

12-29-2003

12-29-03

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌ ▼



102633638

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

PSC Scanning, Inc.

- Individual(s)
- General Partnership
- Corporation-State - Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 12/23/03

2. Name and address of receiving party(ies)

Name: Wells Fargo Foothill, Inc.

Internal
Address: Suite 1450

Street Address: 1000 Abernathy Road

City: Atlanta State: GA Zip: 30328

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,861,693

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name:

Interr
Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

Street Address:

City: State: Zip:

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Michael A. Witt, Esq.
Name of Person Signing

Signature

December 23, 2003
Date

Total number of pages including cover sheet, attachments, and document:

27

12/30/2003 LHMELLER 00000006 1861693

01 FC:8521

40.00 99

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002886 FRAME: 0575

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Security Agreement**") dated as of December 23, 2003, is made by **PSC SCANNING, INC.**, a Delaware corporation ("**Assignor**"), in favor of **WELLS FARGO FOOTHILL, INC.** (together with its successors and assigns, "**Agent**"), as agent for the Lenders (as identified below) and the Bank Product Providers.

WITNESSETH:

WHEREAS, **PSC INC.**, a New York corporation and Assignor (individually a "**Borrower**" and collectively, "**Borrowers**"), are parties with the Agent (as the arranger and administrative agent), and the lenders identified on the signature pages thereto (such lenders, together with their respective successors and permitted assigns, the "**Lenders**"), to that certain Loan and Security Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, the "**Loan Agreement**"), which provides (i) for Lender to make certain loans to Borrowers, and (ii) for the grant by each Borrowers to Agent of a security interest in Borrowers' assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, copyrights, service marks, service mark applications, goodwill and licenses, and all proceeds thereof.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor (intending to be legally bound hereby) agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment when due or declared due of all indebtedness, liabilities, obligations (including the Obligations), or undertakings owing by Assignor to the Agent, the Lenders or any Bank Product Provider of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, this Security Agreement, or any of the other Loan Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest, costs, indemnities, fees (including attorneys fees) and expenses (including interest, costs, indemnities, fees, and expenses that, but for the provisions of the Bankruptcy Code, would have accrued irrespective of whether a claim therefor is allowed) and any and all other amounts which Assignor is required to pay pursuant to any of the foregoing, by law, or otherwise owing by the Borrowers to Lenders, Agent and/or the Bank Product Providers, including, without limitation, the "**Obligations**" as defined in the Loan Agreement (collectively, the "**Obligations**"), Assignor hereby grants to Agent, for the benefit of the Lenders and the Bank Product Providers, a first priority perfected security interest and lien having priority over all other security interests and liens, with power of sale, upon the occurrence of an Event of Default (as defined in the Loan Agreement), all of Assignor's right, title and

interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the “**Intellectual Property**”):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a “**Patent**” and, collectively, as the “**Patents**”); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a “**Trademark**” and, collectively, as the “**Trademarks**”); and

(iii) rights under or interests in any patent, trademark, or copyright license agreements with any other Person (to the extent such license agreements may be assigned without violating the terms of any such license agreement; provided that each such license agreement shall be deemed automatically assigned to Agent as security and Assignor shall execute any and all documents that Agent may from time to time request relating thereto at such time as any such restriction shall no longer be applicable) with respect to any of the Intellectual Property or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between Assignor and any other Person, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and Assignor’s rights thereunder are referred to collectively as the “**Licenses**”); and

(iv) the goodwill of Assignor’s business connected with and symbolized by the Trademarks; and

(v) copyrights, copyright registrations and copyright applications, used in the United States and elsewhere, including, without limitation, the copyright registrations and copyright applications listed on Exhibit D attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for

past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the “**Copyrights**”); and

(vi) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by Assignor, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the “**Trade Secrets**”).

3. Representations and Warranties. Assignor hereby represents and warrants to Agent for the benefit of the Lenders and the Bank Product Providers, which representations and warranties shall survive the execution and delivery of this Security Agreement, that:

(i) None of the Intellectual Property has been adjudged invalid or unenforceable nor has any such Intellectual Property been cancelled, in whole or in part, and each such Intellectual Property is presently subsisting;

(ii) None of the Intellectual Property infringes upon the rights or property of any other Person or is currently being challenged in any way, and there are no pending or, to the knowledge of the Assignor, threatened claims, litigation, proceedings or other investigations regarding any of the Intellectual Property;

(iii) Each of the Intellectual Property material to the Assignor’s business is valid and enforceable, and the Assignor has adopted adequate precautions to protect its Trade Secrets from unauthorized or accidental disclosure;

(iv) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property, free and clear of any liens, security interests, mortgages, charges and encumbrances, including, without limitation, licenses, consent-to-use agreements, shop rights and covenants by Assignor not to sue third Persons;

(v) Assignor has adopted, used and is currently using all of the Trademarks, and Assignor’s use thereof does not infringe the intellectual property rights of any person or entity;

(vi) Assignor has no notice or knowledge of any suits or actions commenced or threatened with reference to or in connection with any of the Intellectual Property;

(vii) Assignor has the unqualified right to execute and deliver this Security Agreement and perform its terms, this Security Agreement has been executed and delivered by a duly authorized officer of Assignor, and this Security Agreement is a legally enforceable obligation of Assignor;

(viii) No trademark opposition or cancellation proceedings have ever been filed with the United States Patent and Trademark Office against any of the Trademarks; and

(ix) The Licenses, complete copies of which have been provided to Assignor, are valid and binding agreements, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws from time to time in effect). Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

4. Restrictions on Future Agreements. Assignor agrees that until all Obligations shall have been satisfied and paid in full and the Loan Agreement shall have been terminated, Assignor shall not, without the prior written consent of Agent (upon direction from the Required Lenders), sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under (other than non-exclusive licenses in the ordinary course of business), the Intellectual Property, or enter into any other agreement with respect to the Intellectual Property, and Assignor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including, without limitation, licensees or sublicensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights provided or transferred to Agent under this Security Agreement.

