

08-08-2000

54937-117

U.S. Department of Commerce
Patent and Trademark Office
PATENT



101426985

**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
- License
- Merger
- Security Agreement
- Change of Name
- Other **Release of Security Interest**
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) **Union Bank** Execution Date Month Day Year **07/05/2000**
- Name (line 2)

Second Party

- Name (line 1)
- Name (line 2)
- Execution Date Month Day Year

Receiving Party

- Mark if additional names of receiving parties attached
- Name (line 1) **Axiom Transaction Solutions, Inc.**
- Name (line 2)
- Address (line 1) **950 Danby Road**
- Address (line 2)
- Address (line 3) **Ithaca** **New York** **14850**
City State/Country Zip Code
- 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.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

- Name **John G. Bisbikis**
- Address (line 1) **McDermott, Will & Emery**
- Address (line 2) **227 West Monroe**
- Address (line 3) **Chicago, Illinois 60606**
- Address (line 4)

FOR OFFICE USE ONLY

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: 010958 FRAME: 0896

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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)

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:
Deposit Account

Enclosed 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.

John G. Bisbikis

Name of Person Signing

Signature

7/24/2000

Date

**RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY**

Conveying Party(ies)

Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Receiving Party(ies)

Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

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 2)

Address (line 1)

Address (line 2)

Address (line 3) City State/Country Zip Code

Name (line 1)

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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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Patent Number(s)

4185929	4685815	4810110
4478528	4544293	D273868
4755068	D308072	5554840
4886381	D347021	5491327
4735521	4848943	5331003

**RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY**

Conveying Party(ies)

Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
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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)

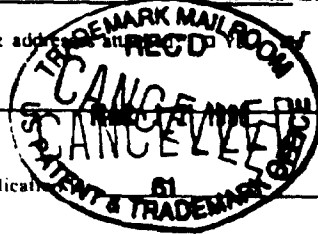
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<input type="text"/>	<input type="text"/>	<input type="text"/>

Patent Number(s)

5204513	4028734	<input type="text"/>
5101097	5092688	<input type="text"/>
4742213	4884904	<input type="text"/>
4598479	5311003	<input type="text"/>
4593328	<input type="text"/>	<input type="text"/>

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies) <u>MFD 3-11-98</u> AXIOM TRANSACTION SOLUTIONS, INC. (CA Corporation)</p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Union Bank of California, N.A., as successor Administrative Agent</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>530 B Street, 4th Floor</u></p> <p>City: <u>San Diego</u> State: <u>California</u> ZIP: <u>92101</u></p> <p>Additional name(s) & address of supplier No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input checked="" type="checkbox"/> Other <u>Global Amendment and Assignment and Acceptance</u></p> <p>Execution Date: <u>October 20, 1997</u></p>	<p>4. Application number(s) or patent number(s)</p> <p>If this document is being filed together with a new application, the execution date of the application is _____</p> <p>A. Patent Application No.(s) _____ see Schedule 6 to Security Agreement</p> <p>B. Patent No.(s) _____ see Schedule 6 to Security Agreement</p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Raymond M. Maiello, Esq.</u></p> <p>Internal Address: <u>Simpson Thacher & Bartlett</u></p> <p>Street Address: <u>425 Lexington Avenue</u></p> <p>City: <u>New York</u> State: <u>New York</u> ZIP: <u>10017</u></p>	<p>6. Total number of applications and patents involved <input type="text" value="8"/></p> <p>7. Total fee (37 CFR 3.41): <u>\$1,520</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attached duplicate copy of this page if paying by deposit account)</p>
<p>DO NOT USE THIS SPACE</p>	
<p>9. Statement and signature</p> <p>I, <u>Raymond M. Maiello, Esq.</u>, declare that the foregoing information is true and correct and any attached copy is a true copy of the original document.</p> <p><u>Raymond M. Maiello, Esq.</u> Name of Person Signing</p> <p><u>[Signature]</u> Signature</p> <p><u>3/11/98</u> Date</p> <p>Total number of pages comprising cover sheet: <input type="text" value="1"/></p>	



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

PATENT
 REEL: 9052 FRAME: 0900

PATENT
 REEL: 010958 FRAME: 0900

CONTINUATION OF ITEM ONE FROM RECORDATION COVER SHEET

1. Name of conveying party(ies):

AXIOHM S.A. (French Corporation)

DARDEL TECHNOLOGIES. S.A. (French Corporation)

AXIOHM INVESTISSEMENTS (French Corporation)

AXIOHM IPB, INC. (DE Corporation)

STADIA COLORADO CORP. (CO Corporation)

PATENT
REEL: 9052 FRAME: 0645

PATENT
REEL: 010958 FRAME: 0901



Release of Security Interest in Intellectual Property

This Release of Security Interest in Intellectual Property (this "Release"), dated as of July 5, 2000, is made by and among Axiohm Transaction Solutions, Inc., a Delaware corporation ("Company"), successor in interest to Axiohm Transaction Solutions, Inc., a California corporation ("Axiohm") and Union Bank of California, N.A. ("Union Bank").

WITNESSETH:

WHEREAS, Axiohm and Union Bank are parties to that certain \$85,000,000 Credit Agreement (the "Credit Agreement") among Axiohm, as Borrower, the several lenders from time to time parties thereto, Lehman Brothers, Inc., as Arranger ("Lehman Bros."), Lehman Commercial Paper, Inc., as Syndication Agent and Administration Agent ("Lehman C.P."), dated as of October 2, 1997 (terms defined in the Credit Agreement being used herein as defined therein), the Guarantee and Collateral Agreement made by Axiohm and certain of its Subsidiaries in favor of Lehman C.P. as Administrative Agent, dated as of October 2, 1997 (the "Collateral Agreement"), and the Global Amendment and Assignment and Acceptance, dated as of October 20, 1997 among (i) Axiohm, the several lenders and other financial institutions party thereto, (ii) Union Bank as successor administrative agent, (iii) Lehman Bros. as Arranger, and (iv) Lehman C.P. as resigning administrative agent and as Syndication Agent and as a Lender (the "Global Amendment").

WHEREAS, pursuant to the Credit Agreement, the Collateral Agreement and the Global Amendment, Union Bank has a security interest in substantially all of the Intellectual Property (the "Intellectual Property"), as listed on Schedule 1, to secure Liabilities under the Credit Agreement;

WHEREAS, on November 8, 1999 (the "Petition Date"), Axiohm and certain of its subsidiaries (collectively, the "Debtors") filed voluntary petitions under Section 301 of the Bankruptcy Code with the Federal Bankruptcy Court of the District of Delaware initiating their Chapter 11 cases;

WHEREAS, the Debtors' first amended plan of reorganization dated February 10, 2000 (the Plan of Reorganization") has been confirmed pursuant to Section 1129 of the Bankruptcy Code;

WHEREAS, Axiohm merged into the Company as of May 31, 2000;

WHEREAS, the Company entered into a new \$85,357,966 Credit Agreement among the Company, the several lenders from time to time parties thereto, Lehman Bros., as Arranger, and Lehman C.P., as Syndication Agent, as of May 31, 2000 (the "New Credit Agreement");

WHEREAS, Lehman C.P. has assumed the role of administrative agent under the New Credit Agreement; and

WHEREAS, in accordance with the Plan of Reorganization and in order to implement the New Credit Agreement, the Company has requested that Union Bank agree to release its lien on the Intellectual Property; and

WHEREAS, Union Bank is willing to release its lien on the Intellectual Property.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which is hereby acknowledged), the parties hereto, intending legally to be bound, hereby agree as follows:

I. RELEASE

1.1. **Release.** Union Bank (i) hereby assigns, transfers, and releases any and all liens and security interests, that were granted to Union Bank pursuant to (a) the Global Amendment (b) the Credit Agreement and (c) the Collateral Agreement, in all of the Intellectual Property now owned or at any time hereafter acquired by the Company, Dardel Technologies, S.A., Axiohm-Investissements, Axiohm IPB, Inc., Stadia Colorado Corp., or Cognitive Solutions, Inc. or in which any such entity now has or at any time in the future may acquire any right, title or interest, and; (ii) acknowledges that Union Bank has no further interest in the Intellectual Property.

II. GENERAL

2.1 **Purpose.** The foregoing release is a general release.

2.2 **Governing Law.** This Release shall be a contract made under and governed by the internal laws of the State of Delaware, without giving effect to principles of conflicts of laws.

2.3 **Successors and Assigns.** This Release shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No third party beneficiaries are intended in connection with this Release.

