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Attorney Docket No. 117441

Please record the attached original documents or copy thereof.

1. A. Name of conveying parties:

Douglas K. HERRMANN
Timothy M. DAVIS
Matthew J. ROSS
Brian J. DUNHAM

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

2. A. Name and address of receiving party:

XEROX CORPORATION
800 Long Ridge Road
P.O. Box 1600
Stamford, Connecticut 06904-1600

B. Additional name(s) & address(es) attached?
 Yes No

16834 U.S. PTO
10740491

122203

3. A. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

B. Execution Date: 1, 2, 4) December 11, 2003 and 3)
December 15, 2003

4. A. If this document is being filed together with a new application, the execution date of the application is: 1, 2, 4) December
11, 2003 and 3) December 15, 2003.
B. Patent Application No. (s) _____
10740491

C. Patent No. (s) _____

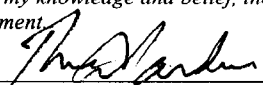
D. Additional numbers attached? Yes No

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

James A. Oliff
OLIFF & BERRIDGE, PLC
P.O. Box 19928
Alexandria, VA 22320

6. Total number of applications and patents involved:
1
7. Total fee (37 CFR 3.41).....\$40.00
Charge to Deposit Account No. 24-0037
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9. 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.


James A. Oliff Registration No. 20,075
Holly N. Sy Registration No. 50,212
THOMAS G. PARDONE 30,411

Date: December 22, 2003

Total number of pages: 2

12/30/2003 DEBYRNE 00000128 240037 10740491

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ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I/WE, the undersigned,

Douglas K. HERRMANN; Timothy M. DAVIS; Matthew J. ROSS; and Brian J. DUNHAM

who have created a certain invention for which an application for United States Letters Patent has been executed concurrently herewith and is entitled


CLAMP ACTUATOR SYSTEM AND METHOD OF USE

Do hereby sell, assign and transfer to XEROX CORPORATION, a corporation of the State of New York having a place of business at Stamford, in the County of Fairfield, and State of Connecticut, its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts and treaties;

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Covenant with said Assignee, its successors, assigns, or legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

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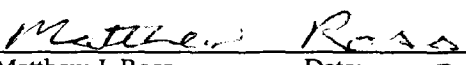
Douglas K. Herrmann Date: 12/11/03

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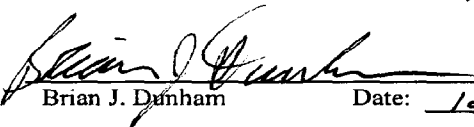
Timothy M. Davis Date: 12/11/03

Date: _____



Matthew J. Ross Date: 12/15/03

Date: _____



Brian J. Dunham Date: 12/11/03

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