5. New Intellectual Property. Assignor hereby represents and warrants to Agent for the benefit of the Lenders and the Bank Product Providers that the Intellectual Property listed on Exhibits A, B, C, and D, respectively, constitute all of the Intellectual Property now owned by Assignor. If, before all Obligations shall have been satisfied in full or before the Loan Agreement has been terminated, Assignor shall (i) become aware of any existing Intellectual Property of which Assignor has not previously informed Agent, (ii) obtain rights to any new patentable inventions or other Intellectual Property, or (iii) become entitled to the benefit of any Intellectual Property which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Assignor shall give to Agent prompt written notice thereof. Assignor hereby authorizes Agent to modify this Security Agreement by amending Exhibits A, B, C, and D, as applicable, to include any such Intellectual Property, and to file or refile this Security Agreement with the U.S Patent and Trademark Office and U.S. Copyright Office. Assignor agrees to execute and deliver any and all documents and instruments necessary or advisable to record or preserve Agent's interest in all Intellectual Property added to Exhibits A, B, C, and D pursuant to this Section.

6. Royalties; Terms; Rights Upon Default. The term of this Security Agreement shall extend until the earlier of (i) the expiration of all of the respective Intellectual Property collaterally assigned hereunder, and (ii) the indefeasible payment in full of all Obligations and the termination of the Loan Agreement. Assignor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Agent for the benefit of the Lenders and the Bank Product Providers of all Intellectual Property shall be worldwide and as extensive as the rights of Assignor to use such Intellectual Property, and without any liability for royalties or other related charges from Agent, Lenders or the Bank Product Providers to Assignor. Upon the occurrence of any Event of Default, Assignor hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to Agent

for the benefit of the Lenders and the Bank Product Providers as assignee of Assignor's entire interest therein; (b) the Register of Copyrights, United States Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to Agent for the benefit of the Lenders and the Bank Product Providers as assignee of Assignor's entire interest therein; and (c) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) to issue any and all certificates of registration or renewal for all of the Trademarks to Agent for the benefit of the Lenders and the Bank Product Providers as assignee of Assignor's entire interest therein and in the goodwill of Assignor's business connected therewith and symbolized thereby.

7. [Intentionally omitted]

8. Agent's Right to Inspect; Trademark Quality Control. Agent shall have the right, at any time and from time to time with prior notice (unless an Event of Default has occurred and is continuing in which case prior notice shall not be required) and during normal business hours and prior to payment in full of all Obligations and termination of the Loan Agreement, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Assignor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide Agent, upon Agent's request from time to time, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing. Upon the occurrence of an Event of Default, Assignor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. The foregoing notwithstanding, unless and until an Event of Default shall have occurred, Agent agrees to hold confidential and not disclose or use any non-public information regarding any Patent, Trademark or License unless such disclosure is required by applicable law or court order. This obligation shall survive the termination of this Agreement, the release of the security interest herein and such reassignment of the Intellectual Property, as applicable, unless such termination is due to an Event of Default.

9. Release of Security Agreement. Upon the payment and performance in full in cash of the Obligations, including the cash collateralization, expiration or cancellation of all Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Security Agreement shall terminate, and Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by Assignor, at Assignor's expense, as shall be necessary to evidence termination of the security interest granted by Assignor to Agent for the benefit of the Lenders and the Bank Product Providers hereunder.

10. Expenses. All costs and expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrowers. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by Agent (for the benefit of the Lenders and the Bank Product Providers) in connection with the filing or recording of any documents (including all taxes in

connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne by and paid by Borrowers on demand by Agent on behalf of the Lenders and the Bank Product Providers and until so paid shall bear interest at the "default rate of interest" set forth in Section 2.6(c) of the Loan Agreement.

11. Duties of Assignor. Assignor shall have the duty to the extent commercially reasonable and in Assignor's good faith business judgment: (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until all Obligations shall have been paid in full and the Loan Agreement has been terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, (iii) to preserve and maintain all rights in the Intellectual Property (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of Assignor in its Trademarks), and (iv) to ensure that the Intellectual Property is and remains enforceable. Any and all costs and expenses incurred in connection with Assignor's obligations under this Section 11 shall be borne by Assignor. Assignor shall not knowingly or unreasonably abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Intellectual Property, without the prior written consent of Agent (at the direction of the Required Lenders).

12. Agent's Right to Sue. After an Event of Default, Agent for the benefit of the Lenders and the Bank Product Providers shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property, and, if Agent shall commence any such suit (at the direction of the Required Lenders), Assignor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by Agent for the benefit of the Lenders and the Bank Product Providers in aid of such enforcement and Borrowers shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Agent (for the benefit of the Lenders and the Bank Product Providers) in the exercise of its rights under this Section 12.

13. Waivers. No course of dealing between Assignor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

15. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the Assignor and the Agent (at the direction of the Required Lenders).

16. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Agent's rights and remedies with respect to the Intellectual Property (for the benefit of the Lenders and the Bank Product Providers), whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Agent for the benefit of the Lenders and the Bank Product Providers upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to, for the benefit of the Lenders and the Bank Product Providers, (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement has been terminated. Assignor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York.

17. Indemnification. Assignor hereby agrees to and shall defend, indemnify, save, and hold Agent, the Lenders and the Bank Product Providers and each of their respective officers, directors, employees, affiliates, and agents harmless from and against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any person or entity arising out of or relating to this Security Agreement or the transactions contemplated hereby, and (b) all costs, expenses, charges, penalties, damages, and losses (including, without limitation, reasonable attorneys' fees and out-of-pocket costs and expenses) in any way suffered, incurred, or paid by Agent (on behalf of the Lenders and/or the Bank Product Providers) as a result of or in any way arising out of, following, or consequential to this Security Agreement or the transactions contemplated hereby, except for any demands, claims, liabilities and losses suffered or incurred by Agent, any Lender or any Bank Product Provider because of its willful misconduct or gross negligence. The indemnification obligations of Assignor provided hereby shall survive the termination of this Security Agreement and the Loan Agreement.

