

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: 6	
Property Type	Number
Patent Number:	6964022
Patent Number:	6662270
Patent Number:	6741745
Patent Number:	6601102
Patent Number:	6487189
Patent Number:	6430601
CORRESPONDENCE DATA	
Fax Number:	(585)423-6059
Phone:	585-423-4309
Email:	Jean.Hough@xerox.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Jean Hough
Address Line 1:	100 Clinton Avenue South
Address Line 2:	XRX2-20A
Address Line 4:	Rochester, NEW YORK 14644

CH \$240.00 6964022

NAME OF SUBMITTER:

Jen Hough

Total Attachments: 10

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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 June 28, 2002 on reel 013153, 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
99833	12/19/00	09 740603
99833Q	12/19/00	09 740505
A0046	12/19/00	09 738991
A0470	12/19/00	09 738990
A0471	12/19/00	09 738987
A0607	12/19/00	09 738988
A0841	12/19/00	09 738992
99046	12/20/00	09 742203
A0619	12/20/00	09 742178
A0619Q	12/20/00	09 742202
A0693	12/20/00	09 746804
A0760	12/20/00	09 748685
A0912Q1	12/20/00	09 742942
A0918	12/20/00	09 742965
A0A14	12/20/00	09 745139
99427Q4	12/21/00	09 746869
99468	12/21/00	09 741036
99468Q	12/21/00	09 741037
99468Q1	12/21/00	09 741034
99468Q2	12/21/00	09 741035
99468Q3	12/21/00	09 741038
99630	12/21/00	09 745927
A0637	12/21/00	09 746774
A0637Q	12/21/00	09 746494
A0640	12/21/00	09 745925
A0704	12/21/00	09 745926
A0995	12/21/00	09 746868
A0A30	12/21/00	09 747634
A0A30Q	12/21/00	09 748027
99457	12/22/00	09 746913
99695	12/22/00	09 746898
A0034	12/22/00	09 746917
A0456	12/22/00	09 746914
A0696	12/22/00	09 746893
99427Q5	12/26/00	09 745623
A0433	12/27/00	09 748920
A0433Q	12/27/00	09 749059

PATENT

REEL: 026957 FRAME: 0510

US PENDING APPLICATIONS SORTED BY FILING DATE

Docket Number	Docket File Date	US Application Number
A0549	5/16/00	09 571831
99842	5/17/00	09 573815
A0453	5/18/00	09 574083
A0038	5/19/00	09 574268
A0039	5/19/00	09 574270
A0040	5/19/00	09 574274
A0041	5/19/00	09 574406
99533	5/22/00	09 575760
98637	5/25/00	09 579089
A0090	5/25/00	09 579255
A0086	5/31/00	09 584373
98060D Allowed	6/1/00	09 585525
1/2002		
A0068	6/1/00	09 585843
99741	6/5/00	09 587392
A0446	6/5/00	09 586821
A0482	6/5/00	09 587383
A0014	6/9/00	09 590177
97629	6/12/00	09 591822
97638	6/12/00	09 591820
97638Q	6/12/00	09 591909
97051D Allowed	6/14/00	09 594435
4/2002		
99607	6/14/00	09 593505
A0469	6/16/00	09 596070
A0478	6/16/00	09 594683
Allowed 3/2002		
A0479	6/16/00	09 594682
A0483	6/16/00	09 594691
Allowed 5/2002		
A0484	6/16/00	09 594695
Allowed 3/2002		

