# OP \$2715.00 2029198

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM547675

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly Execution Date		Entity Type
PITNEY BOWES INC.	NEY BOWES INC.		Corporation: DELAWARE
Newgistics, Inc.		11/01/2019	Corporation: DELAWARE
Borderfree, Inc.		11/01/2019	Corporation: DELAWARE
Tacit Knowledge, Inc.		11/01/2019	Corporation: CALIFORNIA

# **RECEIVING PARTY DATA**

Name:	JPMORGAN CHASE BANK N.A., AS ADMINISTRATIVE AGENT
Street Address: 4 CHASE METROTECH CENTER	
City:	BROOKLYN
State/Country:	NEW YORK
Postal Code:	11245
Entity Type:	Association: UNITED STATES

**PROPERTY NUMBERS Total: 108** 

Property Type	Number	Word Mark
Registration Number:	2029198	ARRIVAL
Registration Number:	2856867	EASYPERMITPOSTAGE
Registration Number:	2817069	SECAP
Registration Number:	899476	PITNEY BOWES
Registration Number:	1721881	BRYCE
Registration Number:	990825	
Registration Number:	1164869	
Registration Number:	1249531	
Registration Number:	1382043	PITNEY BOWES
Registration Number:	1527875	POSTAGE BY PHONE
Registration Number:	1520831	E-Z SEAL
Registration Number:	1593361	SOFT-GUARD
Registration Number:	2630584	ADDRESSRIGHT
Registration Number:	3510009	WOW
Registration Number:	3518293	WEIGH-ON-THE-WAY
Registration Number:	2402084	DOCUMATCH

Property Type	Number	Word Mark	
Registration Number:	1923472	STREAMWEAVER	
Registration Number:	3041046	DM100	
Registration Number:	2873212	INTELLILINK	
Registration Number:	2828817	UNITED STATES POSTAGE \$00.32 PB1234567 J	
Registration Number:	2884382	FASTPAC	
Registration Number:	2886676	OFFICERIGHT	
Registration Number:	2693398	PITNEY BOWES	
Registration Number:	2713056		
Registration Number:	2785029	I-SEAL	
Registration Number:	3711462	SENDSUITE	
Registration Number:	3753907	SENDSUITE	
Registration Number:	3758974	INVIEW	
Registration Number:	4599772	MAIL & GO	
Registration Number:	4038668	YOUR MAIL STARTS HERE	
Registration Number:	4150491	PBI	
Registration Number:	4321393	EVERY CONNECTION IS A NEW OPPORTUNITY	
Registration Number:	4014823	CONNECT+	
Registration Number:	4020746	PBSMART	
Registration Number:	4281417	INTELLIVIEW	
Registration Number:	5127091	PBSMARTPOSTAGE	
Registration Number:	4115075	TRACKMYMAIL	
Registration Number:	4352681	PBWEBCONNECT	
Registration Number:	4689786	CONNECTRIGHT	
Registration Number:	5048189	PRIMESORT	
Registration Number:	5187516	SENDPRO	
Registration Number:	5277134	CRAFTSMEN OF COMMERCE	
Registration Number:	5277135	CRAFTSMEN OF COMMERCE	
Registration Number:	5277136	CRAFTSMEN OF COMMERCE	
Registration Number:	5032574	PITNEY BOWES PB	
Registration Number:	4846055	PATHWAY	
Registration Number:	5032576	PB	
Registration Number:	5546501	SYNCHRONIZE	
Registration Number:	5424619	MOVEWITHME	
Registration Number:	5424626	SENDSTATION	
Registration Number:	5368548	SENDPRO	
Registration Number:	4984331	PITNEY BOWES PB	
Registration Number:	4924069	PITNEY BOWES PB	
Registration Number:	4994151	PITNEY BOWES PB	

