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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Xerox Corporation

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 06/25/2003

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, as Internal Address: Collateral Agent

Street Address: P.O. Box 2558 City: Houston State: TX Zip: 77252

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Schedule A attached hereto.

B. Trademark Registration No.(s) See Schedule A attached hereto.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Access Information Services, Inc.

Internal Address:

Street Address: 1773 Western Avenue

City: Albany State: NY Zip: 12203

6. Total number of applications and registrations involved: 28

7. Total fee (37 CFR 3.41): \$ 715.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Jackie Lee 800-388-1598 Name of Person Signing

Jackie Lee Signature

06/23/2004 Date

Total number of pages including cover sheet, attachments, and document: 8

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Mall documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:8521 40.00 DP 02 FC:8522 673.00 DP

Schedule A

TrademarkName	Status	AppINumber	RegNumber	FillDate	RegDate
ASTORIA	Applied	76554034		10/24/2003	
C118	Applied	78314107		10/15/2003	
C123	Applied	78314117		10/15/2003	
C128	Applied	78314124		10/15/2003	
DISCOVERYPRINT	Applied	78275558		7/17/2003	
DP 1011	Applied	78310390		10/7/2003	
DP 1021	Applied	78310394		10/7/2003	
DP 810	Applied	78310380		10/7/2003	
GROWTHBUILDER	Applied	78317739		10/23/2003	
GYRICON	Applied	78033846		11/3/2000	
IMAGE RETRIEVER	Applied	76554035		10/24/2003	
INISHKEA	Applied	78317832		10/23/2003	
M118	Applied	78314112		10/15/2003	
M123	Applied	78314120		10/15/2003	
M128	Applied	78314126		10/15/2003	
MADE FOR EACH OTHER	Applied	76568342		1/6/2004	
NUVERA	Applied	78410980		4/30/2004	
PHASER	Applied	78388563		3/22/2004	
PHASERMATCH	Applied	78286297		8/12/2003	
PRINTADVISOR	Applied	78286354		8/12/2003	
SHOPPER'S ANSWER MACHINE	Applied	78259191		6/6/2003	
SIGNSYNC DESIGN	Applied	78330245	2772175	11/19/2003	10/7/2003
SMARTPAPER	Registered				
SUPLEX	Applied	78275396		7/17/2003	
SYNCROSIGN	Applied	78330229		11/19/2003	
UPUBLISHER	Applied	78299908		9/12/2003	
WALK-UP	Applied	76533516		7/18/2003	
XEROX MAKES YOUR WORK. FLOW	Applied	78348292		1/6/2004	

TRADEMARK SECURITY AGREEMENT

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

WHEREAS, Xerox Corporation (the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Lien Grantor, 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 the Lien Grantor, 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), the 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 its personal property, 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, the 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.

The 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 the Lien Grantor to the Grantee pursuant to the Security Agreement. The 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, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 25th day of May, 2004.

XEROX CORPORATION

By: Rhonda Seegal
Name: Rhonda Seegal
Title: VP & Treasurer

Acknowledged:

JPMORGAN CHASE BANK, as
Collateral Agent

By: _____
Name:
Title:


IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the ____ day of May, 2004.

XEROX CORPORATION

By: _____
Name:
Title:

Acknowledged:

JPMORGAN CHASE BANK, as
Collateral Agent

By: 
Name: **David M. Mallett**
Title: **Vice President**

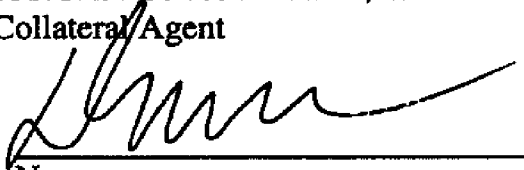
IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the ___ day of May, 2004.

XEROX CORPORATION

By: _____
Name:
Title:

Acknowledged:

JPMORGAN CHASE BANK, as
Collateral Agent

By: 
Name: David M. Mallett
Title: Vice President

**Schedule 1
to Trademark
Security Agreement**

See attached.