US PENDING APPLICATIONS SORTED BY FILING DATE

Docket Number	Docket File Date	US Application Number
A0625	12/15/00	09 737883
A0647	12/15/00	09 737515
A0695	12/15/00	09 739558
A0698	12/15/00	09 741126
A0708	12/15/00	09 738732
A0730	12/15/00	09 737516
A0912Q	12/15/00	09 738736
A0963	12/15/00	09 738421
A0987	12/15/00	09 738924
98438	12/18/00	09 737869
98591	12/18/00	09 738291
99503	12/18/00	09 737942
99819	12/18/00	09 740131
A0049	12/18/00	09 737964
A0052	12/18/00	09 737552
A0052Q	12/18/00	09 737940
A0052Q1	12/18/00	09 737939
A0052Q2	12/18/00	09 737758
A0052Q3	12/18/00	09 737553
A0052Q4	12/18/00	09 737857
A0052Q5	12/18/00	09 737757
A0092	12/18/00	09 737390
A0115	12/18/00	09 739140
A0466	12/18/00	09 738319
A0489	12/18/00	09 740209
A0489Q	12/18/00	09 739989
A0490	12/18/00	09 739988
A0819	12/18/00	09 737965
A0824	12/18/00	09 739405
A0843	12/18/00	09 738320
A0964	12/18/00	09 739129
A0965	12/18/00	09 739955
98437	12/19/00	09 739297
99342	12/19/00	09 740487
99427Q2	12/19/00	09 740467
99427Q3	12/19/00	09 740607
99578	12/19/00	09 740076

PATENT

REEL: 026957 FRAME: 0512

US PENDING APPLICATIONS SORTED BY FILING DATE

Docket Number	Docket File Date	US Application Number
A1533Q	3/25/02	10 106514
A1641	3/25/02	10 106512
A1642	3/25/02	10 106078
A2090	3/25/02	10 106143
98504D	3/26/02	10 106928
99685	3/26/02	10 107754
A0A40	3/27/02	10 063172
A0925	3/28/02	10 109820
A0925Q	3/28/02	10 109803
A1326	3/28/02	10 109800
A1499	3/28/02	10 109802
A1650QP	3/28/02	60 368580
99347	3/29/02	10 063220
A0158	3/29/02	10 113462
A1632	3/29/02	10 113105
A2083	3/29/02	10 112215
99112QD	4/1/02	10 114562
A1578	4/1/02	10 114611
A1578Q	4/1/02	10 115336
R98017C	4/1/02	10 063227
A1465	4/2/02	10 114870
97502D	4/5/02	10 115914
A2091	4/5/02	10 117812
A2095	4/9/02	10 119430
A1526	4/10/02	10 120285
A0B01	4/11/02	10 063326
A09981	4/12/02	10 123025
A1627	4/12/02	10 063344
A2045	4/12/02	10 122900
98404Q4C	4/15/02	10 123786
A1635	4/16/02	10 063361
A1213	4/17/02	10 125225
99400C	4/22/02	10 128011
A2003	4/23/02	10 063428
A0739	4/26/02	10 134250
A2119	4/26/02	10 134274
A2010Q1	4/29/02	10 135024

PATENT

REEL: 026957 FRAME: 0513

US PENDING APPLICATIONS SORTED BY FILING DATE

Docket Number	Docket File Date	US Application Number
PX98018	3/12/99	09 267529
R98021	3/12/99	09 267968
R98016	3/16/99	09 270641
Allowed		
2/2002		
R98018	3/16/99	09 270451
R98019	3/16/99	09 270645
Allowed		
4/2002		
98171	3/18/99	09 271869
98228	3/18/99	09 271867
PX98012	3/24/99	09 275285
95289C	3/25/99	09 276434
Allowed		
4/2002		
R98004	3/25/99	09 276532
987791	3/26/99	09 276913
987793	3/26/99	09 277328
Allowed		
2/2002		
962931	3/30/99	09 280717
985741	3/31/99	09 283133
985751	3/31/99	09 283132
PX98004	4/7/99	09 287521
98146	4/9/99	09 288733
99163	4/9/99	09 288879
Allowed		
2/2002		
964101	4/16/99	09 293165
99168Q	4/16/99	09 293098
99145	4/26/99	09 298888
99267	4/29/99	09 301860
98508	4/30/99	09 302524
R98006	5/4/99	09 304659
99201	5/5/99	09 305844

PATENT

REEL: 026957 FRAME: 0514

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 GAEZAG

Title: VICE PRESIDENT