18. Binding Effect; Benefits. This Security Agreement shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns; provided, however, Assignor shall not assign this Security Agreement or any of Assignor's obligations hereunder without the prior written consent of Agent.

19. Governing Law. This Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of New York, without regard to choice of law or conflict of law principles.

20. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. Any fax signature shall be deemed to be as legally enforceable and effective as a signed original.

21. Further Assurances. Assignor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein. Assignor acknowledges that a copy of this Security Agreement will be filed by the Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office, at the sole cost and expense of Assignor.

22. Survival of Representations. All representations and warranties of Assignor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Loan Agreement.

23. Foreign Patents, Copyrights and Trademarks. Upon the request of Agent at any time or from time to time, and at the sole cost and expense (including, without limitation, reasonable attorneys' fees) of Assignor, Assignor shall take all actions and execute and deliver any and all instruments, agreements, assignments, certificates and/or documents, reasonably required by Agent to collaterally assign any and all of Assignor's foreign patent, copyright and trademark registrations and applications now owned or hereafter acquired to and in favor of Agent. Upon the execution and delivery of any such collateral assignments or documents, the terms "Patents", "Copyrights", and "Trademarks" as used herein shall automatically be deemed amended to include such foreign patent, copyright and trademark registrations and applications without any action required by any person or entity.

24. Venue: Jury Trial Waiver. (a) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK OR, AT THE SOLE OPTION OF AGENT, IN ANY OTHER COURT IN WHICH AGENT SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY.

(b) TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED FOR CONSIDERATION TO AGENT, ASSIGNOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH AGENT ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR OTHERWISE RELATING TO THIS SECURITY AGREEMENT. ASSIGNOR HEREBY EXPRESSLY ACKNOWLEDGES THE

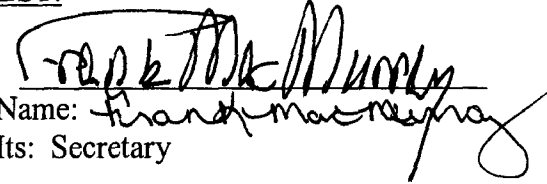
INCLUSION OF THIS JURY TRIAL WAIVER AND ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL REGARDING ITS MEANING.


[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed this Intellectual Property Security Agreement in favor of Agent (for the benefit of the Lenders and the Bank Product Providers), as of the date first written above.

PSC SCANNING, INC.

ATTEST:

By: 
Name: Frank Macgregor
Its: Secretary

By: 
Name: PAUL M. BROWN
Its: President

Agreed and Accepted as of this
___ day of December, 2003

WELLS FARGO FOOTHILL, INC.

By: _____
Name:
Its:

IN WITNESS WHEREOF, Assignor has duly executed this Intellectual Property Security Agreement in favor of Agent (for the benefit of the Lenders and the Bank Product Providers), as of the date first written above.

PSC SCANNING, INC.


ATTEST:

By: _____
Name:
Its: Secretary

By: _____
Name:
Its: President

Agreed and Accepted as of this
23rd day of December, 2003

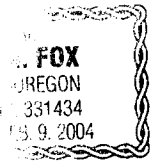
WELLS FARGO FOOTHILL, INC.

By: 
Name: Ronald J. Banks
Its: Vice President

STATE OF Oregon)
)
COUNTY OF Wash)

SS.

The foregoing Intellectual Property Security Agreement was executed and acknowledged before me this 10th day of December, 2003, by Paul Dusen and Frank [unclear], personally known to me (or proved to me on the basis of satisfactory evidence) to be the President and Secretary of PSC Scanning Inc., a Delaware corporation, on behalf of such corporation.



[Signature]
Notary Public

Wash County, Oregon

My Commission expires:
2-9-2004

Listed Owner	Inventor	Inventors Who Have Not Assigned	Title	Patent # / PTO Link	File Date	Issue Date
PSC Acquisition, Inc.	HOWARD	None	OPTICAL BEAM SCANNER WITH ROTATING MIRROR	4,699,447	2/27/1986	10/13/1987
PSC Acquisition, Inc.	HOWARD	None	POWER CONTROL SYSTEM FOR CONTROLLING THE POWER OUTPUT OF A MODULATED LASER DIODE	4,709,369	6/18/1985	11/24/1987
PSC Acquisition, Inc.	PETERSON TAUSSIG	None	SIGNAL TRANSITION DETECTION METHOD AND SYSTEM	4,749,879	6/18/1987	6/7/1988
PSC Acquisition, Inc.	CHERRY HOWARD	None	BAR CODE READER WITH COMPENSATION FOR SIGNAL VARIATION ON DIFFERENT SCAN LINES	4,792,666	9/30/1986	12/20/1988
PSC Acquisition, Inc.	CHERRY	None	METHOD AND SYSTEM FOR CONTROL OF A BAR CODE SCANNER THRESHOLD	4,798,943	9/30/1986	1/17/1989
PSC Acquisition, Inc.	HELLECKSON ACOSTA CAMPBELL CHERRY	None	SHALLOW BAR CODE SCANNER	4,799,164	9/12/1986	1/17/1989
PSC Acquisition, Inc.	ELLIOTT TABET	None	BAR CODE SCANNER LASER EMISSION REDUCTION	4,845,349	9/30/1986	7/4/1989
SPSS	ELLIOTT TABET	None	BAR CODE SCANNER AND METHOD OF PROGRAMMING	4,861,972	11/5/1987	8/29/1989
PSC Acquisition, Inc.	HELLECKSON CAMPBELL ACOSTA	None	OPTICAL SCAN PATTERN GENERATING ARRANGEMENT FOR A LASER SCANNER	4,861,973	6/18/1987	8/29/1989
SPSS	ELLIOTT ACTIS	None	BAR CODE SCANNER AND METHOD	4,866,257	11/19/1987	9/12/1989
PSC Acquisition, Inc.	HOWARD	None	LASER DIODE POWER CONTROL AND MODULATOR CIRCUIT	4,868,836	2/27/1986	9/19/1989
PSC Acquisition, Inc.	CHERRY TAUSSIG BROOKS	None	METHOD OF DECODING A BINARY SCAN SIGNAL	4,879,456	6/18/1987	11/7/1989
SPSS	RANDO ROBERTS	None	AUTOMATIC PACKAGE LABEL SCANNER	4,939,355	1/22/1988	7/3/1990
PSC Acquisition, Inc.	RANDO ROBERTS O'BRIEN	None	BAR CODE SCANNER WITH ASTERISK SCAN PATTERN	4,939,356	5/2/1989	7/3/1990
PSC Acquisition, Inc.	BROOKS CHERRY	None	BAR CODE SCANNER AND METHOD OF SCANNING	4,963,719	11/1/1989	10/16/1990
PSC Acquisition, Inc.	NOJIRI BRANDENBURG MILLS MILLION GUZZO	None	DATA GATHERING SYSTEM HOUSING/MOUNTING	4,971,177	3/24/1989	11/20/1990
PSC Acquisition, Inc.	NOJIRI MILLS MILLION LATIMER	None	SPIII CONTROL MOUNTING FOR DATE GATHERING SYSTEM	4,991,692	3/24/1989	2/12/1991
PSC Acquisition, Inc.	PETERSON	None	BRUSHLESS DC MOTOR SPEED CONTROL VIA POWER SUPPLY VOLTAGE LEVEL CONTROL	5,001,406	10/19/1988	3/19/1991

