

PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Group 47 LLC	05/10/2011
RECEIVING PARTY DATA	
Name:	Eastman Kodak Company
Street Address:	343 State Street
City:	Rochester
State/Country:	NEW YORK
Postal Code:	14650
PROPERTY NUMBERS Total: 34	
Property Type	Number
Patent Number:	5196294
Patent Number:	5234803
Patent Number:	5271978
Patent Number:	5321683
Patent Number:	5446716
Patent Number:	5972458
Patent Number:	6353502
Patent Number:	6385147
Patent Number:	6388819
Patent Number:	6396793
Patent Number:	6442126
Patent Number:	6497988
Patent Number:	6544617
Patent Number:	6605330
Patent Number:	6631492

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PATENT  
REEL: 026307 FRAME: 0592

CH \$1360.00 5196294

Patent Number:	5196284
Patent Number:	4981772
Patent Number:	5077181
Patent Number:	5015548
Patent Number:	5050156
Patent Number:	5312664
Patent Number:	5495466
Patent Number:	5629921
Patent Number:	5726965
Patent Number:	5725741
Patent Number:	5770293
Patent Number:	5719838
Patent Number:	5784348
Patent Number:	5733623
Patent Number:	5903537
Patent Number:	5843553
Patent Number:	6597397
Patent Number:	6224960
Patent Number:	4904577

#### CORRESPONDENCE DATA

Fax Number: (585)232-2152

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

Phone: 585-232-6500

Email: mdidas@hselaw.com

Correspondent Name: Michael J. Didas, Esq.

Address Line 1: 1600 Bausch & Lomb Place

Address Line 2: Harter Secrest & Emery LLP

Address Line 4: Rochester, NEW YORK 14604-2711

ATTORNEY DOCKET NUMBER:	11086.001307
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NAME OF SUBMITTER:	Michael J. Didas
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#### Total Attachments: 10

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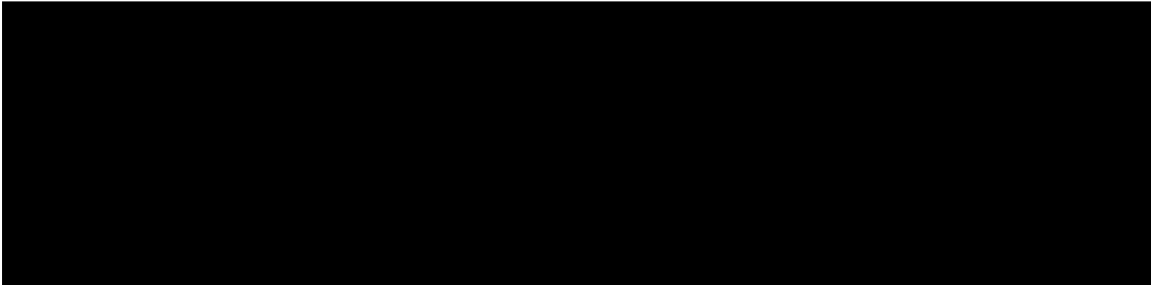
**PATENT**  
**REEL: 026307 FRAME: 0593**

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**PATENT SECURITY AGREEMENT**

THIS PATENT SECURITY AGREEMENT (this "*Patent Security Agreement*") made as of March 31, 2011 between EASTMAN KODAK COMPANY, a New Jersey corporation having its principal place of business at 343 State Street, Rochester, New York 14650 ("*Kodak*"), and GROUP 47 LLC, a Delaware limited liability company having its principal place of business at 5344 Don Pio Drive, Woodland Hills, California 91364 ("*Group 47*").

WHEREAS, Kodak and Group 47 are parties to that certain Assignment and License Agreement, dated as of September 8, 2010, as amended (the "*Purchase Agreement*"), pursuant to which Kodak assigned, conveyed, sold and transferred to Group 47 on the date hereof, Kodak's right, title and interest in and to the patents and patent applications listed on Exhibit A (the "*Assigned Patents*"); and



WHEREAS, as security for the full and timely payment of amounts due under the Purchase Agreement and to protect and secure the Reassignment Obligation, Kodak has requested that Group 47 grant it a security interest in and to all its right, title and interest in and to the Assigned Patents and any and all proceeds of the Assigned Patents, including, without limitation, any royalties, fees, claims for past, present and future infringement and proceeds of sale or other disposition (the "*Proceeds*" and, together with the Assigned Patents, the "*Patent Collateral*").

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

**Section 1. Grant of Security Interest.** As security for the full and timely payment of the Final Payment and the Commercialization Fee and to protect and secure the Reassignment Obligation, Group 47 hereby grants to Kodak a lien and security interest in Group 47's right, title and interest in and to the Patent Collateral.

