

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/14/1997
CONVEYING PARTY DATA	
Name	Execution Date
DH Technology, Inc.	07/14/1997
RECEIVING PARTY DATA	
Name:	Axiohm S.A.
Street Address:	BP 675-1 a rue D'Arceuil
City:	Montrouge Cedex
State/Country:	FRANCE
Postal Code:	92542
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6293469
Patent Number:	6439454
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Total Attachments: 12	

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AGREEMENT AND PLAN OF MERGER

Among

AXIOHM S.A.

AX ACQUISITION CORPORATION

and

DH TECHNOLOGY, INC.

Dated as of July 14, 1997

U9738010\10MRGEOK.009

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ANNEX A Offer Conditions

ANNEX B Company Outstanding Options

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of July 14, 1997 (the "**Agreement**"), among AXIOHM S.A., a French corporation ("**Parent**"), AX ACQUISITION CORPORATION, a California corporation ("**Purchaser**") and a wholly-owned subsidiary of Axiohm IPB, Inc., a Delaware corporation ("**IPB**") which is a wholly-owned subsidiary of Parent and DH TECHNOLOGY, INC. a California corporation (the "**Company**").

WHEREAS, the Boards of Directors of Parent, Purchaser and the Company have each determined that it is in the best interests of their respective shareholders for the principal shareholders of Parent to acquire the Company upon the terms and subject to the conditions set forth herein;

WHEREAS, in furtherance of such acquisition, it is proposed that Purchaser shall make a cash tender offer (the "**Offer**") to acquire up to 7.0 million shares (the "**Specified Number**") of Common Stock, no par value, of the Company ("**Company Common Stock**"), representing approximately 88% of the outstanding shares of Company Common Stock as of the date hereof (such shares of Company Common Stock being hereinafter collectively referred to herein as "**Shares**") for \$25.00 per Share net to the seller in cash (such amount, or any greater amount per Share paid pursuant to the Offer, being hereinafter referred to as the "**Per Share Amount**"); upon the terms and subject to the conditions of this Agreement and the Offer;

WHEREAS, the Board of Directors of the Company has unanimously consented to the making of the Offer by Purchaser and resolved and agreed to recommend that holders of Shares tender their Shares pursuant to the Offer;

WHEREAS, also in furtherance of such acquisition, the respective Boards of Directors of Parent, Purchaser and the Company have each approved (i) the purchases (collectively, the "**Axiohm Exchange**") to be made by Purchaser from the shareholders of Parent, of all of the outstanding shares (each, a "**Parent Share**") of the common stock of Parent (the "**Parent Stock**") held by such shareholders for an aggregate of 5,518,524 Shares and approximately \$12.2 million (or, if at the closing of the Axiohm Exchange, Purchaser does not have available the financing necessary to pay the entire amount of such cash, an aggregate of 5,883,732 Shares and approximately \$4.3 million); (ii) the sale by IPB to the Company and the purchase by the Company from IPB (the "**Acquisition of Purchaser**") of all of the outstanding capital stock of Purchaser in exchange for the assumption by the Company, on a joint and several basis with Purchaser, of any and all obligations with respect to indebtedness incurred, or preferred stock issued, by Purchaser or IPB in connection with the Offer and the Axiohm Exchange (which obligations shall not exceed \$199 million); (iii) the merger (the "**Merger**") of Purchaser with and into the Company in accordance with the California General Corporation Law ("**CGCL**") following the consummation of the Offer, the Axiohm Exchange and the Acquisition of Purchaser

(f) Registration of Resales of Exchange Shares. (i) As soon as practicable following the Axiohm Exchange Closing, the Company shall (A) cause to be filed with the SEC, a registration statement on Form S-3 (the "**Registration Statement**") under the Act relating to the resale by the Parent Holders of the Exchange Shares, (B) use their reasonable best efforts to cause such Registration Statement to become effective at the earliest possible time, (C) in connection with the foregoing, file (I) all pre-effective amendments to such Registration Statement as may be necessary in order to cause such Registration Statement to become effective and (II) if applicable, a post-effective amendment to such Registration Statement pursuant to Rule 430A under the Act, (D) take any action (other than qualifying to do business in any jurisdiction in which it is not now qualified) required to be taken under any applicable state securities laws in connection with the resale of the Exchange Shares; and (E) prepare all documents, notices and announcements required in connection with the resale of such Exchange Shares, including the prospectus included in the Registration Statement (the "**Prospectus**"), and cause the Prospectus to be mailed to and otherwise made available to the Parent Holders.

