

08-08-2000

54937-117

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



101426986

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

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/AKA/TA

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

FOR OFFICE USE ONLY

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, D.C. 20231

TRADEMARK
REEL: 002116 FRAME: 0302

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)

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)

<input type="text" value="74/268,760"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

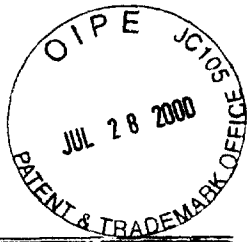
Statement and Signature

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.

John G. Bisbikis
Name of Person Signing

John G. Bisbikis
Signature

7/24/2000
Date Signed



04-07-1998



100676936

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

REC
▼ ▼

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

1. Name of conveying party(ies): **MAD 3-11-98**
ANJOIM TRANSACTION SOLUTIONS, INC. (CA Corporation)

2. Name and address of receiving party(ies):
Name: Union Bank of California, N.A., as successor
Administrative Agent

Internal Address: _____

Street Address: 530 B Street, 4th Floor

City: San Diego State: California ZIP: 92101

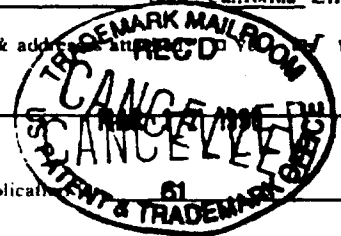
Additional name(s) & address: _____ No. _____

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Global Amendment and Assignment and Acceptance

Execution Date: October 20, 1997



4. Serial number(s) or patent number(s)

If this document is being filed together with a new application, the execution date of the application is _____

A. Patent Application No.(s)
see Schedule 6 to Security Agreement

B. Patent No.(s)
see Schedule 6 to Security Agreement

Additional numbers attached? Yes No

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

Name: Raymond M. Marella, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41): \$1,520

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature: *I, the undersigned, declare that the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Raymond M. Marella, Esq.
Name of Person Signing

Signature

3/11/98
Date

Total number of pages comprising cover sheet:

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

PATENT
REEL: 9052 FRAME: 0

TRADEMARK
REEL: 002116 FRAME: 0304

04-07-1998 10:11:51

CONTINUATION OF ITEM ONE FROM RECORDATION COVER SHEET

1. Name of conveying party(ies):

AXIOHM S.A. (French Corporation)

DARDEL TECHNOLOGIES. S.A. (French Corporation)

AXIOHM INVESTISSEMENTS (French Corporation)

AXIOHM IPB, INC. (DE Corporation)

STADIA COLORADO CORP. (CO Corporation)

PATENT
REEL: 9052 FRAME: 0645

TRADEMARK
REEL: 002116 FRAME: 0305



Release of Security Interest in Intellectual Property

This Release of Security Interest in Intellectual Property (this "Release"), dated as of July 5, 2000, is made by and among Axiohm Transaction Solutions, Inc., a Delaware corporation ("Company"), successor in interest to Axiohm Transaction Solutions, Inc., a California corporation ("Axiohm") and Union Bank of California, N.A. ("Union Bank").

WITNESSETH:

WHEREAS, Axiohm and Union Bank are parties to that certain \$85,000,000 Credit Agreement (the "Credit Agreement") among Axiohm, as Borrower, the several lenders from time to time parties thereto, Lehman Brothers, Inc., as Arranger ("Lehman Bros."), Lehman Commercial Paper, Inc., as Syndication Agent and Administration Agent ("Lehman C.P."), dated as of October 2, 1997 (terms defined in the Credit Agreement being used herein as defined therein), the Guarantee and Collateral Agreement made by Axiohm and certain of its Subsidiaries in favor of Lehman C.P. as Administrative Agent, dated as of October 2, 1997 (the "Collateral Agreement"), and the Global Amendment and Assignment and Acceptance, dated as of October 20, 1997 among (i) Axiohm, the several lenders and other financial institutions party thereto, (ii) Union Bank as successor administrative agent, (iii) Lehman Bros. as Arranger, and (iv) Lehman C.P. as resigning administrative agent and as Syndication Agent and as a Lender (the "Global Amendment").

WHEREAS, pursuant to the Credit Agreement, the Collateral Agreement and the Global Amendment, Union Bank has a security interest in substantially all of the Intellectual Property (the "Intellectual Property"), as listed on Schedule 1, to secure Liabilities under the Credit Agreement;

WHEREAS, on November 8, 1999 (the "Petition Date"), Axiohm and certain of its subsidiaries (collectively, the "Debtors") filed voluntary petitions under Section 301 of the Bankruptcy Code with the Federal Bankruptcy Court of the District of Delaware initiating their Chapter 11 cases;

WHEREAS, the Debtors' first amended plan of reorganization dated February 10, 2000 (the Plan of Reorganization") has been confirmed pursuant to Section 1129 of the Bankruptcy Code;

WHEREAS, Axiohm merged into the Company as of May 31, 2000;

WHEREAS, the Company entered into a new \$85,357,966 Credit Agreement among the Company, the several lenders from time to time parties thereto, Lehman Bros., as Arranger, and Lehman C.P., as Syndication Agent, as of May 31, 2000 (the "New Credit Agreement");

WHEREAS, Lehman C.P. has assumed the role of administrative agent under the New Credit Agreement; and

WHEREAS, in accordance with the Plan of Reorganization and in order to implement the New Credit Agreement, the Company has requested that Union Bank agree to release its lien on the Intellectual Property; and

WHEREAS, Union Bank is willing to release its lien on the Intellectual Property.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which is hereby acknowledged), the parties hereto, intending legally to be bound, hereby agree as follows:

I. RELEASE

1.1. **Release.** Union Bank (i) hereby assigns, transfers, and releases any and all liens and security interests, that were granted to Union Bank pursuant to (a) the Global Amendment (b) the Credit Agreement and (c) the Collateral Agreement, in all of the Intellectual Property now owned or at any time hereafter acquired by the Company, Dardel Technologies, S.A., Axiohm-Investissements, Axiohm IPB, Inc., Stadia Colorado Corp., or Cognitive Solutions, Inc. or in which any such entity now has or at any time in the future may acquire any right, title or interest, and; (ii) acknowledges that Union Bank has no further interest in the Intellectual Property.

II. GENERAL

2.1 **Purpose.** The foregoing release is a general release.

2.2 **Governing Law.** This Release shall be a contract made under and governed by the internal laws of the State of Delaware, without giving effect to principles of conflicts of laws.

2.3 **Successors and Assigns.** This Release shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No third party beneficiaries are intended in connection with this Release.

2.4 **Counterparts.** This Release may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

2.5 **Entire Agreement.** This Release contains the entire agreement of the parties hereto with reference to the matters discussed herein. This Release supersedes all prior drafts and communications with respect thereto.

IN WITNESS WHEREOF, the undersigned have executed this Release as of
July 5, 2000.

UNION BANK OF CALIFORNIA, N.A.

By: _____

Name: _____

Title: _____

Bette J. McCabe
Bette J. McCabe
Vice President

AXIOHM TRANSACTION SOLUTIONS, INC.