**Section 2. Representations, Warranties.** Group 47 represents and warrants as follows:

- (a) Group 47 owns and is the record owner of the Assigned Patents.
- (b) Group 47 has the right and power to grant the lien and security interest granted in this Patent Security Agreement.

**Section 3. Covenants.** Until expiration or lapse of the Reassignment Obligation,

Group 47 covenants as follows:

(a) Group 47 will not cancel, terminate, abandon or allow to lapse any Patent Collateral unless Group 47 first offers to assign it to Kodak for no consideration and Kodak refuses to take assignment of the same within thirty (30) days after it receives written notice from Group 47.

(b) Group 47 will not assign, sell, transfer or dispose of, or grant any licenses, in to or under, any of the Patent Collateral or waive any rights with respect to the same, without the prior written consent of Kodak, which consent will not be unreasonably withheld.

(c) Group 47 will not grant a security interest in or lien upon or encumber any of the Patent Collateral, without the prior written consent of Kodak, which consent will not be unreasonably withheld.

(d) Group 47 will perform all acts and execute any documents, including, without limitation, financing statements suitable for recording with the United States Patent and Trademark Office and according to the Uniform Commercial Code, reasonably requested of it by Kodak at any time to evidence, perfect and maintain Kodak's rights in the Patent Collateral. To the extent permitted by law, Group 47 hereby authorizes Kodak to execute and file such financing statements (and/or similar documents) with respect to the Patent Collateral or copies thereof signed only by Kodak. Group 47 hereby authorizes Kodak to record a copy of this Agreement with the United States Patent and Trademark Office and any other patent offices to reflect the lien and security interest granted hereby.

**Section 4. Remedies.** In addition to all other rights and remedies of Kodak, whether under law, the Purchase Agreement or otherwise, Kodak may, without notice to, or consent by, Group 47, pursuant to the authority granted in the Power of Attorney described in Section 4 of this Agreement (such authority becoming effective on the occurrence of a Reassignment Obligation), execute and deliver on behalf of Group 47, one or more instruments of assignment of any of the Patent Collateral, in form suitable for filing or recording in the United States Patent and Trademark Office or foreign patent offices. Group 47 agrees to pay all reasonable costs and expenses incurred in any such transfer of the Patent Collateral, including any taxes, filing or recording fees, reasonable attorneys' fees and all reasonable travel and other expenses, and all such costs, to the extent paid by Kodak. Nothing contained in this Agreement shall be construed as requiring Kodak to take any action at any time.

**Section 5. Lapse of Security Interest.** Notwithstanding anything to the contrary contained in this Patent Security Agreement, upon the lapse of the Reassignment Obligation, Kodak's rights under this Patent Security Agreement shall terminate and be of no further force and effect and Kodak shall thereupon promptly record the termination of its security interest in the Patent Collateral and in any place where Kodak had recorded it. This Patent Security Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that, without the prior written consent of Kodak, Group 47 may not assign this Patent Security Agreement or any of its rights under this Patent Security Agreement or delegate any of its duties or obligations under this Patent Security Agreement, and any such attempted assignment or delegation shall be null and void. This Patent Security Agreement is not intended

and shall not be construed to obligate Kodak to take any action whatsoever with respect to the Patent Collateral or to incur expenses or perform or discharge any obligation, duty or disability of Group 47.

**Section 6. Power of Attorney.** Solely in connection with the Reassignment Obligation and Kodak's rights under this Patent Security Agreement, Group 47 hereby appoints Kodak, as its true and lawful attorney, with full power of substitution, and with full power and authority to perform, the following acts on behalf of Group 47: (a) For the purpose of assigning, selling or otherwise disposing of all right, title and interest of Assignor in and to the Patent Collateral the and the inventions disclosed or claimed therein, and similar legal protection, both domestic and foreign, including all continuations, extensions, divisions, renewals, substitutes or reissues thereof, and for the purpose of the recording and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and (b) to execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Kodak may reasonably require. This power of attorney is made pursuant to and takes effect solely for the purposes contemplated by this Patent Security Agreement and is subject to the conditions hereof and may not be revoked until all Reassignment Obligations are no longer in force or effect.

**Section 7. Miscellaneous.**

(a) The provisions of this Patent Security Agreement are intended to be severable. If any provision of this Patent Security Agreement shall for any reason be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of such provision in any other jurisdiction or any other provision of this Patent Security Agreement in any jurisdiction.

