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Docket GRETAG

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings → → →

102206037

1. Name of Pledgors:

8:27:02

GRETAG IMAGING HOLDING AG; ALTHARDSTRASSE 70, 8105 REGENSDORF, SWITZERLAND  
 GRETAG IMAGING TRADING AG; LANDSTRASSE 176; 5430 WETTINGEN, SWITZERLAND  
 GRETAG IMAGING AG; ALTHARDSTRASSE 70, 8105 REGENSDORF, SWITZERLAND  
 SAN MARCO IMAGING SRL; VIA PONTEBBANA 28; 33080 FIUME VENETO, ITALY  
 GRETAG IMAGING INC., 361 WHITNEY AVENUE; HOLYOKE, MASSACHUSETTS USA

2. Name and address of Pledgee:

Name: EASTMAN KODAK

City: Rochester

State: New York

Zip: 14650

COMPANY

3. Nature of Conveyance:

☐ Assignment☒

Other: Security Agreement

Execution Date: March 27, 2002 and April 3, 2002

4. Application number(s) or patent number(s): (See Attached Sheet)

If this document is being filed together with a new application, the execution date of the application is the same as the execution date of the Assignment, unless stated as follows:

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

Name: Mary E. Read

Address: Eastman Kodak Company, Patent Legal Staff

City: Rochester

State: New York

Zip: 14650-2201

6. The total number of applications and patents involved is one (1) unless stated as follows: 53

7. Total fee (37 CFR 1.21h):

\$2,120

☐ Enclosed☒

Authorized to be charged to deposit account

8. Deposit account number: 05-0225

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

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 FINANCE SECTION  
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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.

Mary E. Read

Name of Person Signing

Signature

August 20, 2002

Date

Total number of pages including cover sheet:

11

08/29/2002 GTDN11 00000082 050225 6270029

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 PATENT  
 REEL: 013177 FRAME: 0913

## List of Patents – Security Agreement

| Assig      | Title   | US        |
|------------|---|-----------|
| GIAG       | Spiral storage  | 6,270,029 |
| GIAG       | Apparatus for producing photographic copies   | 6,246,462 |
| GIAG       | Processing arrangement for rolled up material   | 6,216,975 |
| GIAG       | Recording drum arrangement  | 6,204,871 |
| GIAG<br>TI | Photofinishing utilizing modulated light source array   | 6,163,363 |
| GIAG       | Process for the manufacture of photographic pictures  | 6,127,103 |
| GIAG       | Process and apparatus for producing a photographic print  | 6,111,381 |
| GIAG       | Method for producing index prints   | 6,088,136 |
| GIAG       | Method for calibrating a photographic copy printer  | 6,072,604 |
| GIAG       | Apparatus for producing photographic prints   | 6,072,562 |
| GIAG       | Test material storage and feed device   | 6,059,465 |
| GIAG       | Optical reproduction system   | 5,993,016 |
| GIAG       | Method and device for processing of sheet material  | 5,984,304 |
| GIAG       | Method and apparatus for recording picture information using a photographic single sheet printer                  | 5,982,410 |
| GIAG       | Method for producing photographic copies from photographic originals  | 5,953,136 |
| GIAG       | Device for developing sheet-like or tape-like photographic material   | 5,875,371 |
| GIAG       | Apparatus for developing photographic material  | 5,870,646 |
| GIAG       | Method for producing copies from photographic originals   | 5,798,820 |
| GIAG       | Process and device for preparing film strips for subsequent orders  | 5,760,877 |
| GIAG       | Method and system for creating index prints on and/or with a photographic printer                                 | 5,739,897 |
| GIAG       | Process and device for preparing film strips for subsequent orders  | 5,604,564 |
| GIAG       | Integrated photographic processing system and procedure for operating the system                                  | 5,579,074 |
| GIAG       | Take-up system for photographic material in strip-form  | 5,526,998 |
| GIAG       | Process for operating a photographic processing apparatus and an apparatus for photographic processing            | 5,444,513 |
| GIAG       | Process and apparatus for processing strips of photographic tape material   | 5,381,209 |
| GIAG       | Procedure for making copies from photographic originals   | 5,365,353 |
| GIAG       | Photographic copying apparatus and process of operation   | 5,337,118 |
| GIAG       | Photographic printing machine for copying originals on sheet-like copy material                                   | 5,335,045 |
| GIAG       | Process for connecting a number of short strips of photographic material to a long roll                           | 5,320,694 |
| GIAG       | Process for the production of photographic copies from photographic copy masters on a photographic copy apparatus | 5,309,199 |
| GIAG       | Photographic colour copier and method of controlling illumination   | 5,115,270 |

