

# PATENT ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GEO Acquisition Corp.	12/21/1999
GEO Labs, Inc.	12/21/1999
George A. Plesko	12/21/1999
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PSC, Inc.
<b>Street Address:</b>	770 Basket Road
<b>City:</b>	Webster
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14580-9724
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	5973318
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(847)576-3750
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	847-576-5217
<b>Email:</b>	usadocketing@motorolasolutions.com
<b>Correspondent Name:</b>	Motorola Solutions, Inc.
<b>Address Line 1:</b>	1303 E. Algonquin Road
<b>Address Line 2:</b>	IL01 - 11th Floor
<b>Address Line 4:</b>	Schaumburg, ILLINOIS 60196
<b>ATTORNEY DOCKET NUMBER:</b>	SBL00005G D06
<b>NAME OF SUBMITTER:</b>	Catherine DiTrapani

Total Attachments: 30

source=Asset Purchase Agreement PSC acquires GEO Acquisition, GEO Labs and Plesko#page1.tif

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**ASSET PURCHASE AGREEMENT**

**by and among**

**PSC INC.,**

**GEO ACQUISITION CORP.,**

**GEO LABS, INC.,**

**and**

**GEORGE A. PLESKO**

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") dated as of December 21, 1999, by and among PSC INC., a New York corporation ("PSC"), GEO ACQUISITION CORP., a Delaware corporation and wholly-owned subsidiary of PSC ("Buyer"), GEO LABS, INC., a Pennsylvania corporation ("Company"), and GEORGE A. PLESKO, the sole shareholder of Company ("Shareholder").

### RECITALS

A. WHEREAS, Company is engaged in the development of technology and inventions and the legal ownership of patents and patent applications with respect to such technology and inventions (the "Business");

B. WHEREAS, Shareholder owns all of the issued and outstanding capital stock of Company; and

C. WHEREAS, Buyer desires to purchase from Company, Company desires to sell to Buyer, and Shareholder desires to cause Company to sell to Buyer, the Business and substantially all of the property and assets of Company as set forth herein.

NOW THEREFORE, in consideration of, and in reliance upon, the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows.

### 1. PURCHASE AND SALE OF ASSETS

1.1 Assets to be Transferred. Subject to the terms and conditions of this Agreement, on the date hereof (the "Closing Date") Company hereby, sells, transfers, conveys, assigns, and delivers to Buyer, and Buyer purchases and accepts all of the business, rights, claims and assets (of every kind, nature, character and description, whether real, personal or mixed, whether tangible or intangible, whether accrued, contingent or otherwise, and wherever situated) of Company, together with all rights and privileges associated with such assets and with the Business, other than the Excluded Assets (as hereinafter defined) (collectively the "Purchased Assets"). The Purchased Assets include, but are not limited to, the following:

1.1.(a) Cash and Cash Equivalents. All cash and cash equivalents in excess of \$250,000 (and, for the purpose of this provision, cash equivalent includes amounts receivable from GAP Technologies, Inc. ("GAP")).

1.1.(b) Trade Rights. All Company's interest in any Trade Rights. As used herein, the term "Trade Rights" shall mean and include: (i) all trademark rights, business identifiers, trade dress, service marks, trade names, and brand names; (ii) all copyrights and all other rights associated therewith and the underlying works of authorship; (iii) all patents or patent applications and all proprietary rights associated therewith; (iv) all contracts or agreements granting any right, title, license or privilege under the intellectual property rights of any third party; (v) all inventions, mask works and mask work registrations, know-how, discoveries, improvements, designs, trade secrets, shop and

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royalty rights, employee covenants and agreements respecting intellectual property and non-competition and all other types of intellectual property of Company or Shareholder; and (vi) all registrations of any of the foregoing, all applications therefor, all goodwill associated with any of the foregoing, and all claims for infringement or breach thereof. For the avoidance of doubt, Trade Rights shall include all patents, applications, discoveries, inventions and agreements described on Schedules 4.12(a), 4.12(b), 4.12(d) and 4.12(f).