Property Type	Number	Word Mark		
Registration Number:	4984332	PITNEY BOWES PB		
Registration Number:	5105619	PITNEY BOWES PB		
Registration Number:	5069313	PITNEY BOWES PB		
Registration Number:	4969743	PITNEY BOWES PB		
Registration Number:	5105620	РВ		
Registration Number:	4969744	РВ		
Registration Number:	4984333	РВ		
Registration Number:	4989916	RELAY		
Registration Number:	5680926	CRAFTSMEN OF COMMERCE		
Registration Number:	4984335	PB		
Registration Number:	5046659	PITNEY BOWES PB		
Registration Number:	5064900	PB		
Registration Number:	4984334	PB		
Registration Number:	4924072	PB		
Registration Number:	5407858	PB		
Registration Number:	4989914	RELAY		
Registration Number:	5042457	P		
Registration Number:	5418667	ANYWHERE TO EVERYWHERE		
Registration Number:	5323607	FINALIST		
Registration Number:	5545587	PITNEY BOWES PB		
Registration Number:	2776146	NEWGISTICS		
Registration Number:	2961332	INTELLIGENT RETURNS MANAGEMENT		
Registration Number:	5151835	NCOMMERCE		
Registration Number:	3961946	THE GIST BLOG		
Registration Number:	4594048	WHERE END-TO-END E-COMMERCE BEGINS		
Registration Number:	3835105	SMARTLABEL		
Registration Number:	4187601	FLEXSHIP BY NEWGISTICS		
Registration Number:	5662240	SMARTLABEL+		
Registration Number:	4594258	NEWGISTICS		
Registration Number:	4645977	NEWGISTICS SELECT		
Registration Number:	3973524	SMARTCENTER		
Registration Number:	5242727	NCOMMERCE A NEWGISTICS SOLUTION		
Registration Number:	5156942	FROM DEVICE TO DOORSTEP		
Registration Number:	3766924	NEWGISTICS		
Registration Number:	2801048	SMARTLABEL		
Registration Number:	5321817	COMMERCE COMPLETE		
Registration Number:	2806844	BORDERFREE		
Registration Number:	4503207	ВОХНОР		

Property Type Number		Word Mark				
Registration Number: 2748048		E4X				
Registration Number: 4455034		GOING GLOBAL.SIMPLIFIED.				
Registration Number:	4358667	THE WORLD'S BEST STORES DELIVERED DIRECT				
Registration Number:	4455158	YOUR SHOPPING PASSPORT				
Registration Number:	5020164	DUTYCALCULATOR				
Registration Number:	4459193	В				
Registration Number:	4369213	PORT 51				
Registration Number:	5661992	(R)EVOLUTION				
Registration Number:	4480122	TACIT KNOWLEDGE				
Registration Number:	4537299					
Registration Number:	4537300	TRACKING THE PULSE OF DIGITAL COMMERCE				
Registration Number:	4453786	BIGG EYE				
Registration Number:	4480077					
Serial Number:         88426979           Serial Number:         88362923		SENDPRO				
		PSYTE				
Serial Number:	87330109	SMARTCENTER				

### **CORRESPONDENCE DATA**

**Fax Number:** 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 202-370-4756

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC. Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1147774 TM
NAME OF SUBMITTER:	Talia Scott
SIGNATURE:	/Talia Scott/
DATE SIGNED:	11/01/2019

### **Total Attachments: 8**

source=Pitney Bowes Inc. Trademark Coversheet#page3.tif source=Pitney Bowes Inc. Trademark Coversheet#page4.tif source=Pitney Bowes Inc. Trademark Coversheet#page5.tif source=Pitney Bowes Inc. Trademark Coversheet#page6.tif source=Pitney Bowes Inc. Trademark Coversheet#page7.tif source=Pitney Bowes Inc. Trademark Coversheet#page8.tif source=Pitney Bowes Inc. Trademark Coversheet#page9.tif source=Pitney Bowes Inc. Trademark Coversheet#page10.tif

TRADEMARK SECURITY AGREEMENT dated as of November 1, 2019 (this "Agreement"), between Pitney Bowes Inc., Newgistics, Inc., Borderfree, Inc. and Tacit Knowledge, Inc. (each, a "Grantor" and collectively, the "Grantors") and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of November 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and Issuing Banks from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Collateral Agreement dated as of November 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The parties hereto agree as follows:

