

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: 5	
Property Type	Number
Application Number:	09682229
Application Number:	09682230
Application Number:	09682231
Application Number:	09682232
Application Number:	10083263
CORRESPONDENCE DATA	
Fax Number:	5854236059
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	Jean.Hough@xerox.com
Correspondent Name:	Jean Hough
Address Line 1:	100 Clinton Avenue South
Address Line 2:	XRX2-20A
Address Line 4:	Rochester, NEW YORK 14644
ATTORNEY DOCKET NUMBER:	LIEN RELEASE

CH \$200.00 09682229

NAME OF SUBMITTER:

Jean Hough

Total Attachments: 7

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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.

Remainder of page intentionally left blank.

Date: June 25, 2003

BANK ONE, NA, as Collateral
Agent

By: Phillip D. Martin

Name: Phillip D. Martin
Title: Senior Vice President

(NY) Z7011/005/RELEASES/pbo.release.patents.no.2.rpd

PATENT
REEL: 029219 FRAME: 0688

Schedule A

See Attached.

(NY) 27011/006/RELEASES/pto.release.patents.no.2.wpd

PATENT
REEL: 029219 FRAME: 0689

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 GAZBAZ

Title: VICE PRESIDENT

US PENDING APPLICATIONS SORTED BY FILING DATE

Docket Number	Docket File Date	US Application Number
99675	7/31/01	09 682174
99681	7/31/01	09 918782
A0828	7/31/01	09 919085
A1101	8/1/01	09 918759
A1143	8/1/01	09 918760
98150D	8/2/01	09 921112
A0893	8/2/01	09 920926
A0885	8/6/01	09 922263
A1124	8/6/01	09 923114
99580I	8/8/01	09 924840
A0A39	8/8/01	09 682229
A0A39Q	8/8/01	09 682231
A0A39Q1	8/8/01	09 682230
A0A39Q2	8/8/01	09 682232
A1413	8/13/01	09 928619
A0620	8/14/01	09 929376
A0A11	8/17/01	09 932366
A1136	8/17/01	09 932495
97005IID	8/20/01	09 933960
A0860	8/20/01	09 933292
A0860Q	8/20/01	09 933213
A1070	8/20/01	09 933388
98003	8/21/01	09 682333
A0888	8/22/01	09 935031
A0A15	8/23/01	09 935495
A0A73	8/23/01	09 938237
A1216	8/23/01	09 935324
PX98002C	8/23/01	09 934486
98069I	8/24/01	09 938679
99148	8/24/01	09 682361
99827	8/24/01	09 682362
A0371ID Allowed	8/24/01	09 939003
5/2002		
A0933P	8/24/01	60 314900
A0A10P	8/24/01	60 314889
A1522	8/24/01	09 939368

US PENDING APPLICATIONS SORTED BY FILING DATE

Docket Number	Docket File Date	US Application Number
A2015	2/22/02	10 082478
A1222	2/25/02	10 082008
A2012	2/25/02	10 083209
A2013	2/25/02	10 082980
A2038	2/25/02	10 083263
A0550	2/26/02	10 082149
A2011	2/26/02	10 083003
A2014	2/26/02	10 083018
A0961	2/28/02	10 084496
A1115	2/28/02	10 084122
A1380	3/1/02	10 086063
A1704P	3/1/02	60 360171
98731D	3/4/02	10 090310
A1206	3/4/02	10 086802
97526QR	3/6/02	10 094158
A0910	3/6/02	10 091727
A0923	3/6/02	10 092820
A1223	3/6/02	10 093220
A1343	3/7/02	10 093911
A1575	3/8/02	10 093263
97446DD	3/12/02	10 095132
A1073	3/15/02	10 100251
A0946D	3/19/02	10 101781
A1467	3/19/02	10 100648
A2027	3/20/02	10 103596
98598I	3/21/02	10 104100
A0927	3/21/02	10 063105
A1525	3/21/02	10 063111
A0B13	3/22/02	10 104355
A1595	3/22/02	10 104523
A1596	3/22/02	10 104804
A1597	3/22/02	10 104596
A1598	3/22/02	10 104805
A0662	3/25/02	10 106520
A1325	3/25/02	10 106140
A1427	3/25/02	10 106473
A1533	3/25/02	10 106519

PATENT