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the undersigned have executed this Release as of
July 5, 2000.

UNION BANK OF CALIFORNIA, N.A.

By: _____

Name: _____

Title: _____

AXIOHM TRANSACTION SOLUTIONS, INC.

By: John W. Costy

Name: John W. Costy

Its: VP + Corporate Controller

SCHEDULE A
INTELLECTUAL PROPERTY

Please see attached.

Schedule 6

Copyrights and Copyright Licenses Patent and Patent Licenses Trademarks and Trademark Licenses

1. See Attachment 6(a) for information regarding the registration of the Axiohm trademark in the United States.
2. See Attachment 6(b) for information regarding certain foreign Intellectual Property held by the Borrower and its Subsidiaries.
3. See Attachment 6(c) for information regarding US Intellectual Property held by the Borrower and its Subsidiaries.
4. See Attachment 6(d) for a listing of certain additional patents and patent applications held by the Borrower and its Subsidiaries.
5. Axiohm-IPB is a party to a license agreement with Gilbarco, Inc., dated May 8, 1996, pursuant to which Gilbarco has granted Axiohm-IPB a license with respect to a patent owned by Gilbarco.
6. On June 17, 1997, Axiohm, S.A. filed a complaint in the Central District of California alleging infringement of Axiohm S.A.'s U.S. Patent No. 5,579,043 by Seiko Epson Corporation and Epson America Inc. The complaint has not been formally served upon Seiko Epson or Seiko America. Settlement discussions have taken place and in that context Seiko Epson has alleged validity defenses to the complaint and potential counterclaims based on their own patent portfolio.
7. In August 1992, the Borrower filed a complaint in the Northern District of California alleging infringement of the Borrower's U.S. Patent No. 5,115,493 by Synergystex International, Inc. ("Synergystex") and seeking injunctive relief and unspecified damages. Synergystex subsequently asserted a counterclaim against the Borrower alleging that U.S. Patent No. 5,115,493 is invalid, unenforceable and not infringed. In August 1996, the District Court granted a Motion for Summary Judgment, finding on its own motion that the Borrower's patent was invalid for improper payment of a small entity fee and entered a judgment dismissing the Borrower's complaint. In November 1996, the Borrower appealed the District Court's judgment to the Federal Circuit Court of Appeals. The Circuit Court has stayed the appeal.

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PATENT
REEL: 9052 FRAME: 0646

TRADEMARK
REEL: 002116 FRAME: 0311

Trademark

1 - AXIOHM trademark seems no. to be registered in USA.

In 1992 AXIOHM has applied for registration and is now in competition with three compagnies.

- Via Systems Incorporated - 665 south Pointe court - suite 100 - Colorado Springs - COLORADO - 80906 - which is the owner of United States Trademark Registration 1, 811, 458 issued December 14, 1993 for the mark AXIOM covering goods described as a « computer soft-ware and instruction manuals sold as a unit, for use in developing the graphical user interface position of software developed only for use in a PICK or PICK LIKE database environment » in international class 9 and claiming first use and first interstate use to March 1992.

AXIOHM and Via Systems have signed an agreement stated that Via shall prepare and execute a Consent to Register document for filling in the United States Patent and Trademark Office (PTO) and setting forth Via's reason why the mark AXIOHM in United is not considered by Via to be confusingly similar to Via's mark AXIOM in order to encourage the PTO to remove the Via registration as a reference against AXIOHM's application.

It is understood that AXIOHM at the same time does not accept Via's contention that the Via mark AXIOM is not confusingly similar to the mark AXIOHM.

If AXIOHM's application issues as a United States trademark registration, Via shall not file any cancellation action against such registration.

In the event the PTO rejects the consent to register document AXIOHM, at its sole discretion, may discontinue and resume the cancellation action.

It is agreed that AXIOHM shall have the unconditional right to remove the suspension on its own motion and for any reason reopen the cancellation action at any time.

- Numerical Algorithms Group limited - Winkinson House - Jordan Hill - Road Oxford - United Kingdom which is the owner of the trademark AXIOM - 74, 230, 293, filed on December 13, 1991.

- Lightning Development Corporation - 2800 West Bayshore Paolo Alto - CALIFORNIA 93303 - which is the owner of the trademark AXIOM - 74, 262, 725, filed on April 6, 1992.

AXIOHM shall be commencing opposition or cancellation actions against both of the two additional pending trademark applications.

In any case, AXIOHM can still use its AXIOHM trademark on the basis of a first use on 21 July 1988.

2 - AXIOHM has filed a notice of opposition against AXIOM Technology Incorporation - 13791 Roswell Avenue, suite D, Chino - CALIFORNIA 91710.

PATENT

REEL: 9052 FRAME: 0647

TRADEMARK

REEL: 002116 FRAME: 0312

48(6)

MARQUES AXIOMM

NOM DE LA MARQUE	DATE DE L'EN-REGISTREMENT DU DEPOT	N° DE L'EN-REGISTREMENT	DATE DE L'ENREGISTREMENT DU RENOUVELLEMENT	N° DE L'ENREGISTREMENT DU RENOUVELLEMENT	LEU DU DEPOT	DATE DU PROCHAIN RENOUVELLEMENT	CLASSIS	NOM DU TITULAIRE	REFERENCE BOSTICER
AGRAPI	03.01.1981	1 155 203	16.11.1990	1 637 M1	FRANCE	16/11/2000	9	AXIOMM	OE 307
	20.07.1982	1 713 902	23.12.1991	1 713 902	FRANCE	23/12/2001	9 n 42	AXIOMM (I)	OE 46
	07.04.1983	1 043 332	07.04.1992	1 043 332	ALLEMAGNE	07.04/2002	9 n 43	AXIOMM (II)	IE 946
SIBEL	08.12.1994	M/548 264	.	.	FRANCE	08/12/2004	9 (I)	AXIOMM	4E 1730
	23.10.1995	643 816	.	.	ALLEMAGNE	23/10/2013	9	AXIOMM	4E 1734
	23.10.1995	643 816	.	.	ITALIE	23/10/2013	9	AXIOMM	4E 1734
					INT.		9	AXIOMM	4E 1734
					USA		9	AXIOMM DB	4E 1734
					USA		9	AXIOMM DB	4E 1734
AXIOMMATIC	En cours d'enregistrement aux USA				USA		9	AXIOMM IPB	4E 1734
MM	01.08.1989	1 731 831	01.08.1989	1 731 831	FRANCE	01.08.1999	9 n 16	AXIOMM	9D 705
PPJUNT	07.07.1990	1 513 611	07.07.1990	1 513 611	FRANCE	07.07.2000	9	AXIOMM	OE 35
NTREIST	23.04.1989	1 516 107	23.04.1989	1 516 107	FRANCE	23.04.1999	9	AXIOMM	9D 320
PAPPA LOADING	En cours d'enregistrement aux USA				USA		9	AXIOMM IPB	4E 1734

Les marques de cession de marque de 11 Mars 1994 et de 12 Avril 1995
 originaires de la cession à l'OMPI en date du 10 Mai 1998 sont le n° 201016
 et la cession partielle le 4 Octobre 1998 n° 207417

