

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Xerox Corporation		11/22/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	78629867	EASY APPLY FOR EA MACHINES
Serial Number:	78629883	SEE THE DIFFERENCE QUALITY MAKES
Serial Number:	78629896	6204
Serial Number:	78629908	4590
Serial Number:	78629942	SERVICES AND SOLUTIONS IMPLEMENTATION PROCESS
Serial Number:	78670815	PRINTERACT
Serial Number:	78670776	PRINTINGSCOUT
Serial Number:	78672775	XEROX PROFITACCELERATOR
Serial Number:	78676364	ECLICK
Serial Number:	78676389	C232
Serial Number:	78679725	DOCUMATE 252
Serial Number:	78679758	DOCUMATE 262
Serial Number:	78679796	DOCUMATE 510
Serial Number:	78679816	DOCUMATE 520

CH \$465.00 78629867

Serial Number:	78679831	6400
Serial Number:	78723575	XEROX NUVERA
Serial Number:	78672748	PROFITACCELERATOR
Serial Number:	78679779	DOCUMATE 250

CORRESPONDENCE DATA

Fax Number: (202)728-0744

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2027216405

Email: christine.wilson@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 80 State Street

Address Line 2: 6th Floor

Address Line 4: Albany, NEW YORK 12207

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	12/12/2005

Total Attachments: 6

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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 22 day of November, 2005.

XEROX CORPORATION

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

Acknowledged:

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

By: _____
Name:
Title:

Jessica G. [Signature]
Jessica G. [Signature]
Attorney: [Signature]
[Signature] [Signature]

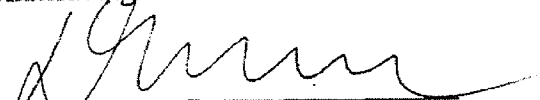
IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 22 day of November, 2005.

XEROX CORPORATION

By: _____
Name:
Title:

Acknowledged:

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

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

**Schedule I
to Trademark
Security Agreement**

(See attached.)

Trademark Name	Status	Appl Number	File Date
EASY APPLY FOR EA MACHINES	Applied	78629867	5/13/2005
SEE THE DIFFERENCE QUALITY MAKES	Applied	78629883	5/13/2005
6204	Applied	78629896	5/13/2005
4590	Applied	78629908	5/13/2005
SERVICES AND SOLUTIONS IMPLEMENTATION PROCESS	Applied	78629942	5/13/2005
PRINTERACT	Applied	78670815	7/14/2005
PRINTINGSCOUT	Applied	78670776	7/14/2005
PROFITACCELERATOR	Applied	78672648	7/18/2005
XEROX PROFITACCELERATOR AND DESIGN	Applied	78672775	7/18/2005
ECLICK	Applied	78676364	7/22/2005
C232	Applied	78676389	7/22/2005
DOCUMATE 252	Applied	78679725	7/27/2005
DOCUMATE 262	Applied	78679758	7/27/2005
DOCUMATE 250	Applied	78679779	7/27/2005
DOCUMATE 510	Applied	78679796	7/27/2005
DOCUMATE 520	Applied	78679816	7/27/2005
6400	Applied	78679831	7/27/2005
XEROX NUVERA	Applied	78723575	9/29/2005