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102756370 PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

PSC Inc.

Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies)

Name: Wells Fargo Foothill, Inc.

Internal Address: Suite 1450

Street Address: 1000 Abernathy Road

City: Atlanta State: GA Zip: 30328

Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Amendment No. 1 to Intellectual Property Security Agreement

Execution Date: 03/17/04

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s) See Attachment

Additional numbers attached? [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael A. Witt, Esq.

Internal Address: Duane Morris LLP, Suite 3400

Street Address: 227 West Monroe Street

City: Chicago State: IL Zip: 60606

6. Total number of applications and patents involved: 15

7. Total fee (37 CFR 3.41) \$ 600.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Michael A. Witt, Esq. Name of Person Signing

[Signature] Signature

March 31, 2004 Date

Total number of pages including cover sheet, attachments, and documents: 9

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

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PATENT REEL: 015386 FRAME: 0546

	A	B	C	D	E	F	G
	Listed Owner	Inventor	Title	Patent # / PTO Link	File Date	Issue Date	Comments
1	PSC Inc.	BOLES	BAR CODE SCANNER LASER RADIATION EXPOSURE LIMIT CONTROL SYSTEM	4,639,606	10/26/1984	12/7/1987	Will expire shortly
2	PSC Inc.	LONGACRE	UNIPORT INTERFACE FOR A BAR CODE READING INSTRUMENT	5,233,169	10/31/1991	8/3/1993	
3	PSC INC.	EASTMAN QUINN GRODEVANT	OPTICAL SYSTEM FOR SCANNING AND READING BARCODES WITH MANUALLY CONTROLLED SCAN BEAM LENGTH	5,440,111	6/30/1994	8/8/1995	
4	PSC Inc.	BOLES KOSTIZAK	INTEGRATED BAR CODE READING AND LOCATION MOUSE	5,448,050	11/13/1992	9/5/1995	
5	PSC INC.	COLEMAN	LOW NOISE WIDE BAND AMPLIFIER	5,504,466	2/9/1994	4/2/1996	Abandoned 1999
6	PSC Inc.	HONE	BAR CODE SCANNER WITH FIELD REPLACEABLE WINDOW	5,512,740	9/7/1994	4/30/1996	abandoned 2003
7	PSC Inc.	CLARK	SYSTEM FOR ENABLING DECODING OF BAR CODE AND OTHER SYMBOLS WITH A DIGITAL MICROCOMPUTER CONNECTED VIA THE INPUT/OUTPUT PORT THEREOF TO THE SCANNER	5,557,095	5/18/1995	9/17/1996	Abandoned 2004
8	PSC INC.	MURPHY	HAND HELD BAR CODE SCANNING DEVICE HAVING A MANUALLY OPERATED OPTICAL TRIGGER SWITCH	5,576,531	9/18/1995	11/19/1996	Abandoned 2004
9	PSC INC.	LA	NON-CONTACT ACTUATED TRIGGER APPARATUS FOR BAR CODE LASER SCANNER	5,675,138	8/17/1994	10/7/1997	
10	PSC INC.	ZAVISLAN	OPTICAL SYMBOL (BAR CODE) READING SYSTEMS AND DEVICES	5,766,565	1/19/1995	7/28/1998	
11	PSC INC.	EASTMAN BOYD	MOTOR CONTROL SYSTEM ESPECIALLY FOR CONTROL OF AN OPTICAL SCANNER	5,821,721	4/22/1997	9/13/1998	
12	PSC Inc.	BREMER	WIRELESS BAR CODE SCANNING SYSTEM	6,024,284	8/20/1998	2/15/2000	Abandoned 2003
13	PSC INC.	SCHMID OLMSTEAD	OPTICAL READER WITH ADDRESSABLE PIXELS	6,152,368	10/29/1998	11/28/2000	
14	PSC INC.	COLLEY OLMSTEAD	OPTICAL READER WITH ADDRESSABLE PIXELS	6,173,894	10/29/1998	1/16/2001	
15	PSC Inc.	COLLEY POSTMAN	PCMCIA INTERFACE CARD FOR COUPLING INPUT DEVICES SUCH AS BARCODE SCANNING ENGINES TO PERSONAL DIGITAL ASSISTANTS AND PALMTOP COMPUTERS	10,665,713	2/11/2003		Application pending
16							

**AMENDMENT NUMBER 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS AMENDMENT NUMBER 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Amendment**"), dated as of March 11, 2004, is entered into by and between **PSC INC.**, a New York corporation ("**Assignor**") and **WELLS FARGO FOOTHILL, INC.** (together with its successors and assigns, "**Agent**"), as agent for the Lenders (as identified in the I.P. Agreement (as defined below)) and the Bank Product Providers.

