

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2984959

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EASTMAN KODAK COMPANY	08/05/2014
FAR EAST DEVELOPMENT LTD.	08/05/2014
FPC INC.	08/05/2014
KODAK (NEAR EAST), INC.	08/05/2014
KODAK AMERICAS, LTD.	08/05/2014
KODAK IMAGING NETWORK, INC.	08/05/2014
KODAK PORTUGUESA LIMITED	08/05/2014
KODAK REALTY, INC.	08/05/2014
LASER-PACIFIC MEDIA CORPORATION	08/05/2014
QUALEX INC.	08/05/2014
KODAK PHILIPPINES, LTD.	08/05/2014
NPEC INC.	08/05/2014
RECEIVING PARTY DATA	
Name:	BARCLAYS BANK PLC, AS ADMINISTRATIVE AGENT
Street Address:	1301 AVENUE OF AMERICAS
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 55	
Property Type	Number
Application Number:	14289678
Application Number:	14299292
Application Number:	14269235
Application Number:	14330304
Application Number:	14302866
Application Number:	14316868
Application Number:	14311763
Application Number:	14315685
Application Number:	14296788
Application Number:	14291145
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Property Type	Number
Application Number:	14326806
Application Number:	14447655
Application Number:	14447661
Application Number:	14283296
Application Number:	14447669
Application Number:	14447680
Application Number:	14447686
Application Number:	14291156
Application Number:	14281923
Application Number:	14277334
Application Number:	14301370
Application Number:	14314371
Application Number:	14307760
Application Number:	14286276
Application Number:	14281968
Application Number:	14280707
Application Number:	14301375
Application Number:	14301380
Application Number:	14281925
Application Number:	14281977
Application Number:	14281984
Application Number:	14289878
Application Number:	14311435
Application Number:	14280718
Application Number:	14289896
Application Number:	14289920
Application Number:	14289939
Application Number:	14281953
Application Number:	14296513
Application Number:	14286321
Application Number:	14283306
Application Number:	14280724
Application Number:	14280714
Application Number:	14331519
Application Number:	14291173
Application Number:	14291184
Application Number:	14291195
Application Number:	14291207
Application Number:	14301385

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Property Type	Number
Application Number:	14299312
Application Number:	14314386
Application Number:	14311445
Application Number:	14311453
Application Number:	14311466
Application Number:	14315708

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; 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

ATTORNEY DOCKET NUMBER: SECBARCLAYS

NAME OF SUBMITTER: MARCY A. KELLISON

SIGNATURE: /Marcy A. Kellison/

DATE SIGNED: 08/18/2014

Total Attachments: 5

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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 August 5, 2014, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Barclays Bank PLC, 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 Second 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 Barclays Bank PLC, 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 G. 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 G. 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 G. Love
Name: William G. Love
Title: Assistant Treasurer