(ii) The Company shall cause the Registration Statement relating to the resale of the Exchange Shares to be continuously effective for a period of not less than two years.

SECTION 2.2 Acquisition of Purchaser. Simultaneously with the Axiohm Exchange Closing, the Company and Parent hereby agree that the Company shall purchase from IPB and Parent shall cause IPB to sell to the Company all shares of the capital stock of Purchaser which are owned by IPB in exchange for the assumption by the Company, on a joint and several basis with Purchaser, of any and all obligations with respect to indebtedness incurred, or preferred stock issued, by Purchaser or IPB in connection with the Offer and the Axiohm Exchange, which obligations shall not exceed \$199 million. The transactions contemplated by this Section 2.2 are referred to herein as the "**Acquisition of Purchaser.**"

SECTION 2.3 The Merger. (a) Upon the terms and subject to the conditions of this Agreement and in accordance with the CGCL, at the Effective Time (as defined in Section 2.3(b)), Purchaser shall be merged with and into the Company. As a result of the Merger, the separate corporate existence of Purchaser shall cease and the Company shall continue as the surviving corporation of the Merger (the "**Surviving Corporation**"), with the name Axiohm Inc.

(b) Effective Time of the Merger. As soon as practicable after the satisfaction or waiver of the conditions set forth in Article VII, the parties hereto shall cause the Merger to be consummated by filing an Agreement of Merger (the "**Agreement of Merger**") with the Secretary of State of the State of California, in such form as required by and executed in accordance with the relevant provisions of the CGCL (the date and time of the filing of the Agreement of Merger with the Secretary of State of the State of California (or such later time as is specified in the Agreement of Merger) being the "**Effective Time**").

SECTION 3.5 Absence of Certain Changes, Events or Conditions. Since January 1, 1997, other than as disclosed in the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 1997, (i) the Company has not incurred any liabilities of any nature, whether or not accrued, contingent or otherwise, which would have a Material Adverse Effect on the Corporation, and (ii) there have been no events, changes or effects with respect to the Company and the Company Subsidiaries having or which could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Corporation, and (iii) the Company and the Company Subsidiaries have conducted their businesses only in the ordinary course and in a manner consistent with prior practice.

SECTION 3.6 No Default. Neither the Company nor any of the Company Subsidiaries is in default or violation (and no event has occurred which with notice or the lapse of time or both would constitute a default or violation) of any term, condition or provision of (i) its Articles of Incorporation or By-Laws (or similar governing documents), (ii) any note, bond, mortgage, indenture, lease, license, contract, agreement or other instrument or obligation to which the Company or any of the Company Subsidiaries is now a party or by which any of them or any of their respective properties or assets may be bound, or (iii) any order, writ, injunction, decree, law, statute, rule or regulation applicable to the Company, any of the Company Subsidiaries or any of their respective properties or assets, except in the case of (ii) or (iii) for violations, breaches or defaults that would not, individually or in the aggregate, have a Material Adverse Effect on the Corporation.

SECTION 3.7 Litigation, Etc. (i) There is no suit, claim, action, proceeding or investigation pending or, to the knowledge of the Company, threatened against the Company or any of the Company Subsidiaries or any of their respective properties or assets before any court, administrative agency or commission or other governmental authority or instrumentality ("Governmental Entity") which, individually or in the aggregate, could have a Material Adverse Effect on the Corporation if decided adversely to the Corporation or could prevent or delay the consummation of the transactions contemplated by this Agreement, and (ii) neither the Company nor any of the Company Subsidiaries is subject to any outstanding order, writ, injunction or decree which, insofar as can be reasonably foreseen, individually or in the aggregate, in the future could have a Material Adverse Effect on the Corporation or could prevent or delay the consummation of the transactions contemplated hereby.