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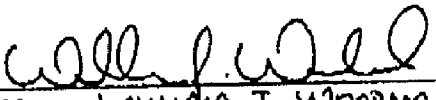
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

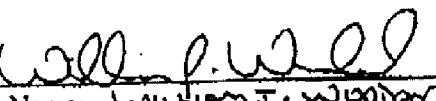
PSC INC.  
("PSC")

By:   
Name: William J. Woodman  
Title: V.P. - CEO

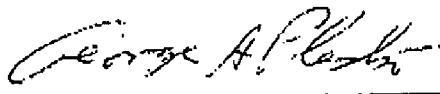
GEO LABS, INC.  
("Company")

By:   
George A. Plesko, President

GEO ACQUISITION CORP.  
("Buyer")

By:   
Name: William J. Woodman  
Title: V.P.

GEORGE A. PLESKO  
("Shareholder")



**Schedule 4.12**  
**Intellectual Property**

**4.12.(a) Company Patents**

The following is a listing of patents currently held by GEO Labs, Inc. and the status of those patents as of December 14, 1999:

<u>Docket #/ Country</u>	<u>Title</u>	<u>Appln./Patent No.</u>	<u>Filing/ Issue Date</u>	<u>Status</u>
91-41017-US	Electro-Optical Scanning System With Gyating Scan Head	5,371,347	12/06/94	Issued
91-41017-CA	Electro-Optical Scanning System With Gyating Scan Head	2,121,332	10/14/92	Pending
91-41017-EP	Electro-Optical Scanning System With Gyating Scan Head	92 922 742.9	10/14/92	Pending
91-41017-JP	Electro-Optical Scanning System With Gyating Scan Head	H05-507,776	10/14/92	Pending
91-41017-US-DIV	Electro-Optical Scanning System	5,519,198	05/21/96	Issued
91-41017-US-D2	Non-Imaging Light Collector	5,778,133	07/07/98	Issued
92-40107-US-CIP	Light Beam Scanning Pen, Scan Module For The Device And Method Of Utilization	5,506,394	04/09/96	Issued
91-41017-CA-CIP	Light Beam Scanning Pen, Scan Module For The Device And Method Of Utilization	2,174,623		Pending
91-41017-EP-CIP	Light Beam Scanning Pen, Scan Module For The Device And Method Of Utilization	94 932 084.0		Pending
91-41017-JP-CIP	Light Beam Scanning Pen, Scan Module For The Device And Method Of Utilization	7-512,837	10/27/94	Pending
92-40107-US-CP2	Light Beam Scanning Pen, Scan Module For The Device And Method Of Utilization	5,656,805	08/12/97	Issued
92-40107-US-CP3	Light Beam Scanning Pen, Scan Module For The Device And Method Of Utilization	5,932,860	08/03/99	Issued
92-40107-US-CP4	Light Beam Scanning Pen, Scan Module For The Device And Method Of Utilization	09/287,487	04/06/99	Pending
91-41018-US	Electro-Optical Transceiver With Non-Imaging Concentrator	5,357,101	10/18/94	Issued
94-40052-US	Multi-Purpose Currency Validator With Compact Low Power Cassette Stacker	5,624,017	04/29/97	Issued
94-40075-US	System For Extending The Operating Range Of A Beam	5,550,367	08/27/96	Issued

