

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 Ave South
Internal Address:	XRX2-20A
City:	Rochester
State/Country:	NEW YORK
Postal Code:	14644
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	08525936
CORRESPONDENCE DATA	
Fax Number:	5854236059
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(585)423-4650
Email:	Jean.Hough@xerox.com
Correspondent Name:	Jean A. Hough
Address Line 1:	100 Clinton Ave South
Address Line 2:	XRX2-20A
Address Line 4:	Rochester, NEW YORK 14644
NAME OF SUBMITTER:	Jean Hough
Total Attachments: 5 source=08525936_Release_of_Lien#page1.tif source=08525936_Release_of_Lien#page2.tif source=08525936_Release_of_Lien#page3.tif source=08525936_Release_of_Lien#page4.tif source=08525936_Release_of_Lien#page5.tif	

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PATENT

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

(NY) 27011/008/RELEASES/pto.release.patents.no.2.rpd

PATENT
REEL: 029014 FRAME: 0938

US PENDING APPLICATIONS SORTED BY FILING DATE

Docket Number	Docket File Date	US Application Number
DS88320	4/24/89	07 342516
DS88321	4/24/89	07 343181
90087	6/14/90	07 537714
89215	12/12/90	07 626359
DS91060	6/14/91	07 715263
DS91065	6/14/91	07 715840
DS91068	6/14/91	07 715258
92490	12/21/92	07 994029
91471C	10/13/93	08 135944
93298	1/3/94	08 176187
93599	2/15/94	08 196676
93600	2/15/94	08 196933
94474	8/3/94	08 285324
Allowed 4/2002		
87324D	8/26/94	08 296765
94267Q	9/9/94	08 303962
92569D	10/7/94	08 319603
94139	1/13/95	08 372402
92112	5/2/95	08 432845
95413	9/8/95	08 525936
95235	11/1/95	08 551601
92453C	11/6/95	08 554395
93550	12/18/95	08 573945
95566	1/16/96	08 586136
91502CC	4/2/96	08 626433
94461	5/20/96	08 650500
Allowed 5/2002		
96110	6/24/96	08 669120
Allowed 4/2002		
96036	6/26/96	08 672493
Allowed 2/2002		
95270	6/27/96	08 670546
96329	6/27/96	08 671180

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 BAZGAZ

Title: VICE PRESIDENT