

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3876138

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EASTMAN KODAK COMPANY	05/05/2016
FAR EAST DEVELOPMENT LTD.	05/05/2016
FPC INC.	05/05/2016
KODAK (NEAR EAST), INC.	05/05/2016
KODAK AMERICAS, LTD.	05/05/2016
KODAK REALTY, INC.	05/05/2016
LASER-PACIFIC MEDIA CORPORATION	05/05/2016
QUALEX INC.	05/05/2016
KODAK PHILIPPINES, LTD.	05/05/2016
NPEC INC.	05/05/2016
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA N.A.
Street Address:	225 FRANKLIN STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 16	
Property Type	Number
Application Number:	15133267
Application Number:	15088181
Application Number:	15092642
Application Number:	15088243
Application Number:	15088173
Application Number:	15091789
Application Number:	15089783
Application Number:	15135607
Application Number:	15133295
Application Number:	15088205
Application Number:	15089795

Property Type	Number
Application Number:	15135614
Application Number:	15092647
Application Number:	15092649
Application Number:	15133336
Application Number:	15133583

CORRESPONDENCE DATA

Fax Number: (585)588-7413

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.

Phone: 5854774656

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:	BANK-AMERICA-DELTA
NAME OF SUBMITTER:	CATHERINE M. DASSON
SIGNATURE:	/Catherine M. Dasson/
DATE SIGNED:	05/17/2016

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 May 5, 2016, 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. Grant of Security. 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. Recordation. 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

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 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

Schedule A to IP Security Agreement - U.S. Security Agreement - Patent Delta List

Docket	Current Owner	Ctry	Patent Number	Appin No	Appin Date	Grant Date	Status	Title	PATENTMASTERID
K001298	Eastman Kodak Company	US		15/133,267	4/20/2016		F	PARTICLES WITH DESIGNED DIFFERENT SIZED	148008
K001951	Eastman Kodak Company	WO		PCT/US16/27027	4/12/2016		F	FLEXOGRAPHIC PRINTING SYSTEM WITH PIVOTING INK	147856
K001981	Eastman Kodak Company	US		15/088,181	4/1/2016		F	METHOD OF AQUEOUS INKJET INK PRINTING	147975
K001982	Eastman Kodak Company	WO		PCT/US16/28352	4/20/2016		F	PRINTHEAD FOR GENERATING PRINT AND NON-PRINT	147916
K001993	Eastman Kodak Company	WO		PCT/US16/28359	4/20/2016		F	RADIAL-FLOW PLASMA TREATMENT SYSTEM	147920
K001997	Eastman Kodak Company	US		15/092,642	4/7/2016		F	AQUEOUS GREEN PIGMENT DISPERSIONS AND INKJET	148005
K002028	Eastman Kodak Company	US		15/088,243	4/1/2016		F	REGISTRATION CORRECTION FOR CONTINUOUS	147979
K002029	Eastman Kodak Company	US		15/088,173	4/1/2016		F	NEGATIVELY-WORKING LITHOGRAPHIC PRINTING	147992
K002036	Eastman Kodak Company	US		15/091,789	4/6/2016		F	PRINTING 3D PARTS WITH CONTROLLED SURFACE	148001
K002046	Eastman Kodak Company	US		15/089,783	4/4/2016		F	CORRECTION OF PERIODIC REGISTRATION ERRORS	147998
K002050	Eastman Kodak Company	US		15/135,607	4/22/2016		F	PRINT ENGINE WITH ADAPTIVE PROCESSING	148021
K002068	Eastman Kodak Company	US		15/133,295	4/20/2016		F	METHOD OF PREPARING ARTICLE WITH POLYANILINE	148012
K002069	Eastman Kodak Company	US		15/088,205	4/1/2016		F	AQUEOUS PARTICLE-FREE INKJET INK COMPOSITION	147980
K002074	Eastman Kodak Company	US		15/089,795	4/4/2016		F	REGISTRATION CORRECTION FOR PERIODIC INK	147999
K002076	Eastman Kodak Company	US		15/135,614	4/22/2016		F	COMPUTATIONAL HALFTONING PROCESS	148022
K002080	Eastman Kodak Company	US		15/092,647	4/7/2016		F	METHOD OF INKJET PRINTING GREEN IMAGES	148006
K002081	Eastman Kodak Company	US		15/092,649	4/7/2016		F	PREPARATION OF AQUEOUS GREEN DISPERSIONS AND	148007
K002086	Eastman Kodak Company	US		15/133,336	4/20/2016		F	METHOD OF PREPARING ARTICLE WITH POLYANILINE	148013
K002087	Eastman Kodak Company	US		15/133,583	4/20/2016		F	ARTICLES HAVING ELECTRICALLY-CONDUCTIVE LAYER	148014

PATENT

REEL: 038617 FRAME: 0204

RECORDED: 05/17/2016