

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3276718

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
EASTMAN KODAK COMPANY	03/16/2015
FAR EAST DEVELOPMENT LTD.	03/16/2015
FPC INC.	03/16/2015
KODAK (NEAR EAST), INC.	03/16/2015
KODAK AMERICAS, LTD.	03/16/2015
KODAK PORTUGUESA LIMITED	03/16/2015
KODAK REALTY, INC.	03/16/2015
LASER-PACIFIC MEDIA CORPORATION	03/16/2015
QUALEX INC.	03/16/2015
KODAK PHILIPPINES, LTD.	03/16/2015
NPEC INC.	03/16/2015

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: 52

Property Type	Number
Application Number:	14591199
Application Number:	14558785
Application Number:	14534304
Application Number:	14541271
Application Number:	14640404
Application Number:	14640458
Application Number:	14569903
Application Number:	14564214
Application Number:	14629963
Application Number:	14621423

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Property Type	Number
Application Number:	14571354
Application Number:	14602372
Application Number:	14571375
Application Number:	14571410
Application Number:	14636240
Application Number:	14642863
Application Number:	14606039
Application Number:	14621426
Application Number:	14621428
Application Number:	14621432
Application Number:	14621437
Application Number:	14538102
Application Number:	14571328
Application Number:	14602384
Application Number:	14602500
Application Number:	14602509
Application Number:	14538114
Application Number:	14541290
Application Number:	14541311
Application Number:	14642876
Application Number:	14601285
Application Number:	14571439
Application Number:	14571363
Application Number:	14571393
Application Number:	14571419
Application Number:	14571462
Application Number:	14607100
Application Number:	14607104
Application Number:	14607109
Application Number:	14631943
Application Number:	14569910
Application Number:	14569914
Application Number:	14569921
Application Number:	14569924
Application Number:	14569933
Application Number:	14569940
Application Number:	14645762
Application Number:	14612332

Property Type	Number
Application Number:	14606042
Application Number:	14606044
Application Number:	14645789
Application Number:	14629984

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:	SEC-BARCLAYSBANK
NAME OF SUBMITTER:	MARCY A. KELLISON
SIGNATURE:	/Marcy A. Kellison/
DATE SIGNED:	03/23/2015

Total Attachments: 7

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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 March 16, 2015, 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 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

[Signature Page to March 16, 2015 Intellectual Property Security Agreement]

**PATENT
REEL: 035258 FRAME: 0326**

**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

[Signature Page to March 16, 2015 Intellectual Property Security Agreement]

PATENT
REEL: 035258 FRAME: 0327

Schedule A

US Security Agreement - Patent Delta List

Docket	Ctry	Status	Appln No	Appln Date	Current Owner	Title	PATENTMASTERID
K000096	US	F	14/591,199	1/7/2015	Eastman Kodak Company	PHOTOINITIATOR AND PHOTOCURABLE COMPOSITIONS	147548
K001012	US	F	14/558,785	12/3/2014	Eastman Kodak Company	METHODS FOR USING FLUORESCING YELLOW TONER	147458
K001040	US	F	14/534,304	11/6/2014	Eastman Kodak Company	PREPARATION OF POROUS ORGANIC POLYMERIC	147455
K001182	US	F	14/541,271	11/14/2014	Eastman Kodak Company	DUPLEX PRINTER FOR SHEET AND WEB PRINTING	147454
K001184	US	F	14/640,404	3/6/2015	Eastman Kodak Company	PIXEL-ALIGNED MICRO-WIRE ELECTRODE DEVICE	147599
K001442	US	F	14/640,458	3/6/2015	Eastman Kodak Company	MICRO-WIRE CONNECTION PAD	147595
K001469	US	F	14/569,903	12/15/2014	Eastman Kodak Company	APPARATUS FOR REDUCING WRINKLES IN MOVING	147528
K001485	US	F	14/564,214	12/9/2014	Eastman Kodak Company	MASK FORMING IMAGEABLE MATERIAL AND USE	147499
K001519	US	F	14/629,963	2/24/2015	Eastman Kodak Company	CONTROLLING AIR AND LIQUID FLOWS IN A TWO-	147583
K001591	US	F	14/621,423	2/13/2015	Eastman Kodak Company	ATOMIC-LAYER DEPOSITION APPARATUS	147581
K001768	US	F	14/571,354	12/16/2014	Eastman Kodak Company	FORMING CATALYTIC SITES FROM REDUCIBLE SILVER	147526
K001794	US	F	14/602,372	1/22/2015	Eastman Kodak Company	ELECTRICALLY-CONDUCTIVE ARTICLES WITH	147552
K001835	US	F	14/571,375	12/16/2014	Eastman Kodak Company	FORMING SILVER CATALYTIC SITES FROM SILVER	147515
K001836	US	F	14/571,410	12/16/2014	Eastman Kodak Company	FORMING SILVER CATALYTIC SITES FROM REDUCIBLE	147513
K001841	US	F	14/636,240	3/3/2015	Eastman Kodak Company	NEGATIVE-WORKING LITHOGRAPHIC PRINTING PLATE	147584
K001843	US	F	14/642,863	3/10/2015	Eastman Kodak Company	INFRARED RADIATION-SENSITIVE LITHOGRAPHIC	147594
K001851	US	F	14/606,039	1/27/2015	Eastman Kodak Company	ELECTROPHOTOGRAPHIC PRINTERS HAVING	147558
K001859	US	F	14/621,426	2/13/2015	Eastman Kodak Company	ATOMIC-LAYER DEPOSITION APPARATUS USING	147580
K001860	US	F	14/621,428	2/13/2015	Eastman Kodak Company	ATOMIC-LAYER DEPOSITION METHOD USING	147579
K001861	US	F	14/621,432	2/13/2015	Eastman Kodak Company	ATOMIC-LAYER DEPOSITION SUBSTRATE	147578
K001862	US	F	14/621,437	2/13/2015	Eastman Kodak Company	COATING SUBSTRATE USING BERNOLLI ATOMIC-	147577
K001886	US	F	14/538,102	11/11/2014	Eastman Kodak Company	PROVIDING ELECTRICALLY-CONDUCTIVE ARTICLES	147475
K001889	US	F	14/571,328	12/16/2014	Eastman Kodak Company	ROLL-TO-ROLL ELECTROLESS PLATING SYSTEM WITH	147510
K001908	US	F	14/602,384	1/22/2015	Eastman Kodak Company	METHODS FOR PROVIDING ELECTRICALLY-	147553
K001909	US	F	14/602,500	1/22/2015	Eastman Kodak Company	PATTERNING CONTINUOUS WEBS WITH PROTECTED	147554
K001910	US	F	14/602,509	1/22/2015	Eastman Kodak Company	DEVICES WITH PROTECTED ELECTRICALLY-	147555
K001911	US	F	14/538,114	11/11/2014	Eastman Kodak Company	ELECTRICALLY-CONDUCTIVE ARTICLES WITH	147476
K001913	US	F	14/541,290	11/14/2014	Eastman Kodak Company	DUPLEX PRINTER WITH PRINT BELTS FOR SHEET AND	147456
K001914	US	F	14/541,311	11/14/2014	Eastman Kodak Company	PRINTER FOR SHEET AND WEB PRINTING	147457
K001915	US	F	14/642,876	3/10/2015	Eastman Kodak Company	NEGATIVE-WORKING LITHOGRAPHIC PRINTING PLATE	147582
K001922	US	F	14/601,285	1/21/2015	Eastman Kodak Company	PRINTING ELECTRONIC CIRCUITRY	147561
K001923	US	F	14/571,439	12/16/2014	Eastman Kodak Company	FORMING CATALYTIC SITES FROM REDUCIBLE SILVER-	147511
K001930	US	F	14/571,363	12/16/2014	Eastman Kodak Company	NON-AQUEOUS METAL CATALYTIC COMPOSITION WITH	147527