2.4 **Counterparts.** This Release may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

2.5 **Entire Agreement.** This Release contains the entire agreement of the parties hereto with reference to the matters discussed herein. This Release supersedes all prior drafts and communications with respect thereto.

IN WITNESS WHEREOF, the undersigned have executed this Release as of
July 5, 2000.

UNION BANK OF CALIFORNIA, N.A.

By: Bette J. McCole
Name: Bette J. McCole
Title: Vice President

AXIOHM TRANSACTION SOLUTIONS, INC.

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the undersigned have executed this Release as of
July 5, 2000.

UNION BANK OF CALIFORNIA, N.A.

By: _____

Name: _____

Title: _____

AXIOHM TRANSACTION SOLUTIONS, INC.

By: John W. Carty

Name: John W. Carty

Its: VP + Corporate Controller

SCHEDULE A
INTELLECTUAL PROPERTY

Please see attached.

Schedule 6

Copyrights and Copyright Licenses
Patent and Patent Licenses
Trademarks and Trademark Licenses

1. See Attachment 6(a) for information regarding the registration of the Axiohm trademark in the United States.
2. See Attachment 6(b) for information regarding certain foreign Intellectual Property held by the Borrower and its Subsidiaries.
3. See Attachment 6(c) for information regarding US Intellectual Property held by the Borrower and its Subsidiaries.
4. See Attachment 6(d) for a listing of certain additional patents and patent applications held by the Borrower and its Subsidiaries.
5. Axiohm-IPB is a party to a license agreement with Gilbarco, Inc., dated May 8, 1996, pursuant to which Gilbarco has granted Axiohm-IPB a license with respect to a patent owned by Gilbarco.
6. On June 17, 1997, Axiohm, S.A. filed a complaint in the Central District of California alleging infringement of Axiohm S.A.'s U.S. Patent No. 5,579,043 by Seiko Epson Corporation and Epson America Inc. The complaint has not been formally served upon Seiko Epson or Seiko America. Settlement discussions have taken place and in that context Seiko Epson has alleged validity defenses to the complaint and potential counterclaims based on their own patent portfolio.
7. In August 1992, the Borrower filed a complaint in the Northern District of California alleging infringement of the Borrower's U.S. Patent No. 5,115,493 by Synergystex International, Inc. ("Synergystex") and seeking injunctive relief and unspecified damages. Synergystex subsequently asserted a counterclaim against the Borrower alleging that U.S. Patent No. 5,115,493 is invalid, unenforceable and not infringed. In August 1996, the District Court granted a Motion for Summary Judgment, finding on its own motion that the Borrower's patent was invalid for improper payment of a small entity fee and entered a judgment dismissing the Borrower's complaint. In November 1996, the Borrower appealed the District Court's judgment to the Federal Circuit Court of Appeals. The Circuit Court has stayed the appeal.

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PATENT
REEL: 9052 FRAME: 0646

PATENT
REEL: 010958 FRAME: 0907

Trademark

1 - AXIOHM trademark seems no. to be registered in USA.

In 1992 AXIOHM has applied for registration and is now in competition with three companies.

- Via Systems Incorporated - 665 south Pointe court - suite 100 - Colorado Springs - COLORADO - 80906 - which is the owner of United States Trademark Registration 1, 811, 458 issued December 14, 1993 for the mark AXIOM covering goods described as a « computer software and instruction manuals sold as a unit, for use in developing the graphical user interface position of software developed only for use in a PICK or PICK LIKE database environment » in international class 9 and claiming first use and first interstate use to March 1992.

AXIOHM and Via Systems have signed an agreement stated that Via shall prepare and execute a Consent to Register document for filing in the United States Patent and Trademark Office (PTO) and setting forth Via's reason why the mark AXIOHM in United is not considered by Via to be confusingly similar to Via's mark AXIOM in order to encourage the PTO to remove the Via registration as a reference against AXIOHM's application.

It is understood that AXIOHM at the same time does not accept Via's contention that the Via mark AXIOM is not confusingly similar to the mark AXIOHM.

If AXIOHM's application issues as a United States trademark registration, Via shall not file any cancellation action against such registration.

In the event the PTO rejects the consent to register document AXIOHM, at its sole discretion, may discontinue and resume the cancellation action.

It is agreed that AXIOHM shall have the unconditional right to remove the suspension on its own motion and for any reason reopen the cancellation action at any time.

- Numerical Algorithms Group limited - Winkinson House - Jordan Hill - Road Oxford - United Kingdom which is the owner of the trademark AXIOM - 74, 230, 293, filed on December 13, 1991.

- Lightning Development Corporation - 2800 West Bayshore Paolo Alto - CALIFORNIA 93303 - which is the owner of the trademark AXIOM - 74, 262, 725, filed on April 6, 1992.

AXIOHM shall be commencing opposition or cancellation actions against both of the two additional pending trademark applications.

In any case, AXIOHM can still use its AXIOHM trademark on the basis of a first use on 21 July 1988.

2 - AXIOHM has filed a notice of opposition against AXIOM Technology Incorporation - 13791 Roswell Avenue, suite D, Chino - CALIFORNIA 91710.

PATENT
REEL: 9052 FRAME: 0647

PATENT
REEL: 010958 FRAME: 0908

488(6)

MARQUES AXIOMM

NOM DE LA MARQUE	DATE DE L'ENREGISTREMENT DU DEPOT	N° DE L'ENREGISTREMENT	DATE DE L'ENREGISTREMENT DU RENOUVELLEMENT	N° DE L'ENREGISTREMENT DU RENOUVELLEMENT	LIEU DU DEPOT	DATE DU RENOUVELLEMENT	CLASSES	NOM DU TITULAIRE	REFERENCE BOITTOIR
AGRAPHIL	03.01.1981	1 135 203	16.11.1990	1 631 411	FRANCE	16/11/2000	9	AXIOMM	OE 307
	26.07.1982	1 713 903	23.12.1991	1 713 903	FRANCE	23/12/2001	9 m 42	AXIOMM (I)	OE 46
	07.04.1983	1 043 332	07.04.1997	1 043 332	ALLEMAGNE	07/04/2002	9 m 42	AXIOMM (II)	1E 946
SIBIELL	08.12.1994	M/248 264	.	.	FRANCE	08/12/2004	9 (2)	AXIOMM	4E 1720
	23.10.1995	643 816	.	.	ALLEMAGNE	23/10/2013	9	AXIOMM	4E 1724
	23.10.1995	643 816	.	.	ITALIE	23/10/2013	9	AXIOMM	4E 1724
AXIOMMATIC	En cours d'enregistrement aux USA				USA		9	AXIOMM DB	Carte pri le Cabinet Williams & Lyng
	01.08.1989	1 731 831	01.08.1989	1 731 831	FRANCE	01.08.1999	9 m 16	AXIOMM	9D 101
	07.07.1990	1 573 611	02.07.1990	1 573 611	FRANCE	02.07.2000	9	AXIOMM	OE 31
PAPER LOADING	En cours d'enregistrement aux USA				USA		9	AXIOMM DB	Carte pri le Cabinet Williams & Lyng

Les marques de cession de marque de 11 Mars 1998 ont été cédées par DT et AX cessionnaire aux Impôts le 13 Avril 1998
 Les marques de cession de 1 UNFI en date du 10 Mars 1998 ont été cédées par DT et AX cessionnaire aux Impôts le 13 Avril 1998
 La cession particulière de 8 octobre 1998 n° 207 < 17

MARQUE "AXIOMH"

CONTINENT	PAYS	DATE DU DEPOSIT	N° DU DEPOSIT	DATE DE L'ENREGISTREMENT	N° DE L'ENREGISTREMENT	DATE DU PROCHAIN RENOUVELLEMENT	CLASSES	NOM DU TITULAIRE	ADRESSE POSTALE
AFRIQUE	Afrique du sud	07.01.1997	97/0 319	en cours			9	AXIOMH	CE 130
	Chine (République populaire)	20.01.1997	97 000 419				9	AXIOMH	CE 130
	Corée du Sud	13.09.1994	1994/2 060	07.01.1994	330 719	07.01.2004	19	AXIOMH	CE 134
ASIE	Japon	13.09.1994	6 97 341	23.04.1997	3 391 317	23.04.2007	9	AXIOMH	CE 135
	Singapour	09.09.1994	94/7 842	en cours			9	AXIOMH	CE 138
	Taiwan (Formose)	16.09.1994	83 018 418	16.08.1993	487 134	16.08.2003	9	AXIOMH	CE 137
	Australie	31.12.1994	724 876	en cours			9	AXIOMH	CE 136
EUROPE	Allemagne	17.04.1988	330 331			17.04.2008	9 et 16	AXIOMH	9D 315
	Autriche	17.04.1988	330 333			17.04.2004	9 et 16	AXIOMH	9D 315
	Espagne	17.04.1988	330 333			17.04.2004	9	AXIOMH	9D 315
	France	18.07.1988	907 483	18.07.1988	1 444 130	18.07.2008	9 et 16	AXIOMH	1D 1090
	International	17.04.1988	330 333			17.04.2008	9 et 16	AXIOMH	9D 315
	Pologne (Pologne)	17.04.1988	330 333			17.04.1998	9 et 16	AXIOMH	9D 315
	Roumanie	17.04.1988	330 333			17.04.2008	9 et 16	AXIOMH	9D 315
	Suisse	17.04.1988	330 333			17.04.2008	9 et 16	AXIOMH	9D 315
	Union européenne	en cours	429 449				9 et 16	AXIOMH	9E 118
	AMERIQUE	USA	24.04.1997	747244 760			Cité par le Cabinet Moore & Hinshaw	9	AXIOMH Inc
Canada		21.01.1997	834 907	en cours				AXIOMH	9E 134
Brazil		en cours						AXIOMH	9E 130

