502667693 02/05/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

NAME OF SUBMITTER:

Signature:

Date:

EPAS ID: PAT2714300

SUBMISSION TYPE:		NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY				
CONVEYING PARTY DATA						
Name Execution Date						
JPMORGAN CHASE BANK, N.A.			Name	12/04/2006		
DE MORGAN CHASE BAIN, N.A.						
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: 1 Property Type			Number			
		6778707				
CORRESPONDENCE DATA						
Fax Number: (585)423-6059						
Phone: (585)423-5764						
Email: cathy.whitney@xerox.com						
Correspondence will be sent via US Mail when the email attempt is unsuccessful.						
Correspondent Name: CATHY WHITNEY						
Address Line 1: 100 CLINTON AVENUE SOUTH						
Address Line 2: XRX2-20A						
Address Line 4: ROCHESTER, NEW YORK 14644						
ATTORNEY DOCKET NUMBER:			LIEN RELEASE			

502667693 REEL: 032146 FRAME: 0561

PATENT

CATHY WHITNEY

/Cathy Whitney/

02/05/2014

Total Attachments: 6
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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,

PATENT 9:30 AM REEL: 032146 FRAME: 0563 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 <u>Schedule 1</u> 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: Title:

PETER M. LING MANAGING DIRECTOR

SCHEDULE 1 TO RELEASE OF LIEN IN PATENTS

See Attached

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

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DOCKET NUMBER	FILE DATE	APPLICATION NUMBER
99752	12/1/99	09 451729
99079	11/30/99	09 451993
98634	11/30/99	09 451994
99722	12/2/99	09 452690
99551	12/2/99	09 453083
99743	12/3/99	09 453789
99577Q	12/3/99	09 454431
98704Q3	12/6/99	09 454526
99804Q3	12/6/99	09 455208
98704Q1	12/6/99	09 455304
98542	12/6/99	09 455343
99087	12/7/99	09 455761
99574	12/7/99	09 455780
98704Q4	12/6/99	09 456105
98370	12/10/99	09 458855
97138	12/10/99	09 459309
98592	12/14/99	09 459901
99327	12/14/99	09 460771
99620	12/15/99	09 461040
99220	12/15/99	09 461041
99627	12/15/99	09 461042
99185	12/15/99	09 464213
99728	12/14/99	09 464454
99814	12/15/99	09 464517
99749	12/16/99	09 464596
98426	12/16/99	09 464597
99231	12/16/99	09 465018
99263Q2	12/16/99	09 465465
99263Q1	12/16/99	09 465466
99475	12/16/99	09 465540
99456	12/17/99	09 465561
98442	12/17/99	09 466015
98640	12/17/99	09 466567
99471	12/17/99	09 466979
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