

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Return Path, Inc	12/12/2008
RECEIVING PARTY DATA	
Name:	FreshAddress, Inc.
Street Address:	36 Crafts Street
City:	Newton
State/Country:	MASSACHUSETTS
Postal Code:	02458
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7080122
CORRESPONDENCE DATA	
Fax Number:	(617)965-4551
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6179654500
Email:	austin@freshaddress.com
Correspondent Name:	Austin Bliss
Address Line 1:	FreshAddress, Inc. 36 Crafts St
Address Line 4:	Newton, MASSACHUSETTS 02458
NAME OF SUBMITTER:	Austin C Bliss
Total Attachments: 3 source=PatentAssignment#page1.tif source=PatentAssignment#page2.tif source=PatentAssignment#page3.tif	

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PATENT
REEL: 022368 FRAME: 0868

**ASSIGNMENT OF
PATENT**

This ASSIGNMENT OF PATENT AGREEMENT (this "Agreement") is dated as of December 12, 2008 by RETURN PATH, INC., a Delaware corporation (the "Assignor") for the benefit of FRESHADDRESS, a Massachusetts corporation (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor and the Assignee have executed and delivered an Asset Purchase Agreement dated as of October 10, 2008 (the "Purchase Agreement") pursuant to which, among other things, the Assignor has agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Assignor, the Acquired Assets (as defined in the Purchase Agreement) and to enter into certain other arrangements; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Assignee and the Assignor desire that all of the Assignor's right, title and interest in and to United States Patent No. 7,080,122 (the "Transferred Patent"), and applications pertaining to the Transferred Patent and any disclosures relating to the Transferred Patent, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof (collectively, the "Patent Rights"), be assigned and transferred to the Assignee as provided in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Assignor agrees as follows:

1. Assignment of Patent Rights.

1.1 Assignment. The Assignor hereby assigns, sells, conveys, delivers and transfers to the Assignee all of its right, title and interest in and to the Transferred Patent and any and all of the Assignor's Patent Rights related thereto, together with the goodwill connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for its own use and benefit, in accordance with the Purchase Agreement, and for the use and benefit of its successors and assigns.

1.2 Further Assurances.

(a) The Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable best efforts to assist the Assignee, at the Assignee's request from time to time (the reasonable cost and expense of which shall be paid by the Assignee unless such action results from a breach of the Purchase Agreement or this Assignment of Patent by the Assignor), to secure the rights assigned hereby and to obtain and/or transfer the Transferred Patent (and applications therefor), and similar governmental grants confirming or enhancing said rights. The Assignor will promptly transfer all files and papers in its possession relating to such applications and registrations to Assignee after the execution of this Assignment of Patent.

(b) This Assignment of Patent is executed in connection with and subject to the terms and conditions of the Purchase Agreement. As between Assignor and Assignee, nothing in this Assignment of Patent shall be deemed to limit or modify any representations, warranties, liabilities, indemnities or other agreements as between Assignor and Assignee as provided for in the Purchase Agreement.

2. Miscellaneous.

2.1 Amendment. No amendment or waiver of any provision of this Assignment of Patent shall be effective unless in writing and executed by the Assignor and the Assignee, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

2.2 Notices. Notices shall be provided to the addresses and in the manner provided in the Purchase Agreement.

2.3 Successors and Assigns. This Assignment of Patent shall inure to the benefit of, and be binding upon and enforceable against, the Assignor and the Assignee and their respective successors and assigns. The Assignee may assign any of its rights hereunder to any lender or financing source and/or in connection with a sale by Assignee or its assigns of all or substantially all of its assets or all or substantially all of the assets relating to the Assignee's business.

2.4 Governing Law. This Assignment of Patent shall be governed by and construed in accordance with the internal substantive laws of the State of New York without giving effect to the principles of conflicts of laws thereof that would require the application of any other law.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Patent to be duly executed as of the date set forth above by its duly authorized representative.

RETURN PATH, INC.,
a Delaware corporation

By: Matthew Y. Blumberg
Name: Matthew Y. Blumberg
Title: CEO

ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS:

Before me a Notary Public in and for said County and State personally appeared Matthew Y. Blumberg as the CEO of RETURN PATH, INC., a Delaware corporation, who acknowledged the execution of the foregoing instrument on behalf of said corporation.

Witness my hand and Notarial Seal this 11th day of DECEMBER, 2008.

My Commission expires:

08/30/2012

Signed: Michael Senz

Printed: Michael Senz

MICHAEL SENZ
NOTARY PUBLIC-STATE OF NEW YORK
NO 01SE6114952
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES AUGUST 30, 2012

Signature Page to Assignment of Patent

PATENT

RECORDED: 03/11/2009

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