**WITNESSETH**

WHEREAS, Assignor and Agent are parties to that certain Intellectual Property Security Agreement dated as of December 23, 2003 (as amended, restated, supplemented, or modified from time to time, the "**I.P. Agreement**"); and

WHEREAS, Assignor and Agent desire to amend the I.P. Agreement to include Exhibits A and B attached hereto, respectively, to be included and a part of the I.P. Agreement, on the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the I.P. Agreement as follows:

1. **DEFINITIONS** Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the I.P. Agreement, as amended hereby.

2. **AMENDMENT TO I.P. AGREEMENT**

(a) Exhibit A to the I.P. Agreement is hereby supplemented by adding thereto each of the items listed on Exhibit A attached hereto. Exhibit B to the I.P. Agreement is hereby supplemented by adding thereto each of the items listed on Exhibit B attached hereto.

3. **CONSTRUCTION.** THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

4. **ENTIRE AMENDMENT; EFFECT OF AMENDMENT.** This Amendment, and terms and provisions hereof, constitute the entire agreement among the parties pertaining to the subject matter hereof and supersedes any and all prior or contemporaneous amendments relating to the subject matter hereof. Except for the amendment to the I.P. Agreement expressly set forth in Section 2 hereof, the I.P. Agreement shall remain unchanged and in full force and effect. To the extent any terms or provisions of this Amendment conflict with those of the I.P. Agreement or other Loan Documents, the terms and provisions of this Amendment shall control. This Amendment is a Loan Document.

5. **COUNTERPARTS; TELEFACSIMILE EXECUTION.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the

same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart. Delivery of an executed counterpart of this Amendment by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile also shall deliver an original executed counterpart of this Amendment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

6. **MISCELLANEOUS.**

(a) Upon the effectiveness of this Amendment, each reference in the I.P. Agreement to "this Agreement", "hereunder", "herein", "hereof" or words of like import referring to the I.P. Agreement shall mean and refer to the I.P. Agreement as amended by this Amendment.

(b) Upon the effectiveness of this Amendment, each reference in the Loan Documents to the "I.P. Agreement", "thereunder", "therein", "thereof" or words of like import referring to the I.P. Agreement shall mean and refer to the I.P. Agreement as amended by this Amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered as of the date first written above.

		<b>PSC INC.</b>	
<b>ATTEST:</b>		By: <i>Paul M. Brown</i>	
		Name: Paul M. Brown	
By: <i>Frank G. MacMurray</i>		Its: Vice-President	
Name: Frank G. MacMurray			
Its: Secretary			
Agreed and Accepted as of this			
<i>17th</i> day of March, 2004			
<b>WELLS FARGO FOOTHILL, INC.</b>			
By: <i>Amy Lam</i>			
Name: Amy Lam			
Its: Vice President			

STATE OF OREGON	)	
	)	SS.
COUNTY OF LANE	)	

The foregoing Amendment Number 1 to Intellectual Property Security Agreement was executed and acknowledged before me this 17<sup>th</sup> day of March, 2004, by Paul M. Brown and Frank G. MacMurray, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice-President and Secretary of PSC Inc., a New York corporation, on behalf of such corporation.



<i>Kathleen M. Fox</i>		
Kathleen M. Fox, Notary Public		
<i>Paul</i>	County,	
My Commission expires: February 9, 2008		

EXHIBIT A

PATENTS

See attached.

