

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Execution Date
Bank One, NA	06/25/2003

RECEIVING PARTY DATA

Name:	Xerox Corporation
Street Address:	100 Clinton Avenue South
Internal Address:	XRX2-20A
City:	Rochester
State/Country:	NEW YORK
Postal Code:	14644

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	6509898
Patent Number:	6675356
Patent Number:	6470269
Patent Number:	6922699
Patent Number:	6941321
Patent Number:	6499034
Patent Number:	7017110
Patent Number:	6671711
Patent Number:	6601021
Patent Number:	6907459

CORRESPONDENCE DATA

Fax Number: (585)423-6059
 Phone: 585-423-4309
 Email: Jean.Hough@xerox.com

CH \$400.00 6509898

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Jean Hough
Address Line 1: 100 Clinton Avenue South
Address Line 2: XRX2-20A
Address Line 4: Rochester, NEW YORK 14644

NAME OF SUBMITTER:

Jean Hough

Total Attachments: 12

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Release of Security Interest on Patents

WHEREAS, by a certain Patent Security Agreement dated as of June 21, 2002 (the "Agreement"), Xerox Corporation (the "Lien Grantor") granted to Bank One, NA, as collateral agent (the "Grantee") a security interest in and lien on those patents, patent applications and patent licenses (collectively, the "Patents") owned by the Lien Grantor and set forth on Schedule A hereto;

WHEREAS, the Agreement was recorded with the United States Patent and Trademark Office on July 30, 2002 on reel 013111, frame 0001;

WHEREAS, Grantee desires to release its security interest in and lien on the Patents set forth on Schedule A hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee does hereby release its security interest in and lien on the Patents set forth on Schedule A hereto and reassigns to the Lien Grantor all right, title and interest of Grantee in and to such Patents.

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Date: June 25, 2003

BANK ONE, NA, as Collateral
Agent

By: Phillip D. Martin
Name: Phillip D. Martin
Title: Senior Vice President

Schedule A

See Attached.

US PENDING APPLICATIONS SORTED BY FILING DATE

Docket Number	Docket File Date	US Application Number
97595	11/17/97	08 972208
97596	11/17/97	08 971767
97090	11/24/97	08 977193
97427	11/24/97	08 976579
97486	11/24/97	08 976474
97162	11/25/97	08 978307
97259	1/8/98	09 004254
97335	1/8/98	09 004253
97577	1/12/98	09 005978
96012	1/21/98	09 010371
96579	1/21/98	09 010333
97425	1/30/98	09 016224
PX97011	2/13/98	09 023567
PX97011Q	2/13/98	09 023114
97419	2/24/98	09 028548
91237CD	2/25/98	09 072343
98093	3/2/98	09 033222
96675	3/9/98	09 037555
97420	3/20/98	09 045019
98094	3/20/98	09 045447
PX97009	3/31/98	09 050363
96153	4/8/98	09 056945
Allowed		
5/2002		
PX97010	4/10/98	09 058283
Allowed		
2/2002		
PX97005	4/14/98	09 059335
98238	4/15/98	09 060577
Allowed		
4/2002		
98143	4/17/98	09 062341
96761	4/20/98	09 062404
98107	4/24/98	09 065915
98004	4/28/98	09 067880

US PENDING APPLICATIONS SORTED BY FILING DATE

Docket Number	Docket File Date	US Application Number
98047 Allowed 4/2002	12/22/98	09 218924
98378	12/22/98	09 218959
98775	12/22/98	09 219089
98775Q1	12/22/98	09 219056
R98024 Allowed 5/2002	12/22/98	09 218434
95193 Allowed 4/2002	12/23/98	09 221285
98231	12/23/98	09 219833
98439	12/23/98	09 219850
98504	12/23/98	09 220973
98624	12/23/98	09 219814
98630	12/23/98	09 219713
98714	12/23/98	09 220972
98716	12/23/98	09 220976
98213	12/28/98	09 221239
98428	12/29/98	09 221996
98557	12/29/98	09 222209
95286	12/30/98	09 223294
98140	12/30/98	09 223016
98779	12/30/98	09 223112
98780	12/30/98	09 224254
PX98003	12/30/98	09 223637
PX98005	12/30/98	09 222962
96796Q2H	12/31/98	09 223882
98105	12/31/98	09 224322
98109 Allowed 2/2002	12/31/98	09 224335
PX98008	12/31/98	09 224708
98269 Allowed 5/2002	1/5/99	09 225667