Listed Owner	Inventor	Inventors Who Have Not Assigned	Title	Patent # / PTO Link	File Date	Issue Date
PSC Acquisition, Inc.	LATIMER NOJIRI MILLION GRIMM PLATT	LATIMER NOJIRI MILLION GRIMM PLATT	SCALE CALIBRATION/ZEROING IN DATA GATHERING SYSTEM	5,086,879	9/4/1990	2/11/1992
SPSS	RANDO NOVAK	None	SCANNER WITH COUPON VALIDATION	5,128,520	8/11/1989	7/7/1992
PSC Acquisition, Inc.	ACTIS CHERRY TAUSSIG	None	BAR CODE SCANNING SYSTEM WITH MULTIPLE DECODING MICROPROCESSORS (DAT Chip)	5,144,118	3/5/1990	9/1/1992
SPSS	RANDO	None	POINTER BEAM FOR HAND-HELD LASER SCANNER	5,146,463	5/20/1991	9/8/1992
PSC Acquisition, Inc.	TAUSSIG TABET ISAACS	None	SCANNER SYSTEM INTERFACE	5,179,270	5/8/1989	1/12/1993
PSC Acquisition, Inc.	BROOKS	BROOKS	BAR CODE SCANNER AND METHOD OF SCANNING BAR CODES LABELS WITH OR WITHOUT AN ADD-ON CODE	5,198,649	6/27/1991	3/30/1993
SPSS	REDDERSEN	None	OPTICAL SYSTEM FOR DATA READING APPLICATIONS	5,202,784	1/10/1992	4/13/1993
PSC Acquisition, Inc.	RANDO	None	MODULAR HANDHELD OR FIXED SCANNER	5,214,270	11/22/1991	5/25/1993
SPSS	HARDEN SAUCEDA REDDERSEN LENART	None	DOME-SHAPED HANDHELD LASER SCANNER	5,229,590	6/10/1991	7/20/1993
PSC Acquisition, Inc.	SCHORR McRIGHT GUMMESON BOBBA	SCHORR McRIGHT GUMMESON	METHOD AND APPARATUS FOR MOUNTING A COMPACT OPTICAL SCANNER	5,232,185	6/15/1990	8/3/1993
SPSS	HARDEN SAUCEDA REDDERSEN LENART	None	BAR CODE SCANNER HOUSING ASSEMBLY	5,235,168	6/24/1991	8/10/1993
SPSS	HARDEN SAUCEDA REDDERSEN LENART	None	HANDHELD LASER SCANNER WITH CONTOURED HAND REST	5,237,162	6/10/1991	8/17/1993
PSC Acquisition, Inc.	ACTIS CHERRY TAUSSIG	ACTIS CHERRY TAUSSIG	BAR CODE SCANNING SYSTEM WITH CONVERTER MEANS AND MICROPROCESSOR MEANS CONTAINED IN A SINGLE INTEGRATED CIRCUIT	5,247,161	1/6/1992	9/21/1993
PSC Scanning, Inc.	RANDO ROBERTS ARENDS	None	SCANNING SYSTEM FOR PREFERENTIALLY ALIGNING A PACKAGE IN AN OPTIMAL SCANNING PLANE FOR DECODING A BAR CODE LABEL	5,256,864	9/24/1991	10/26/1993
SPSS	HARDEN SAUCEDA REDDERSEN LENART	None	HANDHELD LASER SCANNER WITH BUILT-IN STAND	5,274,219	6/10/1991	12/28/1993
SPSS	REDDERSEN	None	AIMING BEAM SYSTEM FOR OPTICAL DATA READING DEVICE	5,296,689	2/28/1992	3/22/1994
SPSS	ELLIOTT LORIS	None	SIGNAL PROCESSING APPARATUS AND METHOD	5,298,728	11/1/1991	3/29/1994
SPSS	BROOKS	None	BAR CODE SCANNER AND METHOD OF SCANNING	5,311,000	7/31/1992	5/10/1994

