

07-07-2005

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE



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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.

J.P.S.C.

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: JUNE 25 2003

2. Name and address of receiving party(ies)

Name: JP MORGAN CHASE BANK N.A.

Internal Address: LIEN PERFECTION UNIT

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 ATTACHED

B. Trademark Registration No.(s) SEE ATTACHED

Additional number(s) attached Yes No

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

Name: ROBIN J MOLT

Internal Address:

Street Address: 80 STATE STREET

6TH FL

City: ALBANY State: NY Zip: 12207

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 3.41) \$ 440

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robin J Molt Name of Person Signing

Robin J Molt Signature

6-29-05 Date

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

8

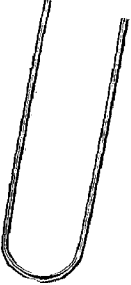
07/06/2005 6TOM11 00000119 78550126

Mail 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 OP 02 FC:8522 400.00 OP

TRADEMARK REEL: 003189 FRAME: 0153

Trademark Name	Status	Appl Number	Reg Number	Fill Date	Reg Date
CHESTER AWARD	Applied	78550126		1/19/2005	
DIGITAL COLOR ELITE GLOSS	Applied	78537587		12/23/2004	
DIGITAL COLOR ELITE SILK	Applied	78537591		12/23/2004	
DIGITAL COLOR SELECT GLOSS	Applied	78564403		2/10/2005	
DIGITAL COLOR SELECT SILK	Applied	78554408		2/10/2005	
DXP8200	Applied	78537621		12/23/2004	
E-SHOT	Applied	78596447		3/28/2005	
EXPRESSIONS ELITE	Applied	78537598		12/23/2004	
H-WHITE	Applied	78596398		3/28/2005	
PRINT INFRASTRUCTURE WEATHER FORECAST	Applied	78596315		3/28/2005	
PRINT INFRASTRUCTURE WEATHER REPORT	Applied	78596321		3/28/2005	
SMARTDOCUMENT TRAVEL	Applied	78550141		1/19/2005	
SMARTSIZE	Applied	78537582		12/23/2004	
SMARTSIZE TECHNOLOGY	Applied	78564440		2/10/2005	
SXP8200	Applied	78537617		12/23/2004	
WXP6200	Applied	78537610		12/23/2004	
XEROX COLOR. IT MAKES BUSINESS SENSE (Stylized)	Applied	78550110		1/19/2005	



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, N.A., 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, N.A., 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

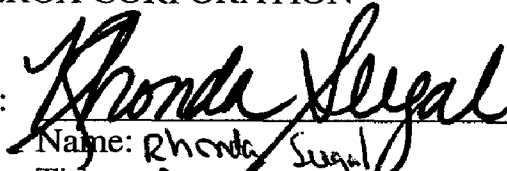
(d) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto.

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 13th day of June, 2005.

XEROX CORPORATION

By:


Name: Rhonda Segal
Title: VP & Treasurer

Acknowledged:

JPMORGAN CHASE BANK, N.A., as
Collateral Agent

By:

Name:

Title:


TS

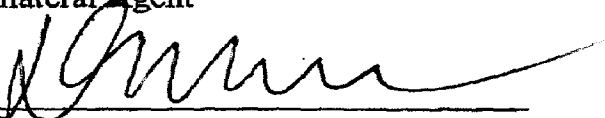
IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 17th day of June, 2005.

XEROX CORPORATION

By: _____
Name:
Title:

Acknowledged:

JPMORGAN CHASE BANK, N.A., as
Collateral Agent

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

**Schedule I
To Trademark
Security Agreement**

(See attached.)

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CHESTER AWARD	Applied	78550126		1/19/2005	
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