SECTION 1. *Terms*. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Collateral Agreement, hereby does grant to the Administrative Agent and its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the portion of the Article 9 Collateral constituting the Trademarks listed on Schedule I hereto but excluding any Trademarks that are Excluded Personal Property (excluding, for the avoidance of doubt, any intent-to-use trademark application filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, solely during the period prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act; it being understood that, following such period, such trademark registration or application, as applicable, shall be deemed automatically subject to the security interest granted in the Collateral Agreement and included in the Article 9 Collateral) and subject to the exclusions set forth in Section 4.01(d) of the Collateral Agreement (collectively, the "Trademark Collateral").

SECTION 3. Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Secured Parties in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth

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herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PITNEY BOWES INC.,

as Grantor

Name: Debbie D. Salce

Title: Vice President and Treasurer

NEWGISTICS, INC.,

as Grantor

Name: Debbie D. Salce

Title: Vice President and Treasurer

BORDERFREE, INC.,

as Grantor

Name: Debbie D. Salce

Title: Vice President and Treasurer

TACIT KNOWLEDGE, INC.,

as Grantor

Name: Debbie D. Salce

Title: Vice President and Treasurer

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By:

Name: Gene R. Riego de Dios Title: Executive Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

# SCHEDULE I

# **Trademarks**

# **Trademarks/Trademark Applications**

Registered Owner	Mark	Country	Application	Registration
			Number	Number
Pitney Bowes Inc.	ARRIVAL	US	74/633005	2029198
Pitney Bowes Inc.	EASYPERMITPOSTA	US	78/178069	2856867
Pitney Bowes Inc.	GE	TIC	78/157095	2817069
Pitney Bowes Inc.	Secap PITNEY BOWES	US	72/300862	899476
Pitney Bowes Inc.	BRYCE	US	74/215324	1721881
Pitney Bowes Inc.	CORPORATE	US	72/463333	990825
Fittley bowes file.	DESIGN	US	72/403333	990823
Pitney Bowes Inc.	CORPORATE	US	73/239281	1164869
Titley Bowes me.	DESIGN		757257201	1104007
Pitney Bowes Inc.	CORPORATE	US	73/240768	1249531
	DESIGN			
Pitney Bowes Inc.	PITNEY BOWES	US	73/504028	1382043
Pitney Bowes Inc.	POSTAGE BY	US	73/687439	1527875
-	PHONE			
Pitney Bowes Inc.	E-Z SEAL	US	73/692808	1520831
Pitney Bowes Inc.	SOFT-GUARD	US	73/810919	1593361
Pitney Bowes Inc.	AddressRIGHT	US	76/212288	2630584
Pitney Bowes Inc.	WOW	US	78/811155	3510009
Pitney Bowes Inc.	WEIGH-ON-THE-	US	78/811936	3518293
	WAY			
Pitney Bowes Inc.	DocuMatch	US	75/862744	2402084
Pitney Bowes Inc.	StreamWeaver	US	74/577533	1923472
Pitney Bowes Inc.	DM100	US	78/513758	3041046
Pitney Bowes Inc.	IntelliLink	US	76/394352	2873212
Pitney Bowes Inc.	EAGLE DESIGN	US	76/105897	2828817
Pitney Bowes Inc.	FastPac	US	78/302679	2884382
Pitney Bowes Inc.	OFFICERIGHT	US	78/307489	2886676
Pitney Bowes Inc.	PITNEY BOWES	US	78/095949	2693398
Pitney Bowes Inc.	EAGLE DESIGN	US	76/371605	2713056
Pitney Bowes Inc.	i-Seal & Design	US	78/116288	2785029
Pitney Bowes Inc.	SendSuite	US	77/676075	3711462
Pitney Bowes Inc.	SendSuite	US	77/678681	3753907
Pitney Bowes Inc.	INVIEW	US	77/636149	3758974
Pitney Bowes Inc.	mail & go	US	85/969231	4599772
Pitney Bowes Inc.	your mail starts here	US	85/269562	4038668
Pitney Bowes Inc.	PBI	US	77/732299	4150491
Pitney Bowes Inc.	EVERY	US	85/120571	4321393
	CONNECTION IS A			
Ditage Dames Inc	NEW OPPORTUNITY	TIC	95/075729	4014922
Pitney Bowes Inc.	CONNECT+	US	85/075738	4014823
Pitney Bowes Inc.	pbSmart	US	85/975412	4020746
Pitney Bowes Inc.	IntelliVIEW	US	85/378053	4281417
Pitney Bowes Inc.	PBSMARTPOSTAGE Trook My Moil	US	86/886889 85/438645	5127091 4115075
Pitney Bowes Inc.	TrackMyMail	US	103/438043	[4113073