MARQUE "AXIOMH"

CONTINENT	PAYS	DATE DU DEBOT	N° DU DEBOT	DATE DE L'UNE- GISTRERMENT	N° DE L'UNE- GISTRERMENT	DATE DU PROGRAM RENOUELEMENT	CLASSE	NOM DU TITULAIRE	RESERVE D'INDICER	
AFRIQUE	Afrique du Sud	07.01.1973	97/0 311	en cours			9	AXIOMH	GE 130	
	Chine (République Populaire)	20.01.1997	97 000 418				9	AXIOMH	GE 130	
ASIE	Corée du Sud	13.09.1994	1994/2 660	07.01.1994	330 719	07.01.2006	39	AXIOMH	GE 130	
	Japon	13.09.1994	6-97 341	23.04.1977	3 291 317	23.04.2007	9	AXIOMH	GE 130	
	Singapour	09.09.1994	94/7 647	en cours			9	AXIOMH	GE 130	
	Taiwan (Formose)	16.09.1994	83 039 418	16.04.1991	687 134	16.04.2005	9	AXIOMH	GE 130	
	Australie	31.12.1994	724 876	en cours			9	AXIOMH	GE 130	
EUROPE	Allemagne	13.04.1988	330 333			17.08.2008	9 et 16	AXIOMH	9D 310	
	Autriche	12.04.1988	330 333			17.08.2008	9 et 16	AXIOMH	9D 310	
	Espagne	17.04.1988	330 333			17.08.2008	9	AXIOMH	9D 310	
	France	18.07.1988	907 481	18.07.1988	1 444 130	18.07.2008	9 et 16	AXIOMH	9D 1000	
	Italie	13.04.1988	330 333			17.08.1998	9 et 16	AXIOMH	9D 310	
	Pays-Bas	13.04.1988	330 333			17.08.2008	9 et 16	AXIOMH	9D 310	
	Suède	17.04.1988	330 333			17.08.2008	9 et 16	AXIOMH	9D 310	
	Union européenne	18.09.87	429 449				9 et 16	AXIOMH	GE 130	
	AMERIQUE	USA	24.04.1997	74784 760				9	AXIOMH Inc	
		Canada	23.01.1997	834 907	en cours				AXIOMH	GE 130
	Brésil	en cours		en cours				AXIOMH	GE 130	

* Suite à la cession de la marque AXIOMH de David Technologie à Adoban le 11 Mars 1996 enregistré aux impôts le 12 Avril 1996. Enregistrement de la cession à l'INPI le 04 mai 1996 sous le n° 201016

04/06/97

Page 1

PATENT
REEL: 9052 FRAME: 0649

TRADEMARK
REEL: 002116 FRAME: 0314

2/6/7

BREVETS AXIOMI

NUMEROUS	DATE DU BREVET	N° DU BREVET	DATE DE DÉCLARATION	N° DE DÉCLARATION	DATE DU BREVET	NUMEROUS	DATE DU BREVET	N° DU BREVET	DATE DE DÉCLARATION	N° DE DÉCLARATION	DESCRIPTION	CLASSIFICATION	DATE DU BREVET	NUMEROUS
CA 1114 010	1974	200000	1974	200000	1974	CA 1114 010	1974	200000	1974	200000	Appareil de mesure de la température	CA 1114 010	1974	200000
CA 1114 011	1974	200000	1974	200000	1974	CA 1114 011	1974	200000	1974	200000	Appareil de mesure de la température	CA 1114 011	1974	200000
CA 1114 012	1974	200000	1974	200000	1974	CA 1114 012	1974	200000	1974	200000	Appareil de mesure de la température	CA 1114 012	1974	200000
CA 1114 013	1974	200000	1974	200000	1974	CA 1114 013	1974	200000	1974	200000	Appareil de mesure de la température	CA 1114 013	1974	200000
CA 1114 014	1974	200000	1974	200000	1974	CA 1114 014	1974	200000	1974	200000	Appareil de mesure de la température	CA 1114 014	1974	200000
CA 1114 015	1974	200000	1974	200000	1974	CA 1114 015	1974	200000	1974	200000	Appareil de mesure de la température	CA 1114 015	1974	200000
CA 1114 016	1974	200000	1974	200000	1974	CA 1114 016	1974	200000	1974	200000	Appareil de mesure de la température	CA 1114 016	1974	200000
CA 1114 017	1974	200000	1974	200000	1974	CA 1114 017	1974	200000	1974	200000	Appareil de mesure de la température	CA 1114 017	1974	200000
CA 1114 018	1974	200000	1974	200000	1974	CA 1114 018	1974	200000	1974	200000	Appareil de mesure de la température	CA 1114 018	1974	200000
CA 1114 019	1974	200000	1974	200000	1974	CA 1114 019	1974	200000	1974	200000	Appareil de mesure de la température	CA 1114 019	1974	200000
CA 1114 020	1974	200000	1974	200000	1974	CA 1114 020	1974	200000	1974	200000	Appareil de mesure de la température	CA 1114 020	1974	200000

(1) Les brevets ont été déposés en vertu de l'article 22 de la Loi sur le droit de brevet, et ont été publiés en vertu de l'article 27 de la même loi. Les brevets ont été déposés en vertu de l'article 22 de la Loi sur le droit de brevet, et ont été publiés en vertu de l'article 27 de la même loi.



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SALZMAN & LEVY
 ATTORNEYS AT LAW

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 19 CHAMBERS STREET
 BIRMINGHAM, NY - YORK 11801
 PHONE (607) 722-6600
 FAX (607) 724-2207

AXIOM INTELLECTUAL PROPERTY STATUS
MAY 27, 1997

<u>TITLE</u>	<u>INVENTOR(S)</u>	<u>STATUS</u>
<u>Copyrights</u>		
Printer Fonts	David Warner	Filed on 6-21-97; pending.
<u>Trademarks</u>		
Clemshell		Filed on 6-21-96; pending.
1-2-3 Paper Loading		Filed on 6-21-96; pending.
It's Axiomatic		Filed on 6-24-96; pending.
<u>Patents</u>		
AXI-101 Method and Apparatus Improving Readhead Performance	John Mitchell	Filed on 1-31-96; allow
AXI-107 Cutting Mechanism for Receipt Printer	Alan H. Walker	Filed on 5-23-96; pendi
AXI-108 Automatic Journal Loading Assembly	Barry E. Passer Michael Smith Robert Dalaney	Filed on 3-18-96. Issue 3-25-97. Patent 5,613,715, 5,613,787
AXI-108C Automatic Journal Loading Assembly	Barry E. Passer Michael Smith Robert Dalaney	Filed on 8-28-96; pendi
AXI-109 Apparatus for Receipt Printing Having Shared Tray With Check Validation	Barry E. Passer	Filed on 1-31-96; allow

