502671242 02/07/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

NAME OF SUBMITTER:

Signature:

Date:

EPAS ID: PAT2717849

SUBMISSION TYPE:		NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY				
CONVEYING PARTY DATA						
		N	lame	Execution Date		
JPMORGAN CHASE BANK, N.A.				12/04/2006		
RECEIVING PARTY DATA						
Name:	XEROX COF	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			
		69224	6922487			
CORRESPONDENCE DATA						
Fax Number: (585)423-6			059			
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 1: 100 CLIN Address Line 2: XRX2-20A						
Address Line 4:						
ATTORNEY DOCKET NUMBER:			LIEN RELEASE			

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PATENT

CATHY WHITNEY

/Cathy Whitney/

02/07/2014

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: 032171 FRAME: 0140 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 hereto</u>;
 - (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
99520	10/1/01	09 967506
A0679	10/2/01	09 967979
A1161	10/1/01	09 968651
A0611	10/4/01	09 970848
98067	10/5/01	09 971399
A0957	10/9/01	09 972640
A0848	10/10/01	09 972867
A1414	10/9/01	09 973351
99635	10/11/01	09 973786
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PX97002C	10/11/01	09 974055
A0A44	10/9/01	09 974171
R98003C	10/9/01	09 975122
99842QD	10/11/01	09 975358
A1305	10/11/01	09 975785
A0729	10/12/01	09 976394
A1159	10/12/01	09 977186
A0842	10/16/01	09 977303
A0844	10/16/01	09 977304
A0847	10/16/01	09 977341
99632	10/19/01	09 981835
A0606	10/19/01	09 982024
A0A25	10/19/01	09 982236
A1358	11/2/01	09 985419
A0968	11/2/01	09 985433
A0669	11/6/01	09 985825
A1082	11/7/01	09 986107
A1063	11/8/01	09 986395
A0747	11/21/01	09 989676
A1430	11/23/01	09 990375
A1396	11/26/01	09 992264
A1233	11/16/01	09 993945
A1024I	11/28/01	09 994666
A1061	11/28/01	09 994678
A0735Q4	11/29/01	09 995632
A0735Q	11/29/01	09 995655
A0735Q3	11/29/01	09 995658
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