

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Lien in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A.		07/26/2005	Banking Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Xerox Corporation		
<b>Street Address:</b>	800 Long Ridge Road		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06904		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2757732	BLACK CATHODE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2027216405		
<b>Email:</b>	christine.wilson@thomson.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	80 State Street		
<b>Address Line 2:</b>	6th Floor		
<b>Address Line 4:</b>	Albany, NEW YORK 12207		
<b>NAME OF SUBMITTER:</b>	Christine Wilson		
<b>Signature:</b>	/CHRISTINE WILSON/		
<b>Date:</b>	08/09/2005		

CH \$40.00 2757732

Total Attachments: 2

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## RELEASE OF LIEN IN TRADEMARK

This RELEASE OF LIEN IN TRADEMARK dated as of this 26th day of July 2005 is made by JPMORGAN CHASE BANK, N.A., a New York banking corporation, located at 270 Park Avenue, 4<sup>th</sup> Floor, New York, New York, 10017, as Collateral Agent ("Assignor"), in favor of XEROX CORPORATION, a New York corporation, located at 800 Long Ridge Road, P.O. Box 1600, Stamford, CT 06904 ("Assignee"). Capitalized terms used herein have the meanings set forth for such terms in the Security Agreement (as hereafter defined) or incorporated by reference therein.

WHEREAS, pursuant to a Guarantee and Security Agreement (the "Security Agreement"), dated as of June 25, 2003, between Assignor, Assignee and the Subsidiary Guarantors party thereto, and to certain other Security Documents, including a Trademark Security Agreement, dated as of June 25, 2003, Assignee has secured certain of its obligations by granting to the Assignor, for the benefit of various secured parties, a continuing security interest in the personal property of Assignee, including, among other collateral, all right, title, and interest of Assignee in and to the trademark "Black Cathode", which is the subject of U.S. Trademark Registration No. 2,757,732, along with all other registrations and applications therefor, all of the goodwill symbolized by/or associated with such trademark, all rights corresponding thereto throughout the world, and the proceeds of and revenues from such Trademark, including, without limitation, all proceeds of and revenues from any claim by Assignee against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, such trademark, or for injury to the goodwill associated therewith (collectively, the "Trademark Collateral").

WHEREAS, Assignee has determined to sell the Trademark Collateral, free and clear of Assignor's security interest therein, and upon such sale, such security interest shall be automatically released pursuant to Section 19 of the Security Agreement.

WHEREAS, Assignor has agreed in connection with the foregoing to execute this release in order to evidence the release of its lien on the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor hereby releases any and all of its security interest in and lien on the Trademark Collateral and reassigns all right, title and interest in the Trademark Collateral to Assignee.

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF LIEN IN TRADEMARK to be duly executed by its officer thereunto duly authorized as of the date set forth above.

JPMORGAN CHASE BANK, as Collateral  
Agent

By: 

Name:  
Title:

David M. Mallett  
Vice President