

Issued: November 5, 2002

Application No.: 09/493,800

First Named Inventor: Asher Gil

Title:

02-10-2006

103175164

) Date: February 1, 2006

) Attorney Docket No.: G-163 C4

) Customer No: 00919

AUTOMATED SELF-SERVICE MAIL PROCESSING AND STORING SYSTEMS

RECORDATION OF ASSIGNMENT - PATENT

Mail Stop Assignment Recordation Services Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

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:

Pi Electronics Corporation

Q0000148 161885 6477514

02/09/2006 DBYRNE

40.00 DA 01 FC:8021

3. Nature of Conveyance: Assignment Execution Date: Dec. 22, 2005

4. Property Conveyed:

Patent Number: 6,477,514

5. Name and address of party to whom correspondence concerning this document should be mailed:

Brian A. Lemm Pitney Bowes Inc. 35 Waterview Drive P.O. Box 3000

Shelton, CT 06484-8000

Name of receiving party:

Pitney Bowes Inc. 1 Elmcroft Road

Stamford, CT 06926-0700

6. Total Number of Applications and Patents:

7. Total Recordal Fee: \$40.00

8. Charge the \$40.00 Fee to Deposit Account No. 16-1885.

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.

February 1, 2006

Total number of pages including this cover sheet: 17

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PATENT REEL: 017537 FRAME: 0393

ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS (this "Assignment"), dated the <u>22</u> day of <u>DECEMBER</u>, 2005, between Pi Electronics Corporation, a Texas corporation ("Assignor"), and Pitney Bowes Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of <u>22</u>.day of <u>DECMBER</u>, 2005, (the "Asset Purchase Agreement"), Assignor has agreed to assign, transfer, convey and deliver to Assignee and Assignee has agreed to acquire from Assignor the Assets (as defined in the Asset Purchase Agreement); and

WHEREAS, Assignor is the owner of all right, title and interest in and to the Assets listed in Annex A attached hereto;

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements contained herein and in the Asset Purchase Agreement and the other Transaction Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

- Assignee, its successors, legal representatives and assigns all right, title and interest in and to all Assets and all continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, extensions and foreign counterparts thereof which are owned by Assignor, including, without limitation, the right to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other) for any past, present or future infringement.
- 2. Assignor warrants that the Assets and Assignor's interest in the Assets is free and clear of any Encumbrances, and that it has full and complete power and authority to sell, transfer and assign such Assets to Assignee.
- 3. Assignor hereby agrees to authorize and request the Commissioner of Patents and Trademarks of the United States of America and the appropriate officers of all other jurisdictions in which any of the Assets are registered or in which an application for registration is pending, to record the title of and issue letters patent to Assignee, its successors, legal representatives and assigns, as owner of all right, title and interest in and to the subject Assets.
- 4. The Assignor agrees that it will execute and deliver or cause to be executed and delivered, to any of the Assignee or its legal representatives, any other or additional releases, documents, certificates, powers or other writings prepared by Assignee, and take all additional actions as may be necessary to transfer the Assets to Assignee, to effectuate and validate this Assignment, to record this Assignment with the United States Patent and Trademark Office and the appropriate agencies and offices of all jurisdictions in which one or more of the Assets is or

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PATENT REEL: 017537 FRAME: 0394 may be registered or in which applications for registration of one or more of the Assets are pending, under the relevant laws of the United States or any other jurisdictions.

5. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the day and year first written above.

Pi Electronics Corporation

Signature

Print Name: 175/1EP 6-1C

Title: CHAIRMAN, PRESINENTS CEO

STATE OF Flocida)
COUNTY OF VOlusia)

ss:

On the Alagorian day of Oecepholo, 2005, before me, a Notary Public duly commissioned, qualified and acting within and for the said County and State, personally came Asher Gil, to me known, who, being by me duly sworn, did depose and say that he is President, Chairman and CEO of Pi Electronics Corp. and is duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of Pi Electronics Corp. and further stated and acknowledged that he has so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned.

CHRISTY TEELE
MY COMMISSION # DD 316222
EXPIRES: May 4, 2008
Bonded Thru Notary Public Underwriters

Notary Public

ANNEX A

to

Assignment of Patents and Patent Applications

- U.S. Patent No. 4,868,757, titled COMPUTERIZED INTEGRATED ELECTRONIC MAILING/ADDRESSING APPARATUS, filed July 9, 1986, issued Sept. 19, 1989.
- U.S. Patent No. 5,586,037, titled AUTOMATED SELF-SERVICE MAIL PROCESSING AND STORING SYSTEMS, filed Aug. 2, 1994, issued Dec. 17, 1996.
- U.S. Patent No. 6,477,514, titled AUTOMATED SELF-SERVICE MAIL PROCESSING AND STORING SYSTEMS, filed Jan. 28, 2000, issued Nov. 5, 2002.
- U.S. Patent Application Serial No. 08/720,927, titled AUTOMATED SELF-SERVICE MAIL PROCESSING AND STORING SYSTEMS, filed October 4, 1996.
- U.S. Patent Application Serial No. 10/289,171, titled AUTOMATED SELF-SERVICE MAIL PROCESSING AND STORING SYSTEMS, filed Nov. 5, 2002.

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RECORDED: 02/08/2006

PATENT REEL: 017537 FRAME: 0396