(b) No failure or delay on the part of Kodak in exercising any right, remedy, power or privilege under this Patent Security Agreement shall operate as a waiver thereof or of any other right, remedy, power or privilege of Kodak under this Patent Security Agreement or the Purchase Agreement nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(c) The rights, remedies, powers and privileges of Kodak under this Patent Security Agreement are cumulative and not exclusive of any rights or remedies which it may otherwise have. In particular, the rights and remedies granted to Kodak under this Agreement shall be in addition to the rights and remedies of Kodak under the Purchase Agreement and any security agreement or other document or instrument executed and delivered in connection with the Purchase Agreement.

(d) All notices, statements, requests and demands given to or made upon either party in accordance with the provisions of the Purchase Agreement.

(e) Group 47 acknowledges that the security interest, and the rights and

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remedies, granted under this Patent Security Agreement are granted to Kodak for the benefit of Kodak.

(f) This Patent Security Agreement shall be deemed to be a contract under the laws of the State of New York and the execution and delivery of this Patent Security Agreement and the terms and provisions of this Patent Security Agreement shall be governed by and construed in accordance with the laws of that State and, to the extent applicable or governing, the laws of the United States of America.

[signature page follows]

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IN WITNESS WHEREOF, the parties have executed and delivered this Patent Security Agreement as of the day and year first above written.

GROUP 47 LLC

By: 

Rob Hummel, President

EASTMAN KODAK COMPANY

By: 

Timothy M. Lynch, Esq., Vice-President

STATE OF NEW YORK )  
COUNTY OF MONROE )

On the 10 day of May, 2011 before me, the undersigned, a Notary Public in and for said state, personally appeared Timothy M. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be a Vice-President of Eastman Kodak Company and she acknowledged to me that she executed the same in such capacity, and that by his signature on the instrument, Eastman Kodak Company, the person upon behalf of which he acted, executed the instrument.

  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

JEAN P. CARFAGNA  
Notary Public in the State of New York  
MONROE COUNTY  
My Commission Expires 12-15-2014

On the \_\_\_\_ day of \_\_\_\_\_, 2011 before me, the undersigned, a Notary Public in and for said state, personally appeared Rob Hummel, personally known to me or proved to me on the basis of satisfactory evidence to be the President of Group 47, LLC and he acknowledged to me that he executed the same in such capacity, and that by his signature on the instrument Group 47, LLC, the person upon behalf of which he acted, executed the instrument.

SEE ATTACHED CERTIFICATE

\_\_\_\_\_  
Notary Public

[signature page to Patent Security Agreement]



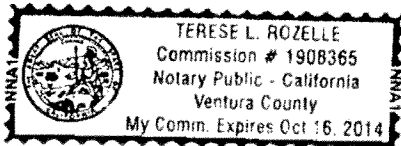
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Ventura

On April 8, 2011 before me, TERESE L. ROZELLE

personally appeared ROBERT CALVIN HUMMEL III



who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity~~(ies)~~, and that by his/~~her~~/their signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Terese L. Rozelle

Place Notary Seal Above

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: PATENT SECURITY AGREEMENT

Document Date: NONE

Number of Pages: 5 (pgs 6-10)

Signer(s) Other Than Named Above: NO OTHER SIGNATURES ON DOCUMENT

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Hummel III

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☒ Other: PRESIDENT

Signer Is Representing: GROUP 47 LLC

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Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

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## Schedule A

## Patents

All of the following United States and foreign patents and applications therefor, including all inventions described or claimed therein, and all reissues, divisions, renewals, revisions, revivals, reexaminations, extensions, provisional patent applications, continuations, continuing prosecution applications and continuations-in-part thereof:

Ctry	Application Number	Application Date	Patent Number	Grant Date
CN	02129728.2	08/09/2002	ZL02129728.2	02/15/2006
DE	02079568.8	11/01/2002	60211836.0	05/31/2006
DE	02078095.3	07/29/2002	60222619.8	09/26/2007
FR	02078095.3	07/29/2002	1283522	09/26/2007
FR	02079568.8	11/01/2002	1310953	05/31/2006
GB	02078095.3	07/29/2002	1283522	09/26/2007
GB	02079568.8	11/01/2002	1310953	05/31/2006
JP	2002-229381	08/07/2002	4025139	10/12/2007
TW	90131345	12/18/2001	1221607	10/01/2004
TW	091113755	06/24/2002	1234778	06/21/2005
US	07/583,105	09/17/1990	5196294	03/23/1993
US	07/886,219	05/21/1992	5234803	08/10/1993
US	07/829,798	01/31/1992	5271978	12/21/1993
US	07/998,087	12/28/1992	5321683	06/14/1994
US	08/179,394	01/10/1994	5446716	08/29/1995
US	09/053,476	04/01/1998	5972458	10/26/1999
US	09/593,105	06/13/2000	6353502	03/05/2002
US	09/478,120	01/04/2000	6385147	05/07/2002
US	09/759,964	01/12/2001	6388819	05/14/2002
US	09/651,457	08/30/2000	6396793	05/28/2002
US	09/476,571	01/03/2000	6442126	08/27/2002
US	09/791,322	02/22/2001	6497988	12/24/2002
US	09/925,751	08/09/2001	6544617	04/08/2003
US	10/010,784	11/13/2001	6605330	08/12/2003
US	09/754,386	01/02/2001	6631492	10/07/2003

