TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM492043

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release (Reel 6052 / Frame 0790)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		09/28/2018	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Conduent Business Services, LLC	
Street Address:	Address: 100 Campus Drive, Suite 200	
City:	Florham Park	
State/Country:	e/Country: NEW JERSEY	
Postal Code:	07932	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4712964	IGNITE

CORRESPONDENCE DATA

Fax Number: 8009144240

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

800-713-0755 Phone:

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	10/01/2018

Total Attachments: 5

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> **TRADEMARK** REEL: 006446 FRAME: 0435

RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS (this "Release"), dated as of September 28, 2018 (the "Effective Date"), is made by JPMorgan Chase Bank, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "Agent") for the Secured Parties, in favor of Conduent (as defined below).

- WHEREAS, Conduent Business Services, LLC (f/k/a Xerox Business Services, LLC) a Delaware limited liability company ("Conduent"), the Agent and the other parties thereto entered into that certain Credit Agreement, dated as of December 7, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");
- WHEREAS, Conduent, the Agent and the other parties thereto entered into that certain Security Agreement, dated as of December 7, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");
- WHEREAS, pursuant to the Security Agreement, Conduent pledged, collaterally assigned, mortgaged, transferred and granted to the Agent, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of the Conduent's right, title and interest in, to or under the trademarks set forth in Schedule I hereto ("Trademark Collateral");
- WHEREAS, pursuant to the Security Agreement, Conduent executed and delivered a Trademark Security Agreement, dated as of May 4, 2017 (the "<u>Trademark Security Agreement</u>"), for recordation with the United States Patent and Trademark Office:
- WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 8, 2017 at Reel/Frame 6052/0790; and
- WHEREAS, pursuant to that certain Confirmation of Release of Liens, dated as of September 28, 2018, entered into by the Agent, as Administrative Agent and as Collateral Agent and Conduent, the Agent has agreed to release the security interest granted to the Agent in and to the Trademark Collateral.
- **NOW, THEREFORE,** for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:
- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release and Termination. The Agent, without representation or warranty of any kind, on behalf of the Secured Parties, hereby terminates, cancels, releases and forever discharges the security interest in the Trademark Collateral, including the goodwill associated therewith or symbolized thereby, and retransfers and reassigns to Conduent any right, title or interest the Agent may have in, to or under the Trademark Collateral. For clarity, the Agent is only terminating, releasing and discharging its security interest in the trademarks set forth in Schedule I hereto, and all other security interests granted to the Agent with respect to all other collateral pursuant to the Security Agreement and the Trademark Security Agreement shall continue in full force and effect, and the Agent's security interest, liens, rights, titles and

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TRADEMARK REEL: 006446 FRAME: 0436 interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

3. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Signature Pages to Follow]

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TRADEMARK
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IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

JPMORGAN CHASE BANK, N.A., acting in its capacity as Agent for the Lenders

Name:

John G. Kowalczuk

Title:

Executive Director

Trademark Applications and Registrations

	Owner	Trademark	App. No.	Reg. No.
1.	Conduent Business Services, LLC	IGNITE	85850171	4712964

[Schedule I to Conduent Trademark Release]

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RECORDED: 10/01/2018