<u>Listed Owner</u>	<u>Inventor</u>	<u>Inventors Who Have Not Assigned</u>	<u>Title</u>	<u>Patent # / PTO Link</u>	<u>File Date</u>	<u>Issue Date</u>
PSC Acquisition, Inc.	RANDO	None	LASER BEAM SCANNER WITH LOW COST DITHERER MECHANISM	<u>5,329,103</u>	10/30/1991	7/12/1994
PSC Scanning, Inc.	REDDERSEN SHEPARD MOCH	REDDERSEN SHEPARD MOCH	MULTIPLE-INTERFACE SELECTION SYSTEM FOR COMPUTER PERIPHERALS	<u>5,330,370</u>	3/22/1993	7/19/1994
PSC Scanning, Inc.	REDDERSEN SHEPARD MOCH	None	MULTIPLE-INTERFACE SELECTION SYSTEM FOR COMPUTER PERIPHERALS	<u>5,347,113</u>	3/25/1993	9/13/1994
SPSS	RUDEEN	None	VARIABLE FOCUS OPTICAL SYSTEM FOR DATA READING	<u>5,347,121</u>	12/18/1992	9/13/1994
SPSS	ARENDS COLLEY LORIS PETERSON RING SCHLER	None	OPTICAL PROCESSING SYSTEM	<u>5,371,361</u>	2/1/1993	12/6/1994
SPSS	WILLIAMS MCQUEEN COLLEY BAILEY GUMMESON	None	COMBINED SCANNER AND SCALE	<u>5,410,108</u>	8/31/1992	4/25/1995
SPSS	REDDERSEN ARENDS CHERRY ACTIS	None	MULTIPLE FOCUS OPTICAL SYSTEM FOR DATA READING APPLICATIONS	<u>5,438,187</u>	6/18/1993	8/1/1995
SPSS	ARENDS ELLIOTT	None	OMNIDIRECTIONAL SCANNING METHOD AND APPARATUS	<u>5,446,271</u>	8/6/1993	8/29/1995
SPSS	ARENDS ELLIOTT	None	METHOD AND APPARATUS FOR DETECTING TRANSITIONS IN A TIME SAMPLED INPUT SIGNAL	<u>5,463,211</u>	5/7/1993	10/31/1995
PSC Scanning, Inc.	REDDERSEN GUMMESON HAYAKAWA LORIS ELLIOTT KETELSLEGER MACHIDA SUGAWARA KENYON DURANT	REDDERSEN GUMMESON HAYAKAWA LORIS ELLIOTT KETELSLEGER MACHIDA SUGAWARA KENYON DURANT	SCANNER ASSEMBLY	<u>5,475,206</u>	7/6/1994	12/12/1995
SPSS	BOBBA ACOSTA EUSTERMAN RING MCQUEEN RUDEEN ARENDS	None	MULTIPLE PLANE SCANNING SYSTEM FOR DATA READING APPLICATIONS	<u>5,475,207</u>	11/19/1993	12/12/1995
SPSS	DAVIS SHEPARD	None	VARIABLE FOCUS OPTICAL SYSTEM FOR DATA READING	<u>5,479,011</u>	12/7/1993	12/26/1995
PSC Scanning, Inc.	RANDO	None	METHOD AND APPARATUS FOR READING MULTIPLE BAR CODE FORMATS	<u>5,481,098</u>	1/19/1993	1/2/1996
PSC Scanning, Inc.	CHERRY DIEBALL	None	CHECKOUT COUNTER SCANNER HAVING MULTIPLE SCANNING SURFACES	<u>5,491,328</u>	1/26/1994	2/13/1996
PSC Scanning, Inc.	CHERRY DIEBALL	None	METHOD AND APPARATUS FOR RECOGNIZING AND ASSEMBLING OPTICAL CODE INFORMATION FROM PARTIALLY SCANNED SEGMENTS	<u>5,493,108</u>	12/22/1992	2/20/1996

Listed Owner	Inventor	Inventors Who Have Not Assigned	Title	Patent # / PTO Link	File Date	Issue Date
PSC Scanning, Inc.	REDDERSEN SHEPARD MOCH WILLIAMS	None	MULTIPLE-INTERFACE SELECTION SYSTEM FOR COMPUTER PERIPHERALS	5,563,402	9/13/1994	10/8/1996
PSC Scanning, Inc.	REDDERSEN SHEPARD MOCH WILLIAMS	REDDERSEN SHEPARD MOCH WILLIAMS	MULTIPLE-INTERFACE SELECTION SYSTEM FOR COMPUTER PERIPHERALS	5,703,347	9/9/1996	12/30/1997
PSC Scanning, Inc.	RANDO	RANDO	CHECKOUT COUNTER SCANNER HAVING MULTIPLE SCANNING SURFACES	5,723,852	6/5/1995	3/3/1998
SPSS	OLMSTEAD	None	BAR CODE READER WITH MULTI-FOCUS LENS	5,770,847	12/23/1994	6/23/1998
SPSS	OLMSTEAD	None	IMAGE READER WITH MULTI-FOCUS LENS	5,814,803	12/21/1995	9/29/1998
PSC Scanning, Inc.	AHTEN PARIS ACOSTA RING HUSS WILLIAMS MCQUEEN PERSON SVETAL BOBBA SCHLER OLDHAM	None	MULTIPLE PLANE WEIGH PLATTER FOR MULTIPLE PLANE SCANNING SYSTEMS	5,834,708	10/5/1995	11/10/1998
PSC Scanning, Inc.	BOBBA ACOSTA EUSTERMAN RING MCQUEEN RANDO	None	MULTIPLE PLANE SCANNING SYSTEM FOR DATA READING APPLICATIONS	5,837,988	2/26/1997	11/17/1998
PSC Scanning, Inc.	RANDO	RANDO	MULTIPLE WINDOW SCANNER AND METHOD FOR MULTIPLE FOCAL DISTANCE READING	5,869,827	8/15/1997	2/9/1999
PSC Scanning, Inc.	RANDO REDDERSEN	RANDO REDDERSEN	COMPACT SCANNER MODULE MOUNTABLE TO POINTING INSTRUMENT	5,874,722	6/13/1996	2/23/1999
PSC Scanning, Inc.	REDDERSEN SHEPARD MOCH	REDDERSEN SHEPARD MOCH	MULTIPLE-INTERFACE SELECTION SYSTEM FOR COMPUTER PERIPHERALS	5,905,249	10/21/1997	5/18/1999
SPSS	ARENDS ELLIOTT	None	METHOD AND APPARATUS FOR DETECTING TRANSITIONS IN AN INPUT SIGNAL	5,923,023	8/28/1997	7/13/1999
PSC Scanning, Inc.	CHERRY DIEBALL	CHERRY DIEBALL	METHOD AND APPARATUS FOR RECOGNIZING AND ASSEMBLING OPTICAL CODE INFORMATION FROM PARTIALLY SCANNED SEGMENTS	5,929,421	7/22/1997	7/27/1999
PSC Scanning, Inc.	TAMBURRINI	None	BARCODE SCANNER WITH MANUALLY SWITCHABLE SCAN PATTERNS	5,962,838	7/2/1997	10/5/1999
PSC Scanning, Inc.	REDDERSEN GUMMESON HAYAKAWA LORIS ELLIOTT KETELSLEGER MACHIDA SUGAWARA KENYON DURANT	REDDERSEN GUMMESON HAYAKAWA LORIS ELLIOTT KETELSLEGER MACHIDA SUGAWARA KENYON DURANT	SCANNER ASSEMBLY	6,000,619	8/3/1995	12/14/1999