PATENT

REEL: 026954 FRAME: 0034

US PENDING APPLICATIONS SORTED BY FILING DATE

Docket Number	Docket File Date	US Application Number
99399	7/26/99	09 361496
96602	7/27/99	09 362021
96602Q1	7/27/99	09 362022
96602Q2	7/27/99	09 362020
99304	7/28/99	09 363308
99038	7/30/99	09 364630
99039	7/30/99	09 364959
PX98006	8/3/99	09 366498
98172	8/5/99	09 368354
PX99009	8/9/99	09 370406
99067	8/10/99	09 370891
99067Q1	8/10/99	09 370890
99067Q2	8/10/99	09 371038
99067Q3	8/10/99	09 371039
99078	8/13/99	09 373869
99108Q	8/13/99	09 373426
96694	8/16/99	09 375030
98283	8/16/99	09 375031
99178	8/17/99	09 376284
99196	8/20/99	09 377697
98698	8/23/99	09 379306
97218	8/25/99	09 382886
98346	8/25/99	09 382613
A0346	8/25/99	09 383034
99016	8/26/99	09 383981
98728	8/27/99	09 384759
98728Q4	8/27/99	09 384756
98754	8/27/99	09 384211
R95007K Allowed	8/27/99	09 091366
2/2002		
98457 Allowed	8/30/99	09 385263
10/2001		
98748 Allowed	8/30/99	09 386014
10/2001		

PATENT

REEL: 026954 FRAME: 0035

US PENDING APPLICATIONS SORTED BY FILING DATE

Docket Number	Docket File Date	US Application Number
99241	9/29/99	09 408415
99241Q	9/29/99	09 408458
99479	9/29/99	09 408872
99487	9/29/99	09 408873
99596	9/29/99	09 408220
99606	9/29/99	09 409541
99076	9/30/99	09 410286
99305	9/30/99	09 409690
99093	10/1/99	09 410520
99493	10/1/99	09 410812
99547	10/1/99	09 410986
Allowed		
4/2002		
98389	10/4/99	09 411642
99340	10/4/99	09 411268
99340Q1	10/4/99	09 411269
99423Q	10/4/99	09 411212
98314I	10/5/99	09 410371
Allowed		
1/2002		
98455	10/5/99	09 412275
99217	10/7/99	09 415017
97380	10/11/99	09 416149
99240	10/11/99	09 416148
98191Q	10/12/99	09 415628
99344	10/12/99	09 416455
99701	10/14/99	09 418409
99702	10/14/99	09 416292
R97014K	10/15/99	09 419435
99011	10/19/99	09 421770
99197	10/19/99	09 425038
99198	10/19/99	09 421416
99198Q1	10/19/99	09 421767
99198Q2	10/19/99	09 425039
99198Q3	10/19/99	09 421419
98452	10/20/99	09 421063
98480	10/20/99	09 422117

US PENDING APPLICATIONS SORTED BY FILING DATE

Docket Number	Docket File Date	US Application Number
99852	2/25/00	09 512886
A0054	2/25/00	09 512889
A0056	2/25/00	09 512769
A0371	2/25/00	09 512896
98621	2/28/00	09 514699
99816	2/28/00	09 513786
99818	2/28/00	09 514626
99124	3/2/00	09 517522
95366CC	3/3/00	09 517944
A0005Q	3/8/00	09 520530
A0101P	3/9/00	60 187951
99162	3/10/00	09 522082
A0020	3/24/00	09 534232
96753	3/27/00	09 534530
Allowed		
8/2001		
99813	3/28/00	09 536803
Allowed		
1/2002		
99184	3/29/00	09 538382
99611Q	3/29/00	09 537886
99611Q2	3/29/00	09 538392
A0061	3/29/00	09 538597
A0062	3/29/00	09 538596
91302CD	3/30/00	09 539493
99258	3/30/00	09 537484
Allowed		
5/2002		
99491	3/30/00	09 539736
99794	3/31/00	09 540063
A0045	3/31/00	09 540976
98311D	4/4/00	09 542721
A0036	4/6/00	09 544708
99458	4/7/00	09 543962
98381C	4/10/00	09 545849
PX99003	4/13/00	09 548685
99126	4/14/00	09 549518

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REEL: 026954 FRAME: 0037

US PENDING APPLICATIONS SORTED BY FILING DATE

Docket Number	Docket File Date	US Application Number
A0988	12/8/00	09 732023
A0A26	12/8/00	09 731783
96076	12/11/00	09 733721
Allowed 5/2002		
99384	12/11/00	09 734621
A0909	12/11/00	09 732727
Allowed 2/2002		
A0942	12/11/00	09 733069
A0A21	12/11/00	09 734395
A0A91P	12/11/00	60 254668
99839	12/12/00	09 735166
A0641	12/12/00	09 737217
A0775	12/12/00	09 735167
A0795	12/12/00	09 735320
Allowed 4/2002		
A0818	12/12/00	09 737216
98349D	12/13/00	09 736108
Allowed 4/2002		
A0165	12/13/00	09 736520
A0401	12/14/00	09 738676
A0515	12/14/00	09 736986
Allowed 1/2002		
A0592Q	12/14/00	09 737413
99180	12/15/00	09 736704
A0108	12/15/00	09 738477
A0109	12/15/00	09 738133
A0114	12/15/00	09 737512
A0123	12/15/00	09 738573
A0472	12/15/00	09 737535
A0543	12/15/00	09 737513
A0545	12/15/00	09 737537
A0615	12/15/00	09 738574

