

11-01-2004

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

REC

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings

102798194

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Polaroid Corporation (formerly known as OEP Imaging Operating Company)

## 2. Name and address of receiving party(ies):

Name: Citicorp USA, Inc. as "Agent"

Internal Address: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other \_\_\_\_\_

Street Address: 388 Greenwich Street

City: New York State: NY Zip: 10013

Execution date: July 29, 2002

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) 10078654 and others

B. Patent No.(s) \_\_\_\_\_

See Schedule I

See Schedule I

Additional numbers attached? ☒ Yes ☐ No

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

Name: Dale Nissenbaum

Internal Address: Weil, Gotshal &amp; Manges LLP

767 5th Avenue

Street Address: \_\_\_\_\_

City: New York State: NY Zip: 10153

## 6. Total number of applications and patents involved: 47

7. Total fee (37 CFR 3.41): \$ 1880.00

☐ Enclosed☒ Authorized to be charged to deposit account (we were already charged \$2440.00 and now need to be credited \$560.00)

## 8. Deposit account number:

23-0800

(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.

Phyllis Eremittaggio

Name of Person

Signing Signature

Date

Total number of pages including cover sheet, attachments, and documents: \_\_\_\_\_

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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

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PATENT  
REEL: 015320 FRAME: 0669

## SCHEDULE I

### C. PATENT LICENSES

Party	Date of Ag.	Term Date	Description of Agreement
Achiever Industries Limited, A-15125	05/22/00	Upon Patent Expiration	License: U.S. Patent 5,187,512
Alcatel Optonics	05/23/00	Upon Patent Expiration	License: U.S. Patent 4,786,131
American Ink Jet Corp. A-12,980	05/15/98	Active	Cooperation Agreement, Polaroid ink jet additives and dyes
Aprilis, Inc., A-14587	06/30/99	Upon Patent Expiration	License: U.S. Patent No. 5,759,721 & 08/970066
Axon (A-16,834)		Upon Patent Expiration	License: U.S. Patent 4,786,131
Bookham Technology, Ltd., A-15092	10/01/00	Upon Patent Expiration	License: U.S. Patent 4,786,131
Boston Laser, Inc. (A-15,002)	04/07/00	Upon expiration of the last to expire of the Licensed Patents	patent agreement in connection with sale of laser diode business 4714518 4847119 5804461 4956683 5003174 5086004 5311533 5793792
Canon	06/30/97	Upon Patent Expiration	Cross-License, Camera Patents
Canon, Inc.	03/03/95	Until expiration date of last to expire of Licensed Patent Claims, Subsidiaries Patent Claims and Blocking Patent Claims	Advanced Photo System Camera License Agreement
Charles Randolph Company, A-15292	06/15/00	Upon Patent Expiration	License: U.S. Patent 5,187,512

Party	Date of Ag.	Term Date	Description of Agreement
Cohesive Technologies A-8234	09/12/91	Upon Patent Expiration	License Agreement: Polaroid U.S. Patent No. 4,617,253 & 4,670,528
Coho Holdings & Corning, Inc., A16309	07/27/01	Upon Patent Expiration	Term Sheet: technical interchange regarding antioxidants
Corning (A-15,878)		Upon Patent Expiration	License: U.S. Patent 4,786,131
Elite Brands, Inc., A-14884	03/01/01	Upon Patent Expiration	License: U.S. Patent 5,187,512
Fairworld, Inc., A-15119	02/21/00	Upon Patent Expiration	License: U.S. Patent 5,187,512
Farsharp	04/13/99	Upon Patent Expiration	Cross-License, Camera Patents
Farsharp Industrial Corp.	01/11/00	1/11/02 with surviving confidentiality obs	Development Agreement re deli film
Farsharp Industrial Corp. A-16187	07/11/01	7/11/06	License
Farsharp Industrial Corp., A-14472	04/12/99	Upon Patent Expiration	License: Polaroid patents RE 30,534 & 4,348,087
Fototec A-8447	04/01/96	Upon Patent Expiration	License: Fototec U.S. Patent 4,896,176
Fuji	03/18/98	Upon Patent Expiration	Cross-License, Camera Patents
Goko Camera Co, Ltd., A-13878	09/04/98	Upon Patent Expiration	Cross License: Camera Patents
Haking	03/16/99	Upon Patent Expiration	Cross-License, Camera Patents

