preserving Data When Performing A Software Upgrade** identified as File Number F-780 in the Intellectual Property and Technology Law Department files of the hereinafter-mentioned assignee, said Mark, N. Harris has executed an application for United States Patent based thereon on the 22<sup>nd</sup> day of March, 2004 ; and said Derek DeGennaro has executed an application for United States Patent based thereon on the 23<sup>rd</sup> day of March, 2004 ; and said Wesley A. Kirschner has executed an application for United States Patent based thereon on the 29<sup>th</sup> day of March, 2004 ; and said George T. Monroe has executed an application for United States Patent based thereon on the 22<sup>nd</sup> day of March, 2004 ;

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 fully to secure to said corporation, its interest as aforesaid in and to said invention or any part thereof, and in and to said several patents or any of them;



State of Connecticut )  
County of Fairfield ) ss. Shelton

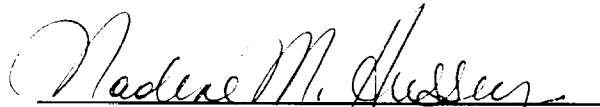
On this 23<sup>rd</sup> day of March, 2004, personally appeared before me the above-named Derek DeGennaro to me known and known by me to be the person described in and who executed the foregoing instrument, and subscribed the same in my presence, and acknowledged the same to be his free act and deed in and for the purposes set forth in said instrument.

  
NOTARY PUBLIC

**Nadene M. Hussey**  
Notary Public  
My Commission Expires  
January 31, 2008

State of Connecticut )  
County of Fairfield ) ss. Shelton

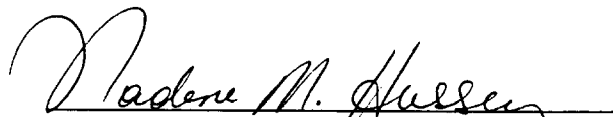
On this 29<sup>th</sup> day of March, 2004, personally appeared before me the above-named Wesley A. Kirschner to me known and known by me to be the person described in and who executed the foregoing instrument, and subscribed the same in my presence, and acknowledged the same to be his free act and deed in and for the purposes set forth in said instrument.

  
NOTARY PUBLIC

**Nadene M. Hussey**  
Notary Public  
My Commission Expires  
January 31, 2008

State of Connecticut )  
County of Fairfield ) ss. Shelton

On this 22<sup>nd</sup> day of March, 2004, personally appeared before me the above-named George T. Monroe 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 free act and deed in and for the purposes set forth in said instrument.

  
NOTARY PUBLIC

**Nadene M. Hussey**  
Notary Public  
My Commission Expires  
January 31, 2008