

09-15-1999



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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Execution Date
Month Day Year

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

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If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 1)

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City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
PATENT

REEL: 010224 FRAME: 0580

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

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Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Application Number(s) or Patent Number(s) Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
<input type="text" value="07956112"/>	<input type="text" value="08260102"/>	<input type="text" value="08268806"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="08269190"/>	<input type="text" value="08319331"/>	<input type="text" value="08341429"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="08409406"/>	<input type="text" value="29026406"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT

PCT PCT PCT

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

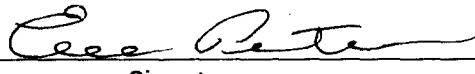
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Erica Peterson 

Name of Person Signing Signature Date

**RELEASE OF SECURITY
INTEREST IN PATENTS**

THIS RELEASE OF SECURITY INTEREST IN PATENTS (the "Release") made as of the 30th day of August, 1999 by THE BANK OF NEW YORK, as Agent, with an office at One Wall Street, New York, NY 10286 (the "Agent").

W I T N E S S E T H:

WHEREAS, Telxon Corporation ("Telxon", or the "Borrowers"), the Lenders from time to time party thereto (the "Lenders"), the Issuer (as defined in the Credit Agreement defined below), the Swing Line Lender (as defined in the Credit Agreement defined below) and the Bank of New York, as Agent for the Lenders, the Issuer and the Swing Line Lender, are party to that certain Credit Agreement, dated as of March 8, 1996, as amended, amended and restated, supplemented or otherwise modified from time to time (the "Credit Agreement");

WHEREAS, the Borrower, Teletransaction, Inc., Penright! Corporation and Meta Holding Corporation (collectively, the "Grantors") entered into a Patent and Trademark Security Agreement dated as of March 26, 1999 (the "Patent and Trademark Security Agreement"), pursuant to which each Grantor assigned, conveyed and transferred unto the Agent, for the ratable benefit of the Lenders, the Issuer and the Swing Line Lender, on the terms and conditions contained in the Patent and Trademark Security Agreement, and as additional security for the Secured Obligations (as defined in the Patent and Trademark Security Agreement), a lien upon all of each Grantor's right, title and interest in, to and under the Patents (as defined in the Patent and Trademark Security Agreement) and under the goodwill of the business symbolized by the Patents, and in, to, and under all assets deriving from and relating to the Patents, including, without limitation, license fees and other payments due thereon or in connection therewith;

WHEREAS, the Patent and Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the "PTO") as Document no. 101055424 in Reel 9929, Frame 0576 on April 13, 1999;

NOW, THEREFORE, in consideration of these premises, the Agent hereby agrees as follows:

1. The Agent hereby re-assigns and releases to each Grantor and terminates all right, title and interest that the Agent has in and to the Patents listed on Schedule A attached hereto (the "Released Patents") and all proceeds of the foregoing; and all general intangibles associated with the foregoing, including without limitation, all goodwill associated in any way with such Released Patents; the right to sue for past, present and future infringements, and all rights corresponding thereto; and all rights relating to any related Patents or Patent applications existing in the past, present or future. The Agent will execute and deliver to each Grantor, in a commercially reasonable

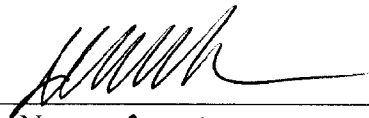
manner, at each Grantor's expense, such additional documents as may be reasonably necessary, which are intended to terminate any interest of the Agent in the Released Patents.

2. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

3. This Release may be executed in two or more counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

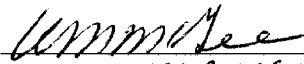
IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

THE BANK OF NEW YORK, as Agent

By: 
Name: ALBERT R TAYLOR
Title: VICE PRESIDENT

**ACCEPTED AND AGREED AS OF
THIS 30th DAY OF AUGUST, 1999**

**TELXON CORPORATION
TELETRANSACTION, INC.
PENRIGHT! CORPORATION
META HOLDING CORPORATION**

By: 
Name: W.M. MCGEE
Title: VP/CFO

SCHEDULE A

TELXON CORPORATION

SERIAL NUMBER	DESCRIPTION
07/956,112	Highly Integrated Electrical Work Slate and a Highly Integrated Electronic Work Slate Unit
08/260,102	Floating Core Shock Absorption
08/268,806	Highly Integrated Electronic Workslate
08/269,190	Configurable Electronic Workslate
08/319,331	Battery Pack and Data Storage Memory
08/341,429	Interactive Display User Interface Computer
08/409,406	Bistable Computer
29/026, 406	Portable Pen-Based Computer