

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
Citibank, N.A.		06/01/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Unisys Corporation		
Street Address:	Township Line and Union Meeting Roads		
City:	Blue Bell		
State/Country:	PENNSYLVANIA		
Postal Code:	19424		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77033971	VUCORE	
CORRESPONDENCE DATA			
Fax Number:	(215)986-3090		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-986-2955		
Email:	stephanie.thier@unisys.com		
Correspondent Name:	Stephanie Thier		
Address Line 1:	Unisys Way		
Address Line 4:	Blue Bell, PENNSYLVANIA 19424		
NAME OF SUBMITTER:		Stephanie Thier	
Signature:		/Stephanie Thier/	
Date:		07/30/2009	
Total Attachments: 3 source=IP Security Release Agreement2#page1.tif			

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INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT

This INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT (the "*IP Security Release*") dated June 1, 2009 is made by CITIBANK, N.A., in its capacity as collateral agent (the "*Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below), in favor of UNISYS CORPORATION and UNISYS HOLDING CORPORATION (the "*Grantors*"). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Credit Agreement and the IP Security Agreement (as defined below).

WHEREAS, Unisys Corporation, a Delaware corporation, has entered into a Credit Agreement dated as of May 31, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") with Citibank, N.A., as Administrative Agent, and the Lenders party thereto;

WHEREAS, pursuant to that certain Intellectual Property Security Agreement dated as of May 31, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*"), and pursuant to those certain Intellectual Property Security Agreement Supplements dated March 2, 2007, February 2008, and February 6, 2009 (the "*IP Security Agreement Supplements*"), each Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in and to all of Grantors' right, title and interest in and to the Collateral;

WHEREAS, the IP Security Agreement and IP Security Agreement Supplements were recorded with the United States Patent and Trademark Office on June 20, 2006, at Reel 003365, Frame 0001, and on April 13, 2007, at Reel 003528, Frame 0385, and on March 6, 2008, at Reel 003733, Frame 0400 with respect to U.S. trademarks and trademark applications, and on June 20, 2006, at Reel 018003, Frame 0001, on April 13, 2007, at Reel 019188, Frame 0840, on March 6, 2008, at Reel 020612, Frame 0305, and on February 10, 2009 at Reel 022237, Frame 0172 with respect to U.S. patents and patent applications, and was recorded with the United States Copyright Office on June 27, 2006, Volume 3539, Documents 811 and 812, with respect to U.S. copyrights;

WHEREAS, in accordance with the terms of the Payoff Letter (the "*Payoff Letter*") dated on or about the date of this IP Security Release and given by the Agent, the obligations secured by the Collateral have been repaid or otherwise satisfied to the extent set forth in such Payoff Letter; and

WHEREAS, the Collateral Agent therefore desires to release its security interest in and to the Grantors' right, title and interest in the Collateral, including the Patents, Trademarks, and Copyrights identified on Schedules A, B, and C attached hereto (the "*Released Intellectual Property*").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent and the Grantors hereby agree as follows:

SECTION 1. Release of Security Interest. The Agent does hereby release and convey to the Grantors, without recourse, representation or warranty of any kind, all of the Agent's right, title and interest in and to the Grantors' right, title and interest in and to the Released Intellectual Property.

SECTION 2. Recordation. The Grantors authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks, and any other applicable government officer in any successor office or any similar office in any other country record this IP Security Release.

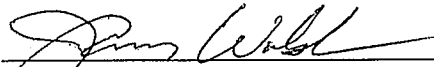
SECTION 3. Execution in Counterparts. This IP Security Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This IP Security Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this IP Security Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

CITIBANK, N.A.
as Agent

By: 
Name: JAMES M. WALSH
Title: Managing Director
212-816-8747