* Suite à la cession de la marque AXIOMH de Durel Technologie à Adoban le 11 Mars 1996 enregistré aux Impôts le 12 Avril 1996. Enregistrement de la cession à l'INPI ce jour du 10 mai 1996 sous le n° 201016

04/06/97

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BREVETS AXIOMI

NUMERO	DATE DE BREVET	N° D'OFF	DATE DE BREVET	N° DE BREVET	OBJET DU BREVET	LEGE	DATE DE BREVET
CA 1111111	1970	111111	1970	111111	Improvement of the method of determining the position of a point in space	USA	1970
CA 1111112	1970	111112	1970	111112	Method of determining the position of a point in space	USA	1970
CA 1111113	1970	111113	1970	111113	Method of determining the position of a point in space	USA	1970
CA 1111114	1970	111114	1970	111114	Method of determining the position of a point in space	USA	1970
CA 1111115	1970	111115	1970	111115	Method of determining the position of a point in space	USA	1970
CA 1111116	1970	111116	1970	111116	Method of determining the position of a point in space	USA	1970
CA 1111117	1970	111117	1970	111117	Method of determining the position of a point in space	USA	1970
CA 1111118	1970	111118	1970	111118	Method of determining the position of a point in space	USA	1970
CA 1111119	1970	111119	1970	111119	Method of determining the position of a point in space	USA	1970
CA 1111120	1970	111120	1970	111120	Method of determining the position of a point in space	USA	1970
CA 1111121	1970	111121	1970	111121	Method of determining the position of a point in space	USA	1970
CA 1111122	1970	111122	1970	111122	Method of determining the position of a point in space	USA	1970
CA 1111123	1970	111123	1970	111123	Method of determining the position of a point in space	USA	1970
CA 1111124	1970	111124	1970	111124	Method of determining the position of a point in space	USA	1970
CA 1111125	1970	111125	1970	111125	Method of determining the position of a point in space	USA	1970
CA 1111126	1970	111126	1970	111126	Method of determining the position of a point in space	USA	1970
CA 1111127	1970	111127	1970	111127	Method of determining the position of a point in space	USA	1970
CA 1111128	1970	111128	1970	111128	Method of determining the position of a point in space	USA	1970
CA 1111129	1970	111129	1970	111129	Method of determining the position of a point in space	USA	1970
CA 1111130	1970	111130	1970	111130	Method of determining the position of a point in space	USA	1970

111. Les brevets ci-dessus ont été déposés en vertu de l'article 11 de la Loi sur le droit de brevet. Les brevets ci-dessus ont été déposés en vertu de l'article 11 de la Loi sur le droit de brevet. Les brevets ci-dessus ont été déposés en vertu de l'article 11 de la Loi sur le droit de brevet.

ROBERT S. SALZMAN
ATTORNEY AT LAW

MARK LEVY
ATTORNEY AT LAW

DAVID L. BANASE
ATTORNEY AT LAW

OF COUNSEL:

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AXIOM INTELLECTUAL PROPERTY STATUS
MAY 27, 1997

<u>TITLE</u>	<u>INVENTOR(S)</u>	<u>STATUS</u>
<u>Copyrights</u>		
Printer Fonts	David Warner	Filed on 6-21-97; pending.
<u>Trademarks</u>		
Clamshell		Filed on 6-21-96; pending.
1-2-3 Paper Loading		Filed on 6-21-96; pending.
It's Axiomatic		Filed on 6-24-96; pending.
<u>Patents</u>		
AXI-101 Method and Apparatus Improving Readhead Performance	John Mitchell	Filed on 1-31-96; allow
AXI-107 Cutting Mechanism for Receipt Printer	Alan R. Walker	Filed on 5-23-96; pendi
AXI-108 Automatic Journal Loading Assembly	Barry E. Passer Michael Smith Robert Delaney	Filed on 3-18-96. Issue 3-25-97. Patent 5,613,71 5,613,787
AXI-108C Automatic Journal Loading Assembly	Barry E. Passer Michael Smith Robert Delaney	Filed on 8-28-96; pendi
AXI-109 Apparatus for Receipt Printing Having Shared Tray With Check Validation	Barry E. Passer	Filed on 1-31-96; allow

TRADEMARKS ●

PATENTS ●

COPYRIGHTS

PATENT
REEL: 9052 FRAME: 0651

PATENT
REEL: 010958 FRAME: 0912

AXI-110 Ball-Actuated Microswitch	Michael J. Smith	Filed on 8-29-96; pend
AXI-111 Low-Paper Sensing Apparatus	Michael John Smith Kathleen Maginnity	Filed on 7-5-96; pend
AXI-115 Flexible, Detented Axle	Scott Longrod	Filed on 3-10-97; pend
AXI-201 A Thermal Printer Designed to be Associated with a Terminal for a Data Processing Installation	Bernard Patry	Filed on 2-10-97; pend
AXI-251 Temperature Sensing of Heater Points in Thermal Print Heads by Resistive Layer Beneath The Heating Points	Claude Morelle Bernard Mouchet	Filed on 5-20-91. Issued 3-23-93. Patent 5,196,1 5,196,865
AXI-252 Device For Registering the Operations of a Thermal Transfer Printer	Bernard Patry	Filed on 6-16-93. Issued 10-11-94. Patent 5,354,1 5,354,134
AXI-253 Thermal Print Head With Regulation of The Amount of Energy applied to its Heating Points	Bernard Patry	Filed on 6-2 93. Issued 8-29-95. Patent 5,446,47 5,446,475
AXI-254 Device for Reading the Printing Done by a Transfer Thermal Printer	Bernard Patry	Filed on 11-23-94. Issue 11-28-95. Patent 5,471,2 5,471,235
AXI-256 An Operable Thermal Printer	Bernard Patry	Filed 10/31/94. Issued 11-26-96. Patent 5,579,0. 5,579,04
AXI-5794 Check-Reading Machine	James DelSignore Andrew B. Nye John G. Mitchell Kathleen Maginnity	Pending? AT&T has responsibility
AXI-6691 Self-Adjusting Sensing System for Financial and Retail Printers	James DelSignore Andrew B. Nye	Filed 10-25-95; pending? AT&T has responsibility
AXI-6692 Security System for Unattended Printing Mechanism	James DelSignore Andrew B. Nye Hillis L. Wilson	Pending? AT&T has responsibility

Attachment 6(d)

Patents and Patent Applications

US 1 US Patent No. 4,230,038 issued 10/28/80 for
MATRIX PRINT HEAD ASSEMBLY
Status: Expires 10/28/97

Corresponding Foreign Patents and/or Applications:

F Pat 1 French Patent No. 78 18874 issued 12/5/83 (Application
Serial No. 7,818,874 filed 6/23/78)
Status: Expires 6/23/98. Annual Taxes Due 6/30

F Pat 2 West German Patent No. 28277396 issued 9/25/86
(Application No. P 2827739.6 filed 6/22/78)
Status: Expires 6/23/98 - Annual Taxes Due 6/23.