Listed Owner	Inventor	Inventors Who Have Not Assigned	Title	Patent # / PTO Link	File Date	Issue Date
PSC Scanning, Inc.	COLLEY OLMSTEAD	None	EDGE DETECTION METHOD AND APPARATUS FOR SHOT NOISE LIMITED SIGNALS	6,012,639	10/31/1997	1/11/2000
SPSS	ARENDS ELLIOTT	None	SIGNAL CONDITIONING FOR VARIABLE FOCUS OPTICAL READER	6,047,894	11/26/1995	4/11/2000
PSC Scanning, Inc.	RUDEEN	None	OPTICAL SCANNING SYSTEM AND METHOD INCLUDING A COLLECTION SYSTEM FOR RANGE ENHANCEMENT	6,056,198	7/31/1998	5/2/2000
PSC Scanning, Inc.	RING BOLEN BONTLY TSACOU MANGOS AHTEN ACOSTA TAMBURRINI	RING BOLEN BONTLY TSACOU MANGOS AHTEN ACOSTA TAMBURRINI	ULTRA COMPACT BAR-CODE SCANNER	6,065,676	11/20/1994	5/23/2000
PSC Scanning, Inc.	MCQUEEN CHERRY RANDO SCHLER LATIMER MCMAHON TURKAL	None	OBJECT RECOGNITION SYSTEM AND METHOD	6,069,696	6/7/1996	5/30/2000
PSC Scanning, Inc.	COLLEY O'DONNELL	None	ELECTRONIC EDGE DETECTION SYSTEM USING A SECOND DERIVATIVE SIGNAL PROCESSOR	6,073,849	10/31/1997	6/13/2000
PSC Scanning, Inc.	TAMBURRINI	None	SCANNER DITHER ACTUATOR WITH MIRROR MOUNTING ELEMENTS MOLDED INTO SPRING	6,094,288	12/8/1998	7/25/2000
PSC Scanning, Inc.	SVETAL MCMASTER	None	BAR CODE READER HAVING A FLEXIBLE DITHER MOUNT WITH ROTATION	6,112,993	9/3/1998	9/5/2000
PSC Scanning, Inc.	REDDERSON	None	RUGGED SCANNING SUBSYSTEM FOR DATA READING	6,129,282	7/20/1998	10/10/2000
PSC Scanning, Inc.	RUDEEN	None	WAVELENGTH DEPENDENT THERMALLY COMPENSATED OPTICAL SYSTEM	6,134,039	12/29/1998	10/17/2000
PSC Scanning, Inc.	COLLEY RING O'DONNELL ARENDS AHTEN, RING	None	DITHERING ASSEMBLIES FOR BARCODE SCANNERS	6,152,372	9/19/1997	11/28/2000
PSC Scanning, Inc.	AHTEN, RING	None	OFFSET OPTICAL AXES FOR BAR CODE SCANNER	6,166,375	10/1/1997	12/26/2000
PSC Scanning, Inc.	WHITCOMB MCMASTER SHEARIN DEAN REDDERSON	None	WEDGED-SHAPED HOLOGRAPHIC COLLECTOR	6,169,614	5/21/1999	1/2/2001
PSC Scanning, Inc.	BREMER LA DELOGE BOYD COOPER ZAVERUKHA	None	OPTICAL READER WITH SELECTABLE PROCESSING CHARACTERISTICS FOR READING DATA IN MULTIPLE FORMATS	6,176,429	7/17/1998	1/23/2001