Party	Date of Ag.	Term Date	Description of Agreement
Hitachi Cable, Ltd., A-13877	08/20/98	Upon Patent Expiration	License: U.S. Patent <u>4,786,131</u>
Hyundai Electronic Industries, Co., Inc.	10/18/97	Upon Patent Expiration	License: U.S. Patent <u>4,808,501</u> , etc.
Industrial Technology Research Institute, A-15062	05/10/00	Upon Patent Expiration	License: wide viewing angle film technology
Infineon Technologies, A-15430	01/17/01	Upon Patent Expiration	License: U.S. Patent <u>4,786,131</u>
International Specialty Products (A-16,922)		Expires 5/2/2022 if a patent does not issue	License for ink jet dyes
JDS Uniphase, A-15637	01/01/01	Upon Patent Expiration	License: U.S. Patent <u>4,786,131</u>
Kodak	02/10/99	Upon Patent Expiration	Cross-License, Camera Patents
Konica	03/22/99	Upon Patent Expiration	Cross-License, Camera Patents
Konica Corp., A-14229	03/22/99	Upon Patent Expiration	Cross License, Camera Patents
Kymata, Ltd., A-14392	09/14/99	Upon Patent Expiration	License: U.S. Patent <u>4,786,131</u>
Kyocera	12/05/96	Upon Patent Expiration	Cross-License, Camera Patents
Leica Camera AG, A-14425	03/17/99	Upon Patent Expiration	Cross-License, Camera Patents
Lemelson A-7210	10/11/90	Upon Patent Expiration	Patent No. <u>4,213,163</u>
Microcontinuum, Inc., A-14510	05/20/99	Upon Patent Expiration	License: Technical info & Disclosures re: TRAMS <u>4831244</u> <u>5045076</u>

Party	Date of Ag.	Term Date	Description of Agreement
Microtrace A-13, 408	01/01/99	1/1/04	License: Microtaggant Identification Particles
Minnesota Mining and Manufacturing Company	11/22/99	11/22/04	Asset Purchased Agreement for Polaroid's Anti-Glare Filters - Includes Supply Agreement and Trademark License Agreement
Minolta	07/17/96	Upon Patent Expiration	Cross-License, Camera Patents
Motorola, A-11,467	02/21/96	Upon Patent Expiration	Patent License: Motorola Holographic Reflectors
Nittoh Kogaku K.K., A-14426	4/15/99	Upon Patent Expiration	Cross-License, Camera Patents
NTT Electronics Corp., A-14448	04/15/99	Upon Patent Expiration	License: U.S. Patent 4,786,131
Olympus	06/28/96	Upon Patent Expiration	Cross-License, Camera Patents
Olympus Optical Co., Ltd.	01/01/99	12/31/00 but confidentiality and alliance pieces appear to survive	Digital still camera and printing
Opsitech A-15,815	11/01/01	Upon Patent Expiration	License: U.S. Patent 4,786,131
Panasonic/West	10/16/97	Upon Patent Expiration	Cross-License, Camera Patents
Pentax (Asahi)	12/12/96	Upon Patent Expiration	Cross-License, Camera Patents
Photonic Integration Research, Inc., A-14331	04/01/99	Upon Patent Expiration	License: U.S. Patent 4,786,131
Premier Camera Taiwan Ltd., A-14061	09/25/98	Upon Patent Expiration	Cross-License: Camera Patents