F Pat 3 Great Britain Patent No. 2000084 granted 1/13/82
Status: Expires 6/15/98. Annual Taxes Due 6/15

F Pat 4 Italian Patent No. 1105421 granted 11/4/85 (Application No.
49998A/78 filed 6/22/78).
Status: Expires 6/22/98. Annual Taxes Due 6/22

F Pat 5 Japanese Patent No. 1213048 issued 6/27/84 (Application No.
76314/78 filed 5/23/78)
Status: Expires 6/23/98. Annual Taxes Due 10/8

US 2 US Patent No. 4,230,412 issued 10/29/80 for
MATRIX PRINT HEAD ASSEMBLY
Status: Expires 3/17/98

US 3 US Patent No. 4,185,929 issued 1/29/80 for
WIRE MATRIX PRINT HEAD ASSEMBLY
Status: Expires 3/10/98

Corresponding Foreign Patents and/or Applications to US 2 and US 3:

F Pat 6 French Patent No. 7906292 issued 8/3/97 (Application No.
7906292 filed 3/12/79)
Status: Abandoned 1/8/93

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PATENT
REEL: 9052 FRAME: 0653

PATENT
REEL: 010958 FRAME: 0914

F Pat 7 West German Patent No. P 29095521 issued 8/13/87
(Application No. P 2909552.1 filed 3/10/79)
Status: Abandoned 1/8/93

F Pat 7A West German Divisional Patent No. P29541411 issued 8/6/87
(Application No. P 2954141.1 filed 3/10/79)
Status: Abandoned 1/8/93

F Pat 8 Italian Patent No. 1115083 granted 2/3/86 (Application No.
48312A/79 filed 3/12/79)
Status: Abandoned 1/8/93

F Pat 9 Japanese Patent No. 186652 issued 8/26/94 (Application No.
0500559/79 filed 3/9/79.
Status: Expires 3/9/99

F Pat 9(a) Japanese Divisional Application No. 269660/90 filed 3/9/79
Status: Abandoned 8/24/92

F Pat 10 United Kingdom Patent No. 2,015,931 granted 9/8/92.
Status: Abandoned 1/8/93

F Pat 10A United Kingdom Divisional Patent No. 2,075,427 granted
9/29/82.
Status: Abandoned 1/8/93

US 4 US Patent No. 4,478,528 issued 10/23/84 (Serial No. 078,289 filed 9/24/79) for
WIRE MATRIX PRINT HEAD ASSEMBLY
Status: Expires 10/23/01

Corresponding Foreign Patents and/or Applications:

F Pat II EPO Patent No. 26623 issued 1/17/88 (Application No.
80303318.2 filed 9/22/80)
Status: Completed 9/9/87
Expires 9/22/2000

F Pat I 1.1 France

F Pat II. 2 Italy

F Pat 11.3 West Germany Pat. 3072061.7

F Pat 11.4 United Kingdom

Abandoned May, 1994

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PATENT
REEL: 9052 FRAME: 0654

PATENT
REEL: 010958 FRAME: 0915

F Pat II (a) EPO Patent Being Opposed by Mannesmann - Opposition
File Opposition Settled/Dropped February, 1990

F Pat 12 PCT (Designating Japan) Patent No. 1593426 issued 12/14/90
(Application No. 502518/90 filed 9/19/90)
Status: Expires 9/19/00

US 5 US Patent Application Serial No. 592,400 filed 3/22/84 for HIGH SPEED WIRE
PRINT HEAD WITH WIRE PRINT POSITION SHIFT APPARATUS (Ruby
Shifter) of Donald G. Hebert. (See Falk US 5(a)). ABANDONED 2/2/86

US 5(a) CIP Patent No. 4,640,633 issued 2/3/97 (Application Serial No. 710,633 filed
3/15/85 for HIGH SPEED WIRE PRINT HEAD WITH WIRE PRINT POSITION
SHIFT APPARATUS of Donald G. Hebert

Corresponding Foreign Patent:

F Pat 13 Canadian Patent No. 1,235,946 issued 5/3/88 (Application
No. 477156 filed 3/21/85)
Status: Expires 5/3/05

F Pat 14 Taiwan Patent No. UM-40253 issued 8/6/88 (Application No.
74101252 filed 3/26/85) (Converted to Utility Model SN 76-
206585)
Status: Expires 3/26/97

F Pat 15 PCT (Designating Australia, EPO & Japan)
Application No. PCT/US85/00466] filed 3/19/85
Status: Completed 11/4/85

F Pat 15.1 Australia Patent No. 583819 issued 9/1/89 (designated country
of PCT) (Application No. 41132/85 filed 3/19/85)
Status: Expires 3/19/01

F Pat 15.2 EPO (designated country of PCT) Patent No. 175763 issued
10/10/90 (Application No. 85901793.1 filed 3/19/85)
Status: Expires 3/19/05

Completion of EPO Application in following designated countries:

- F Pat 15.2.1 Austria EPO 175763
- F Pat 15.2.2 Belgium EPO 175763
- F Pat 15.2.3 France EPO 175763
- F Pat 15.2.4 Germany 3580082.8-08
- F Pat 15.2.5 Netherlands EPO 175763

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PATENT
REF: 9052 FRAME: 0655

PATENT
REEL: 010958 FRAME: 0916

Attachment 6(d)

1 Patents and Patent Applications

US 1 US Patent No. 4,230,038 issued 10/28/80 for
MATRIX PRINT HEAD ASSEMBLY
Status: Expires 10/28/97

Corresponding Foreign Patents and/or Applications:

F Pat 1 French Patent No. 78 18874 issued 12/5/83 (Application
Serial No. 7,818,874 filed 6/23/78)
Status: Expires 6/23/98. Annual Taxes Due 6/30

F Pat 2 West German Patent No. 28277396 issued 9/25/86
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Status: Expires 6/23/98 - Annual Taxes Due 6/23.

F Pat 3 Great Britain Patent No. 2000084 granted 1/13/82
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F Pat 4 Italian Patent No. 1105421 granted 11/4/85 (Application No.
49998A/78 filed 6/22/78).
Status: Expires 6/22/98. Annual Taxes Due 6/22

F Pat 5 Japanese Patent No. 1213048 issued 6/27/84 (Application No.
76314 78 filed 6/23/78)
Status: Expires 6/23/98. Annual Taxes Due 10/8

US 2 US Patent No. 4,250,412 issued 10/29/80 for
MATRIX PRINT HEAD ASSEMBLY
Status: Expires 3/17/98

US 3 US Patent No. 4,185,929 issued 1/29/80 for
WIRE MATRIX PRINT HEAD ASSEMBLY
Status: Expires 3/10/98

Corresponding Foreign Patents and/or Applications to US 2 and US 3:

F Pat 6 French Patent No. 7906292 issued 8/3/97 (Application No.
7906292 filed 3/12/79)
Status: Abandoned 1/8/93

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PATENT
REEL: 9052 FRAME: 0656

PATENT
REEL: 010958 FRAME: 0917

- F Pat 7 West German Patent No. P 29095521 issued 8/13/87
(Application No. P 2909552.1 filed 3/10/79)
Status: Abandoned 1/8/93
- F Pat 7A West German Divisional Patent No. P29541411 issued 8/6/87
(Application No. P 2954141.1 filed 3/10/79)
Status: Abandoned 1/8/93
- F Pat 8 Italian Patent No. 1115083 granted 2/3/86 (Application No.
48312A/79 filed 3/12/79).
Status: Abandoned 1/8/93
- F Pat 9 Japanese Patent No. 186652 issued 8/26/94 (Application No
0500559/79 filed 3/9/79.
Status: Expires 3/9/99
- F Pat 9(a) Japanese Divisional Application No. 269660/90 filed 3/9/79
Status: Abandoned 8/24/92
- F Pat 10 United Kingdom Patent No. 2,015,931 granted 9/8/92.
Status: Abandoned 1/8/93
- F Pat 10A United Kingdom Divisional Patent No. 2,075,427 granted
9/29/82.
Status: Abandoned 1/8/93

U S 4 US Patent No. 4,478,528 issued 10/23/84 (Serial No. 078,289 filed 9/24/79) for
WIRE MATRIX PRINT HEAD ASSEMBLY
Status: Expires 10/23/01

Corresponding Foreign Patents and/or Applications:

- F Pat II EPO Patent No. 26623 issued 1/17/88 (Application No.
80303318.2 filed 9/22/80)
Status: Completed 9/9/87
Expires 9/22/2000
- F Pat I 1.1 France
- F Pat II. 2 Italy
- F Pat 11.3 West Germany Pat. 3072061.7
- F Pat 11.4 United Kingdom
- Abandoned May, 1994

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PATENT
REEL: 9052 FRAME: 0657

PATENT
REEL: 010958 FRAME: 0918

F Pat II (a) EPO Patent Being Opposed by Mannesmann - Opposition
File Opposition Settled/Dropped February, 1990

F Pat 12 PCT (Designating Japan) Patent No. 1593426 issued 12/14/90
(Application No. 502518/90 filed 9/19/90)
Status: Expires 9/19/00

