

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2851111

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
EASTMAN KODAK COMPANY	05/05/2014
FAR EAST DEVELOPMENT LTD	05/05/2014
FPC INC.	05/05/2014
KODAK (NEAR EAST), INC.	05/05/2014
KODAK AMERICAS, LTD.	05/05/2014
KODAK IMAGING NETWORK, INC.	05/05/2014
KODAK PORTUGUESA LIMITED	05/05/2014
KODAK REALTY, INC.	05/05/2014
LASER-PACIFIC MEDIA CORPORATION	05/05/2014
QUALEX INC.	05/05/2014
KODAK PHILIPPINES, LTD.	05/05/2014
NPEC INC.	05/05/2014
KODAK AVIATION LEASING LLC	05/05/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JPMORGAN CHASE BANK, N.A. AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	500 STANTON CHRISTIANA ROAD, OPS 2, FLOOR 03
<b>City:</b>	NEWARK
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19713-2107
<b>PROPERTY NUMBERS Total: 31</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14217539
Application Number:	14217544
Application Number:	14217546
Application Number:	14222699
Application Number:	14226053
Application Number:	14225476
Application Number:	14228794
Application Number:	14230107
Application Number:	14230021
<b>PATENT</b>	

Property Type	Number
Application Number:	14230024
Application Number:	14230114
Application Number:	14230127
Application Number:	14230140
Application Number:	14230153
Application Number:	14243153
Application Number:	14244941
Application Number:	14246202
Application Number:	14246227
Application Number:	14350462
Application Number:	14248374
Application Number:	14248378
Application Number:	14249390
Application Number:	14253929
Application Number:	14253905
Application Number:	14253939
Application Number:	14253910
Application Number:	14261465
Application Number:	14261490
Application Number:	14264499
Application Number:	14264545
Application Number:	14265418

#### CORRESPONDENCE DATA

**Fax Number:**

***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.***

**Email:** us-patent@kodak.com  
**Correspondent Name:** EASTMAN KODAK COMPANY  
**Address Line 1:** 343 STATE STREET  
**Address Line 4:** ROCHESTER, NEW YORK 14650-2201

<b>ATTORNEY DOCKET NUMBER:</b>	SEC/JPMORGAN
<b>NAME OF SUBMITTER:</b>	KAREN M. PISA
<b>SIGNATURE:</b>	/Karen M. Pisa/
<b>DATE SIGNED:</b>	05/12/2014

#### Total Attachments: 7

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**PATENT**

**REEL: 032869 FRAME: 0183**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated May 5, 2014, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (the "**Administrative Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Eastman Kodak Company, a New Jersey corporation, has entered into a Senior Secured First Lien Term Credit Agreement dated as of September 3, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with JPMorgan Chase Bank, N.A., as Administrative Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, each Grantor has executed and delivered that certain Guarantee and Collateral Agreement dated September 3, 2013, made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Copyright Office, the United States Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

- (i) the patents and patent applications and all exclusive patent licenses set forth in Schedule A hereto (the "**Patents**");
- (ii) the trademark and service mark registrations and applications and all exclusive trademark licenses set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "**Trademarks**");
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter

acquired by such Grantor, including the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "**Copyrights**");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, and the Commissioner for Patents or Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement 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 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

*[Signature Page Follows]*

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

**EASTMAN KODAK COMPANY**

By William M Love  
Name: William G. Love  
Title: Treasurer

Address for Notices:  
Eastman Kodak Company  
343 State Street  
Rochester, NY 14650

**FAR EAST DEVELOPMENT LTD.  
FPC INC.  
KODAK (NEAR EAST), INC.  
KODAK AMERICAS, LTD.  
KODAK IMAGING NETWORK, INC.  
KODAK PORTUGUESA LIMITED  
KODAK REALTY, INC.  
LASER-PACIFIC MEDIA CORPORATION  
QUALEX INC.**

By William M Love  
Name: William G. Love  
Title: Treasurer

Address for Notices:  
c/o Eastman Kodak Company  
343 State Street  
Rochester, NY 14650

**KODAK PHILIPPINES, LTD.  
NPEC INC.**

By William M Love  
Name: William G. Love  
Title: Assistant Treasurer

Address for Notices:  
c/o Eastman Kodak Company  
343 State Street  
Rochester, NY 14650

**KODAK AVIATION LEASING LLC**

By William M Love  
Name: William G. Love  
Title: Manager

Address for Notices:  
c/o Eastman Kodak Company  
343 State Street  
Rochester, NY 14650

