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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2666622

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NAME OF SUBMITTER: **CATHY WHITNEY** Signature: /Cathy Whitney/ 01/03/2014 Date:

100 CLINTON AVENUE SOUTH

ROCHESTER, NEW YORK 14644

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Total Attachments: 5

Address Line 1: Address Line 2:

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> PATENT REEL: 031887 FRAME: 0717

RELEASE OF LIEN IN PATENTS

This RELEASE OF LIEN IN PATENTS, dated as of this 4 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,

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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 <u>Schedule 1</u> 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 1 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

Ву:

Name: Title:

PETER M. LING MANAGING DIRECTOR

SCHEDULE 1 TO RELEASE OF LIEN IN PATENTS

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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	8/27/02	10 064892
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PATENT REEL: 031887 FRAME: 0722

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