US 5 US Patent Application Serial No. 592,400 filed 3/22/84 for HIGH SPEED WIRE
PRINT HEAD WITH WIRE PRINT POSITION SHIFT APPARATUS (Ruby
Shifter) of Donald G. Hebert. (See Falk US 5(a)). ABANDONED 2/2/86

US 5(a) CIP Patent No. 4,640,633 issued 2/3/97 (Application Serial No. 710,633 filed
3/15/85 for HIGH SPEED WIRE PRINT HEAD WITH WIRE PRINT POSITION
SHIFT APPARATUS of Donald G. Hebert

Corresponding Foreign Patent:

F Pat 13 Canadian Patent No. 1,235,946 issued 5/3/88 (Application
No. 477156 filed 3/21/85)
Status: Expires 5/3/05

F Pat 14 Taiwan Patent No. UM-40253 issued 8/6/88 (Application No.
74101252 filed 3/26/85) (Converted to Utility Model SN 76-
206585)
Status: Expires 3/26/97

F Pat 15 PCT (Designating Australia, EPO & Japan)
Application No. PCTIUS85/00466] filed 3/19/85
Status: Completed 11/4/85

F Pat 15.1 Australia Patent No. 583819 issued 9/1/89 (designated country
of PCT) (Application No. 41132/85 filed 3/19/85)
Status: Expires 3/19/01

F Pat 15.2 EPO (designated country of PCT) Patent No. 175763 issued
10/10/90 (Application No. 85901793.1 filed 3/19/85)
Status: Expires 3/19/05

Completion of EPO Application in following designated countries:

- F Pat 15.2.1 Austria EPO 175763
- F Pat 15.2.2 Belgium EPO 175763
- F Pat 15.2.3 France EPO 175763
- F Pat 15.2.4 Germany 3580082.8-08
- F Pat 15.2.5 Netherlands EPO 175763

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PATENT
REEL: 9052 FRAME: 0658

PATENT
REEL: 010958 FRAME: 0919

US 8 F Pat 18.1 Australia Patent No. 626.873 issued 1/12/93 (Application No. 35767/89 filed 5/2/89)

Status: Expires 5/2/2005

US 8 F Pat 18.2 Brazil Patent No. 8907403-3 issued 8/30/94 (Application No. P18907403 filed 5/2/89)

Status: Expires 5/2/04 - Annual tax due 5/2

US 8 F Pat 18.3 EPO Patent No. 418268 issued 10/26/84 (Application No. 89905926.5 filed 5/2/89)

Status: Expires 5/2/09

EPO F Pat 18.3 completed in the following countries:

- US 8 F Pat 18.3.1 - French Patent No. 418268
 - US 8 F Pat 18.3.2 - German Patent No. 68919083.2-08
 - US 8 F Pat 18.3.3 - U.K. Patent No. 418268
- Expires 5/2/09

US 16 F Pat 18. Japan Application No. 505957/89 filed 5/2/99
Status: Requested examination 11/21/95

US 9 United States Patent Application. Serial No. 541,820 for
CONTINUOUS LASER PRINTER CONTROLLER

US 10 US Patent No. 4,735,521 issued 1/6/88 for
DRIVE APPARATUS FOR PRR41TR MECHANISM
Status: Expires 1/6/08

US 11 US Patent No. 4,810,110 issued 3/7/89 for
FORM THICKNESS COMPENSATOR
Status: Expires 3/7/06

Corresponding Foreign Patents and/or Applications to US 21:

F Pat 16 Great Britain Patent No. 2210330 granted 1/6/88
Status: Expires 1/6/08

US 12 United States Patent Application filed 10/18/96
VICTOR PRINTER

US 13 US Patent No. 4,884,904 issued 12/05/89 for
BAR CODE PRINTER
Status: Expires 12/05/06

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PATENT
REEL: 9052 FRAME: 0660

PATENT
REEL: 010958 FRAME: 0921

- US 14 US Patent No. 4,685,815 issued 8/11/87 for
PRINTING APPARATUS
Status: Expires 8/11/04
- US 15 United States Patent Application filed 10/4/96 for
TRANSACTION PRINTER
- US 16 United States Patent Application filed 9/16/96 for
TRANSACTION PRINTER
- US 17 US Patent No. 4,544,293 issued 10/1/85 for
PRINTER APP & CUTTING MECHANISM
Status: Expires 10/1/02
- US 18 United States Patent Application filed 2/23/95 for
OPTICAL WELL COMMUNICATIONS PORT
- US 19 US Patent No. D308072 issued 5/22/90 for
PRINTER MECHANISM (DESIGN)
Status: Expires 5/22/04
- US 20 US Patent No. D347021 issued 5/17/94 for
THERMAL TRANSFER PRINTER
Status: Expires 5/17/07
- US 21 US Patent No. 5,092,688 issued 3/3/92 for
PORTABLE BARCODE PRINTER
Status: Expires 3/3/09
- US 22 United States Patent Application filed 11/05/96 for
CHEETAH PRINTER
- US 23 United States Patent Application filed 5/9/97 for
POWER REGULATION CIRCUITRY
- US 24 US Patent No. D308072 issued 5/22/90 for
PRINTER (DESIGN)
- US 25 US Patent No. 4,848,943 issued 7/18/89 for
METHOD AND APPARATUS FOR ENERGIZING PRINTHEAD (UTILITY)
- US 26 US Patent No. 4,810,110 issued 3/7/89 for
FORM THICKNESS COMPENSATOR WITH CUTTER, PRINTER MECHANISM

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PATENT
REEL: 9052 FRAME: 0661

PATENT
REEL: 010958 FRAME: 0922

- US 27 US Patent No. D273868 issued 5/15/84 for
PAPER GUIDE FOR PRINTER TERMINAL
- US 28 US Patent No. 5,554,840 issued 9/10/96 for
HYBRID CARD READER
- US 29 US Patent No. 5,491,327 issued 2/13/96 for
UNIVERSAL MAGNETIC NEDRUM ENCODER WITH TILT-
COMPENSATING APPARATUS
- US 30 US Patent No. 5,331,003 issued 7/19/94 for
HYBRID CARD READER
- US 31 US Patent No. 5,311,003 issued 5/10/94 for
HAND-OPERATED MAGNETIC STRIPE READER
- US 32 US Patent No. 5,204,513 issued 4/20/93 for
DECODER FOR MAGNETIC STRIPE RECORDING
- US 33 US Patent No. 5,101,097 issued 3/31/92 for
HAND SWIPE MAGNETIC STRIPE ENCODER
- US 34 US Patent No. 4,742,213 issued 5/3/88 for
CREDIT CARD READING APPARATUS WITH RELIABLE OPTICAL PATH
INTERRUPT MEANS
- US 35 US Patent No. 4,598,479 issued 7/8/86 for
TIMING WHEEL FOR CARD ENCODER, MOUNTING FOR A SPATIAL
MEASUREMENT WHEEL
- US 36 US Patent No. 4,593,328 issued 6/3/86 for
TIMING WHEEL FOR CARD ENCODER
- US 37 US Patent No. 4,028,734 issued 6/6/77 for
PLURAL MAGNETIC HEAD ASSEMBLY WITH INDEPENDENTLY
SUPPORTING STRUCTURE
- US 38 US Patent No. 5,092,688 issued 3/3/92 for
PORTABLE BARCODE PRINTER
- US 39 US Patent No. 4,884,904 issued 12/5/89 for
BAR CODE PRINTER 2222

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PATENT
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GLOBAL AMENDMENT and ASSIGNMENT AND ACCEPTANCE, dated as of October 20, 1997 (this "Global Amendment"), among: (i) ANIOM TRANSACTION SOLUTIONS, INC., a California corporation (the "Borrower"); (ii) the several lenders and other financial institutions listed on the signature pages of this Global Amendment (individually, a "Lender", and collectively, the "Lenders"); (iii) UNION BANK OF CALIFORNIA, N.A., as successor administrative agent (the "Administrative Agent"); (iv) LEHMAN BROTHERS INC., as Arranger, and (v) LEHMAN COMMERCIAL PAPER INC., as resigning administrative agent and as Syndication Agent and as a Lender ("LCPI").

WITNESSETH

WHEREAS, the Borrower and LCPI are parties to the Credit Agreement (as amended, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement") and the other Loan Documents thereunder, each dated as of October 2, 1997; and

WHEREAS, the parties wish to amend the Credit Agreement and the other Loan Documents to, among other things, add the Lenders as parties to the Credit Agreement, replace LCPI, as administrative agent, with the Administrative Agent and to effectuate certain other changes requested by the Lenders, all as set forth in this Global Amendment;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

1.1 Defined Terms. Unless otherwise defined herein and except as set forth in this Global Amendment, terms defined in the Credit Agreement are used herein as therein defined.