A	B	C	D	E	F	G
Listed Owner	Inventor	Title	Patent # / PTO Link	File Date	Issue Date	Comments
1	PSC Inc.	BAR CODE SCANNER LASER RADIATION EXPOSURE LIMIT CONTROL SYSTEM	4,839,606	10/26/1984	1/27/1987	Will expire shortly
2	PSC Inc.	UNIPORT INTERFACE FOR A BAR CODE READING INSTRUMENT	5,233,189	10/31/1991	8/3/1993	
3	PSC INC.	OPTICAL SYSTEM FOR SCANNING AND READING BARCODES WITH MANUALLY CONTROLLED SCAN BEAM LENGTH	5,440,111	6/30/1994	8/8/1995	
4	PSC Inc.	INTEGRATED BAR CODE READING AND LOCATION MOUSE	5,448,050	11/13/1992	9/5/1995	
5	PSC INC.	LOW NOISE WIDE BAND AMPLIFIER	5,504,456	2/8/1994	4/2/1996	Abandoned 1999
6	PSC Inc.	BAR CODE SCANNER WITH FIELD REPLACEABLE WINDOW	5,512,740	9/7/1994	4/30/1996	abandoned 2003
7	PSC Inc.	SYSTEM FOR ENABLING DECODING OF BAR CODE AND OTHER SYMBOLS WITH A DIGITAL MICROCOMPUTER CONNECTED VIA THE INPUT/OUTPUT PORT THEREOF TO THE SCANNER	5,557,095	5/18/1995	9/17/1996	Abandoned 2004
8	PSC INC.	HAND HELD BAR CODE SCANNING DEVICE HAVING A MANUALLY OPERATED OPTICAL TRIGGER SWITCH	5,576,531	9/18/1995	11/19/1996	Abandoned 2004
9	PSC INC.	NON-CONTACT ACTUATED TRIGGER APPARATUS FOR BAR CODE LASER SCANNER	5,675,138	8/17/1994	10/7/1997	
10	PSC INC.	OPTICAL SYMBOL (BAR CODE) READING SYSTEMS AND DEVICES	5,786,585	1/19/1995	7/28/1998	
11	PSC INC.	MOTOR CONTROL SYSTEM ESPECIALLY FOR CONTROL OF AN OPTICAL SCANNER	5,821,721	4/22/1997	9/13/1998	
12	PSC Inc.	WIRELESS BAR CODE SCANNING SYSTEM	5,824,284	8/20/1998	2/15/2000	Abandoned 2003
13	PSC INC.	OPTICAL READER WITH ADDRESSABLE PIXELS	5,152,398	10/29/1998	11/28/2000	
14	PSC INC.	OPTICAL READER WITH ADDRESSABLE PIXELS	5,173,894	10/29/1998	1/16/2001	
15	PSC Inc.	PCMCIA INTERFACE CARD FOR COUPLING INPUT DEVICES SUCH AS BARCODE SCANNING ENGINES TO PERSONAL DIGITAL ASSISTANTS AND PALMTOP COMPUTERS	10/365,713	2/11/2003		Application pending
16						



EXHIBIT B

TRADEMARKS

None.

A	B	C	D	E	F	G
Listed Owner	Inventor	Title	Patent # / PTO Link	File Date	Issue Date	Comments
1	PSC Inc.	BOLES	4,639,606	10/28/1984	12/7/1987	Will expire shortly
2	PSC Inc.	LONGACRE	5,233,169	10/31/1991	8/3/1993	
3	PSC Inc.	EASTMAN QUINN GRODEVANT	5,440,111	6/30/1994	8/8/1995	
4	PSC Inc.	BOLES	5,448,050	11/13/1992	9/5/1995	
5	PSC Inc.	KOSTIZAK	5,504,456	2/9/1994	4/2/1996	Abandoned 1999
6	PSC Inc.	COLEMAN	5,512,740	9/7/1994	4/30/1996	abandoned 2003
7	PSC Inc.	HONE	5,557,095	5/18/1995	9/17/1996	Abandoned 2004
8	PSC Inc.	CLARK	5,576,531	9/18/1995	11/19/1996	Abandoned 2004
9	PSC Inc.	MURPHY	5,675,138	8/17/1994	10/7/1997	
10	PSC Inc.	LA	5,786,585	1/19/1995	7/28/1998	
11	PSC Inc.	ZAVISLAN EASTMAN	5,821,721	4/22/1997	9/13/1998	
12	PSC Inc.	BOYD	6,024,284	8/20/1998	2/15/2000	Abandoned 2003
13	PSC Inc.	BREMER	6,152,368	10/29/1998	11/28/2000	
14	PSC Inc.	SCHMID OLMSTEAD COLLEY	6,173,894	10/29/1998	1/16/2001	
15	PSC Inc.	OLMSTEAD COLLEY	10/365,713	2/11/2003		Application pending
16	PSC Inc.	POSTMAN				

ATTACHMENT TO RECORDATION FORM COVER SHEET  
PATENTS

PSC Inc.