PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2719426

SUBMISSION TYPE:		NEW AS	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		RELEAS	RELEASE BY SECURED PARTY			
CONVEYING PARTY DATA						
Name Execution Date						
JPMORGAN CHASE BANK, N.A. 12/04/2006						
RECEIVING PARTY	RECEIVING PARTY DATA					
Name:	XEROX CORPO	RATION				
Street Address:	100 CLINTON A	/ENUE SOU	TH			
Internal Address:	XRX2-20A					
City:	ROCHESTER					
State/Country:	NEW YORK	NEW YORK				
Postal Code:	14644	14644				
PROPERTY NUMBER	PROPERTY NUMBERS Total: 1					
Property T	уре		Number			
Patent Number: 73		53463				
CORRESPONDENCE DATA						
Fax Number: (585)423-6059						
Phone:						
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			
NAME OF SUBMITTE	iR:	CATHY	CATHY WHITNEY			
Signature:		/Cathy V	/Cathy Whitney/			
Date:		02/10/20	014		PATENT	

Total Attachments: 6				
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RELEASE OF LIEN IN PATENTS

This RELEASE OF LIEN IN PATENTS, dated as of this <u>4</u> 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 <u>Schedule l</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.

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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.

JPMORC	AN CH	IASE B	ANK, N.A.,	as Collatera	Agent
By:					
	ame: itle:	PET MANAG	ER M. LING	i DR	

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SCHEDULE 1 TO

RELEASE OF LIEN IN PATENTS

See Attached

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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
A2224	11/18/02	10 299534
A1256	11/20/02	10 300643
A1578I	11/22/02	10 303446
A2213	11/22/02	10 303491
A1578l1	11/22/02	10 303500
A2495	11/26/02	10 303825
A1458Q	11/25/02	10 304171
A2250	11/25/02	10 304184
A2417	11/25/02	10 304186
A2335	11/26/02	10 305329
A2335Q	11/26/02	10 305330
A2512	11/26/02	10 305593
A2335Q1	11/26/02	10 305719
A2478	11/27/02	10 306069
A1239	11/27/02	10 307038
A2497	12/2/02	10 307682
A2287	12/3/02	10 309582
A1285	12/4/02	10 309685
99660QD	12/4/02	10 309703
A1561Q	12/9/02	10 314744
A1549	12/9/02	10 314820
A2357	12/9/02	10 315267
A1652	12/9/02	10 316213
A2180	12/10/02	10 316229
A2261	12/9/02	10 316234
A1567	12/10/02	10 316260
A2294	12/11/02	10 317230
A0A59D	12/11/02	10 317231
A0931	12/11/02	10 317233
A1493Q1	12/12/02	10 317342
A1493	12/12/02	10 317580
A2561Q	12/12/02	10 317581
A1493Q	12/12/02	10 317621
A2550	12/12/02	10 317735
A2561	12/12/02	10 317762
A1495	12/12/02	10 317764
A2388	12/12/02	10 318613
A2225	12/12/02	10 318614
A0758	12/12/02	10 318767

6/25/03