

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of July 2, 2018 (this "Agreement"), between Pitney Bowes Inc., a Delaware corporation ("PBI"), Pitney Bowes Global Financial Services LLC, a Delaware limited liability company ("PBGFS"), PB Equipment Management Inc., a Delaware corporation ("PBEM"), PB Worldwide Inc., a Delaware corporation ("PBW"), Pitney Bowes International Holdings, Inc., a Delaware corporation ("PBIH"), Pitney Bowes Software Inc., a Delaware corporation ("PBS", and together with PBI, PBGFS, PBEM, PBW and PBIH, the "Sellers," and each a "Seller"), and DMT Solutions Global Corporation (f/k/a Stark Acquisition Corporation), a Delaware corporation (the "Purchaser").

W I T N E S S E T H:

WHEREAS, PBI and the Purchaser have entered into that certain Asset Purchase Agreement, dated as of April 27, 2018 (as amended, the "Purchase Agreement").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, in the Purchase Agreement, and in the other Transaction Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Capitalized, undefined terms used herein shall have the respective meanings ascribed to them in the Purchase Agreement.

Section 2. Assignment. Each of the Sellers hereby irrevocably, absolutely and unconditionally assigns, transfers, conveys and delivers to the Purchaser, free and clear of all Encumbrances (other than Permitted Encumbrances), all of such Seller's rights, title and interests of every kind, nature and description in, to and under the Transferred Assets owned by it (except for Transferred Assets subject to Deferred Closings and Transferred Assets being transferred pursuant to a Local Transfer Agreement) as of the Closing.

Section 3. Assumption. The Purchaser hereby accepts the sale, assignment, transfer, conveyance and delivery of the Transferred Assets (except for Transferred Assets subject to Deferred Closings and Transferred Assets being transferred pursuant to a Local Transfer Agreement) as of the Closing. The Purchaser hereby irrevocably, absolutely and unconditionally assumes and agrees to pay, honor, discharge and perform in full when due, and shall indemnify and hold each Seller and its Affiliates harmless from, all Assumed Liabilities at and as of the Closing (except for Assumed Liabilities arising from or relating to Transferred Assets (i) subject to Deferred Closings or (ii) being transferred pursuant to a Local Transfer Agreement).

Section 4. No Representations and Warranties. The Sellers do not make any representation or warranty, whether express or implied, herein with respect to the Transferred Assets or the Assumed Liabilities. Nothing contained in this Section 4 shall limit any representation or warranty contained in the Purchase Agreement or the Transaction Documents.

Section 5. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Sellers and the Purchaser and their respective subsidiaries, successors and permitted assigns, and nothing herein is intended or shall be construed to confer upon any Person other than the Sellers and the Purchaser and their respective subsidiaries, successors and permitted assigns any right, remedy or claim under or by reason of this Agreement or any terms hereof.

Section 6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 7. Subject to Purchase Agreement. The scope, nature, and extent of the Transferred Assets and Assumed Liabilities are expressly set forth in the Purchase Agreement. Nothing contained in this Agreement shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This Agreement does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. In the event of any conflict between the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement shall govern and control. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. For the avoidance of doubt, any controversy or claim arising under this Agreement shall be governed solely by, and subject to the terms of, the Purchase Agreement.

Section 8. Governing Law, etc. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Delaware, without giving effect to the conflict of laws rules thereof to the extent that the application of the law of another jurisdiction would be required thereby. Each party hereto hereby irrevocably agrees that any action, suit or other proceeding arising out of or relating to this Agreement or any transaction contemplated hereby shall be brought in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, then any state or federal court within the State of Delaware), and each party hereby submits to the exclusive jurisdiction of such courts in any such suit, action or other proceeding. A final judgment in any such suit, action or other proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or other proceeding arising out of or relating to this Agreement or any transaction contemplated hereby in such courts, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or other proceeding brought in any such court has been brought in an inconvenient forum. Each party further agrees that service of any process, summons, notice or document to such party pursuant to Section 8.1 of the Purchase Agreement, or in such other manner as may be permitted by Law, shall be valid and sufficient service thereof. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN CONNECTION WITH ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING

OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, EXECUTION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT.

Section 9. Further Assurances. Each party hereto shall, and shall cause its respective subsidiaries to, promptly execute, acknowledge and deliver any other assurances or documents or instruments of transfer or assumption reasonably requested by the other parties and necessary for the requesting party to satisfy its obligations hereunder or to obtain the benefits of the transactions contemplated by the Transaction Documents.

Section 10. Amendment, Waiver and Termination. This Agreement, the Purchase Agreement and the Transaction Documents constitute the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes all other understandings and negotiations with respect thereto. This Agreement may not be amended or terminated, and no provision hereof may be waived, except by a writing signed by each of the parties hereto.

Section 11. Construction. The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.


Section 12. Counterparts. This Agreement may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[Signature Pages Follow]


IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement as of the date first above written.

SELLERS


PITNEY BOWES INC.

By: 
Name: Michael Monahan
Title: EVP & Chief Operating Officer

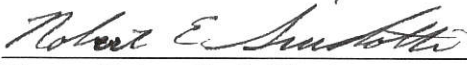
PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC

By: 
Name: Michael Monahan
Title: President

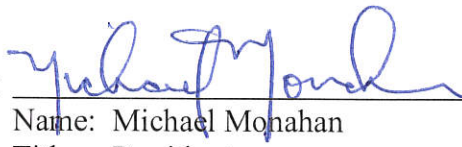
PB EQUIPMENT MANAGEMENT INC.

By: 
Name: Michael Monahan
Title: President


PB WORLDWIDE INC.

By: 
Name: Robert E. Guidotti
Title: President

PITNEY BOWES INTERNATIONAL
HOLDINGS, INC.

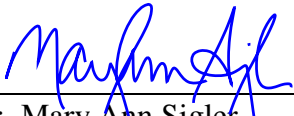
By: 
Name: Michael Monahan
Title: President

PITNEY BOWES SOFTWARE INC.

By: 
Name: Robert E. Guidotti
Title: President

PURCHASER

DMT SOLUTIONS GLOBAL CORPORATION

9 By: 
Name: Mary Ann Sigler
Title: President and Treasurer