TRADEMARKS ●

PATENTS ●

COPYRIGHTS ●

PATENT
 REEL: 9052 FRAME: 0651

TRADEMARK
 REEL: 002116 FRAME: 0316

AXI-110 Ball-Actuated Microswitch	Michael J. Smith	Filed on 8-29-96; pend
AXI-111 Low-Paper Sensing Apparatus	Michael John Smith Kathleen Maginnity	Filed on 7-5-96; pend
AXI-115 Flexible, Detented Axle	Scott Longrod	Filed on 3-10-97; pend
AXI-201 A Thermal Printer Designed to be Associated with a Terminal for a Data Processing Installation	Bernard Patry	Filed on 2-10-97; pend
AXI-251 Temperature Sensing of Heater Points in Thermal Print Heads by Resistive Layer Beneath The Heating Points	Claude Morelle Bernard Mouchet	Filed on 5-20-91. Issued 3-23-93. Patent 5,196,1 5,196,865
AXI-252 Device For Registering the Operations of a Thermal Transfer Printer	Bernard Patry	Filed on 6-16-93. Issued 10-11-94. Patent 5,354,1 5,354,134
AXI-253 Thermal Print Head With Regulation of The Amount of Energy applied to its Heating Points	Bernard Patry	Filed on 6-2 93. Issued 8-29-95. Patent 5,446,47 5,446,475
AXI-254 Device for Reading the Printing Done by a Transfer Thermal Printer	Bernard Patry	Filed on 11-23-94. Issued 11-28-95. Patent 5,471,2 5,471,235
AXI-256 An Openable Thermal Printer	Bernard Patry	Filed 10/31/94. Issued 11-26-96. Patent 5,579,0. 5,579,04
AXI-5794 Check-Reading Machine	James DelSignore Andrew B. Nye John G. Mitchell Kathleen Maginnity	Pending? AT&T has responsibility
AXI-6691 Self-Adjusting Sensing System for Financial and Retail Printers	James DelSignore Andrew B. Nye	Filed 10-25-95; pending? AT&T has responsibility
AXI-6692 Security System for Unattended Printing Mechanism	James DelSignore Andrew B. Nye Ellis L. Wilson	Pending? AT&T has responsibility

PATENT

REEL: 9052 FRAME: 0652

TRADEMARK

REEL: 002116 FRAME: 0317

Attachment 6(d)

Patents and Patent Applications

US 1 US Patent No. 4,230,038 issued 10/28/80 for
MATRIX PRINT HEAD ASSEMBLY
Status: Expires 10/28/97

Corresponding Foreign Patents and/or Applications:

- F Pat 1 French Patent No. 78 18874 issued 12/5/83 (Application
Serial No. 7,818,874 filed 6/23/78)
Status: Expires 6/23/98. Annual Taxes Due 6/30
- F Pat 2 West German Patent No. 28277396 issued 9/25/86
(Application No. P 2827739.6 filed 6/22/78)
Status: Expires 6/23/98 - Annual Taxes Due 6/23.
- F Pat 3 Great Britain Patent No. 2000084 granted 1/13/82
Status: Expires 6/15/98. Annual Taxes Due 6/15
- F Pat 4 Italian Patent No. 1105421 granted 11/4/85 (Application No.
49998A/78 filed 6/22/78).
Status: Expires 6/22/98. Annual Taxes Due 6/22
- F Pat 5 Japanese Patent No. 1213048 issued 6/27/84 (Application No.
76314/78 filed 6/23/78)
Status: Expires 6/23/98. Annual Taxes Due 10/8

US 2 US Patent No. 4,230,412 issued 10/29/80 for
MATRIX PRINT HEAD ASSEMBLY
Status: Expires 3/17/98

US 3 US Patent No. 4,185,929 issued 1/29/80 for
WIRE MATRIX PRINT HEAD ASSEMBLY
Status Expires 3/10/98

Corresponding Foreign Patents and/or Applications to US 2 and US 3:

- F Pat 6 French Patent No. 7906292 issued 8/3/97 (Application No.
7906292 filed 3/12/79)
Status: Abandoned 1/8/93

1997 01 30 135738\010\10AX3SCH.003

PATENT
REEL: 9052 FRAME: 0653

TRADEMARK
REEL: 002116 FRAME: 0318

F Pat 7 West German Patent No. P 29095521 issued 8/13/87
(Application No. P 2909552.1 filed 3/10/79)
Status: Abandoned 1/8/93

F Pat 7A West German Divisional Patent No. P29541411 issued 8/6/87
(Application No. P 2954141.1 filed 3/10/79)
Status: Abandoned 1/8/93

F Pat 8 Italian Patent No. 1115083 granted 2/3/86 (Application No.
48312A/79 filed 3/12/79)
Status: Abandoned 1/8/93

F Pat 9 Japanese Patent No. 186652 issued 8/26/94 (Application No.
0500559/79 filed 3/9/79.
Status: Expires 3/9/99

F Pat 9(a) Japanese Divisional Application No. 269660/90 filed 3/9/79
Status: Abandoned 8/24/92

F Pat 10 United Kingdom Patent No. 2,015,931 granted 9/8/92.
Status: Abandoned 1/8/93

F Pat 10A United Kingdom Divisional Patent No. 2,075,427 granted
9/29/82.
Status: Abandoned 1/8/93

US 4 US Patent No. 4,478,528 issued 10/23/84 (Serial No. 078,289 filed 9/24/79) for
WIRE MATRIX PRINT HEAD ASSEMBLY
Status: Expires 10/23/01

Corresponding Foreign Patents and/or Applications:

F Pat II EPO Patent No. 26623 issued 1/17/88 (Application No.
80303318.2 filed 9/22/80)
Status: Completed 9/9/87
Expires 9/22/2000

F Pat I 1. I France
F Pat II. 2 Italy
F Pat 11.3 West Germany Pat. 3072061.7
F Pat 11.4 United Kingdom
Abandoned May, 1994

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PATENT
REEL: 9052 FRAME: 0654

TRADEMARK
REEL: 002116 FRAME: 0319

F Pat 11 (a) EPO Patent Being Opposed by Mannesmann - Opposition
File Opposition Settled/Dropped February, 1990

F Pat 12 PCT (Designating Japan) Patent No. 1593426 issued 12/14/90
(Application No. 502518/90 filed 9/19/90)
Status: Expires 9/19/00

US 5 US Patent Application Serial No. 592,400 filed 3/22/84 for HIGH SPEED WIRE
PRINT HEAD WITH WIRE PRINT POSITION SHIFT APPARATUS (Ruby
Shifter) of Donald G. Hebert. (See Falk US 5(a)). ABANDONED 2/2/86

US 5(a) CIP Patent No. 4,640,633 issued 2/3/97 (Application Serial No. 710,633 filed
3/15/85 for HIGH SPEED WIRE PRINT HEAD WITH WIRE PRINT POSITION
SHIFT APPARATUS of Donald G. Hebert

Corresponding Foreign Patent:

F Pat 13 Canadian Patent No. 1,235,946 issued 5/3/88 (Application
No. 477156 filed 3/21/85)
Status: Expires 5/3/05

F Pat 14 Taiwan Patent No. UM-40253 issued 8/6/88 (Application No.
74101252 filed 3/26/85) (Converted to Utility Model SN 76-
206585)
Status: Expires 3/26/97