**Schedule A**



Docket	City	Status	Appln No	Appln Date	Patent Number	Grant Date	Current Owner	Title
K001474	WO	F	PCT/US14/3 1005	3/18/2014			Eastman Kodak Company	THIOSULFATE POLYMERS
K001667	US	F	14/217,559	3/18/2014			Eastman Kodak Company	MAKING MULTI-LAYER MICRO-WIRE STRUCTURE
K001745	US	F	14/217,544	3/18/2014			Eastman Kodak Company	MULTI-LAYER MICRO-WIRE STRUCTURE
K001746	US	F	14/217,546	3/18/2014			Eastman Kodak Company	MULTI-AREA MICRO-WIRE STRUCTURE
K000861	WO	F	PCT/US14/3 1399	3/21/2014			Eastman Kodak Company	INKJET RECEIVER PRECOATS INCORPORATING SILICA
K001622	US	F	14/222,699	3/24/2014			Eastman Kodak Company	WEB GUIDING STRUCTURE WITH CONTINUOUS SMOOTH RECESSES
K000737	US	F	14/226,053	3/26/2014			Eastman Kodak Company	METHOD FOR DETERMINING ELECTRO-PHOTOGRAPHIC PROCESS CONTROL SET POINTS
K001694	US	F	14/225,476	3/26/2014			Eastman Kodak Company	REDUCING HALO ARTIFACTS IN ELECTRO-PHOTOGRAPHIC PRINTING SYSTEMS
K001006	US	F	14/228,764	3/28/2014			Eastman Kodak Company	ENHANCED COLOR TONER IMAGES USING FLUORESCING MAGENTA TONERS
96271	WO	F	PCT/US14/3 2307	3/31/2014			Eastman Kodak Company	PRINTHEAD INCLUDING ACOUSTIC DAMPENING STRUCTURE
K001288	US	F	14/230,107	3/31/2014			Eastman Kodak Company	METHOD FOR ALIGNING PATTERNS ON A SUBSTRATE
K001679	US	F	14/230,021	3/31/2014			Eastman Kodak Company	HIGH-ASPECT-RATIO IMPRINTED STRUCTURE
K001715	US	F	14/230,024	3/31/2014			Eastman Kodak Company	HIGH-ASPECT-RATIO IMPRINTED STRUCTURE METHOD
K001769	US	F	14/230,114	3/31/2014			Eastman Kodak Company	SYSTEM FOR ALIGNING PATTERNS ON A SUBSTRATE
K001771	US	F	14/230,127	3/31/2014			Eastman Kodak Company	METHOD FOR FORMING ALIGNED PATTERNS ON A SUBSTRATE
K001772	US	F	14/230,140	3/31/2014			Eastman Kodak Company	SYSTEM FOR FORMING ALIGNED PATTERNS ON A SUBSTRATE
K001773	US	F	14/230,153	3/31/2014			Eastman Kodak Company	ALIGNMENT STRUCTURE FOR REGISTERING PATTERNS ON A SUBSTRATE
K001510	WO	F	PCT/US14/3 2449	4/1/2014			Eastman Kodak Company	SILICON SUBSTRATE MENS DEVICE
K001623	US	F	14/243,153	4/2/2014			Eastman Kodak Company	DRIVE ROLLER CONFIGURATION PROVIDING REDUCED WEB WRINKLING
96350	US	F	14/244,941	4/4/2014			Eastman Kodak Company	METHOD OF FLEXOGRAPHIC PATTERNING USING PHOTOCURABLE COMPOSITION
K001708	US	F	14/246,202	4/7/2014			Eastman Kodak Company	METHOD FOR PREVENTING FLUTES ON A PRINT SIDE
K001776	US	F	14/246,227	4/7/2014			Eastman Kodak Company	METHOD FOR PREVENTING FLUTES ON A NON-PRINT SIDE
K000163	US	F	14/350,462	4/8/2014			Eastman Kodak Company	A LITHOGRAPHIC PRINTING PLATE PRECURSOR AND A METHOD FOR MAKING A PRINTING PLATE
K001485	WO	F	PCT/US14/3 3250	4/8/2014			Eastman Kodak Company	MASK FORMING IMAGEABLE MATERIAL AND USE
K001767	US	F	14/248,374	4/8/2014			Eastman Kodak Company	PRINTING ELECTRONIC CIRCUITRY LOGIC
K001779	US	F	14/248,378	4/8/2014			Eastman Kodak Company	LOGIC GATE ARRAY
K001652	US	F	14/249,390	4/10/2014			Eastman Kodak Company	FORMING CONDUCTIVE METAL PATTERNS USING THIOSULFATE COPOLYMERS
K001655	JP	F	2014-81755	4/11/2014			Eastman Kodak Company	ON-PRESS DEVELOPABLE PHOTOPOLYMER PLATES WITH GOOD PRESS LIFE AND GOOD IR SPEED
K001295	WO	F	PCT/US14/3 4332	4/16/2014			Eastman Kodak Company	DIGITAL EMBOSsing AND CREASING
K001674	US	F	14/253,929	4/16/2014			Eastman Kodak Company	WRAP-AROUND MICRO-WIRE CIRCUIT STRUCTURE
K001747	US	F	14/253,905	4/16/2014			Eastman Kodak Company	FORMING AN IMAGE ON A MEDIA

K001784	US	F	14253,999	4/16/2014	Eastman Kodak Company	WRAP-AROUND MICRO-WIRE CIRCUIT METHOD
K001780	US	F	14253,910	4/16/2014	Eastman Kodak Company	PRINTING AN IMAGE ON A SUBSTRATE
K001677	TW	F	MAILED	4/17/2014	Eastman Kodak Company	PHOTOPOLYMERIZABLE COMPOSITIONS FOR ELECTROLESS PLATING METHODS
K001666	US	F	14261,465	4/29/2014	Eastman Kodak Company	MULTI-LAYER MICRO-WIRE STRUCTURE
K001782	US	F	14261,490	4/29/2014	Eastman Kodak Company	MAKING MULTILAYER MICRO-WIRE STRUCTURE
K001789	US	F	14264,499	4/29/2014	Eastman Kodak Company	THIN-FILM MULTILAYER MICRO-WIRE STRUCTURE
K001784	US	F	14264,545	4/29/2014	Eastman Kodak Company	MAKING THIN-FILM MULTILAYER MICRO-WIRE STRUCTURE
K001676	US	F	14265,418	4/30/2014	Eastman Kodak Company	CONDUCTIVE ELEMENT PRECURSOR AND CONDUCTIVE PATTERN FORMATION