

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PURCHASE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Axiom Transactions Solutions, Inc.	12/27/2003
RECEIVING PARTY DATA	
Name:	Peripheral Solutions, Inc.
Street Address:	860 College View Drive
City:	Riverton
State/Country:	WYOMING
Postal Code:	82501
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6293469
Patent Number:	6439454
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	PER-019759 US GEN
NAME OF SUBMITTER:	John R. Hlavka
Total Attachments: 4 source=PURCHASE AGREEMENT#page1.tif source=PURCHASE AGREEMENT#page2.tif source=PURCHASE AGREEMENT#page3.tif source=PURCHASE AGREEMENT#page4.tif	

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ASSET PURCHASE AND SALE AGREEMENT

by and between

AXIOHM TRANSACTION SOLUTIONS, INC.

and

PERIPHERAL SOLUTIONS, INC.

Entered into as of the 27 day of December, 2003

ASSET PURCHASE AND SALE AGREEMENT

This **ASSET PURCHASE AND SALE AGREEMENT** (this "Agreement"), is entered into as of this 27 day of December, 2003 by and between Peripheral Solutions, Inc., a Wyoming corporation ("Buyer"), and Axiohm Transaction Solutions, Inc., a Delaware corporation ("Seller").

RECITALS:

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell, assign and transfer to Buyer, certain assets related exclusively to Seller's manufacturing, distribution and sales operations located in Riverton, Wyoming (the "Business"), and Buyer has agreed to assume certain liabilities of Seller related exclusively to the Business, all upon the terms and subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants of the parties set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

SALE AND TRANSFER OF ASSETS

Section 1.1. Purchase and Sale of Assets. Upon the terms of this Agreement, Seller hereby sells, assigns, transfers and conveys to Buyer, and Buyer hereby purchases and acquires from Seller, all of the following assets, properties and rights (collectively, the "Assets"):

(a) all inventories of raw materials, work in process and finished goods, wherever located, related exclusively to those products of the Business (the "Products") set forth on Schedule 1.1(a) (collectively, "Inventory");

(b) all machinery, equipment, furniture, fixtures, owned office equipment and other tangible personal property located at the 860 Collegeview Drive, Riverton, Wyoming facility, the model shop located at 2431 Peck Avenue, Riverton, Wyoming, and those two warehouse storage facilities used in the Business and located in Riverton, Wyoming (collectively, the "Facilities"), as set forth on Schedule 1.1(b) (collectively, "Equipment");

(c) all tooling for production that is related exclusively to the Products, including any such items located at any third-party manufacturer,

(d) all contracts, agreements, commitments, purchase orders (including all vendor, supplier and customer purchase orders), leases, licenses or arrangements that relate exclusively to the Business as set forth on Schedule 1.1(d), but excluding the Benefit Plans (as defined in Section 4.2 below) (collectively, "Commitments");

(e) all books and records of the Business, including all business records, documents, personnel records with respect to all Employees, customer lists, vendor lists, catalogs and advertising material used for the marketing of the Products, and other tangible data (collectively, the "Business Records"); provided, however, that Seller shall be entitled to make and retain copies of such Business Records to the extent that they relate in any way to an Excluded Asset or an Excluded Liability;

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

SELLER:

AXIOHM TRANSACTION SOLUTIONS, INC.

By:



Lindsey N. Allen, President

BUYER:

PERIPHERAL SOLUTIONS, INC.

By:



Name:

Kevin Bersbrink

Title:

President

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Patents

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

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 11:

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

US Patent No. **4,685,815** issued 8/11/87 for PRINTING APPARATUS
Status: Expires 8/11/04

United States Patent Application filed 10/4/96 for TRANSACTION PRINTER (*UPDATE: US Patent No. 6,293,469 issued 9/25/2001*)

US Patent No. **4,544,293** issued 10/1/85 for PRINTER APP & CUTTING MECHANISM
Status: Expires 10/1/02

US Patent No. **D308072** issued 5/22/90 for PRINTER MECHANISM (DESIGN)
Status: Expires 5/22/04

US Patent No. **D308072** issued 5/22/90 for PRINTER (DESIGN)

US Patent No. **4,810,110** issued 3/7/89 for FORM THICKNESS COMPENSATOR WITH CUTTER;
PRINTER MECHANISM

US Patent No. **D273868** issued 5/15/84 for PAPER GUIDE FOR PRINTER TERMINAL

US Patent No. **6,439,454** issued August 27, 2002 for Transaction Printer

US Patent No. **6,155,731** issued December 5, 2000 for Printing Apparatus With Cover Actuated Drive Source