Party	Date of Ag.	Term Date	Description of Agreement
Rave, USA, A-15028	01/31/00	Upon Patent Expiration	License: U.S. Patent 5,187,512
Ricoh	09/08/98	Upon Patent Expiration	Cross-License, Camera Patents
Samsung Electronics Company, Ltd., A-15397	05/25/01	Upon Patent Expiration	License: U.S. Patent 4,786,131
Sinpo Optical Co., Ltd., 13874	07/28/98	Upon Patent Expiration	Cross-License: Camera Patents
Sony Corporation A-14,890	01/13/98	Upon Patent Expiration	Patent License, Polaroid Color Filter patents 4,808,501, 5,059,500, 5,140,396, and 5,268,245
Toppan Printing Co., Ltd., A-14261	10/30/99	Upon Patent Expiration	License: U.S. Patent 5,659,408
Unisys Corporation A-13,718	04/20/98	Upon Patent Expiration	U.S. Patent 4,558,302
Vastframe Camera Ltd., A-14809	06/12/01	Upon Patent Expiration	License: U.S. Patent 5,187,512
Vectis Corp., A-16056	05/24/01	Upon Patent Expiration	License: Patents & technical info. for chemical compositions and composition classes
Vivitar	12/15/97	Upon Patent Expiration	Cross-License, Camera Patents
VLSI Vision Ltd. A-12-885	02/17/98	Upon Patent Expiration	Patent License, Polaroid Color Filter Patents 4,808,501, 5,059,500, 5,140,396, and 5,268,245

**PATENT SECURITY AGREEMENT**, dated as of July 29, 2002, by *OEP Imaging Operating Company (to be renamed Polaroid Corporation)* (the "*Company*") and each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to Section 7.10 (*Additional Grantors*) of the Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Citicorp USA, Inc. ("*CUSA*"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of July 29, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among, *inter alios*, OEP Imaging Corporation (to be renamed Polaroid Holding Corporation), OEP Imaging Operating Corporation (to be renamed Polaroid Corporation), the Borrowers party thereto, the Lenders and Issuers party thereto, CUSA, as domestic administrative agent for the Lenders and Issuers, and Bank of America, N.A., as foreign administrative agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

**Section 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

**Section 2. Grant of Security Interest in Patent Collateral**

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing valid and perfected lien on and security interest in and to, whether now owned or hereafter acquired, and any and all right, title and interest in, to and under the following Collateral of such Grantor (the "*Patent Collateral*"):

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all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

all reissues, continuations or extensions of the foregoing; and

to the extent not otherwise included, all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License;

provided, however, that the foregoing grant of a security interest shall not include a security interest in any Patent License of a Grantor (each such Patent License of such Grantor discussed in this proviso being hereinafter referred to as "Excluded Property") if the granting of a security interest therein by such Grantor to the Administrative Agent is prohibited by any Requirement of Law or by the terms and provisions of the written agreement, document or instrument creating or evidencing such Excluded Property or rights related thereto and provided, further, that if and when the prohibition which prevents the granting by such Grantor to the Administrative Agent of a security interest in such Excluded Property is removed or otherwise terminated, the Administrative Agent will be deemed to have, and at all times from and after the date hereof to have had, a security interest in such Excluded Property, as the case may be, and that, notwithstanding anything set forth herein to the contrary, the Administrative Agent will be deemed to have, and at all times from and after the date hereof to have had, a security interest in the proceeds of such Excluded Property.

### *Section 3. Conditional Assignment of Patents.*

In addition, each Grantor hereby authorizes the Administrative Agent to complete as assignee, execute pursuant to the appointment as attorney-in-fact under Section 6.1 of the Security Agreement, and record with the United States Patent and Trademark Office and in any other applicable public office or agency of the United States, any state or territory thereof, or any other country, a document in substantially the form of Exhibit A (the "Assignment of Patents"), upon the occurrence and during the continuance of an Event of Default and the proper exercise of Administrative Agent's remedies under the Credit Agreement (including any required notice under the Orders) and this Patent Security Agreement.

Notwithstanding any of the foregoing, so long as no Event of Default has occurred and is continuing, and except as otherwise provided in the Credit Agreement and this Patent Security Agreement, each Grantor shall be permitted to remain in full possession, enjoyment and control of all of its right, title and interest in the Patents and Patent Licenses and to manage, operate, dispose and use the same and each part thereof, in each case, except as limited by the Credit Agreement, with all the rights pertaining thereto.

### *Section 4. Grantors Remain Liable.*

Neither the Administrative Agent nor any Secured Party shall have any obligation or liability under or with respect to any Patent or Patent License by reason



of or arising out of this Patent Security Agreement, the Credit Agreement, the Loan Documents, or the granting of a security interest therein or the conditional assignment thereof or the receipt by the Administrative Agent or any Lender proceeds thereof, nor shall the Administrative Agent be required or obligated in any manner to perform or fulfill any of the obligations of Grantor under or pursuant to any Patent or Patent License, or to make any payment, or to make any inquiry as to the nature of the sufficiency of any payment received by it or the sufficiency of any performance by any party under any Patent License, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amount that may have been assigned to it or to which it may be entitled to at any time or times.