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Registered Owner	Mark	Country		Registration
			Number	Number
Pitney Bowes Inc.	pbWebConnect	US	85/622058	4352681
Pitney Bowes Inc.	ConnectRight	US	86/142910	4689786
Pitney Bowes Inc.	PRIMESORT	US	86/794533	5048189
Pitney Bowes Inc.	SENDPRO	US	86/828928	5187516
Pitney Bowes Inc.	CRAFTSMEN OF COMMERCE	US	86/835580	5277134
Pitney Bowes Inc.	CRAFTSMEN OF COMMERCE	US	86/835652	5277135
Pitney Bowes Inc.	CRAFTSMEN OF COMMERCE	US	86/835699	5277136
Pitney Bowes Inc.	pitney bowes with Corporate logo (new)	US	86/501630	5032574
Pitney Bowes Inc.	PATHWAY	US	86/612268	4846055
Pitney Bowes Inc.	Corporate logo (new)	US	86/501988	5032576
Pitney Bowes Inc.	SYNCHRONIZE	US	87/138806	5546501
Pitney Bowes Inc.	MoveWithMe	US	87/287485	5424619
Pitney Bowes Inc.	SendStation	US	87/288688	5424626
Pitney Bowes Inc.	SendPro Stamp Design	US	87/424563	5368548
Pitney Bowes Inc.	pitney bowes with	US	86/501789	4984331
Titley Dowes file.	Corporate logo (new)		00/301/07	7,04331
Pitney Bowes Inc.	pitney bowes with	US	86/501822	4924069
Timey bowes me.	Corporate logo (new)		00/301022	1721007
Pitney Bowes Inc.	pitney bowes with Corporate logo (new)	US	86/501861	4994151
Pitney Bowes Inc.	pitney bowes with	US	86/501944	4984332
Fittley bowes file.	Corporate logo (new)	03	00/301344	4904332
Pitney Bowes Inc.	pitney bowes with	US	86/501876	5105619
Titley bowes file.	Corporate logo (new)	03	80/3018/0	3103019
Pitney Bowes Inc.	pitney bowes with	US	86/501723	5069313
Titley bowes file.	Corporate logo (new)		00/301723	3007313
Pitney Bowes Inc.	pitney bowes with	US	86/501749	4969743
Titley Bowes file.	Corporate logo (new)		00/201719	1507715
Pitney Bowes Inc.	Corporate logo (new)	US	86/502049	5105620
Pitney Bowes Inc.	Corporate logo (new)	US	86/502144	4969744
Pitney Bowes Inc.	Corporate logo (new)	US	86/502058	4984333
Pitney Bowes Inc.	RELAY	US	86/598305	4989916
Pitney Bowes Inc.	CRAFTSMEN OF COMMERCE	US	86/835514	5680926
Pitney Bowes Inc.	Corporate logo (new)	US	86/502179	4984335
Pitney Bowes Inc.	pitney bowes with Corporate logo (new)	US	86/684850	5046659
Pitney Bowes Inc.	Corporate logo (new)	US	86/502007	5064900
Pitney Bowes Inc.	Corporate logo (new)	US	86/502123	4984334
Pitney Bowes Inc.	Corporate logo (new)	US	86/502112	4924072
Pitney Bowes Inc.	Corporate logo (new)	US	86/502157	5407858
Pitney Bowes Inc.	RELAY	US	86/597891	4989914
Pitney Bowes Inc.	Corporate logo (new)	US	86/684936	5042457
Pitney Bowes Inc.	ANYWHERE TO	US	86/775072	5418667
	EVERYWHERE			
Pitney Bowes Inc.	FINALIST	US	87/411605	5323607
Pitney Bowes Inc.	pitney bowes with	US	87/761935	5545587