F Pat 15 PCT (Designating Australia, EPO & Japan)
Application No. PCTIUS85/00466] filed 3/19/85
Status: Completed 11/4/85

F Pat 15.1 Australia Patent No. 583819 issued 9/1/89 (designated country
of PCT) (Application No. 41132/85 filed 3/19/85)
Status: Expires 3/19/01

F Pat 15.2 EPO (designated country of PCT) Patent No. 175763 issued
10/10/90 (Application No. 85901793.1 filed 3/19/85)
Status: Expires 3/19/05

Completion of EPO Application in following designated countries:

- F Pat 15.2.1 Austria EPO 175763
- F Pat 15.2.2 Belgium EPO 175763
- F Pat 15.2.3 France EPO 175763
- F Pat 15.2.4 Germany 3580082.8-08
- F Pat 15.2.5 Netherlands EPO 175763

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PATENT
REEL: 9052 FRAME: 0655

TRADEMARK
REEL: 002116 FRAME: 0320

Attachment 6(d)

I. Patents and Patent Applications

US 1 US Patent No. 4,230,038 issued 10/28/80 for
MATRIX PRINT HEAD ASSEMBLY
Status: Expires 10/28/97

Corresponding Foreign Patents and/or Applications:

- F Pat 1 French Patent No. 78 18874 issued 12/5/83 (Application
Serial No. 7.818,874 filed 6/23/78)
Status: Expires 6/23/98. Annual Taxes Due 6/30
- F Pat 2 West German Patent No. 28277396 issued 9/25/86
(Application No. P 2827739.6 filed 6/22/78)
Status: Expires 6/23/98 - Annual Taxes Due 6/23.
- F Pat 3 Great Britain Patent No. 2000084 granted 1/13/82
Status: Expires 6/15/98. Annual Taxes Due 6/15
- F Pat 4 Italian Patent No. 1105421 granted 11/4/85 (Application No.
49998A/78 filed 6/22/78).
Status: Expires 6/22/98. Annual Taxes Due 6/22
- F Pat 5 Japanese Patent No. 1213048 issued 6/27/84 (Application No.
76314 78 filed 6/23/78)
Status: Expires 6/23/98. Annual Taxes Due 10/8

US 2 US Patent No. 4,230,412 issued 10/29/80 for
MATRIX PRINT HEAD ASSEMBLY
Status: Expires 3/17/98

US 3 US Patent No. 4,185,929 issued 1/29/80 for
WIRE MATRIX PRINT HEAD ASSEMBLY
Status: Expires 3/10/98

Corresponding Foreign Patents and/or Applications to US 2 and US 3:

- F Pat 6 French Patent No. 7906292 issued 8/3/97 (Application No.
7906292 filed 3/12/79)
Status: Abandoned 1/8/93

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PATENT
REEL: 9052 FRAME: 0656

TRADEMARK
REEL: 002116 FRAME: 0321

F Pat 7 West German Patent No. P 29095521 issued 8/13/87
(Application No. P 2909552.1 filed 3/10/79)
Status: Abandoned 1/8/93

F Pat 7A West German Divisional Patent No. P29541411 issued 8/6/87
(Application No. P 2954141.1 filed 3/10/79)
Status: Abandoned 1/8/93

F Pat 8 Italian Patent No. 1115083 granted 2/3/86 (Application No.
48312A/79 filed 3/12/79).
Status: Abandoned 1/8/93

F Pat 9 Japanese Patent No. 186652 issued 8/26/94 (Application No
0500559/79 filed 3/9/79.
Status: Expires 3/9/99

F Pat 9(a) Japanese Divisional Application No. 269660/90 filed 3/9/79
Status: Abandoned 8/24/92

F Pat 10 United Kingdom Patent No. 2,015,931 granted 9/8/92.
Status: Abandoned 1/8/93

F Pat 10A United Kingdom Divisional Patent No. 2,075,427 granted
9/29/82.
Status: Abandoned 1/8/93

US 4 US Patent No. 4,478,528 issued 10/23/84 (Serial No. 078,289 filed 9/24/79) for
WIRE MATRIX PRINT HEAD ASSEMBLY
Status: Expires 10/23/01

Corresponding Foreign Patents and/or Applications:

F Pat II EPO Patent No. 26623 issued 1/17/88 (Application No.
80303318.2 filed 9/22/80)
Status: Completed 9/9/87
Expires 9/22/2000

- F Pat I 1.1 France
- F Pat II. 2 Italy
- F Pat 11.5 West Germany Pat. 3072061.7
- F Pat 11.4 United Kingdom
- Abandoned May, 1994

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PATENT
REEL: 9052 FRAME: 0657

TRADEMARK
REEL: 002116 FRAME: 0322

F Pat II (a) EPO Patent Being Opposed by Mannesmann - Opposition
File Opposition Settled/Dropped February, 1990

F Pat 12 PCT (Designating Japan) Patent No. 1593426 issued 12/14/90
(Application No. 502518/90 filed 9/19/90)
Status: Expires 9/19/00

US S US Patent Application Serial No. 592,400 filed 3/22/84 for HIGH SPEED WIRE
PRINT HEAD WITH WIRE PRINT POSITION SHIFT APPARATUS (Ruby
Shifter) of Donald G. Hebert. (See Falk US 5(a)). ABANDONED 2/2/86

US 5(a) CIP Patent No. 4,640,633 issued 2/3/97 (Application Serial No. 710,633 filed
3/15/85 for HIGH SPEED WIRE PRINT HEAD WITH WIRE PRINT POSITION
SHIFT APPARATUS of Donald G. Hebert

Corresponding Foreign Patent:

F Pat 13 Canadian Patent No. 1,235,946 issued 5/3/88 (Application
No. 477156 filed 3/21/85)
Status: Expires 5/3/05

F Pat 14 Taiwan Patent No. UM-40253 issued 8/6/88 (Application No.
74101252 filed 3/26/85) (Converted to Utility Model SN 76-
206585)
Status: Expires 3/26/97

F Pat 15 PCT (Designating Australia, EPO & Japan)
Application No. PCTIUS85/00466] filed 3/19/85
Status: Completed 11/4/85

F Pat 15.1 Australia Patent No. 583819 issued 9/1/89 (designated country
of PCT) (Application No. 41132/85 filed 3/19/85)
Status: Expires 3/19/01

F Pat 15.2 EPO (designated country of PCT) Patent No. 175763 issued
10/10/90 (Application No. 85901793.1 filed 3/19/85)
Status: Expires 3/19/05

Completion of EPO Application in following designated countries:

- * F Pat 15.2.1 Austria EPO 175763
- * F Pat 15.2.2 Belgium EPO 175763
- * F Pat 15.2.3 France EPO 175763
- * F Pat 15.2.4 Germany 3580082.8-08
- * F Pat 15.2.5 Netherlands EPO 175763

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PATENT
REEL: 9052 FRAME: 0658

TRADEMARK
REEL: 002116 FRAME: 0323

- F Pat 15.2.6 Switzerland EPO 175763
- F Pat 15.2.7 Sweden EPO 175763
- F Pat 15.2.8 United Kingdom EPO 175763
- Expires 3/19/05

F Pat 15.3 Japan (designated country of PCT) Patent No. 1886353 issued 11/22/94 (Application No. 501362/85 filed 3/19/95)
 Status: Expires 3/19/05

US 6 US Patent Application for
 WIRE SHIFT APPARATUS
 Filed as a CIP of US 5 - See US 5(a).

