

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the CONVEYING PARTY DATA previously recorded on Reel 002852 Frame 0601. Assignor(s) hereby confirms the Name: JP Morgan Chase Bank, N.A. Execution Date: 06/25/2003 Entity Type: bank: NEW YORK.		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	JPMorgan Chase Bank, N.A.		04/07/2006
			Entity Type national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Xerox Corporation		
Street Address:	45 Glover Avenue		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	1424688	XPS
CORRESPONDENCE DATA			
Fax Number:	2038492437		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	203-849-2319		
Email:	usa.ogc.trademark.docket@xerox.com		
Correspondent Name:	Margaret W. Walker		
Address Line 1:	45 Glover Avenue		
Address Line 4:	Norwalk, CONNECTICUT 06856		
NAME OF SUBMITTER:	Margaret W. Walker		
Signature:	/Margaret W. Walker/		

CH \$40.00 1424688

Date:

01/29/2014

**Total Attachments: 2**

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source=a copy of the original coversheet for a corrective assignment - Reel 2852 - Frame 0601 #page2.tif

<b>TRADEMARK ASSIGNMENT</b>
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Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JP Morgan Chase Bank, N.A.		06/25/2003	bank: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Xerox Corporation		
<b>Street Address:</b>	45 Glover Avenue		
<b>City:</b>	Norwalk		
<b>State/ Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06856		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1424688	XPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2038492437		
<b>Phone:</b>	203-849-2319		
<b>Email:</b>	usa.ogc.trademark.docket@xerox.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Margaret W. Walker		
<b>Address Line 1:</b>	45 Glover Avenue		
<b>Address Line 2:</b>	5th Floor		
<b>Address Line 4:</b>	Norwalk, CONNECTICUT 06856		
<b>NAME OF SUBMITTER:</b>	Margaret W. Walker		
<b>Signature:</b>	/Margaret.W. Walker/		
<b>Date:</b>	01/28/2014		
<b>Total Attachments: 2</b>			
source= Release of Liens in Trademarks Previously Recorded At Reel-Frames (2852-0601)# page1.tif			
source= Release of Liens in Trademarks Previously Recorded At Reel-Frames (2852-0601)# page2.tif			

**TRADEMARK**

**REEL: 005203 FRAME: 0676**

**RECEIPT INFORMATION**

**ETAS ID:** TM293485  
**Receipt Date:** 01/28/2014  
**Fee Amount:** \$40

**TRADEMARK**

**REEL 005203 FRAME 0677**

**TRADEMARK SECURITY AGREEMENT**

**(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)**

WHEREAS, Xerox and each of its subsidiaries party hereto (each, a "Lien Grantor") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, XEROX CORPORATION ("Xerox"), the Overseas Borrowers party thereto, the Lenders party thereto, JPMORGAN CHASE BANK, as Administrative Agent, Collateral Agent and LC Issuing Bank, 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, 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 Xerox, the Subsidiary Guarantors party thereto and JPMORGAN CHASE BANK, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), and (ii) certain other Security Documents (as defined in the Credit Agreement, and including this Trademark Security Agreement), each Lien Grantor has secured certain of its obligations (the "Secured Obligations") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of that Lien Grantor, including all right, title and interest of the Lien Grantor in and to the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Lien Grantor grants to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), to secure its Secured Obligations, a continuing security interest in and to all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), except to the extent (and only to the extent) prohibited by a Permitted Encumbrance (as defined in the Security Agreement), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the

goodwill of the business symbolized by or associated with each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, and all of the goodwill of the business symbolized by or associated with each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor 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, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

Each Lien Grantor hereby irrevocably appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of the Lien Grantor, the Grantee, the Secured Parties or otherwise, for the use and benefit of the Secured Parties, but at the Borrowers' (as defined in the Credit Agreement) expense, to the extent permitted by law to exercise, upon the occurrence and during the continuance of an Actionable Event of Default (as defined in the Security Agreement) or upon acceleration of the Loans (as defined in the Credit Agreement) in accordance with the terms of the Credit Agreement, all or any of the following powers with respect to all or any of the Trademark Collateral:

(a) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due thereon or by virtue thereof,

(b) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto,

(c) to sell, transfer, assign or otherwise deal in or with the same or the proceeds thereof, as fully and effectually as if the Grantee were the absolute owner of the Lien Grantor's right, title and interest therein, and

(d) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto.

The foregoing security interest is granted in conjunction with the Security Interests (as defined in the Security Agreement) granted by each Lien Grantor to the Grantee pursuant to the Security Agreement. Each Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully

set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, each Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 25<sup>th</sup> day of June, 2003.

XEROX CORPORATION

By: \_\_\_\_\_

Name:

Title:

*Rhonda Seegal*  
**Rhonda L. Seegal**  
Vice President and Treasurer

INTELLIGENT ELECTRONICS, INC.

By: \_\_\_\_\_

Name:

Title:



IN WITNESS WHEREOF, each Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the day of June, 2003.

XEROX CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

INTELLIGENT ELECTRONICS, INC.

By: Robert Hope  
Name: Robert Hope  
Title: Treasurer

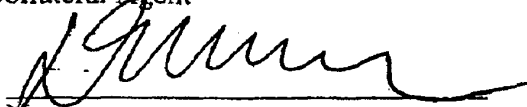
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TRADEMARK  
REEL: 002852 FRAME: 0626  
TRADEMARK  
REEL: 005203 FRAME: 0682

Acknowledged:

JPMORGAN CHASE BANK, as  
Collateral Agent

By:



Name: David M. Mallett  
Title: Vice President

(NY) 27011/006/SA/trademark.sa.doc

RECORDED: 10/31/2003  
RECORDED: 01/29/2014

TRADEMARK  
REEL: 002852 FRAME: 0627  
TRADEMARK  
REEL: 005203 FRAME: 0683