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

Schedule A

Docket	Chy	Status	Appln No	Appln Date	Patent Number	Grant Date	Current Owner	Title
95767	EP	F	14172637.2	6/17/2014			Eastman Kodak Company	LITHOGRAPHIC PRINTING PLATE PRECURSORS
96063	US	F	14/289,678	5/29/2014			Eastman Kodak Company	TRANSISTOR INCLUDING REINFRANT PROFILE
K001172	US	F	14/299,292	6/9/2014			Eastman Kodak Company	REDUCING PRINT LINE WIDTH ON FLEXO PLATES
K000296	US	F	14/269,235	5/5/2014			Eastman Kodak Company	METHOD FOR REDUCING GRAPHITE OXIDE
K000396	US	F	14/330,304	7/14/2014			Eastman Kodak Company	ARTICLE WITH METAL GRID COMPOSITE AND METHODS OF PREPARING
K000715	US	F	14/302,866	6/12/2014			Eastman Kodak Company	IMPROVING AQUEOUS INK DURABILITY DEPOSITED ON SUBSTRATE
K000719	US	F	14/316,868	6/27/2014			Eastman Kodak Company	DETERMINING TRANSFER BIAS SETTINGS IN ELECTROPHOTOGRAPHIC PRINTING
K000832	WO	F	14/316,868	6/27/2014			Eastman Kodak Company	TIMED SEQUENCE INDICATORS
K000847	US	F	14/311,763	6/23/2014			Eastman Kodak Company	RECIRCULATING INKJET PRINTING FLUID
K001016	US	F	14/315,585	6/25/2014			Eastman Kodak Company	INKJET PRINTING METHOD FOR PRINTING ON NON-POROUS MEDIA
K001032	US	F	14/296,788	6/5/2014			Eastman Kodak Company	MAKING LITHOGRAPHIC PRINTING PLATES
K001123	WO	F	14/296,788	6/5/2014			Eastman Kodak Company	CUT SHEET MEDIA INVERTING SYSTEM
K001277	WO	F	14/296,788	6/5/2014			Eastman Kodak Company	PATTERNING FOR SELECTIVE AREA DEPOSITION
K001290	US	F	14/291,145	5/30/2014			Eastman Kodak Company	METHOD FOR APPLYING VACUUM FORCE ON WEB
K001300	WO	F	14/291,145	5/30/2014			Eastman Kodak Company	METHOD FOR IMPROVING PATTERNED SILVER CONDUCTIVITY
K001371	WO	F	14/291,145	5/30/2014			Eastman Kodak Company	BURST MODE ELECTROHYDRODYNAMIC PRINTING SYSTEM
K001393	US	F	14/326,806	7/9/2014			Eastman Kodak Company	MAKING MULTI-LAYER MICRO-WIRE STRUCTURE
K001424	WO	F	14/326,806	7/9/2014			Eastman Kodak Company	PATTERNED MATERIALS AND METHODS OF MAKING THEM
K001444	WO	F	14/326,806	7/9/2014			Eastman Kodak Company	FOUR TERMINAL TRANSISTOR
K001447	WO	F	14/326,806	7/9/2014			Eastman Kodak Company	REACTIVE INDICATOR COMPOSITIONS AND ARTICLES CONTAINING SAME
K001459	US	F	14/447,655	7/31/2014			Eastman Kodak Company	IMPROVING DOCUMENT REGISTRATION USING REGISTRATION ERROR MODEL
K001460	US	F	14/447,655	7/31/2014			Eastman Kodak Company	REDUCING REGISTRATION ERRORS USING REGISTRATION ERROR MODEL
K001511	US	F	14/447,655	7/31/2014			Eastman Kodak Company	SLIP SHEET REMOVAL
K001512	US	F	14/447,655	7/31/2014			Eastman Kodak Company	CONTROLLING A PRINTER USING AN IMAGE REGION DATABASE
K001527	WO	F	14/447,655	7/31/2014			Eastman Kodak Company	CONTROLLING AN ELECTROPHOTOGRAPHIC PRINTER USING AN IMAGE REGION DATABASE
K001528	US	F	14/447,655	7/31/2014			Eastman Kodak Company	CONTROLLING A WEB-FED PRINTER USING AN IMAGE REGION DATABASE
K001529	US	F	14/447,655	7/31/2014			Eastman Kodak Company	MEDIA-TRACKING SYSTEM USING THERMAL FLUORESCENCE QUENCHING
K001530	WO	F	14/447,655	7/31/2014			Eastman Kodak Company	SYSTEM FOR FORMING A CONDUCTIVE PATTERN
K001555	WO	F	14/447,655	7/31/2014			Eastman Kodak Company	SYSTEM FOR AUTHENTICATING AN ITEM
K001574	WO	F	14/447,655	7/31/2014			Eastman Kodak Company	SYSTEM FOR APPLYING VACUUM FORCE ON WEB
K001644	US	F	14/291,156	5/30/2014			Eastman Kodak Company	ARTICLE WITH ELECTRICALLY-CONDUCTIVE SILVER CONNECTOR WIRE PATTERN
K001645	US	F	14/281,923	5/20/2014			Eastman Kodak Company	FORMING CONDUCTIVE METAL PATTERNS USING WATER-SOLUBLE COPOLYMERS
K001660	US	F	14/227,334	5/14/2014			Eastman Kodak Company	DEVICES HAVING DIELECTRIC LAYERS WITH THIOSULFATE-CONTAINING POLYMERS
K001676	US	F	14/301,370	6/11/2014			Eastman Kodak Company	MICRO-WIRE ELECTRODES HAVING DIFFERENT SPATIAL RESOLUTIONS
