502674734 02/11/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

Signature:

Date:

EPAS ID: PAT2721341

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 Type			Number			
Patent Number: 71		71874	7461			
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			
NAME OF SUBMITTER:			CATHY WHITNEY			

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PATENT

/Cathy Whitney/

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Total Attachments: 6 source=7187461#page1.tif source=7187461#page2.tif source=7187461#page3.tif source=7187461#page4.tif source=7187461#page5.tif source=7187461#page6.tif

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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: 032189 FRAME: 0434 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
A2156	3/12/02	10 096367
A1073	3/15/02	10 100251
A1467	3/19/02	10 100648
A0946D	3/19/02	10 101781
A1708	3/22/02	10 103053
A2027	3/20/02	10 103596
FXA1025Q	3/22/02	10 104081
985981	3/21/02	10 104100
A0B13	3/22/02	10 104355
A1597	3/22/02	10 104396
A1595	3/22/02	10 104523
A1596	3/22/02	10 104804
A1598	3/22/02	10 104805
FXA1025	3/22/02	10 104850
A1642	3/25/02	10 106078
A1325	3/25/02	10 106140
A2090	3/25/02	10 106143
A1427	3/25/02	10 106473
A1641	3/25/02	10 106512
A1533Q	3/25/02	10 106514
A1533	3/25/02	10 106519
A0662	3/25/02	10 106520
98504D	3/26/02	10 106928
99685	3/26/02	10 107754
A1326	3/28/02	10 109800
A1499	3/28/02	10 109802
A0925Q	3/28/02	10 109803
A0925	3/28/02	10 109820
A2083	3/29/02	10 112215
A1632	3/29/02	10 113105
A0158	3/29/02	10 113462
99112QD	4/1/02	10 114562
A1578	4/1/02	10 114611
A1465	4/2/02	10 114870
A1578Q	4/1/02	10 115336
97502D	4/5/02	10 115914
A2091	4/5/02	10 117812
A2095	4/9/02	10 119430
A1526	4/10/02	10 120285

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