| Assig                 | Title   | US                        |
|-----------------------|---|---------------------------|
| GIAG                  | Method of exposure control and photographic colour copier   | 5,036,351                 |
| GIAG                  | Method of exposure control and photographic colour copier   | 5,016,043                 |
| GIAG                  | Method of controlling the exposure of a photographic colour copier  | 4,951,084                 |
| GIT                   | Photographic image acquisition device   | 6,353,469                 |
| GIT                   | Mask and method of varying the luminance profile of a photographic image for photographic or digital printing | 09/498948                 |
| GIT                   | Bilderzeugungsvorrichtung   | 09/641785                 |
| GIT                   | Method of optimizing the intensity distribution in a photographic copying machine                             | 09/493609                 |
| GIT                   | Method and device for processing a web  | 09/879178<br>2001/0054642 |
| GIT                   | Photographic image acquisition device using LED chips   | 20010048814               |
| GIT                   | Photo finishing system with ink-jet printer   | 09/916751                 |
| GIT                   | Verfahren und Vorrichtung zum Drucken von digitaler Bildinformation   | 09/954580                 |
| GIT                   | Fotografische Aufzeichnungsvorrichtung mit automatischer Beladung und Entladung eines Mediumbandes            | 10/004047                 |
| GII                   | Photographic recorder system and method   | 60/267984<br>09/876766    |
| GSI<br>& GIAG         | STORAGE FOR STRIP MATERIAL  | 5,237,359                 |
| GSI<br>& GIAG         | PROCESS FOR THE PREPARATION OF PHOTOGRAPHIC COLOR COPIES  | 5,119,125                 |
| GSI<br>& GIAG         | PHOTOGRAPHIC COLOR COPYING APPARATUS  | 5,109,251                 |
| <del>GSI</del> to GII | Method and apparatus for removing wastepaper from a continuous web of photographic prints                     | 5,072,639                 |
| <del>SM</del> to GII  | Bagless film handling system  | 5,032,707                 |
| <del>SM</del> to GII  | Apparatus and method for encoding identification data in an automated photofinishing packaging system         | 4,933,711                 |
| <del>SM</del> to GII  | Photofinishing packaging system   | 4,821,061                 |

# Security Agreement

dated as of April 3, 2002

by and between

— **Gretag Imaging Holding AG**  
Althardstrasse 70, 8105 Regensdorf, Switzerland;

(hereinafter GIH)

— **Gretag Imaging Trading AG**  
Landstrasse 176, 5430 Wettingen, Switzerland;

(hereinafter GIT)

— **Gretag Imaging AG**  
Althardstrasse 70, 8105 Regensdorf, Switzerland;

(hereinafter GIAG)

**San Marco Imaging Srl.**  
Via Pontebbana 28, 33080 Fiume Veneto, Italy;

(hereinafter SMI)

and

— **Gretag Imaging Inc.**  
361 Whitney Avenue, Holyoke, Massachusetts, USA

(hereinafter GII)

(collectively the **Pledgors**  
and each individually a **Pledgor**)

and

**Eastman Kodak Company,**  
343 State Street, Rochester, New York, USA

(**Kodak** or the **Pledgee**)

G. GIH and GIT have agreed in a Consolidated Loan Agreement (Section 2 para. 3) to pledge to Kodak on a priority basis any and all assets not otherwise encumbered, excluding the assets of SMI and Systel International SpA., to any third party as security for the Consolidated Loan.

**Now, therefore,** the parties hereto agree as follows:

## **1. Definitions**

Capitalised terms not otherwise defined herein shall have the meanings assigned to the in Annex 1 of the Frame Agreement dated April 1, 2002 by and between Kodak and GIH.

## **2. Pledge of Assets**

### **2.1 Object of Pledge and Security Interest**

Each of the Pledgors hereby agrees to effect a priority pledge or security interest over any and all assets owned by it and not presently encumbered otherwise to any third party (the **Pledged Assets**) provided, however, that any and all assets of SMI and Systel International SpA. shall be excluded from such pledge or security. Such assets shall include but not be limited to

- patents
- know how
- trademarks
- designs
- other IP rights
- receivables
- real estate
- machinery.