SECTION 2. AMENDMENT OF CREDIT AGREEMENT

2.1 Amendments. As of the Effective Date (as defined in Section 5 below) the Credit Agreement is hereby amended to read in its entirety as set forth in Exhibit A hereto.

SECTION 3. REPLACEMENT OF ADMINISTRATIVE AGENT

3.1 Resignation and Appointment. LCPI hereby resigns as administrative agent under the Credit Agreement and the other Loan Documents and the Lenders hereby appoint Union Bank of California, N.A., as Administrative Agent under the Credit Agreement and the other Loan Documents and Union Bank of California, N.A., hereby accepts such

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appointment. The Borrower hereby consents to such resignation and appointment. Each of the Loan Documents is hereby amended to reflect such resignation and appointment, and Union Bank of California, N.A. shall be treated as the Administrative Agent under the Credit Agreement and the other Loan Documents. As provided in Section 9.9 of the Credit Agreement, the provisions of Section 9 of the Credit Agreement inure to the benefit of LCPI as to any actions taken or omitted to be taken by it while it was Administrative Agent. The Borrower and the Lenders waive the provisions of Section 9.9 to the extent they may be contrary to the provisions of this paragraph 3.1.

3.2. Assignment of Security Interests. LCPI, as resigning administrative agent, hereby assigns to Union Bank of California, N.A., as successor Administrative Agent, the security interests created in its favor pursuant to the Loan Documents, and all UCC Financing Statements filed to perfect such security interests. LCPI agrees that it will execute and deliver to Union Bank of California, N.A., as Administrative Agent, UCC-3 Assignments assigning to Union Bank of California, N.A., as Administrative Agent, all UCC Financing Statements heretofore filed in favor of LCPI in connection with (i) the Credit Agreement and (ii) the Credit Agreement, dated as of August 19, 1997, among Axiohm S.A., Axiohm IPB, Inc., AX Acquisition Corporation, the several lenders from time to time parties thereto and Lehman Commercial Paper Inc., as arranger, syndication agent and administrative agent. Such UCC Assignments will be prepared, executed and delivered to Union Bank of California, N.A. as promptly as practicable after the returning to LCPI of the original UCC Financing Statements from the filing offices. LCPI also agrees to deliver to Union Bank of California, N.A., as successor Administrative Agent, all stock certificates and instruments delivered to it as collateral under the Loan Documents.

SECTION 4. ADDITION OF LENDERS.

4.1. Assignment. By its signature below each of the Lenders (other than LCPI which is already a Lender) each such other Lender, an "Assignee") shall become a Lender party to the Credit Agreement and the other Loan Documents with all rights, powers and obligations of a Lender thereunder and with Commitments as set forth on Schedule I attached hereto. LCPI hereby irrevocably sells and assigns to each Assignee without recourse to LCPI, and each Assignee hereby irrevocably purchases and assumes from LCPI without recourse to LCPI, as of the Effective Date, the Commitments set forth opposite such Assignee's name on Schedule I and any Loans outstanding under such Commitments, effective upon receipt by LCPI in immediately available funds of the outstanding principal amount of such Loans.

4.2. Representations and Warranties of LCPI. LCPI (a) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or with respect to the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto, other than that LCPI has not created any adverse claim upon the interest being assigned by it hereunder and that such interest is free and clear of any such adverse claim, and (b) makes no representation or warranty and assumes no responsibility

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with respect to the financial condition of the Borrower, any of its Subsidiaries or any other obligor or the performance or observance by the Borrower, any of its Subsidiaries or any other obligor of any of their respective obligations under the Credit Agreement or any other Loan Document, or any other instrument or document furnished pursuant hereto or thereto

4.3 Representations and Warranties of Assignees. Each Assignee (a) represents and warrants that it is legally authorized to enter into this Global Amendment; (b) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements referred to in Section 4.1 or delivered pursuant to Section 6.1 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Global Amendment; (c) agrees that it will, independently and without reliance upon LCPI, the Administrative Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; (d) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Administrative Agent by the terms thereof, together with such powers as are incidental thereto; and (e) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with its terms all the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender including, if it is organized under the laws of a jurisdiction outside the United States, its obligation pursuant to Section 2.18(d) of the Credit Agreement.

4.4 Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Loans and Commitments assigned hereunder (including payments of principal, interest, fees and other amounts) to each Assignee whether such amounts have accrued prior to the Effective Date or accrue subsequent to the Effective Date. LCPI and each Assignee shall make all appropriate adjustments in payments by the Administrative Agent for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.

4.5 Certain Rights. From and after the Effective Date, (a) each Assignee shall be a party to the Credit Agreement and, to the extent provided in this Global Amendment, have the rights and obligations of a Lender thereunder and under the other Loan Documents and shall be bound by the provisions thereof and (b) LCPI shall, to the extent provided in this Global Amendment, relinquish its rights and be released from its obligations under the Credit Agreement.

SECTION 5. MISCELLANEOUS.

5.1 Effectiveness. This Global Amendment shall become effective as of October 20, 1997 (the "Effective Date") when the Administrative Agent shall have received

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REEL: 9052 FRAME: 0665

PATENT
REEL: 010958 FRAME: 0926

IN WITNESS WHEREOF, the parties hereto have caused this Global Amendment to be executed and delivered by their respective duly authorized officers as of the date first above written.

AXIOM TRANSACTION SOLUTIONS, INC.

By: _____
Title: _____

UNION BANK OF CALIFORNIA, N.A., as
successor Administrative Agent and as a Lender

By: _____
Title: _____

LEHMAN COMMERCIAL PAPER INC., as
resigning administrative agent and as
Syndication Agent and as a Lender

By: *David J. Lee*
Title: *Administrative Signatory*

0531131095602509-07AFBENL.AMD

PATENT
REFL: 9052 FRAME: 0669

PATENT
REEL: 010958 FRAME: 0930

SOUTHERN PACIFIC BANK

By: *Charles M. ...*
Title: SENIOR VICE PRESIDENT

BHF-BANK AKTIENGESELLSCHAFT

By: _____
Title: _____

By: _____
Title: _____

BSB BANK & TRUST COMPANY

By: _____
Title: _____

IMPERIAL BANK, A CALIFORNIA BANKING CORPORATION

By: _____
Title: _____

MELLON BANK, N.A.

By: _____
Title: _____

0511309580250677AFWDLA00

002
P. 08

FAX NO. 212 455 2502

LPIC 50 PACIFIC BANK

OCT-17-97 FRI 01:34 PM STB-R4

10 20 97 MON 06:06 FAX 510 207 1087

REEL: 9056 FRAME: 0670

PATENT
REEL: 010958 FRAME: 0931

OCT. -20' 97 (MON) 14:06 I. B. CREDIT SVCS.
OCT-15-87 WED 10:41 PM STB-R5

TEL: 310 338 2612
FAX NO. 212 455 2502

P. 002
P. 1
6

**SOUTHERN PACIFIC THRIFT & LOAN
ASSOCIATION**

By: _____
Title:

BHF-BANK AKTIEGESELLSCHAFT

By: _____
Title:

BSB BANK & TRUST COMPANY

By: _____
Title:

**IMPERIAL BANK, A CALIFORNIA BANKING
CORPORATION**

By: *R. Vadalma* _____
Title: **RAY VADALMA
SENIOR VICE PRESIDENT**

MELLON BANK, N.A.

By: _____
Title:

SOCIETE GENERALE

By: _____
Title:

**PATENT
REEL: 9052 FRAME: 0673**

001111009360250967A FBRDPLAMC

**PATENT
REEL: 010958 FRAME: 0934**

SOUTHERN PACIFIC BANK

By: _____
Title:

BHF-BANK AKTIENGESELLSCHAFT

By: _____
Title:

By: _____
Title:

BSB BANK & TRUST COMPANY

By: _____
Title:

IMPERIAL BANK A CALIFORNIA BANKING CORPORATION

By: _____
Title:

MELLON BANK N.A.