SECTION 3.8 Intellectual Property. (a) The Company or one of the Company Subsidiaries owns, or is licensed or otherwise possesses legally enforceable rights to use, all patents, trademarks, trade names, service marks, copyrights, and any applications for such patents, trademarks, trade names, service marks and copyrights, processes, formulae, methods, schematics, technology, know-how, computer software programs or applications and tangible or intangible proprietary information or material that are necessary to conduct the business of the Corporation as currently conducted, or proposed to be conducted, the absence of which would be reasonably likely to have a Material Adverse Effect on the Corporation (the "Company Intellectual

Property Rights"). The Company Disclosure Schedule lists (i) all patents and patent applications and all trademarks, registered copyrights, trade names and service marks which the Company considers to be material to the business of the Corporation and which are included in the Company Intellectual Property Rights, including the jurisdictions in which each such Company Intellectual Property Right has been issued or registered or in which any such application for such issuance and registration has been filed, (ii) all material licenses, sublicenses and other agreements as to which the Company or any of the Company Subsidiaries is a party and pursuant to which any person is authorized to use any Company Intellectual Property Rights, and (iii) all material licenses, sublicenses and other agreements as to which the Company or any of the Company Subsidiaries is a party and pursuant to which the Company or any of the Company Subsidiaries is authorized to use any third party patents, trademarks or copyrights, including software ("**Company Third Party Intellectual Property Rights**") which are incorporated in or form a part of any Corporation product that is material to its business.

(b) Neither the Company nor any of the Company Subsidiaries is, nor will any of them be as a result of the execution and delivery of this Agreement or the performance of its obligations under this Agreement, in breach of any license, sublicense or other agreement relating to the Company Intellectual Property Rights or Company Third Party Intellectual Property Rights, the breach of which could have a Material Adverse Effect on the Corporation.

(c) To the Company's knowledge, all patents, registered trademarks, service marks and copyrights held by the Company or any of the Company Subsidiaries are valid and subsisting. Neither the Company nor any of the Company Subsidiaries (i) has been sued (or threatened with suit or notified of a claim) involving a claim of infringement of any patents, trademarks, service marks, copyrights or violation of any trade secret or other proprietary right of any third party; and (ii) has any knowledge that the manufacturing, marketing, licensing or sale of its products or services infringes any patent, trademark, service mark, copyright, trade secret or other proprietary right of any third party.

SECTION 3.9 No Excess Parachute Payments: Section 162(m) of the Code. (i) The acceleration of the vesting of certain of the Company Outstanding Options which are owned by Walter S. Sobon, the Company's Chief Financial Officer, as a result of any of the transactions contemplated by this Agreement will not be characterized as an "excess parachute payment" (as such term is defined in Section 280G(b)(1) of the Internal Revenue Code of 1986, as amended (the "**Code**")) and (ii) the disallowance of a deduction under Section 162(m) of the Code for employee remuneration will not apply to any amount paid or payable by the Company or any Company Subsidiary under any contract, benefit plan, program, arrangement or understanding currently in effect.

SECTION 3.10 Environmental Laws and Regulations. (i) The Company and each of the Company Subsidiaries is in compliance with all applicable Federal, state, foreign and local laws and regulations relating to pollution or protection of human health or the environment

IN WITNESS WHEREOF, Parent, Purchaser and the Company have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

AXIOHM S.A.

By: [Signature]
 Name: Patrice Duvy
 Title: Chairman of the Board

Attest:

By: [Signature]
 Name: Cecilia Gilles
 Title: Secretary

AX ACQUISITION CORPORATION

By: [Signature]
 Name: Patrice Duvy
 Title: President

Attest:

By: [Signature]
 Name: Cecilia Gilles
 Title: Secretary

DE TECHNOLOGY, INC.
 By: [Signature]
 Name: William H. Gibbs
 Title: Chairman & CEO

Attest:

By: [Signature]
 Name: James W. Shanks
 Title: Secretary

Schedule 3.8: Intellectual Property

1. See Attachment 3.8(a) for a listing of all material patents and patent applications held or filed by the Company in the United States and foreign jurisdictions.

- US 13 US Patent No. 4,884,904 issued 12/05/89 for
BAR CODE PRINTER
Status: Expires 12/05/06
- 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 App # 08/127,853
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

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