Listed Owner	Inventor	Inventors Who Have Not Assigned	Title	Patent # / PTO Link	File Date	Issue Date
PSC Scanning, Inc.	RUDEEN RING BOBBA	BOBBA	METHOD FOR GENERATING MULTIPLE SCAN LINES IN A THIN SCANNER	6,188,500	3/26/1999	2/13/2001
PSC Scanning, Inc.	RANDO	RANDO	MULTIPLE WINDOW SCANNER AND METHOD FOR ADJUSTING OPTICAL PARAMETERS	6,213,397	12/7/1998	4/10/2001
PSC Scanning, Inc.	BOBBA RUDEEN HOFER	BOBBA	AIMING AID FOR OPTICAL DATA READING	6,223,986	4/10/1998	5/1/2001
PSC Scanning, Inc.	SAUTTER JENSEN RUFF ORLICK	None	PINLESS DITHERING ASSEMBLY FOR DATA READING	6,230,976	10/19/1998	5/15/2001
PSC Scanning, Inc.	SVETAL BOBBA SCHLER OLDHAM	SVETAL BOBBA SCHLER OLDHAM	MULTIPLE PLANE WEIGH PLATTER FOR MULTIPLE PLANE SCANNING SYSTEMS	6,237,852	9/9/1998	5/29/2001
PSC Scanning, Inc.	RING BOLEN BONTLY TSACOU MANGOS AHTEN ACOSTA TAMBURRINI	None	ULTRA COMPACT BAR-CODE SCANNER	6,244,510	12/21/1999	6/12/2001
PSC Scanning, Inc.	WHITCOMB MCMASTER SHEARIN DEAN	None	MOUNTING ASSEMBLY FOR AN OPTICAL SCANNER	6,259,545	1/10/2000	7/10/2001
PSC Scanning, Inc.	SVETAL	None	INTEGRAL ILLUMINATION SOURCE/COLLECTION LENS ASSEMBLY FOR DATA READING	6,260,763	2/22/1999	7/17/2001
PSC Scanning, Inc.	MCQUEEN	None	SCANNER WITH SYNCHRONOUSLY SWITCHED OPTICS	6,266,175	4/27/1999	7/24/2001
PSC Scanning, Inc.	RUDEEN RING	None	COLLECTION SYSTEM FOR RANGE ENHANCEMENT	6,273,336	2/10/2000	8/14/2001
PSC Scanning, Inc.	HEMS RUDEEN	None	METHOD AND APPARATUS FOR REDUCING BANDWIDTH LIMITED NOISE IN AN OPTICAL SCANNER	6,279,829	6/9/1999	8/28/2001
PSC Scanning, Inc.	RANDO REDDERSEN	RANDO REDDERSEN	COMPACT SCANNER MODULE MOUNTABLE TO POINTING INSTRUMENT	6,290,134	10/16/1998	9/18/2001
PSC Scanning, Inc.	ACOSTA RUDEEN	None	MULTIPLE SOURCE/DENSE SCAN PATTERN SCANNER	6,290,135	7/23/1999	9/18/2001
PSC Scanning, Inc.	REDDERSEN SHEPARD MOCH WILLIAMS	REDDERSEN SHEPARD MOCH WILLIAMS	MULTIPLE-INTERFACE SELECTION SYSTEM FOR COMPUTER PERIPHERALS	6,293,467	3/15/1999	9/25/2001
PSC Scanning, Inc.	AHTEN, RING	None	OFF-AXIS OBJECT DETECTION SYSTEM FOR A BAR CODE SCANNER	6,303,927	7/6/2000	10/16/2001
PSC Scanning, Inc.	SVETAL MCQUEEN	None	SPEED VARIABLE ANGLE FACET WHEEL FOR SCANNER	6,318,634	8/13/1998	11/20/2001

Listed Owner	Inventor	Inventors Who Have Not Assigned	Title	Patent # / PTO Link	File Date	Issue Date
PSC Scanning, Inc.	COLLEY RING O'DONNELL ARENDS	None	DITHERING ASSEMBLIES FOR BARCODE SCANNERS	6.328.216	11/2/2000	12/11/2001
PSC Scanning, Inc.	COLLEY RING O'DONNELL ARENDS	None	DITHERING ASSEMBLIES FOR BARCODE SCANNERS	6.332.576	11/2/2000	12/25/2001
PSC Scanning, Inc.	ACOSTA RUDEEN	None	METHOD OF CONVERTING A DUAL SOURCE BARCODE SCANNER TO A SINGLE SOURCE	6.332.577	10/30/2000	12/25/2001
PSC Scanning, Inc.	ARENDS ELLIOTT	ARENDS ELLIOTT	METHOD AND APPARATUS FOR DETECTING TRANSITIONS IN AN INPUT SIGNAL	6.343.741	5/7/1999	2/5/2002
PSC Scanning, Inc.	KELLY DOZIER INGLES WOOD	None	HANDS FREE OPTICAL SCANNER TRIGGER	6.357.659	6/3/1999	3/19/2002
PSC Scanning, Inc.	TAMBURRINI RUDEEN	None	SCANNER HAVING CO-MOLDED DITHER SPRING ASSEMBLY AND METHOD OF CONSTRUCTING	6.388.793	7/25/2000	5/14/2002
PSC Scanning, Inc.	BONTLY	None	ATTACHMENT DEVICE FOR ERGONOMICALLY SUSPENDING A HANDHELD SCANNER	6.412.698	7/25/2001	7/2/2002
PSC Scanning, Inc.	McALLISTER	None	MULTIPLE TECHNOLOGY DATA READER FOR BARCODE LABELS AND RFID TAGS	6.415.978	5/3/1999	7/9/2002
PSC Scanning, Inc.	RANDO	None	MULTIPLE WINDOW SCANNER AND METHOD FOR ADJUSTING OPTICAL PARAMETERS	6.446.870	3/6/2001	9/10/2002
PSC Scanning, Inc.	BRANDT DAVIS ATWATER	None	CORRELATION AND STITCHING TECHNIQUES IN A BAR CODE SCANNING SYSTEM	6.454.168	9/13/1999	9/24/2002
PSC Scanning, Inc.	GETTYS	None	METHOD FOR IDENTIFYING POTENTIAL BARCODE DATA THAT IS SYMBOLOGY-INDEPENDENT	6.478.224	3/2/2001	11/12/2002
PSC Scanning, Inc.	DAVIS BRANDT	None	COMPENSATION FOR SCAN LINE VARIATIONS IN A BAR CODE SCANNER SYSTEM	6.494.376	9/13/1999	12/17/2002
PSC Scanning, Inc.	COLEMAN COLLEY O'DONNELL REDDERSEN	None	FAST EDGE DETECTION SYSTEM TOLERANT OF HIGH DEGREE OF INTERSYMBOL INTERFERENCE	6.499.662	9/13/1999	12/31/2002
PSC Scanning, Inc.	DAVIS BRANDT	None	MULTIPLE FORMAT OPTICAL READER	6.505.778	9/8/2000	1/14/2003
PSC Scanning, Inc.	DAVIS BRANDT	None	CHARACTER RECONSTRUCTION AND ELEMENT LEVEL PROCESSING IN A BAR CODE SCANNING SYSTEM	6.513.714	9/13/1999	2/4/2003
PSC Scanning, Inc.	McALLISTER McQUEEN	None	DUAL ENDED CABLE FOR CONNECTING ELECTRONIC ARTICLE SURVEILLANCE ANTENNA WITH RFID EQUIPMENT	6.517.000	5/3/1999	2/11/2003
PSC Scanning, Inc.	RUDEEN	None	MICRO-OPTICAL SYSTEM FOR AUTO-FOCUS	6.522.441	11/28/2000	2/18/2003