#### ***Section 5. Security Agreement***

The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

OEP IMAGING OPERATING  
CORPORATION,  
*as Grantor*

By:   
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

CITICORP USA, INC.,  
*as Administrative Agent*

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

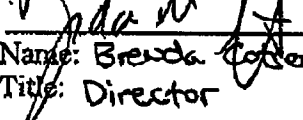
Very truly yours,

OEP IMAGING OPERATING  
CORPORATION,  
*as Grantor*

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

CITICORP USA, INC.,  
*as Administrative Agent*

By:  \_\_\_\_\_  
Name: Brenda Cotton  
Title: Director

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

## ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK )COUNTY OF NEW YORK )

SS.

On this 29 day of JULY, 2002 before me personally appeared CHARLES F. AUSTER, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of DEPT. OF CORRECTIONS by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Gabrielle M. Kissane  
Notary Public

GABRIELLE M. KISSANE  
NOTARY PUBLIC, State of New York  
No. 01K15047168  
Qualified in Queens County  
Commission Expires July 31, 2005

**EXHIBIT A**  
**to**  
**PATENT SECURITY AGREEMENT**

**ASSIGNMENT OF PATENTS**

WHEREAS, each of the corporations identified on Annex I attached hereto (each, "Assignor", and collectively, "Assignors"), has adopted and used and is using the patents identified on Schedule A hereto as indicated therein (the "Patents"), and is the owner of the registrations and pending registration applications for such Patents in the United States Patent and Trademark Office identified on such Schedule as indicated therein; and

WHEREAS, \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, having a place of business at \_\_\_\_\_ (the "Assignee"), is desirous of acquiring the Patents and the registrations thereof and registration applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Assignor does hereby assign, sell and transfer unto the Assignee all of its right, title and interest in and to the Patents, together with (a) the registrations of any pending registration applications for such Patents, (b) the goodwill of the business symbolized by and associated with such Patents and the registrations and pending registration applications thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilution of or damage or injury to such Patents, the registrations or pending registration applications thereof, or such associated goodwill.

This Assignment of Patents is intended to and shall take effect at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Patents below.

[signature page follows]

IN WITNESS WHEREOF, each Assignor has caused this Assignment of Patents to be executed and delivered by its duly authorized officer as of the date first set forth above.

EACH OF THE ASSIGNORS LISTED ON ANNEX I

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PATENT SECURITY AGREEMENT**

**SCHEDULE A**  
**to**  
**ASSIGNMENT OF PATENTS**  
**[to be completed at time of assignment]**

**ANNEX I****REVISED PATENT APPLICATION SCHEDULE**

Serial No.	Filing Date
10076654	2/19/2002
60481669	12/6/2002
08970066	11/13/1997
09621160	7/21/2000
09633718	8/7/2000
09652427	8/31/2000
09653597	8/31/2000
09710316	11/10/2000
09774762	1/31/2001
09817932	3/27/2001
09842754	4/26/2001
09861792	5/21/2001
09870536	5/30/2001
09870537	5/30/2001
09870538	5/30/2001
09870561	5/30/2001
09896690	6/29/2001
09934703	8/22/2001
10022924	12/18/2001
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10024068	12/18/2001
10067442	2/4/2002
10078644	2/19/2002
10080883	2/22/2002
10099339	3/14/2002
10147198	5/16/2002
10151432	5/20/2002
10159871	5/30/2002
10191161	7/9/2002
10191806	7/9/2002
10191891	7/9/2002
10191892	7/9/2002
10254186	9/25/2002
10350856	1/23/2003
10374847	2/25/2003
10375440	2/27/2003
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60425650	11/12/2002
60436168	12/23/2002
60436208	12/23/2002
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60436278	12/23/2002
60436353	12/23/2002
60449737	2/24/2003
60450986	2/28/2003
60451208	2/28/2003

Total No.: 47

April 17, 2003



## REVISED PATENT SCHEDULE

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April 17 2003

PATENT

RECORDED: 10/21/2004

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