PATENT

REEL: 035258 FRAME: 0329

US Security Agreement - Patent Delta List

Docket	Ctry	Status	Appln No	Appln Date	Current Owner	Title	PATENTMASTERID
K001931	US	F	14/571,393	12/16/2014	Eastman Kodak Company	METAL CATALYTIC COMPOSITION WITH SILVER	147525
K001932	US	F	14/571,419	12/16/2014	Eastman Kodak Company	METAL CATALYTIC COMPOSITION WITH SILVER-OXIME	147514
K001933	US	F	14/571,462	12/16/2014	Eastman Kodak Company	METAL CATALYTIC COMPOSITION WITH SILVER N-	147512
K001935	US	F	14/607,100	1/28/2015	Eastman Kodak Company	IMPRINTED MULTI-LAYER BIOCIDAL PARTICLE	147564
K001936	US	F	14/607,104	1/28/2015	Eastman Kodak Company	MAKING IMPRINTED MULTI-LAYER BIOCIDAL PARTICLE	147565
K001937	US	F	14/607,109	1/28/2015	Eastman Kodak Company	USING IMPRINTED MULTI-LAYER BIOCIDAL PARTICLE	147566
K001938	US	F	14/631,943	2/26/2015	Eastman Kodak Company	A CONTINUOUS PRINTHEAD DROP DEFLECTOR SYSTEM	147586
K001943	US	F	14/569,910	12/15/2014	Eastman Kodak Company	APPARATUS FOR REDUCING WRINKLES IN MOVING	147529
K001944	US	F	14/569,914	12/15/2014	Eastman Kodak Company	APPARATUS FOR REDUCING WRINKLES IN MOVING	147530
K001945	US	F	14/569,921	12/15/2014	Eastman Kodak Company	APPARATUS FOR REDUCING WRINKLES IN MOVING	147531
K001946	US	F	14/569,924	12/15/2014	Eastman Kodak Company	APPARATUS FOR REDUCING WRINKLES IN MOVING	147532
K001947	US	F	14/569,933	12/15/2014	Eastman Kodak Company	METHOD FOR REDUCING WRINKLES IN MOVING WEB	147533
K001948	US	F	14/569,940	12/15/2014	Eastman Kodak Company	METHOD FOR REDUCING WRINKLES IN MOVING WEB	147534
K001949	US	F	14/645,762	3/12/2015	Eastman Kodak Company	BIOCIDAL ARTICLE WITH PATTERNED ADHESIVE LAYER	147611
K001957	US	F	14/612,332	2/3/2015	Eastman Kodak Company	CORRECTION OF LASER DIODE BAR ERROR	147573
K001958	US	F	14/606,042	1/27/2015	Eastman Kodak Company	ELECTROPHOTOGRAPHIC PRINTERS HAVING SPATIAL	147559
K001959	US	F	14/606,044	1/27/2015	Eastman Kodak Company	ELECTROPHOTOGRAPHIC PRINTERS HAVING SPATIAL	147560
K001962	US	F	14/645,789	3/12/2015	Eastman Kodak Company	BIOCIDAL DEVICE WITH PATTERNED ADHESIVE LAYER	147612
K001978	US	F	14/629,984	2/24/2015	Eastman Kodak Company	CONTROLLING AIR AND LIQUID FLOWS IN A TWO-	147590

RECORDED: 03/23/2015

PATENT
REEL: 035258 FRAME: 0330