By: *Ernest E. Brink*
Title: *VICE PRESIDENT*

REPRODUCED FROM ORIGINAL

PATENT
REEL: 9052 FRAME: 0674

PATENT
REEL: 010958 FRAME: 0935

LENDERS, NOTICE INFORMATION AND COMMITMENTS

ADDRESS FOR NOTICES	REVOLVING CREDIT COMMITMENT	TRANCHE A TERM LOAN COMMITMENT	TRANCHE B TERM LOAN COMMITMENT
Union Bank of California, N.A. 530 B Street, 4th Floor San Diego, California 92101 Attention: Bruce Breslau Telecopy: (619) 230-3766	\$4,500,000	\$4,500,000	
Lehman Commercial Paper Inc. 3 World Financial Center New York, New York 10285 Attention: Michele Swanson Telecopy: (212) 528-0819	\$5,000,000	\$9,500,000	\$15,000,000
Southern Pacific Bank 12500 Wilshire Boulevard Los Angeles, California 90071 Attention: Chris Kelleher Telecopy: (310) 442-3351	\$2,500,000	\$2,500,000	
BHF-BANK Aktiengesellschaft 590 Madison Avenue New York, New York 10022-2504 Attention: Renate Boston Telecopy: (212) 756-5536	\$4,500,000		
BSB Bank & Trust Company 58-08 Exchange Street Binghamton, New York 13901 Attention: John B. Westcott Telecopy: (607) 772-6287	\$2,500,000	\$2,500,000	

1992-1996-1998-1999-2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2598-2599-2600-2601-2602-2603-2604-2605-2606-2607-2608-2609-2610-2611-2612-2613-2614-2615-2616-2617-2618-2619-2620-2621-2622-2623-2624-2625-2626-2627-2628-2629-2630-2631-2632-2633-2634-2635-2636-2637-2638-2639-2640-2641-2642-2643-2644-2645-2646-2647-2648-2649-2650-2651-2652-2653-2654-2655-2656-2657-2658-2659-2660-2661-2662-2663-2664-2665-2666-2667-2668-2669-2670-2671-2672-2673-2674-2675-2676-2677-2678-2679-2680-2681-2682-2683-2684-2685-2686-2687-2688-2689-2690-2691-2692-2693-2694-2695-2696-2697-2698-2699-2700-2701-2702-2703-2704-2705-2706-2707-2708-2709-2710-2711-2712-2713-2714-2715-2716-2717-2718-2719-2720-2721-2722-2723-2724-2725-2726-2727-2728-2729-2730-2731-2732-2733-2734-2735-2736-2737-2738-2739-2740-2741-2742-2743-2744-2745-2746-2747-2748-2749-2750-2751-2752-2753-2754-2755-2756-2757-2758-2759-2760-2761-2762-2763-2764-2765-2766-2767-2768-2769-2770-2771-2772-2773-2774-2775-2776-2777-2778-2779-2780-2781-2782-2783-2784-2785-2786-2787-2788-2789-2790-2791-2792-2793-2794-2795-2796-2797-2798-2799-2800-2801-2802-2803-2804-2805-2806-2807-2808-2809-2810-2811-2812-2813-2814-2815-2816-2817-2818-2819-2820-2821-2822-2823-2824-2825-2826-2827-2828-2829-2830-2831-2832-2833-2834-2835-2836-2837-2838-2839-2840-2841-2842-2843-2844-2845-2846-2847-2848-2849-2850-2851-2852-2853-2854-2855-2856-2857-2858-2859-2860-2861-2862-2863-2864-2865-2866-2867-2868-2869-2870-2871-2872-2873-2874-2875-2876-2877-2878-2879-2880-2881-2882-2883-2884-2885-2886-2887-2888-2889-2890-2891-2892-2893-2894-2895-2896-2897-2898-2899-2900-2901-2902-2903-2904-2905-2906-2907-2908-2909-2910-2911-2912-2913-2914-2915-2916-2917-2918-2919-2920-2921-2922-2923-2924-2925-2926-2927-2928-2929-2930-2931-2932-2933-2934-2935-2936-2937-2938-2939-2940-2941-2942-2943-2944-2945-2946-2947-2948-2949-2950-2951-2952-2953-2954-2955-2956-2957-2958-2959-2960-2961-2962-2963-2964-2965-2966-2967-2968-2969-2970-2971-2972-2973-2974-2975-2976-2977-2978-2979-2980-2981-2982-2983-2984-2985-2986-2987-2988-2989-2990-2991-2992-2993-2994-2995-2996-2997-2998-2999-3000-3001-3002-3003-3004-3005-3006-3007-3008-3009-3010-3011-3012-3013-3014-3015-3016-3017-3018-3019-3020-3021-3022-3023-3024-3025-3026-3027-3028-3029-3030-3031-3032-3033-3034-3035-3036-3037-3038-3039-3040-3041-3042-3043-3044-3045-3046-3047-3048-3049-3050-3051-3052-3053-3054-3055-3056-3057-3058-3059-3060-3061-3062-3063-3064-3065-3066-3067-3068-3069-3070-3071-3072-3073-3074-3075-3076-3077-3078-3079-3080-3081-3082-3083-3084-3085-3086-3087-3088-3089-3090-3091-3092-3093-3094-3095-3096-3097-3098-3099-3100-3101-3102-3103-3104-3105-3106-3107-3108-3109-3110-3111-3112-3113-3114-3115-3116-3117-3118-3119-3120-3121-3122-3123-3124-3125-3126-3127-3128-3129-3130-3131-3132-3133-3134-3135-3136-3137-3138-3139-3140-3141-3142-3143-3144-3145-3146-3147-3148-3149-3150-3151-3152-3153-3154-3155-3156-3157-3158-3159-3160-3161-3162-3163-3164-3165-3166-3167-3168-3169-3170-3171-3172-3173-3174-3175-3176-3177-3178-3179-3180-3181-3182-3183-3184-3185-3186-3187-3188-3189-3190-3191-3192-3193-3194-3195-3196-3197-3198-3199-3200-3201-3202-3203-3204-3205-3206-3207-3208-3209-3210-3211-3212-3213-3214-3215-3216-3217-3218-3219-3220-3221-3222-3223-3224-3225-3226-3227-3228-3229-3230-3231-3232-3233-3234-3235-3236-3237-3238-3239-3240-3241-3242-3243-3244-3245-3246-3247-3248-3249-3250-3251-3252-3253-3254-3255-3256-3257-3258-3259-3260-3261-3262-3263-3264-3265-3266-3267-3268-3269-3270-3271-3272-3273-3274-3275-3276-3277-3278-3279-3280-3281-3282-3283-3284-3285-3286-3287-3288-3289-3290-3291-3292-3293-3294-3295-3296-3297-3298-3299-3300-3301-3302-3303-3304-3305-3306-3307-3308-3309-3310-3311-3312-3313-3314-3315-3316-3317-3318-3319-3320-3321-3322-3323-3324-3325-3326-3327-3328-3329-3330-3331-3332-3333-3334-3335-3336-3337-3338-3339-3340-3341-3342-3343-3344-3345-3346-3347-3348-3349-3350-3351-3352-3353-3354-3355-3356-3357-3358-3359-3360-3361-3362-3363-3364-3365-3366-3367-3368-3369-3370-3371-3372-3373-3374-3375-3376-3377-3378-3379-3380-3381-3382-3383-3384-3385-3386-3387-3388-3389-3390-3391-3392-3393-3394-3395-3396-3397-3398-3399-3400-3401-3402-3403-3404-3405-3406-3407-3408-3409-3410-3411-3412-3413-3414-3415-3416-3417-3418-3419-3420-3421-3422-3423-3424-3425-3426-3427-3428-3429-3430-3431-3432-3433-3434-3435-3436-3437-3438-3439-3440-3441-3442-3443-3444-3445-3446-3447-3448-3449-3450-3451-3452-3453-3454-3455-3456-3457-3458-3459-3460-3461-3462-3463-3464-3465-3466-3467-3468-3469-3470-3471-3472-3473-3474-3475-3476-3477-3478-3479-3480-3481-3482-3483-3484-3485-3486-3487-3488-3489-3490-3491-3492-3493-3494-3495-3496-3497-3498-3499-3500-3501-3502-3503-3504-3505-3506-3507-3508-3509-3510-3511-3512-3513-3514-3515-3516-3517-3518-3519-3520-3521-3522-3523-3524-3525-3526-3527-3528-3529-3530-3531-3532-3533-3534-3535-3536-3537-3538-3539-3540-3541-3542-3543-3544-3545-3546-3547-3548-3549-3550-3551-3552-3553-3554-3555-3556-3557-3558-3559-3560-3561-3562-3563-3564-3565-3566-3567-3568-3569-3570-3571-3572-3573-3574-3575-3576-3577-3578-3579-3580-3581-3582-3583-3584-3585-3586-3587-3588-3589-3590-3591-3592-3593-3594-3595-3596-3597-3598-3599-3600-3601-3602-3603-3604-3605-3606-3607-3608-3609-3610-3611-3612-3613-3614-3615-3616-3617-3618-3619-3620-3621-3622-3623-3624-3625-3626-3627-3628-3629-3630-3631-3632-3633-3634-3635-3636-3637-3638-3639-3640-3641-3642-3643-3644-3645-3646-3647-3648-3649-3650-3651-3652-3653-3654-3655-3656-3657-3658-3659-3660-3661-3662-3663-3664-3665-3666-3667-3668-3669-3670-3671-3672-3673-3674-3675-3676-3677-3678-3679-3680-3681-3682-3683-3684-3685-3686-3687-3688-3689-3690-3691-3692-3693-3694-3695-3696-3697-3698-3699-3700-3701-3702-3703-3704-3705-3706-3707-3708-3709-3710-3711-3712-3713-3714-3715-3716-3717-3718-3719-3720-3721-3722-3723-3724-3725-3726-3727-3728-3729-3730-3731-3732-3733-3734-3735-3736-3737-3738-3739-3740-3741-3742-3743-3744-3745-3746-3747-3748-3749-3750-3751-3752-3753-3754-3755-3756-3757-3758-3759-3760-3761-3762-3763-3764-3765-3766-3767-3768-3769-3770-3771-3772-3773-3774-3775-3776-3777-3778-3779-3780-3781-3782-3783-3784-3785-3786-3787-3788-3789-3790-3791-3792-3793-3794-3795-3796-3797-3798-3799-3800-3801-3802-3803-3804-3805-3806-3807-3808-3809-3810-3811-3812-3813-3814-3815-3816-3817-3818-3819-3820-3821-3822-3823-3824-3825-3826-3827-3828-3829-3830-3831-3832-3833-3834-3835-3836-3837-3838-3839-3840-3841-3842-3843-3844-3845-3846-3847-3848-3849-3850-3851-3852-3853-3854-3855-3856-3857-3858-3859-3860-3861-3862-3863-3864-3865-3866-3867-3868-3869-3870-3871-3872-3873-3874-3875-3876-3877-3878-3879-3880-3881-3882-3883-3884-3885-3886-3887-3888-3889-3890-3891-3892-3893-3894-3895-3896-3897-3898-3899-3900-3901-3902-3903-3904-3905-3906-3907-3908-3909-3910-3911-3912-3913-3914-3915-3916-3917-3918-3919-3920-3921-3922-3923-3924-3925-3926-3927-3928-3929-3930-3931-3932-3933-3934-3935-3936-3937-3938-3939-3940-3941-3942-3943-3944-3945-3946-3947-3948-3949-3950-3951-3952-3953-3954-3955-3956-3957-3958-3959-3960-3961-3962-3963-3964-3965-3966-3967-3968-3969-3970-3971-3972-3973-3974-3975-3976-3977-3978-3979-3980-3981-3982-3983-3984-3985-3986-3987-3988-3989-3990-3991-3992-3993-3994-3995-3996-3997-3998-3999-4000-4001-4002-4003-4004-4005-4006-4007-4008-4009-4010-4011-4012-4013-4014-4015-4016-4017-4018-4019-4020-4021-4022-4023-4024-4025-4026-4027-4028-4029-4030-4031-4032-4033-4034-4035-4036-4037-4038-4039-4040-4041-4042-4043-4044-4045-4046-4047-4048-4049-4050-4051-4052-4053-4054-4055-4056-4057-4058-4059-4060-4061-4062-4063-4064-4065-4066-4067-4068-4069-4070-4071-4072-4073-4074-4075-4076-4077-4078-4079-4080-4081-4082-4083-4084-4085-4086-4087-4088-4089-4090-4091-4092-4093-4094-4095-4096-4097-4098-4099-4100-4101-4102-4103-4104-4105-4106-4107-4108-4109-4110-4111-4112-4113-4114-4115-4116-4117-4118-4119-4120-4121-4122-4123-4124-4125-4126-4127-4128-4129-4130-4131-4132-4133-4134-4135-4136-4137-4138-4139-4140-4141-4142-4143-4144-4145-4146-4147-4148-4149-4150-4151-4152-4153-4154-4155-4156-4157-4158-4159-4160-4161-4162-4163-4164-4165-4166-4167-4168-4169-4170-4171-4172-4173-4174-4175-4176-4177-4178-4179-4180-4181-4182-4183-4184-4185-4186-4187-4188-4189-4190-4191-4192-4193-4194-4195-4196-4197-4198-4199-4200-4201-4202-4203-4204-4205-4206-4207-4208-4209-4210-4211-4212-4213-4214-4215-4216-4217-4218-4219-422