K001686	US	F	14/314,371	6/25/2014			Eastman Kodak Company	PRINTERS HAVING ENCODERS FOR MONITORING PAPER MISALIGNMENTS
K001707	US	F	14/307,760	6/18/2014			Eastman Kodak Company	A METHOD FOR HEATING A SUBSTRATE IN A PRINTING DEVICE
K001709	US	F	14/286,276	5/23/2014			Eastman Kodak Company	METHOD FOR PROVIDING CONDUCTIVE SILVER FILM ELEMENTS
K001739	US	F	14/281,968	5/20/2014			Eastman Kodak Company	PRECISION REGISTRATION IN PRINTING CYLINDER SYSTEMS
K001744	US	F	14/280,707	5/19/2014			Eastman Kodak Company	PHOTOCURABLE AND THERMALLY CURABLE THIOSULFATE-CONTAINING POLYMERS
K001750	US	F	14/301,375	6/11/2014			Eastman Kodak Company	THIOSULFATE-CONTAINING POLYMERS ASSOCIATED WITH PHOTOSENSITIZER COMPONENT
K001751	US	F	14/301,380	6/11/2014			Eastman Kodak Company	METHOD FOR PREPARING TRANSPARENT ELECTRICALLY-CONDUCTIVE ARTICLES
K001770	US	F	14/281,925	5/20/2014			Eastman Kodak Company	SILVER HALIDE DEVELOPING SOLUTION
K001771	US	F	14/281,977	5/20/2014			Eastman Kodak Company	SILVER HALIDE DEVELOPING SOLUTION
K001775	US	F	14/281,984	5/20/2014			Eastman Kodak Company	Z-FOLD MICRO-WIRE SUBSTRATE STRUCTURE
K001781	US	F	14/289,878	5/29/2014			Eastman Kodak Company	PRECISION REGISTRATION IN A DIGITAL PRINTING SYSTEM
K001783	US	F	14/311,435	6/23/2014			Eastman Kodak Company	MAKING Z-FOLD MICRO-WIRE SUBSTRATE STRUCTURE
K001789	US	F	14/280,718	5/19/2014			Eastman Kodak Company	MAKING Z-FOLD MICRO-WIRE SUBSTRATE STRUCTURE
K001790	US	F	14/289,896	5/29/2014			Eastman Kodak Company	MAKING Z-FOLD MICRO-WIRE SUBSTRATE STRUCTURE
K001791	US	F	14/289,920	5/29/2014			Eastman Kodak Company	MAKING Z-FOLD MICRO-WIRE SUBSTRATE STRUCTURE
K001792	US	F	14/289,939	5/29/2014			Eastman Kodak Company	MAKING Z-FOLD MICRO-WIRE SUBSTRATE STRUCTURE
K001793	US	F	14/281,953	5/20/2014			Eastman Kodak Company	ELECTRICALLY-CONDUCTIVE ARTICLE WITH IMPROVED BUS REGION
K001795	US	F	14/296,513	6/5/2014			Eastman Kodak Company	SOLVENT REPLACEMENT USING DENSITY SENSOR FOR FLEXOGRAPHIC PRINTER
K001796	US	F	14/286,321	5/23/2014			Eastman Kodak Company	A DRYER FOR HEATING A SUBSTRATE
K001797	US	F	14/283,306	5/21/2014			Eastman Kodak Company	VACUUM CONVEYOR FOR REMOVING SLIP SHEETS
K001799	US	F	14/280,724	5/29/2014			Eastman Kodak Company	DRIVE GEARS PROVIDING IMPROVED REGISTRATION IN DIGITAL PRINTING SYSTEMS
K001800	US	F	14/280,714	5/19/2014			Eastman Kodak Company	DRIVE GEARS PROVIDING IMPROVED REGISTRATION IN PRINTING CYLINDER SYSTEMS
K001803	US	F	14/331,519	7/15/2014			Eastman Kodak Company	FORMING CONDUCTIVE METAL PATTERNS USING WATER-SOLUBLE POLYMERS
K001806	US	F	14/291,173	5/30/2014			Eastman Kodak Company	METHOD FOR APPLYING VACUUM FORCE ON WEB
K001807	US	F	14/291,184	5/30/2014			Eastman Kodak Company	SYSTEM FOR APPLYING VACUUM FORCE ON WEB
K001809	US	F	14/291,195	5/30/2014			Eastman Kodak Company	SYSTEM FOR GENERATING VACUUM RESPONSE CURVES
K001810	US	F	14/291,207	5/30/2014			Eastman Kodak Company	SYSTEM FOR GENERATING VACUUM RESPONSE CURVES
K001812	US	F	14/301,385	6/11/2014			Eastman Kodak Company	PRECURSOR DIELECTRIC COMPOSITION WITH THIOSULFATE-CONTAINING POLYMERS
K001818	US	F	14/299,312	6/9/2014			Eastman Kodak Company	SYSTEM FOR PRINTING LINES
K001819	US	F	14/314,386	6/25/2014			Eastman Kodak Company	OPERATING MICRO-WIRE ELECTRODES HAVING DIFFERENT SPATIAL RESOLUTIONS
K001823	US	F	14/311,445	6/23/2014			Eastman Kodak Company	PATTERNED AND PRIME TRANSPARENT ARTICLES
K001824	US	F	14/311,455	6/23/2014			Eastman Kodak Company	PREPARATION OF PATTERNED OR ELECTRICALLY-CONDUCTIVE ARTICLES
K001825	US	F	14/311,466	6/23/2014			Eastman Kodak Company	ELECTRONIC DEVICES AND PRECURSOR ARTICLES
K001829	US	F	14/315,708	6/26/2014			Eastman Kodak Company	HYBRID PRINTER FOR PRINTING ON NON-POROUS MEDIA

PATENT

RECORDED: 08/18/2014

REEL: 033552 FRAME: 0986