Registered Owner	Mark	Country	<b>k</b>	Registration
			Number	Number
	Corporate logo (new)			
Pitney Bowes Inc.	SENDPRO	US	88/426979	
Pitney Bowes Inc.	PSYTE	US	88/362923	
NEWGISTICS INC.	NEWGISTICS	US	76/115542	2776146
NEWGISTICS INC.	INTELLIGENT RETURNS MANAGEMENT	US	78/309722	2961332
NEWGISTICS INC.	NCOMMERCE	US	86/629963	5151835
NEWGISTICS INC.	THE GIST BLOG	US	85/177683	3961946
NEWGISTICS INC.	WHERE END-TO- END E-COMMERCE BEGINS	US	85/955254	4594048
NEWGISTICS INC.	SMARTLABEL	US	78/280113	3835105
NEWGISTICS INC.	FLEXSHIP BY NEWGISTICS	US	85/274269	4187601
NEWGISTICS INC.	SMARTLABEL+	US	87/452814	5662240
NEWGISTICS INC.	NEWGISTICS	US	86/024119	4594258
NEWGISTICS INC.	NEWGISTICS SELECT	US	85/949071	4645977
NEWGISTICS INC.	SMARTCENTER	US	85/139005	3973524
NEWGISTICS INC.	NCOMMERCE A NEWGISTICS SOLUTION & DESIGN	US	87/050854	5242727
NEWGISTICS INC.	FROM DEVICE TO DOORSTEP	US	86/698634	5156942
NEWGISTICS INC.	NEWGISTICS & DESIGN	US	77/801681	3766924
NEWGISTICS INC.	SMARTLABEL	US	76/384420	2801048
NEWGISTICS INC.	SMARTCENTER	US	87/330109	
Borderfree, Inc.	Commerce Complete	US	87/360109	5321817
Borderfree, Inc.	BORDERFREE	US	75/897641	2806844
Borderfree, Inc.	BOXHOP	US	85/917563	4503207
Borderfree, Inc.	E4X	US	76/230123	2748048
Borderfree, Inc.	GOING GLOBAL. SIMPLIFIED.	US	85/946523	4455034
Borderfree, Inc.	THE WORLD'S BEST STORES DELIVERED DIRECTLY TO YOU	US	85/441784	4358667
Borderfree, Inc.	YOUR SHOPPING PASSPORT	US	86/017195	4455158
Borderfree, Inc.	DUTYCALCULATOR	US	86/596563	5020164
Borderfree, Inc.	B (Stylized)	US	85/945765	4459193
Borderfree, Inc.	PORT 51 and Design	US	85/427388	4369213
Borderfree, Inc.	(R)EVOLUTION	US	87/240696	5661992
Tacit Knowledge Inc.	TACIT KNOWLEDGE	US	85/880216	4480122
Tacit Knowledge Inc.	BIGGEYE LOGO	US	86/090429	4537299
Tacit Knowledge Inc.	TRACKING THE PULSE OF DIGITAL COMMERCE	US	86/090430	4537300
Tacit Knowledge Inc.	BIGG EYE	US	85/859727	4453786

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Registered Owner	Mark	Country	Application Number	Registration Number
Tacit Knowledge Inc.	DESIGN OF	US	85/859728	4480077
	TRIANGLES			

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**RECORDED: 11/01/2019**