US 7 United States Patent No. 4,755,068 issued 7/5/89 for
 DOT MATRIX PRINT HEAD ASSEMBLY

Corresponding foreign patent applications as follows:

US 7 F Pat 16 - EPO (designating Belgium, France, Germany, Italy, Netherlands, Sweden, Switzerland & UK)

Application No. 88300729.6 filed 11/28/88

Patent No. 281240 issued 4/27/94 - Expires 1/29/08

- US 7 F Pat 16.1 - France Patent No. 281240
- US 7 F Pat 16.2 - Germany Patent No. 3889244.8-08
- US 7 F Pat 16.3 - Italy Patent No. 281240
- US 7 F Pat 16.4 - United Kingdom Patent No. 281240

Expires 1/28/08

US 7 F Pat 17 - Japan

Application No. 17482/88 filed 1/29/99

Status: O/A received - response due 7/8/97

US 8 United States Patent No. 4,886,381 issued 12/12/89 (Serial No. 185, 390 filed 5/6/88) for (Model 3024 Print Head) DOT MATRIX PRINT HEAD ASSEMBLY

Corresponding foreign patent applications as follows:

US 8 F Pat 18 - PCT (designating Australia, Brazil, EPO, Korea & Japan)

Application No. US89/01874 filed

Status: Completed 10/18/90

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PATENT
 REEL: 9052 FRAME: 0659

TRADEMARK
 REEL: 002116 FRAME: 0324

US 8 F Pat 18.1 Australia Patent No. 626.873 issued 1/12/93 (Application No. 35767/89 filed 5/2/89)
Status: Expires 5/2/2005

US 8 F Pat 18.2. Brazil Patent No. 8907403-3 issued 8/30/94 (Application No. PI8907403 filed 5/2/89)
Status: Expires 5/2/04 - Annual tax due 5/2

US 8 F Pat 18.3 EPO Patent No. 418268 issued 10/26/84 (Application No. 89905926.5 filed 5/2/89)
Status: Expires 5/2/09

EPO F Pat 18.3 completed in the following countries:

- US 8 F Pat 18.3.1 - French Patent No. 418268
- US 8 F Pat 18.3.2 - German Parent No. 68919083.2-08
- US 8 F Pat 18.3.3 - U.K. Patent No. 418268
Expires 5/2/09

US 16 F Pat 18 Japan Application No. 505957/89 filed 5/2/99
Status: Requested examination 11/21/95

US 9 United States Patent Application. Serial No. 541,820 for
CONTINUOUS LASER PRINTER CONTROLLER

US 10 US Patent No. 4,735,521 issued 1/6/88 for
DRIVE APPARATUS FOR PRR41TR MECHANISM
Status: Expires 1/6/08

US 11 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 21:

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

US 12 United States Patent Application filed 10/18/96
VICTOR PRINTER

US 13 US Patent No. 4,884,904 issued 12/05/89 for
BAR CODE PRINTER
Status: Expires 12/05/06

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PATENT
REEL: 9052 FRAME: 0660

TRADEMARK
REEL: 002116 FRAME: 0325

- 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
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
METHOD AND APPARATUS FOR ENERGIZING PRINthead (UTILITY)
- US 26 US Patent No. 4,810,110 issued 3/7/89 for
FORM THICKNESS COMPENSATOR WITH CUTTER, PRINTER MECHANISM

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PATENT
REEL: 9052 FRAME: 0661

TRADEMARK
REEL: 002116 FRAME: 0326

- US 27 US Patent No. **D273868** issued 5/15/84 for
PAPER GUIDE FOR PRINTER TERMINAL
- US 28 US Patent No. **5,554,840** issued 9/10/96 for
HYBRID CARD READER
- US 29 US Patent No. **5,491,327** issued 2/13/96 for
UNIVERSAL MAGNETIC NEDRUM ENCODER WITH TILT-
COMPENSATING APPARATUS
- US 30 US Patent No. **5,331,003** issued 7/19/94 for
HYBRID CARD READER
- US 31 US Patent No. **5,311,003** issued 5/10/94 for
HAND-OPERATED MAGNETIC STRIPE READER
- US 32 US Patent No. **5,204,513** issued 4/20/93 for
DECODER FOR MAGNETIC STRIPE RECORDING
- US 33 US Patent No. **5,101,097** issued 3/31/92 for
HAND SWIPE MAGNETIC STRIPE ENCODER
- US 34 US Patent No. **4,742,213** issued 5/3/88 for
CREDIT CARD READING APPARATUS WITH RELIABLE OPTICAL PATH
INTERRUPT MEANS
- US 35 US Patent No. **4,598,479** issued 7/8/86 for
TIMING WHEEL FOR CARD ENCODER, MOUNTING FOR A SPATIAL
MEASUREMENT WHEEL
- US 36 US Patent No. **4,593,328** issued 6/3/86 for
TIMING WHEEL FOR CARD ENCODER
- US 37 US Patent No. **4,028,734** issued 6/6/77 for
PLURAL MAGNETIC HEAD ASSEMBLY WITH INDEPENDENTLY
SUPPORTING STRUCTURE
- US 38 US Patent No. **5,092,688** issued 3/3/92 for
PORTABLE BARCODE PRINTER
- US 39 US Patent No. **4,884,904** issued 12/5/89 for
BAR CODE PRINTER 2222

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TRADEMARK
REEL: 002116 FRAME: 0327

GLOBAL AMENDMENT and ASSIGNMENT AND ACCEPTANCE, dated as of October 20, 1997 (this "Global Amendment"), among (i) ANIOHM TRANSACTION SOLUTIONS, INC., a California corporation (the "Borrower"); (ii) the several lenders and other financial institutions listed on the signature pages of this Global Amendment (individually, a "Lender", and collectively, the "Lenders"); (iii) UNION BANK OF CALIFORNIA, N.A., as successor administrative agent (the "Administrative Agent"); (iv) LEHMAN BROTHERS INC., as Arranger, and (v) LEHMAN COMMERCIAL PAPER INC., as resigning administrative agent and as Syndication Agent and as a Lender ("LCPI").

WITNESSETH

WHEREAS, the Borrower and LCPI are parties to the Credit Agreement (as amended, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement") and the other Loan Documents thereunder, each dated as of October 2, 1997; and

WHEREAS, the parties wish to amend the Credit Agreement and the other Loan Documents to, among other things, add the Lenders as parties to the Credit Agreement, replace LCPI, as administrative agent, with the Administrative Agent and to effectuate certain other changes requested by the Lenders, all as set forth in this Global Amendment;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

SECTION 1. DEFINITIONS.

1.1 Defined Terms. Unless otherwise defined herein and except as set forth in this Global Amendment, terms defined in the Credit Agreement are used herein as therein defined.

