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To the director of the U.S. P.	PAI	ENTS ONLY
1. Name of conveying party	(ies)/Execution Date(s):	: Please record the attached documents or the new address(es) below
		2. Name and address of receiving party(ies)
<u>Eastman Kod</u>	ak Company	
		Name: Bank of America N.A., as Agent
		Internal
Execution Date(s) November :	3 2014	Address:
Additional names of conveying		
□ No	panies attached? [X] Yes	Street Address: 225 Franklin Street
3. Nature of conveyance:		
or Harrie of Conveyance:		City: <u>Boston</u>
	☐ Merger	State: MA
Security Agreement	☐ Change of Name	Country: USA Zip: 02110
☐ Government Interest	•	The Control of the Co
☐ Executive Order 9424, conf	irmatory License	Additional names, addresses, or citizenship attached? Yes
☐ Other		
4. Application or patent num	hor/o\	
A. Patent Application No. (s)	per(s)	This document is being filed together with a new application.
See Attached Schedule A		B. Patent No.(s) See Attached Schedule A
		Joe Attached Schedule A
5. Name address of party to v	Additional number	rs atteched? ⊠ Yes □ No
concerning document should	rnom correspondence	6. Total number of applications and
Name: <u>Susan O'Brien</u>		registrations involved: 83
Internal Address: <u>CT Lien Solut</u>	ione	7. Total fee (37 CFR 1.21(h) & 3.41) \$3500.00
		Authorized to be charged by credit card
Street Address: <u>187 Wolf Road,</u>	Suite 101	☐ A⊔thorized to be charged to deposit account
City: <u>Albany</u>		☐ Enclosed
Stato: Naw VI-		☐ None required (government interest not affecting title)
State: <u>New York</u>	Zip: <u>12205</u>	8. Payment Information:
⁵ hone Number: <u>800-342-3676</u>		a. Credit Card Last 4 Numbers 0974
ax Number; <u>800-962-7049</u>		Last 4 Numbers V (T
		Expiration Date 3117
mail Address: <u>cls-udsalbany@</u>	wolterskluwer.com	D. Deposit Account Number
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. Signature:	HVVI	
organiture,	Signature	November 5, 2014
		Total number of pages including cover sheet, attachments
	Joanne BL Amold Name of Person Signing	and document, 12
Documen	its to be recorded (including cover	Sheet) should be faved to (702) and enorgy

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Additional names of conveying parties

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.
KJodak Philippines, Ltd.
NEPC Inc.

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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 November 3, 2014, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Bank of America N.A., as Agent (the "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 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 Bank of America N.A., as 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 making of Revolving Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated September 3, 2013, made by the Grantors to the 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 Agent, for the 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. <u>Grant of Security</u>. Each Grantor hereby grants to the Agent for the 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 set forth in Schedule A hereto (the "Patents");
- (ii) the trademark and service mark registrations and applications 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, the Bank Product Agreements and the Secured Creditor Agreements, 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 Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents, the Bank Product Agreements and the Secured Creditor Agreements but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.
- SECTION 3. <u>Recordation</u>. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents or Trademarks and any other applicable government officer 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 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

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.

Name: William G. Love

Title: Treasurer

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

[Signature Page to November 3, 2014 Intellectual Property Security Agreement]

KODAK PHILIPPINES, LTD. NPEC INC.

Name: William G. Lava

Name: William G. Love Title: Assistant Treasurer

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

[Signature Page to November 3, 2014 Intellectual Property Security Agreement]

EXECUTION VERSION

Schedule A

EXECUTION VERSION

Schedule B

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App. Date	•	9/19/2014	5/21/2014	
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Schedule C

None

PATENT REEL: 034215 FRAME: 0083

RECORDED: 11/07/2014