

09-13-1999



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MRO  
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
  - Merger  Change of Name
  - Other
- Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)   
City State/Country Zip Code

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

09/10/1999 JSHADAZZ 00000037 1892801

FOR OFFICE USE ONLY

01 FC:481 40.00 DP  
02 FC:482 150.00 DP

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:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20221  
TEL: 001956 FRAME: 0559

**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  
408 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)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

<input type="text" value="1892801"/>	<input type="text" value="1776350"/>	<input type="text" value="1756547"/>
<input type="text" value="1774646"/>	<input type="text" value="1645860"/>	<input type="text" value="1762535"/>
<input type="text" value="1778782"/>	<input type="text"/>	<input type="text"/>

**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

**RELEASE OF SECURITY  
INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "Release") made as of the 30<sup>th</sup> day of August, 1999 by BANK ONE, NA with an office at 100 East Broad Street, 18<sup>th</sup> 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 30<sup>th</sup> DAY OF AUGUST, 1999**

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

By: W.M. Midgee  
Name: W.M. MIDGEE  
Title: VP/CFO

SCHEDULE A  
TO THE RELEASE  
OF SECURITY INTEREST  
IN TRADEMARKS

PENRIGHT! TRADEMARKS

MARK	REG. NO.
DATANODE	1,892,801
CODESTART	1,776,350
PENRIGHT!	1,756,547
PENRIGHT! & DESIGN	1,774,646
FIELDNET	1,645,860
PENRIGHT! PRO	1,762,535
PENRESOURCE	1,778,782