Docket // Country	Title	Appln./Patent No.	Filing/ Issue Date	Status
	Scanner			
90253-PUS	Gyrating Programmable Scanner	5,187,612	02/16/93	Issued
90253-PCA	Gyrating Programmable Scanner	2,096,023	11/12/91	Pending
90253-PJP	Gyrating Programmable Scanner	501299/1992	11/12/91	Pending
90253-CIP-PUS	Gyrating Programmable Scanner	5,469,291	11/21/95	Issued
95-40088-US	Gyrating Axial Scanner	5,596,442	01/21/97	Issued
95-40088-DE	Gyrating Programmable Scanner	69129202.7	04/01/98	Issued
95-40088-GB	Gyrating Programmable Scanner	0557443	04/01/98	Issued
95-40088-US-D1	Gyrating Programmable Scanner	5,959,757	09/28/99	Issued
95-40088-US-D2	Gyrating Programmable Scanner	09/190,346 <small>Pat. No. 6,101,017</small>	11/12/98	Pending
96-40141-US	Beam Shaping System With Surface Treated Lens And Method For Making Same	5,886,332	03/23/99	Issued
96-40141-EP	Beam Shaping System With Surface Treated Lens And Method For Making Same	97927633.4	05/13/97	Pending
96-40141-US-D1	Beam Shaping System With Surface Treated Lens And Method For Making Same	09/213,467	12/17/98	Pending
96-40142-US	Lens With Variable Focal Length	5,864,128	01/26/99	Issued
SR20	Scanning Device For Scanning A Target, Scanning Motor For The Device And A Method Of Utilization Thereof	5,422,471	06/06/95	Issued
SR20	Light Beam Scanner With Oscillatory Scan Element	5,668,362	09/16/97	Issued
SR20-I	Scanning Device For Scanning A Target, Scanning Motor For The Device And A Method Of Utilization	08/783,816	01/13/97	Abandoned
PCM CIA	Laser Based Pcmcia Data Collection System With Automatic Triggering For Portable Applications And Method Of Use	08/483,299	06/07/95	Abandoned
PCM CIA-C1	Laser Based Pcmcia Data Collection System With Automatic Triggering For Portable Applications And Method Of Use	5,880,452	03/09/99	Issued
PCM CIA-D1	Laser Based Pcmcia Data Collection System With Automatic Triggering For Portable Applications And Method Of Use	09/203,715	12/02/98	Pending
ULTRA	Ultra Compact Scanning System For A Wide Range Of Speeds, Angles And Field Depth	5,596,446	01/21/97	Issued
ULTRA-D1	Ultra Compact Scanning System For A Wide Range Of Speeds, Angles And Field Depth	5,691,834	11/25/97	Issued
ULTRA-D2	Ultra Compact Scanning System For A Wide Range Of Speeds,	5,870,219	02/09/99	Issued

<u>Docket #/ Country</u>	<u>Title</u>	<u>Appln./Patent No.</u>	<u>Filing/ Issue Date</u>	<u>Status</u>
	Angles And Field Depth			
ULTRA-D3	Ultra Compact Scanning System For A Wide Range Of Speeds, Angles And Field Depth	09/190,531 <i>Pat no: 6,118,569</i>	11/12/98	Pending
97-40195-US	Low Power Pen Shaped And Wearable Scan System With Ergonomic Actuation	08/854,809 <i>Pct. no: 6,006,994</i>	05/12/97	Allowed
97-40195-US-D1	Low Power Pen Shaped and Wearable Scan System with Ergonomic Actuation	09/428,119	11/27/99	Pending
97-40198-US	Reflective Switch	5,831,261	11/03/98	Issued
97-40198-US-D1	Reflective Switch	09/182,264 <i>Pat no: 6,067,154</i>	10/29/98	Pending
97-40367-US	Proximity Switch System For Electronic Equipment	5,933,288	08/03/99	Issued
97-40367-US-D1	Proximity Switch System For Electronic Equipment	5,973,318	10/26/99	Issued
99-40050-US	Articulated Scan Elements With Elastomeric Hinges And Methods For Manufacture Of Same	09/286,577	04/05/99	Pending

4.12.(b) Shareholder Patents

1. All patents listed in Schedule 4.12.(a) name George A. Plesko as inventor, and have been assigned to GEO Labs, Inc.
2. U.S. Patent Number 4,534,459 assigned by George A. Plesko to Mars, Incorporated.
3. U.S. Patent Number 4,488,116 assigned by George A. Plesko to Mars, Incorporated.

4.12.(c) Chain of Assignment

1. All patents listed in Schedule 4.12.(a) have been assigned directly from the inventor, George A. Plesko, to GEO Labs, Inc.

**4.12.(f) Infringement**

1. All of the patents listed under 4.12.(a) have been licensed to GAP Technologies, Inc. under the licensing agreement attached hereto at Schedule 1.1(c).

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