

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JP Morgan Chase Bank, N.A.		06/25/2003	bank: NEW YORK
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 2:	5th Floor		
Address Line 4:	Norwalk, CONNECTICUT 06856		
NAME OF SUBMITTER:	Margaret W. Walker		
Signature:	/Margaret.W. Walker/		
Date:	01/28/2014		
Total Attachments: 2 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			

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RELEASE OF LIEN IN TRADEMARKS

This RELEASE OF LIEN IN TRADEMARKS effective as of April 7, 2006, is made by JP MORGAN CHASE BANK, N.A., a national banking association with an office located at 270 Park Avenue, 4th Floor, New York, New York 10017, successor by merger to Bank One, NA, as Collateral Agent ("**Assignor**") in favor of XEROX CORPORATION, a New York corporation, located at 45 Glover Avenue, P.O. Box 4505, Norwalk, Connecticut 06856-4505 ("**Assignee**"). Capitalized terms as used in this RELEASE OF LIEN TRADEMARKS, but not defined herein, have the meanings set forth in the 2002 Security Agreement or the 2003 Security Agreement, as applicable (in each case as defined below).

WHEREAS, Assignee, the Overseas Borrowers, the Lenders, Bank One, NA, as Administrative Agent, Collateral Agent and LC Issuing Bank, JPMorgan Chase Bank, as Documentation Agent, and Citibank, N.A., as Syndication Agent, are parties to an Amended and Restated Credit Agreement dated as of June 21, 2002 (as amended from time to time, the "**2002 Credit Agreement**"); and

WHEREAS, Assignee secured certain of its obligations (the "**2002 Secured Obligations**") by granting to Bank One, NA for the benefit of the Secured Parties (as defined in the 2002 Security Agreement), 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 Trademark Collateral (as defined below) pursuant to (i) a Guarantee and Security Agreement dated as of June 21, 2002 entered into pursuant to the Credit Agreement (as amended and/or supplemented from time to time, the "**2002 Security Agreement**") among Assignee, Bank One, NA, and the Subsidiary Guarantors party thereto and (ii) certain other Security Documents (as defined in the 2002 Credit Agreement) to which Bank One, NA and Assignee are party, including without limitation a Trademark Security Agreement dated as of June 21, 2002 and recorded in the U.S. Trademark and Trademark Office on June 28, 2002 at Reel 2576/Frame 0836 (the "**2002 Trademark Security Agreement**"); and

WHEREAS, Assignee, the Overseas Borrowers, the Lenders, Assignor, 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 "**2003 Credit Agreement**"); and

WHEREAS, Assignee secured certain of its obligations (the "**2003 Secured Obligations**") by granting to the Assignor for the benefit of the Secured Parties (as defined in the 2003 Security Agreement), 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 Trademark 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 "**2003 Security Agreement**") among Assignor and the Subsidiary Guarantors (as defined in the 2003 Security Agreement) party thereto and (ii) certain other Security Documents (as defined in the 2003 Credit Agreement) to which Assignor and Assignee are party, including without limitation a Trademark Security Agreement, dated as of June 25, 2003 and recorded in the U.S. Trademark and Trademark Office on October 31, 2003 at Reel 2852/Frame 0601 (the "**2003 Trademark Security Agreement**"); and

WHEREAS, the 2002 Secured Obligations and the 2003 Secured Obligations have been paid and performed in full (other than any contingent or indemnification obligations which by the terms of the 2002 Credit Agreement and the 2003 Credit Agreement survive repayment of loans thereunder), and the requirements of the 2002 Credit Agreement and the 2003 Credit Agreement for discharge of the liens in the Trademark Collateral have been satisfied; and

WHEREAS, Assignor is a successor by merger to Bank One, NA;

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, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"):

- (i) each Trademark (as defined in the 2002 Security Agreement and the 2003 Security Agreement) owned by the Assignee, and all the goodwill of the business symbolized by or associated with each Trademark pledged to the Assignor pursuant to the 2002 Trademark Security Agreement and the 2003 Trademark Security Agreement;
- (ii) each Trademark License (as defined in the 2002 Security Agreement and the 2003 Security Agreement) to which the Assignee is a party, and all of the goodwill of the business symbolized by or associated with each Trademark License pledged to the Assignor pursuant to the 2002 Trademark Security Agreement and the 2003 Trademark Security Agreement; 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 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 Assignee, or for injury to the good will associated with any of the foregoing referred to in the preceding clause (i) or (ii) (including, without limitation, any Trademark identified in or pledged to Assignor pursuant to the 2002 Trademark Security Agreement and the 2003 Trademark Security Agreement).

The Assignee hereby revokes and cancels any and all appointments of Assignor as its attorney-in-fact, made pursuant to the 2002 Security Agreement, the 2003 Security Agreement, the 2002 Trademark Security Agreement, the 2003 Trademark Security Agreement and/or other Security Documents relating to the Trademark Collateral.

This RELEASE OF LIEN IN TRADEMARKS 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 TRADEMARKS to be duly executed by its officer thereunto duly authorized as of the date first above written.

JPMORGAN CHASE BANK, N.A.,
Successor by merger to Bank One, NA,
as Collateral Agent

By: 

Name: **ROBERT D. BRYANT**
VICE PRESIDENT

Date: 1/27/14