SECTION 2. AMENDMENT OF CREDIT AGREEMENT.

2.1 Amendments. As of the Effective Date (as defined in Section 5 below) the Credit Agreement is hereby amended to read in its entirety as set forth in Exhibit A hereto.

SECTION 3. REPLACEMENT OF ADMINISTRATIVE AGENT.

3.1 Resignation and Appointment. LCPI hereby resigns as administrative agent under the Credit Agreement and the other Loan Documents and the Lenders hereby appoint Union Bank of California, N.A., as Administrative Agent under the Credit Agreement and the other Loan Documents and Union Bank of California, N.A., hereby accepts such

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appointment. The Borrower hereby consents to such resignation and appointment. Each of the Loan Documents is hereby amended to reflect such resignation and appointment, and Union Bank of California, N.A. shall be treated as the Administrative Agent under the Credit Agreement and the other Loan Documents. As provided in Section 9.9 of the Credit Agreement, the provisions of Section 9 of the Credit Agreement inure to the benefit of LCPI as to any actions taken or omitted to be taken by it while it was Administrative Agent. The Borrower and the Lenders waive the provisions of Section 9.9 to the extent they may be contrary to the provisions of this paragraph 3.1.

3.2 Assignment of Security Interests. LCPI, as resigning administrative agent, hereby assigns to Union Bank of California, N.A., as successor Administrative Agent, the security interests created in its favor pursuant to the Loan Documents, and all UCC Financing Statements filed to perfect such security interests. LCPI agrees that it will execute and deliver to Union Bank of California, N.A., as Administrative Agent, UCC-3 Assignments assigning to Union Bank of California, N.A., as Administrative Agent, all UCC Financing Statements heretofore filed in favor of LCPI in connection with (i) the Credit Agreement and (ii) the Credit Agreement, dated as of August 19, 1997, among Axiohm S.A., Axiohm IPB, Inc., AX Acquisition Corporation, the several lenders from time to time parties thereto and Lehman Commercial Paper Inc., as arranger, syndication agent and administrative agent. Such UCC Assignments will be prepared, executed and delivered to Union Bank of California, N.A. as promptly as practicable after the returning to LCPI of the original UCC Financing Statements from the filing offices. LCPI also agrees to deliver to Union Bank of California, N.A., as successor Administrative Agent, all stock certificates and instruments delivered to it as collateral under the Loan Documents.

SECTION 4. ADDITION OF LENDERS.

4.1 Assignment. By its signature below each of the Lenders (other than LCPI which is already a Lender) each such other Lender, an "Assignee") shall become a Lender party to the Credit Agreement and the other Loan Documents with all rights, powers and obligations of a Lender thereunder and with Commitments as set forth on Schedule I attached hereto. LCPI hereby irrevocably sells and assigns to each Assignee without recourse to LCPI, and each Assignee hereby irrevocably purchases and assumes from LCPI without recourse to LCPI, as of the Effective Date, the Commitments set forth opposite such Assignee's name on Schedule I and any Loans outstanding under such Commitments, effective upon receipt by LCPI in immediately available funds of the outstanding principal amount of such Loans.

4.2 Representations and Warranties of LCPI. LCPI (a) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or with respect to the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto, other than that LCPI has not created any adverse claim upon the interest being assigned by it hereunder and that such interest is free and clear of any such adverse claim, and (b) makes no representation or warranty and assumes no responsibility

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with respect to the financial condition of the Borrower, any of its Subsidiaries or any other obligor or the performance or observance by the Borrower, any of its Subsidiaries or any other obligor of any of their respective obligations under the Credit Agreement or any other Loan Document, or any other instrument or document furnished pursuant hereto or thereto.

4.3 Representations and Warranties of Assignees. Each Assignee (a) represents and warrants that it is legally authorized to enter into this Global Amendment; (b) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements referred to in Section 4.1 or delivered pursuant to Section 6.1 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Global Amendment; (c) agrees that it will, independently and without reliance upon LCPI, the Administrative Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; (d) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Administrative Agent by the terms thereof, together with such powers as are incidental thereto; and (e) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with its terms all the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender including, if it is organized under the laws of a jurisdiction outside the United States, its obligation pursuant to Section 2.18(d) of the Credit Agreement.

4.4 Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Loans and Commitments assigned hereunder (including payments of principal, interest, fees and other amounts) to each Assignee whether such amounts have accrued prior to the Effective Date or accrue subsequent to the Effective Date. LCPI and each Assignee shall make all appropriate adjustments in payments by the Administrative Agent for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.

4.5 Certain Rights. From and after the Effective Date, (a) each Assignee shall be a party to the Credit Agreement and, to the extent provided in this Global Amendment, have the rights and obligations of a Lender thereunder and under the other Loan Documents and shall be bound by the provisions thereof and (b) LCPI shall, to the extent provided in this Global Amendment, relinquish its rights and be released from its obligations under the Credit Agreement.

SECTION 5. MISCELLANEOUS.

5.1 Effectiveness. This Global Amendment shall become effective as of October 20, 1997 (the "Effective Date") when the Administrative Agent shall have received

05-11-95 6425897 ATRIBL AND

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counterparts of this Global Amendment, duly executed and delivered by the Borrower, LCP, the Administrative Agent and each Lender which signs a counterpart hereof.

5.2 Representations and Warranties. After giving effect to the amendments contained herein, on the Effective Date, the Borrower hereby (i) confirms, reaffirms and restates the representations and warranties set forth in Section 4 of the Credit Agreement; provided that each reference in such Section 4 to "this Agreement" shall be deemed to be a reference both to this Global Amendment and to the Credit Agreement as amended by this Global Amendment and (ii) confirms that no Default or Event of Default shall have occurred and be continuing.

5.3 Continuing Effect; No Other Amendments. Except as expressly amended or waived hereby, all of the terms and provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect. The amendments contained herein shall not constitute an amendment or waiver of any other provision of the Credit Agreement or the other Loan Documents or for any purpose except as expressly set forth herein.

5.4 Counterparts. This Global Amendment may be executed in any number of counterparts by the parties hereto, each of which counterparts when so executed shall be an original, but all the counterparts shall together constitute one and the same instrument.

5.5 GOVERNING LAW. THIS GLOBAL AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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TRADEMARK
REEL: 002116 FRAME: 0331

IN WITNESS WHEREOF, the parties hereto have caused this Global Amendment to be executed and delivered by their respective duly authorized officers as of the date first above written.

AXIOM TRANSACTION SOLUTIONS, INC.

By: 

Title:

UNION BANK OF CALIFORNIA, N.A., as
successor Administrative Agent and as a Lender

By: _____

Title:

LEHMAN COMMERCIAL PAPER INC., as
resigning administrative agent and as
Syndication Agent and as a Lender

By: _____

Title:

0011606625097A#EEDL.AMD

PATENT
REEL: 9052 FRAME: 0667

TRADEMARK
REEL: 002116 FRAME: 0332

IN WITNESS WHEREOF, the parties hereto have caused this Global Amendment to be executed and delivered by their respective duly authorized officers as of the date first above written.