Listed Owner	Inventor	Inventors Who Have Not Assigned	Title	Patent # / PIO Link	File Date	Issue Date
PSC Scanning, Inc.	POSTMAN MILLER FISH	None	PCMCIA INTERFACE CARD FOR COUPLING INPUT DEVICES SUCH AS BARCODE SCANNING ENGINES TO PERSONAL DIGITAL ASSISTANTS AND PALMTOP COMPUTERS	6,536,670	3/15/2000	3/25/2003
PSC Scanning, Inc.	COLLEY COLEMAN	None	RESONANT MOTOR DRIVER SYSTEM FOR DATA READING	6,547,145	9/13/1999	4/15/2003
PSC Scanning, Inc.	DAVIS BRANDT	None	DECODING SYSTEM AND METHODS IN A BAR CODE SCANNING SYSTEM	6,561,427	9/13/1999	5/13/2003
PSC Scanning, Inc.	BOBBA ACOSTA EUSTERMAN RING MCQUEEN	None	MULTIPLE PLANE SCANNING SYSTEM FOR DATA READING APPLICATIONS	6,568,598	5/13/1998	5/27/2003
PSC Scanning, Inc.	RANDO, Reddersen	None	COMPACT SCANNER MODULE MOUNTABLE TO POINTING INSTRUMENT	6,572,019	1/23/2002	6/3/2003
PSC Scanning, Inc.	TAMBURRINI, DUNCAN, AHTEH, OLMSTEAD, HUSS	None	MULTIPLE APERTURE DATA READER FOR MULTI-MODE OPERATION	6,575,368	1/30/1997	6/10/2003
PSC Scanning, Inc.	ACOSTA, HUSS, SAUTTER, GOTHAM, THIELMANN	None	SYSTEM AND METHOD FOR AN INTEGRATED OPTICAL MODULE FOR DATA READER	6,578,765	9/12/2001	6/17/2003
PSC Scanning, Inc.	BRANDT DAVIS	None	SYMBOLGY DETERMINATION TO AID DECODING IN A BAR CODE SCANNING SYSTEM	6,585,157	9/13/1999	7/1/2003
PSC Scanning, Inc.	ACOSTA	None	DENSE PATTERN OPTICAL SCANNER	6,585,161	8/30/2000	7/1/2003
PSC Scanning, Inc.	BELLIS, KEYS, BEHRENS	None	ITEM BUFFER IN SECURITY LOOK-UP APPLICATIONS FOR SELF-CHECKOUT SYSTEMS	6,598,791	1/19/2001	7/29/2003
PSC Scanning, Inc.	McQueen	None	OMNIDIRECTIONAL OPTICAL CODE READER USING SCHEIMPFLUG OPTICS	6,621,063	6/2/2001	9/16/2003
PSC Scanning, Inc.	AHTEH, RING	None	OFF-AXIS OBJECT DETECTION SYSTEM FOR A BAR CODE SCANNER	6,621,070	10/3/2001	9/16/2003
PSC Scanning, Inc.	LATIMER, CHERRY, McQUEEN	None	SYSTEM AND METHOD FOR TRAINING AND MONITORING DATA READER OPERATORS	20020074402	10/12/2001	

Listed Owner	Inventor	Inventors Who Have Not Assigned	Title	Patent # / PTO Link	File Date	Issue Date
PSC Acquisition, Inc.	SCHORR GUMMESON	GUMMESON	MOUNTING BRACKET FOR A COMPACT OPTICAL SCANNER	D312631	1/12/1989	12/4/1990
PSC Acquisition, Inc.	SCHORR	None	MOUNTING BRACKET FOR A COMPACT OPTICAL SCANNER	D313590	1/5/1989	1/8/1991
PSC Acquisition, Inc.	FULTON STEWART TABEL	None	WINDOW FOR AN OPTICAL SCANNER	D320011	1/4/1989	9/17/1991
PSC Acquisition, Inc.	FULTON STEWART TABEL	None	WINDOW FOR AN OPTICAL SCANNER	D320012	1/4/1989	9/17/1991
PSC Acquisition, Inc.	FULTON STEWART TABEL	None	WINDOW FOR AN OPTICAL SCANNER	D323492	1/4/1989	1/28/1992
SPSS	GUMMESON BRAVO	None	STAND FOR HANDHELD SCANNER	D35012Z	12/21/1992	8/30/1994
SPSS	BONTLY BOLEN DUNCAN	None	LASER SCANNER HOUSING	D351149	4/17/1992	10/4/1994
SPSS	BONTLY BOLEN DUNCAN	None	LASER SCANNER HEAD	D351150	4/17/1992	10/4/1994
PSC Scanning, Inc.	BONTLY SAUTTER, SKAGGS	None	HANDHELD DATA READER	D461189	8/13/2001	8/6/2002
SPSS	RANDO NOVAK	RANDO NOVAK	SCANNER WITH COUPON VALIDATION	R637.166	12/11/1995	5/8/2001

Exhibit B
TRADEMARK

<u>Owner</u>	<u>MARK</u>	<u>Country</u>	<u>Application#</u>	<u>FileDate</u>	<u>Registration</u>	<u>Date</u>	<u>Goods/Services</u>	<u>Status</u>	<u>Use</u>
PSC Scanning, Inc.	MAGELLAN	U.S.	74/453,152	27-Oct-93	1,861,693	08-Nov-94	Bar code scanners and combination scanner-scales and parts thereof	Registered	®

EXHIBIT C

LICENSE AGREEMENTS

See attached

COPYRIGHT

The only copyright registered with the US Copyright Office is: "Reduced Space Symbology (RSS) White Paper" January 2002.