In addition, each of the Pledgors confirms the existing pledges to Pledgee effected under the Orion Security Agreements.

Upon the effect of the Pledge, the Pledgors have a right to undertake efforts, including but not limited to a valuation of the Pledged Assets or parts thereof, to convince Kodak that the value of the Pledged Assets exceeds the value of a rea-

sonable collateral for the Secured Claims. Kodak agrees to consider in good faith, taking into account commonly acknowledged banking risk assessment rules, Pledgors' request. If Kodak acting in good faith, reasonably determines that the claims secured by this Agreement are over-collateralized, Kodak and Gretag will mutually determine the portion of the Pledged Assets to be released from this pledge.

## **2.2 Secured Claim**

The pledge and security interest on the Pledged Assets granted hereby shall serve as a security for all the obligations of the Pledgors to the Pledgee under the Consolidated Loan Agreement in accordance with the terms thereof.

## **3. Orion Security Agreements**

Each of the Pledgors hereby agrees that the Orion Security Agreements shall remain in full force and effect, but shall now secure all obligations of GIH under the Consolidated Loan Agreement.

## **4. Perfection of Security Interest**

Each of the Pledgors, excluding SMI, agrees to deliver to Pledgee at earliest convenience any and all instruments, documents and things necessary for Pledgee to perfect the security interests provided in Section 2 hereof.

## **5. Enforcement of Security**

In case of an Event of Default as defined in the Consolidated Loan Agreement Pledgee shall have the right, to enforce its security interests without regard to the formalities provided in the Swiss Federal Code on Debt Collection and Bankruptcy or any respective foreign laws. The Pledgee may choose at its discretion whether to realize the security interest by forced or by private sale.

Notwithstanding the foregoing and the provision of Article 41 of the Swiss Federal Code on Debt Collection and Bankruptcy, the Pledgee is at liberty to institute or pursue the ordinary procedure for recovery of debt without having first realized the security interest or institute proceedings for the realization of the said security.

The Pledgors undertake to do all acts and things in an enforcement of the Pledged Assets necessary or useful, and to procure that any and all such acts

This **Security Agreement** (the **Security Agreement**) is made as of April 3, 2002 by and between Eastman Kodak Company and Gretag Imaging Holding AG (GIH), Gretag Imaging Trading AG (GIT), Gretag Imaging AG (GIAG), San Marco Imaging Srl. (SMI) Gretag Imaging Inc. (GII).

**Whereas**

- A. GIT and Kodak entered into a Loan Agreement dated on May 21, 2001 (the **Loan Agreement**), pursuant to which GIT borrowed from Kodak and Kodak agreed to provide to GIT a loan of USD 20'000'000 (twenty million United States Dollars).
- B. On December 21, 2001/January 12, 2002 GIT and Kodak agreed to extend the repayment date under the **Loan Agreement** to December 31, 2002 pursuant to an Amendment I to the **Loan Agreement**;
- C. For the purpose of securing the repayment of funds borrowed under the **Loan Agreement** GIT, GIAG and SMI each individually pledged to Kodak certain IP Rights with respect to the "Project Orion" (a version of a digital minilab) under three IP Pledge Agreements as well as Know-how relating to the "Project Orion" under a Know-how Pledge Agreement, the Know-how having been placed in escrow pursuant to an Escrow Agreement with Alessandro L. Celli, Esq. as Escrow Agent (together the **Orion Security Agreements**) as attached in Annexes 2 to 5 to the Consolidated Loan Agreement;
- D. Kodak and Pledgors wish to assure the financial base for the continued development of the business of GIH and its Affiliates by making available funds in the form of an equity contribution and a loan thereby strengthening GIH and its Affiliates' ability to continue providing technical support of the existing client base;
- E. GIH and the Gretag Subsidiaries have agreed pursuant to a Transfer and License Agreement to convey to IMIP LLC (IMIP), and are in the process of transferring to IMIP, all Assets as defined;
- F. IMIP has agreed to grant certain licenses to Gretag and its Affiliates pursuant to one or more Transfer and License Agreement and to Kodak pursuant to a License and Right to Use Agreement.

and things be done to properly effect any transfer of the Pledged Assets to one or more new owners, to render possible such private sale.

