

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8030532

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
XEROX CORPORATION	06/28/2023
RECEIVING PARTY DATA	
Name:	CITIBANK, N.A., AS COLLATERAL AGENT
Street Address:	388 GREENWICH STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10013
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	6937500
Patent Number:	7345906
Patent Number:	9412705
Patent Number:	10453853
Patent Number:	9735004
Patent Number:	10224199
Patent Number:	8184467
CORRESPONDENCE DATA	
Fax Number:	(212)751-4864
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2129061216
Email:	angela.amaru@lw.com
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU
Address Line 1:	1271 AVENUE OF THE AMERICAS
Address Line 4:	NEW YORK, NEW YORK 10020
ATTORNEY DOCKET NUMBER:	049133-0612
NAME OF SUBMITTER:	ANGELA M. AMARU
SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	06/28/2023

Total Attachments: 5

source=Xerox - Patent Security Agreement (Thin Film)(Executed)(143293084.1)#page1.tif

source=Xerox - Patent Security Agreement (Thin Film)(Executed)(143293084.1)#page2.tif

source=Xerox - Patent Security Agreement (Thin Film)(Executed)(143293084.1)#page3.tif

source=Xerox - Patent Security Agreement (Thin Film)(Executed)(143293084.1)#page4.tif

source=Xerox - Patent Security Agreement (Thin Film)(Executed)(143293084.1)#page5.tif

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT is dated as of June 28 , 2023, by XEROX CORPORATION (the “*Grantor*”), in favor of CITIBANK, N.A., in its capacity as administrative agent and collateral agent (in such capacity, the “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Amended and Restated Collateral Agreement, dated as of June 21, 2023 (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the “*Collateral Agreement*”) in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meanings given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance when due, (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title, and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding the Excluded Assets, the “*Patent Collateral*”):

- (a) all letters patent issued by the United States, including those listed on Schedule I;
- (b) all reissues, extensions, continuations, divisions, continuations-in-part, reexaminations or revisions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use, import and/or sell the inventions or designs disclosed or claimed therein;
- (c) all claims for, and rights to sue for, past, present or future infringements or other violations of any of the foregoing;
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past, present or future infringements and other violations thereof; and
- (e) all other rights, priorities and privileges accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent

Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. Recordation. This Patent Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Patents record this Patent Security Agreement.

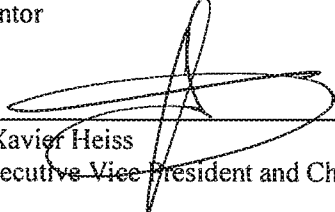
SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS PATENT SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

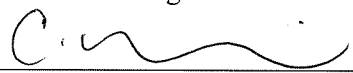
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

XEROX CORPORATION,
as a Grantor

By: 
Name: Xavier Heiss
Title: Executive Vice President and Chief Finance Officer

[Signature Page to Patent Security Agreement]

Accepted and Agreed:
CITIBANK, N.A.,
as Administrative Agent and Collateral Agent

By:  _____

Name: Christopher Marino

Title: Vice President & Director

[Signature Page to Patent Security Agreement]

PATENT
REEL: 064095 FRAME: 0460

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

Owner	Patent Application Title	Patent No.	Grant Date
Xerox Corporation	Method for Operating a Ferroelectric or Electret Memory Device, and a Device of this Kind	6937500	30 Aug 2005
Xerox Corporation	Read Method and Sensing Device	7345906	18 Mar 2008
Xerox Corporation	SHORT CIRCUIT REDUCTION IN A FERROELECTRIC MEMORY CELL COMPRISING A STACK OF LAYERS ARRANGED ON A FLEXIBLE SUBSTRATE	9412705	09 Aug 2016
Xerox Corporation	SHORT CIRCUIT REDUCTION IN A FERROELECTRIC MEMORY CELL COMPRISING A STACK OF LAYERS ARRANGED ON A FLEXIBLE SUBSTRATE	10453853	22 Oct 2019
Xerox Corporation	PVDF-TrFE Co-Polymer Having Improved Ferroelectric Properties, Methods of Making a PVDF-TrFE Co-Polymer Having Improved Ferroelectric Properties, and Methods of Changing the End Group of a PVDF-TrFE Co-Polymer	9735004	15 Aug 2017
Xerox Corporation	PVDF-TrFE Co-Polymer Having Improved Ferroelectric Properties, Methods of Making a PVDF-TrFE Co-Polymer Having Improved Ferroelectric Properties and Methods of Changing the End Group of a PVDF-TrFE Co-Polymer	10224199	05 Mar 2019
Xerox Corporation	Card-Like Memory Unit With Separate Read/Write Unit	8184467	22 May 2012