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REEL: 026954 FRAME: 0038

US PENDING APPLICATIONS SORTED BY FILING DATE

Docket Number	Docket File Date	US Application Number
A0557	3/14/01	09 808691
99795	3/15/01	09 809388
99345	3/19/01	09 812483
A0458	3/19/01	09 812037
A0687	3/19/01	09 810138
Allowed		
4/2002		
A0864	3/19/01	09 812498
97405C	3/20/01	09 811615
97446D	3/21/01	09 814222
Allowed		
5/2002		
A0150	3/21/01	09 814334
A0137	3/22/01	09 815409
A0663	3/22/01	09 814895
A1023	3/22/01	09 815407
A0005	3/23/01	09 815673
A0075	3/23/01	09 815116
A0447	3/26/01	09 817737
A0920	3/26/01	09 817492
A0649	3/27/01	09 817186
97525D1	3/29/01	09 821150
97525D2	3/29/01	09 821250
96564	3/30/01	09 820705
A0634	3/30/01	09 820588
A0721	3/30/01	09 822690
A0722	3/30/01	09 822688
A0A27	3/30/01	09 821025
A0A28	3/30/01	09 820968
A0A29	3/30/01	09 820706
99152Q	4/3/01	09 825586
A0713	4/5/01	09 827615
99559D	4/6/01	09 827726
Allowed		
3/2002		

RELEASE OF LIEN IN PATENTS

This RELEASE OF LIEN IN PATENTS, dated as of this 29th day of November, 2007, is made by JPMORGAN CHASE BANK, N.A., a national banking association with an office located at 270 Park Avenue, 4th Floor, New York, New York 10017, successor by merger to Bank One, NA, as Collateral Agent ("**Assignor**") in favor of XEROX CORPORATION, a New York corporation, located at 45 Glover Avenue, P.O. Box 4505, Norwalk, Connecticut 06856-4505 ("**Assignee**"). Capitalized terms as used in this RELEASE OF LIEN IN PATENTS, but not defined herein, have the meanings set forth in the Security Agreement (as defined below).

WHEREAS, Assignee, the Overseas Borrowers, the Lenders, Bank One, NA, as Administrative Agent, Collateral Agent and LC Issuing Bank, JPMorgan Chase Bank, as Documentation Agent, and Citibank, N.A., as Syndication Agent, are parties to an Amended and Restated Credit Agreement dated as of June 21, 2002 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, Assignee secured certain of its obligations (the "**Secured Obligations**") by granting to Bank One, NA for the benefit of the Secured Parties, a continuing security interest in and to personal property of the Assignee, including all right, title, and interest of the Assignee in and to the Patent Collateral (as defined below) pursuant to (i) a Guarantee and Security Agreement dated as of June 21, 2002 entered into pursuant to the Credit Agreement (as amended and/or supplemented from time to time, the "**Security Agreement**") among Assignee, Bank One, NA, and the Subsidiary Guarantors party thereto and (ii) certain other Security Documents (as defined in the Credit Agreement) to which Bank One, NA and Assignee are party, including without limitation:

(a) a Patent Security Agreement, dated as of June 21, 2002 and recorded in the U.S. Patent and Trademark Office on July 30, 2002 at Reel 013111/Frame 0001 (the "**July Agreement**"); and

(b) a Patent Security Agreement, dated as of June 21, 2002 and recorded in the U.S. Patent and Trademark Office on June 28, 2002 at Reel 013153/Frame 0001 (the "**June Agreement**") (the June Agreement and July Agreement entered into by the parties pursuant to the Credit Agreement are hereinafter collectively referred to as the "**Patent Security Agreements**"); and

WHEREAS, the Secured Obligations have been paid and performed in full (other than any contingent or indemnification obligations which by the terms of the Credit Agreement survive repayment of loans thereunder), and the requirements of the Credit Agreement for discharge of the liens in the Patent Collateral have been satisfied; and

WHEREAS, Assignor is a successor by merger to Bank One, NA;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby releases its continuing security interest in and to all of the Assignee's right, title and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**");

- (i) each Patent (as defined in the Security Agreement) owned by the Assignee and identified in or pledged to the Assignor pursuant to the Patent Security Agreements;
- (ii) each Patent License (as defined in the Security Agreement) to which the Assignee is a party pledged to the Assignor pursuant to the Patent Security Agreements; and

- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Assignee against third parties for past, present or future infringement of any Patent owned by the Assignee and referred to in the preceding clause (i) or (ii) (including, without limitation, any Patent identified in or pledged to Assignor pursuant to the Patent Security Agreements).


The Assignee hereby revokes and cancels any and all appointments of Assignor as its attorney-in-fact, made pursuant to the Security Agreement, Patent Security Agreements and/or other Security Documents relating to the Patent Collateral.

This RELEASE OF LIEN IN PATENTS shall be construed in accordance with and governed by the laws of the State of New York, except as otherwise required by mandatory provisions of law.

IN WITNESS WHEREOF, the Assignor has caused this RELEASE OF LIEN IN PATENTS to be duly executed by its officer thereunto duly authorized as of the date first above written.

JPMORGAN CHASE BANK, N.A.,
Successor by merger to Bank One, NA,
as Collateral Agent

By: _____


Name: SHARON GAZGAB

Title: VICE PRESIDENT