

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
JPMorgan Chase Bank, N.A.	12/04/2006
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: 7	
Property Type	Number
Application Number:	09682230
Application Number:	09682231
Application Number:	09682232
Application Number:	09682229
Application Number:	10356273
Application Number:	10369612
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

CH \$280.00 09682230

ATTORNEY DOCKET NUMBER:	LIEN RELEASE
NAME OF SUBMITTER:	Jean Hough
Total Attachments: 8 source=JPMorgan_Lien_Release#page1.tif source=JPMorgan_Lien_Release#page2.tif source=JPMorgan_Lien_Release#page3.tif source=JPMorgan_Lien_Release#page4.tif source=JPMorgan_Lien_Release#page5.tif source=JPMorgan_Lien_Release#page6.tif source=JPMorgan_Lien_Release#page7.tif source=JPMorgan_Lien_Release#page8.tif	

RELEASE OF LIEN IN PATENTS

This RELEASE OF LIEN IN PATENTS, dated as of this ^{4th} day of December, 2006, is made by JPMORGAN CHASE BANK, N.A., a New York banking corporation located at 270 Park Avenue, 4th Floor, New York, New York 10017, as Administrative Agent, Collateral Agent and LC Issuing Bank ("Assignor") is in favor of XEROX CORPORATION, a New York corporation, located at 800 Long Ridge Road, P.O. Box 1600 Stanford Ct. 06904 ("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, Assignor, DEUTSCHE BANK SECURITIES INC., as Syndication Agent and CITICORP NORTH AMERICA, INC., MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED and UBS SECURITIES LLC, as Co-Documentation Agents, are parties to a Credit Agreement, dated as of June 19, 2003 (as amended from time to time, the "Credit Agreement"); and

WHEREAS, Assignee secured certain of its obligations (the "Secured Obligations") by granting to the Assignor 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 25, 2003 (as amended and/or supplemented from time to time, the "Security Agreement") among Assignor, and the Subsidiary Guarantors party thereto and (ii) certain other Security Documents (as defined in the Credit Agreement) to which Assignor and Assignee are party, including:

a Patent Security Agreement, dated as of June 25, 2003 and recorded in the U.S. Patent and Trademark Office on October 31, 2003 at Reel 15134/Frame 476;

a Patent Security Agreement, dated as of June 25, 2003 and recorded in the U.S. Patent and Trademark Office on August 31, 2004 at Reel 15722/Frame 119; and

a Patent Security Agreement, dated as of June 25, 2003 and recorded in the U.S. Patent and Trademark Office on June 30, 2005 at Reel 16761/Frame 158

(collectively, the "Patent Security Agreement"); and

WHEREAS, the Secured Obligations have been paid and performed in full, and the requirements of the Credit Agreement for discharge of the liens in the Patent Collateral have been satisfied.

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 owned by the Assignee, including, without limitation, each Patent referred to in Schedule I hereto;
- (ii) each Patent License to which the Assignee is a party; 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 (including, without limitation, any Patent identified in Schedule I hereto).

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

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., as Collateral Agent

By: _____

Name: PETER M. LING
Title: MANAGING DIRECTOR

SCHEDULE 1 TO
RELEASE OF LIEN IN PATENTS

See Attached

DOCKET NUMBER	FILE DATE	APPLICATION NUMBER
A0A39Q1	8/8/01	09 682230
A0A39Q	8/8/01	09 682231
A0A39Q2	8/8/01	09 682232
98003	8/21/01	09 682333
A1243	8/27/01	09 682379
A0848	9/7/01	09 682488
A0849Q	9/7/01	09 682489
A0035	10/10/01	09 682722
A1029	10/30/01	09 682895
A0579	10/31/01	09 682910
A0A95	10/31/01	09 682912
99712	11/13/01	09 683054
A1655	11/30/01	09 683200
A0A34	12/5/01	09 683235
A1043	12/5/01	09 683236
A1055	12/5/01	09 683237
A1320	12/5/01	09 683238
A1320Q	12/5/01	09 683239
A1320Q1	12/5/01	09 683240
A1321	12/5/01	09 683241
A1321Q	12/5/01	09 683242
A1186	12/6/01	09 683274
A0A96	12/14/01	09 683326
A0A96Q	12/14/01	09 683329
A0A96Q1	12/14/01	09 683332
98262	12/26/01	09 683418
98289	1/16/02	09 683530
A0556	1/16/02	09 683531
A1201	1/16/02	09 683532
A1129	1/16/02	09 683533
A0B03	1/16/02	09 683536
A1224	1/16/02	09 683537
A0A77	1/16/02	09 683538
A1196	1/16/02	09 683539
A0832	1/16/02	09 683540
A1047	1/16/02	09 683541
97516	1/16/02	09 683542
A0578	1/16/02	09 683544
A1203	1/16/02	09 683547