AXIOM TRANSACTION SOLUTIONS, INC.

By: _____
Title:

**UNION BANK OF CALIFORNIA, N.A., as
successor Administrative Agent and as a Lender**

By:  _____
Title: Vice President

**LEHMAN COMMERCIAL PAPER INC., as
resigning administrative agent and as
Syndication Agent and as a Lender**

By: _____
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Global Amendment to be executed and delivered by their respective duly authorized officers as of the date first above written.

AXIOHM TRANSACTION SOLUTIONS, INC.

By: _____
Title:

UNION BANK OF CALIFORNIA, N.A., as
successor Administrative Agent and as a Lender

By: _____
Title:

LEHMAN COMMERCIAL PAPER INC., as
resigning administrative agent and as
Syndication Agent and as a Lender

By: *Denise J. Lee*
Title: *Authorized Signatory*

053113:0956:02509:07AFB:NL.AMD

PATENT
REEL: 9052 FRAME: 0669

TRADEMARK
REEL: 002116 FRAME: 0334

SOUTHERN PACIFIC BANK

By: *Paula Meyers*
Title: SENIOR VICE PRESIDENT

BHF-BANK AKTIENGESELLSCHAFT

By: _____
Title: _____

By: _____
Title: _____

BSB BANK & TRUST COMPANY

By: _____
Title: _____

IMPERIAL BANK, A CALIFORNIA BANKING CORPORATION

By: _____
Title: _____

MELLON BANK, N.A.

By: _____
Title: _____

0511100954025097AFEDLAMD

2002 FAX NO. 212 455 2502 FAX 510 207 1087
OCT-17-97 FRI 01:34 PM STB-R4
10 20 97 MON 06:08 FAX 510 207 1087

REEL: 9052 FRAME: 0670

TRADEMARK

REEL: 002116 FRAME: 0335

SOUTHERN PACIFIC BANK

By: _____
Title: _____

BHF-BANK AKTIENGESELLSCHAFT

By: Den Dobrynskiy
Title: _____

Den Dobrynskiy
Assistant Vice President

By: Johannes
Title: AVP

BSB BANK & TRUST COMPANY

By: _____
Title: _____

IMPERIAL BANK, A CALIFORNIA BANKING CORPORATION

By: _____
Title: _____

MELLON BANK, N.A.

By: _____
Title: _____

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P. 08

FAX NO. 212 455 2502

OCT-17-97 FRI 01:34 PM EST '97
REEL: 9052 FRAME: 0671

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SOUTHERN PACIFIC BANK

By: _____
Title:

BHF-BANK AKTIENGESSELLSCHAFT

By: _____
Title:

By: _____
Title:

BSB BANK & TRUST COMPANY

By: John B. Westcott
Title: John B. Westcott
Vice President

IMPERIAL BANK, A CALIFORNIA BANKING CORPORATION

By: _____
Title:

MELLON BANK, N.A.

By: _____
Title:

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TEL: 310 338 2612
FAX NO. 212 455 2502

P. 002
P. 11
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**SOUTHERN PACIFIC THRIFT & LOAN
ASSOCIATION**

By: _____
Title:


BHF-BANK AKTIEGESELLSCHAFT

By: _____
Title:

BSB BANK & TRUST COMPANY

By: _____
Title:

**IMPERIAL BANK, A CALIFORNIA BANKING
CORPORATION**

By:  _____
Title: RAY VADALMA
SENIOR VICE PRESIDENT

MELLON BANK, N.A.

By: _____
Title:

SOCIETE GENERALE

By: _____
Title:

PATENT
REEL: 9052 FRAME: 0673

03111100360230907AFBFDLAME

SOUTHERN PACIFIC BANK

By: _____
Title:

BHF-BANK AKTIENGESELLSCHAFT

By: _____
Title:

By: _____
Title:

BSB BANK & TRUST COMPANY

By: _____
Title:

IMPERIAL BANK A CALIFORNIA BANKING CORPORATION

By: _____
Title:

MELLON BANK N.A.

By: Ernest E. Brock
Title: VICE PRESIDENT

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

PATENT
REEL: 9052 FRAME: 0674

TRADEMARK
REEL: 002116 FRAME: 0339

SOCIÉTÉ GÉNÉRALE

By: 

Title: 

Relationship Manager

Marek Vasak
Vice President and
Senior Relationship Director

BANQUE NATIONALE DE PARIS

By: _____

Title: _____

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PATENT

REEL: 9052 FRAME: 0675

TRADEMARK
REEL: 002116 FRAME: 0340

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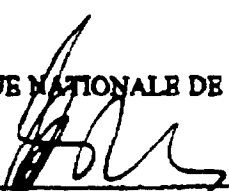
OCT 17 97 11:09

7

SOCIETE GENERALE

By: _____
Title:

BANQUE NATIONALE DE PARIS

By:  _____
Title: **C. BETTLES**
& V.P. & Manager

LENDERS, NOTICE INFORMATION AND COMMITMENTS

ADDRESS FOR NOTICES	REVOLVING CREDIT COMMITMENT	TRANCHE A TERM LOAN COMMITMENT	TRANCHE B TERM LOAN COMMITMENT
Union Bank of California, N.A. 530 B Street, 4th Floor San Diego, California 92101 Attention: Bruce Breslau Telecopy: (619) 230-3766	\$4,500,000	\$4,500,000	
Lehman Commercial Paper Inc. 3 World Financial Center New York, New York 10285 Attention: Michele Swanson Telecopy: (212) 528-0819	\$5,000,000	\$9,500,000	\$15,000,000
Southern Pacific Bank 12500 Wilshire Boulevard Los Angeles, California 90071 Attention: Chris Kelleher Telecopy: (310) 442-3351	\$2,500,000	\$2,500,000	
BHF-BANK Aktiengesellschaft 590 Madison Avenue New York, New York 10022-2504 Attention: Renate Boston Telecopy: (212) 756-5536	\$4,500,000		
BSB Bank & Trust Company 58-08 Exchange Street Binghamton, New York 13901 Attention: John B. Westcott Telecopy: (607) 722-6287	\$2,500,000	\$2,500,000	

Imperial Bank, A California Banking Corporation 9920 S. La Cienega Boulevard, 14th Floor Inglewood, California 90301 Attention: Jamie Harney Telecopy: (310) 417-5997	\$2,500,000	\$2,500,000	
Mellon Bank, N.A. 400 South Hope Street 5th Floor Los Angeles, California 90071 Attention: Everett Orrick Telecopy: (213) 629-0484	\$4,500,000	\$4,500,000	
Société Générale 1221 Avenue of the Americas, 11th Floor New York, New York 10020 Attention: Nathalie Thullez Paolo Salvi Telecopy: (212) 278-7463	\$4,500,000	\$4,500,000	
Banque Nationale de Paris 725 S. Figueroa Street Suite 2090 Los Angeles, California Attention: Tjalling Terpstra Telecopy: (213) 488-9602	\$4,500,000	\$4,500,000	
TOTAL	\$35,000,000	\$35,000,000	\$15,000,000

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

PATENT
 REEL: 9052 FRAME: 0678