

09-13-1999



101144416

MRD
9-9-99

RECORDATION FORM COVER SHEET TRADEMARKS 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
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached
 Execution Date
 Month Day Year
 08-30-1999

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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 should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

09/10/1999 JSHABAZZ 00000038 74645219

01 FC:481 40.00 OP
02 FC:482 400.00 OP

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 the
 Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20503

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

RETURN TO:
 FEDERAL RESEARCH CORP.
 400 SEVENTH STREET NW
 SUITE 101
 WASHINGTON DC 20004

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

74645219	75392457	75222639
75392458	75484499	75484486
75484498	75484497	75484488

1388088	1049958	1445004
1446158	1838983	

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.)

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.

Erica Peterson

Name of Person Signing

Signature

9/8/99

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

RETURN TO:
FEDERAL RESEARCH CORP.

DBA/AKA/TA

Composed of

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Address (line 2)

Address (line 3)

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State/Country

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Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75484485	75484487	75506823

**RELEASE OF SECURITY
INTEREST IN TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS
(the "Release") made as of the 30th day of August, 1999 by BANK ONE, NA with an office at 100 East Broad Street, 18th Floor, Columbus OH 43271-0158 ("Bank One").

W I T N E S S E T H:

WHEREAS, Pursuant to Amendment No. 1 to the Credit Agreement which Amendment was dated as of August 6, 1996 by and between Telxon Corporation (the "Borrower"), the lenders thereto and The Bank of New York, as Issuer, Swing Line Lender and Agent (the "Agent") and the Intercreditor Agreement dated as of August 6, 1996, by and between Bank One and the Agent, as acknowledged by the Borrower, Bank One extended to Borrower a certain Twenty Million Dollar (\$20,000,000.00) revolving line of credit which is evidenced by the Business Purpose Revolving Promissory Note dated August 4, 1998 and a Standby Letter of Credit No. 047769 dated April 25, 1996 in the amount of \$75,608.33;

WHEREAS, the Borrower, Teletransaction, Inc., Penright! Corporation, and Meta Holding Corporation (collectively, the "Grantors") entered into a Patent and Trademark Security Agreement dated as of March 26, 1999 (the "Patent and Trademark Security Agreement"), pursuant to which each Grantor assigned, conveyed and transferred unto Bank One, on the terms and conditions contained in the Patent and Trademark Security Agreement, and as additional security for the Secured Obligations (as defined in the Patent and Trademark Security Agreement), a lien upon all of each Grantor's right, title and interest in, to and under the Trademarks (as defined in the Patent and Trademark Security Agreement) and under the goodwill of the business symbolized by the Trademarks, and in, to, and under all assets deriving from and relating to the Trademarks, including, without limitation, license fees and other payments due thereon or in connection therewith;

WHEREAS, the Patent and Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the "PTO") as Document no. 101018077A in Reel 1887, Frame 0168 on April 13, 1999;

NOW, THEREFORE, in consideration of these premises, Bank One hereby agrees as follows:

I. Bank One hereby re-assigns and releases to each Grantor and terminates all right, title and interest that Bank One has in and to the Trademarks listed on Schedule A attached hereto (the "Released Trademarks") and all proceeds of the foregoing; and all general intangibles associated with the foregoing, including without limitation, all goodwill associated in any way with such Released Trademarks; the right to sue for past,

present and future infringements, and all rights corresponding thereto; and all rights relating to any related Trademarks or Trademark applications existing in the past, present or future. Bank One will execute and deliver to each Grantor, in a commercially reasonable manner, at each Grantor's expense, such additional documents as may be reasonably necessary, which are intended to terminate any interest of Bank One in the Released Trademarks.

II. This Release shall be governed by, and construed in accordance with, the laws of the State of Ohio.

III. This Release may be executed in two or more counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

BANK ONE, NA

By: Joseph E. Manley
Name: JOSEPH E. MANLEY
Title: VICE PRESIDENT

**ACCEPTED AND AGREED AS OF
THIS 30th DAY OF AUGUST, 1999**

**TELXON CORPORATION
TELETRANSACTION, INC.
PENRIGHT! CORPORATION
META HOLDING CORPORATION**

By: W. M. McGee
Name: W. M. MCGEE
Title: VP/CFO

SCHEDULE A
TO THE RELEASE
OF SECURITY INTEREST
IN TRADEMARKS

TELXON TRADEMARK APPLICATIONS

SERIAL NO	MARK
74/645219	SRD
75/392457	AirAware (Stylized)
75/222639	AirAware
75/392458	Orbiting Ball
75/484499	AirGo
75/484486	AirVu
75/484498	AirGate
75/484497	AirBeam
75/484488	AirXon
75/484485	AirVision
75/484487	AirWorx
75/506823	Air I-O

TELXON TRADEMARKS

MARQUE	REG. NO.
TELXON (Stylized)	1,388,088
TELXON	1,049,958
TPRO	1,445,004
TCAL	1,446,158
GCP	1,838,983