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Cty	ApplnNo	ApplnDate	PatentNo	GrantDate
CA	0002002855	11/14/1989		
EP	89912738.5	11/13/1989		
JP	89/0511830	11/13/1989	2796390	6/26/1998
KR	90/0701579	11/13/1989		
US	07/273,790	11/21/1988	4904577	2/27/1990
WO	US89/04975	11/13/1989		
JP	91/0262360	10/9/1991		
KR	91/0017586	10/8/1991		
US	07/594,501	10/9/1990	5196284	3/23/1993
CA	8900590833	2/13/1989	1337582	11/21/1995
EP	89114636.7	8/8/1989		
JP	89/0204908	8/9/1989	2937351	6/11/1999
KR	89/0011330	8/9/1989		
US	07/229,958	8/9/1988		
US	07/422,327	10/16/1989	4981772	1/1/1991
US	07/519,335	5/2/1990	5077181	12/31/1991
US	07/645,423	1/24/1991		
CA	0002004708	12/6/1989		
EP	90901285.8	12/7/1989		
JP	89/0501363	12/7/1989		
KR	90/0701789	12/7/1989		
US	07/286,003	12/19/1988		
US	07/541,660	6/21/1990	5015548	5/14/1991
WO	US89/05435	12/7/1989		
US	07/426,268	10/25/1989	5050156	9/17/1991
CA	0002049762	8/23/1991		
EP	91202339.7	9/12/1991		
JP	91/0236098	9/17/1991		
KR	91/0016056	9/14/1991		
US	07/886,218	5/21/1992	5312664	5/17/1994
EP	93121060.3	12/29/1993		
EP	96200475.0	2/24/1996		
JP	1994-0000443	1/7/1994		
JP	1996-0050350	3/7/1996		

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US	08/002,001	1/8/1993		
US	08/121,801	9/15/1993		
US	08/179,472	1/10/1994	5495466	2/27/1996
US	08/484,273	6/7/1995	5629921	5/13/1997
EP	96201459.3	5/24/1996		
JP	1996-0143308	6/5/1996		
US	08/608,802	2/29/1996	5726965	3/10/1998
US	08/631,352	4/12/1996	5725741	3/10/1998
US	08/631,754	4/12/1996	5770293	6/23/1998
US	08/625,604	3/29/1996	5719838	2/17/1998
EP	97201732.1	6/7/1997		
JP	97/0155049	6/12/1997		
US	08/666,172	7/20/2000		
US	08/666,172	6/19/1996	5784348	7/21/1998
EP	97203055.5	10/2/1997		
JP	97/0261546	9/26/1997		
US	08/732,825	10/15/1996	5733623	3/31/1998
US	08/834,571	4/7/1997	5903537	5/11/1999
EP	98202393.9	7/16/1998		
JP	1998-207818	7/23/1998		
TW	87108999	6/6/1998		
US	08/902,544	7/29/1997	5843553	12/1/1998
EP	99200878.9	3/22/1999		
JP	11-84145	3/26/1999		
			NI-	
TW	88102548	2/22/1999	126418	5/24/2001
US	09/121,195	7/22/1998	6597397	7/22/2003
CN	00108679.0	5/18/2000		
EP	00201645.9	5/8/2000		
IN	320/MUM/2000	4/7/2000		
JP	2000-142946	5/16/2000		
			NI-	
TW	089105238	3/22/2000	159680	11/13/2002
US	09/313,951	5/18/1999	6224960	5/1/2001
JP	2001-253584	8/23/2001		
JP	2002-000132	1/4/2002		
JP	2002-1320	1/8/2002		
EP	02075549.2	2/11/2002		
JP	2002-44178	2/21/2002		
EP	02078095.3	7/29/2002	1283522	9/26/2007
KR	2002-0046820	8/8/2002		
US	09/978,955	10/16/2001		
EP	02079568.8	11/1/2002	1310953	5/31/2006

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