DOCKET NUMBER	FILE DATE	APPLICATION NUMBER
98408D	7/31/00	09 630308
A0779	8/1/00	09 630539
A0105	8/2/00	09 631859
A0069	8/7/00	09 633734
98059D	8/9/00	09 634380
A0116	8/18/00	09 641315
99125	8/17/00	09 643670
99151	8/28/00	09 648758
99421	8/31/00	09 652291
A0306II	9/5/00	09 654735
A0156	9/6/00	09 656459
A0542	9/7/00	09 656623
A0154	9/7/00	09 657342
FXA0005Q3	9/8/00	09 658245
97528Q	9/11/00	09 659731
99742	9/12/00	09 660402
99182	9/14/00	09 662098
990171I	9/14/00	09 662198
990171	9/14/00	09 662284
A0664	9/15/00	09 663872
99424	9/21/00	09 666706
A0571	9/27/00	09 670884
986271	9/27/00	09 671393
A0146	9/28/00	09 672386
A0601	9/28/00	09 675068
A0554Q6	9/28/00	09 675093
99613Q	9/29/00	09 675189
A0554Q5	9/28/00	09 675812
A0711	10/3/00	09 677742
99364	10/3/00	09 678319
96418	10/3/00	09 678582
A0419	10/4/00	09 680044
A0813Q	10/5/00	09 680046
A0850	10/4/00	09 680395
A0967	1/10/01	09 681108
A0065	6/29/01	09 681967
A0801	7/30/01	09 682182
99575	7/31/01	09 682174
A0A39	8/8/01	09 682229

DOCKET NUMBER	FILE DATE	APPLICATION NUMBER
A1518	1/21/03	10 348263
A2235Q	1/21/03	10 348628
A0981D	1/21/03	10 348675
A2428	1/22/03	10 349548
A1307	1/22/03	10 349635
A0A23D	1/23/03	10 350534
A2371	1/29/03	10 354228
A1719	1/29/03	10 354245
98361DD	1/29/03	10 354258
A2071	1/30/03	10 354385
97315I	1/30/03	10 355564
A2097	1/30/03	10 355565
A1382	1/30/03	10 355566
A2355	1/31/03	10 355751
A2191	1/31/03	10 356273
A1676	2/3/03	10 357540
A0A48	2/5/03	10 358816
A2312	2/7/03	10 361345
A2474	2/10/03	10 361955
A2397	2/11/03	10 365117
A1433	2/13/03	10 365471
A1014D	2/13/03	10 366305
A2363	2/18/03	10 366222
A1127	2/18/03	10 368336
A1127Q	2/18/03	10 368338
A2427	2/18/03	10 368339
A2457	2/18/03	10 368690
A2153Q	2/14/03	10 368808
A2420	2/14/03	10 369043
A1309	2/21/03	10 369612
A1687	2/21/03	10 369613
A1687Q	2/21/03	10 369614
A1310	2/21/03	10 369617
A2121	2/21/03	10 369624
A2432	2/19/03	10 369797
A2270	2/19/03	10 369798
A0A56D	2/19/03	10 369810
A1351QI	2/19/03	10 369811
A2426	2/19/03	10 369812

DOCKET NUMBER	FILE DATE	APPLICATION NUMBER
A1056	6/28/02	10 064288
A2016	7/12/02	10 064435
A0122	7/17/02	10 064471
A1704	6/27/02	10 064892
A1626	9/3/02	10 064950
A1066	9/5/02	10 064980
A2447	10/18/02	10 065443
A1637	10/24/02	10 065491
A1637Q	10/24/02	10 065492
A2513	11/13/02	10 065731
A1636	2/6/02	10 065699
99215D	2/7/02	10 067424
A1679Q	2/8/02	10 073210
A0A46	2/11/02	10 072776
A0944	2/12/02	10 073091
A0A31	2/12/02	10 073374
99476	2/14/02	10 073934
A1260	2/13/02	10 074801
A1392	2/19/02	10 078089
A1712	2/19/02	10 079001
A1222	2/25/02	10 082008
A0550	2/26/02	10 082149
A2016	2/22/02	10 082478
A1164	2/21/02	10 082535
A2013	2/25/02	10 082980
A2011	2/26/02	10 083003
A2014	2/26/02	10 083018
A2012	2/25/02	10 083209
A2038	2/26/02	10 083263
A1115	2/28/02	10 084122
A0961	2/28/02	10 084496
A1380	3/1/02	10 086063
A1206	3/4/02	10 086902
A0910	3/6/02	10 091727
A1223	3/6/02	10 093220
A1575	3/8/02	10 093263
A1343	3/7/02	10 093911
97526QR	3/6/02	10 094158
97446DD	3/13/02	10 095132