Imperial Bank, A California Banking Corporation 9920 S. La Cienega Boulevard, 14th Floor Inglewood, California 90301 Attention: Jamie Harney Telecopy: (310) 417-5997	\$2,500,000	\$2,500,000	
Mellon Bank, N.A. 400 South Hope Street, 5th Floor Los Angeles, California 90071 Attention: Everett Orrick Telecopy: (213) 629-0484	\$4,500,000	\$4,500,000	
Société Générale 1221 Avenue of the Americas, 11th Floor New York, New York 10020 Attention: Nathalie Thuliez Paolo Salvi Telecopy: (212) 278-7463	\$4,500,000	\$4,500,000	
Banque Nationale de Paris 725 S. Figueroa Street Suite 2090 Los Angeles, California Attention: Tjalling Terpstra Telecopy: (213) 488-9602	\$4,500,000	\$4,500,000	
TOTAL	\$35,000,000	\$35,000,000	\$15,000,000

1993-1994 STATEMENT AND

PATENT
 REEL: 9052 FRAME: 0678

PATENT
 REEL: 010958 FRAME: 0939



SIMPSON THACHER & BARTLETT
A PARTNERSHIP WHICH INCLUDES PROFESSIONAL CORPORATIONS

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EXPRESS MAIL

March 11, 1998

Re: Recordation of Security Agreement

Commissioner of Patents and Trademarks
U.S. Patent and Trademark Office
Box-Assignments
2900 Crystal Drive
Arlington, VA 22202

Dear Madam or Sir:

Enclosed for recording please find a Global Amendment and Assignment and Acceptance in favor of Union Bank of California, N.A., as successor Administrative Agent to Lehman Commercial Paper Inc., covering 38 U.S. patents and patent applications.

A check for \$1,520 is enclosed to cover the filing fee. Please return confirmation of this filing to me at my firm's address as listed above.

Thank you for your consideration.

Respectfully submitted,

Raymond M. Maiello

cc: Bill Sheehan

Enclosure

RECORDED 03/11/1998

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PATENT
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FORM PTO-1619B
Expires 06/30/99
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PATENT

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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="541820"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5613787"/>	<input type="text" value="5446475"/>	<input type="text" value="4640633"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5196865"/>	<input type="text" value="5471235"/>	<input type="text" value="4230038"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5354134"/>	<input type="text" value="5579043"/>	<input type="text" value="4230412"/>

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 PCT PCT

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

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

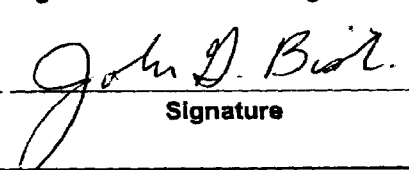
Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
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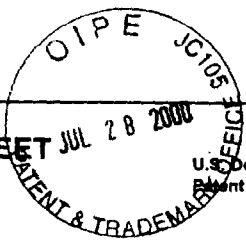
Authorization to charge additional fees: Yes No

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.

John G. Bisbikis  7/24/2000

Name of Person Signing Signature Date



FORM PTO-1619C
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Application Number(s) or Patent Number(s)

Mark if additional numbers attached

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Patent Application Number(s)			Patent Number(s)		
			4185929	4685815	4810110
			4478528	4544293	D273868
			4755068	D308072	5554840
			4886381	D347021	5491327
			4735521	4848943	5331003

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Patent Application Number(s)			Patent Number(s)		
			5204513	4028734	
			5101097	5092688	
			4742213	4884904	
			4598479	5311003	
			4593328		

Release of Security Interest to Axiohm Transaction Solutions, Inc.
Our Ref. No. 54937-117



Enclosures: Recordation Form Cover Sheet (4 pp.-in dup.)
 Release of Security Interest in Intellectual Property w/Schedule A (41 pp.)
 Certificate of Mailing (1 pp.)
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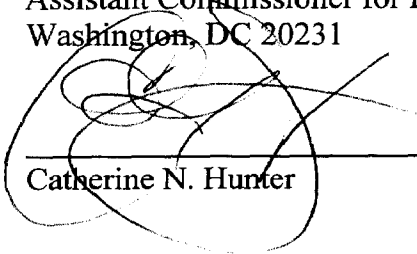
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