## **6. Representations and Warranties**

Each of the the Pledgors represent and warrant as follows:

- (a) the Pledged Assets currently owned by the Pledgors, are held by the Pledgors in free and unencumbered property, are to the best of their knowledge duly registered in the respective registries and are not subject to any pledges, liens, rights of set-off or third party rights of any nature other than as provided herein;
- (b) to do, at its own cost, do all acts and things necessary to maintain the legal validity and prevent any deterioration of the legal standing of the Pledged Assets in particular to defend the patents, trade marks, designs and copyrights against each and every nullity claim by third parties and to take at its own costs legal steps against each and every such violation;
- (c) no litigation, arbitration or administrative proceeding or claim which might have a material adverse effect on the business, assets or condition of either or materially and adversely affect the ability of either to observe or perform the obligations of the Pledgors under this Agreement, is presently in progress or pending or threatened against the Pledgors or any of their assets;
- (d) not to sell, transfer, or create a subsequent pledge, charge, lien or third party right of any nature on any of the Pledged Assets without the prior written consent of the Pledgee, except in the ordinary course, consistent with past practice; and
- (e) the execution and delivery of, and performance of its obligations including without limitation the perfection of the Security Interest as set forth in Section 4 hereof. This Agreement by each of the Pledgors has been duly authorized by all necessary corporate action on behalf of the Pledgor and is not in breach of the corporate powers of the Pledgor.



## **7. General Provisions**

### **7.1 Effect on Third Parties**

No person other than the parties hereto shall have any rights or benefits under this Agreement, and nothing in this Agreement is intended to confer on any person other than the parties hereto any rights, benefits or remedies.

### **7.2 Notices**

All notices or other communications to be given under or in connection with this Agreement shall be made in writing by fax, letter or telex to the addresses set forth in the Consolidated Loan Agreement. Notices to Pledgors shall be given to GLH acting on their behalf.

### **7.3 Amendments and Waivers**

This Agreement may only be modified or amended by a document signed by all parties. Any provision contained in this Agreement may only be waived by a document signed by the party waiving such provision.

## **8. Severability**

If any term or provision of this Agreement is held to be invalid or unenforceable for any reason, it shall be adjusted (if possible, rather than voided) in order to achieve the intent of the Parties to this Agreement to the fullest extent possible. All other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent possible. Should a provision be deemed void because of its invalidity or unenforceability, such provision shall be replaced with a valid and enforceable provision that has the same or at least similar effect.

## **9. Applicable Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland. The Commercial Court of Zürich shall have exclusive jurisdiction.

**Table of Annexes**

| <b>Number of Annex</b> | <b>Name of Annex</b>   |
|------------------------|--|
| 1                      | IP Pledge Agreement between Kodak and Gretag Imaging Trading AG  |
| 2                      | IP Pledge Agreement between Kodak and Gretag Imaging AG  |
| 3                      | IP Pledge Agreement between Kodak and San Marco Imaging Srl.   |
| 4                      | Agreement regarding Orion Project Know-how between Kodak and Gretag Imaging Trading AG, Gretag Imaging AG and San Marco Imaging Srl.   |
| 5                      | Escrow Agreement between Kodak and Gretag Imaging Trading AG, Gretag Imaging AG and San Marco Imaging Srl. and Dr. Alessandro L. Celli |

Security Agreement between Gretag and Kodak 7 | 8

So agreed on March 27, 2002 in Zurich.

Eastman Kodak Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Gretag Imaging Holding AG

By: E. BrunnerName: E. Brunner

Gretag Imaging Trading AG

By: E. BrunnerName: E. Brunner

Gretag Imaging AG

By: E. BrunnerName: E. Brunner

San Marco Imaging Srl.

By: E. BrunnerName: E. Brunner

Gretag Imaging Inc.

By: E. BrunnerName: E. BrunnerBy: P. JungName: P. JungBy: P. JungName: P. JungBy: P. JungName: P. JungBy: P. JungName: P. JungBy: P. JungName: P. Jung

Security Agreement between Gretag and Kodak 717

So agreed on <sup>April 3,</sup> ~~March~~, 2002 in Zurich.

Eastman Kodak Company

By:  T.M.L.

Name: David Monderer

Gretag Imaging Holding AG

By: \_\_\_\_\_

Name: \_\_\_\_\_

Gretag Imaging Trading AG

Name: \_\_\_\_\_

Gretag Imaging AG

Name: \_\_\_\_\_

San Marco Imaging Srl.

Name: \_\_\_\_\_

Gretag Imaging Inc.

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_