

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4008114

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EASTMAN KODAK COMPANY	08/09/2016
FAR EAST DEVELOPMENT LTD.	08/09/2016
FPC INC.	08/09/2016
KODAK (NEAR EAST), INC.	08/09/2016
KODAK AMERICAS, LTD.	08/09/2016
KODAK REALTY, INC.	08/09/2016
LASER-PACIFIC MEDIA CORPORATION	08/09/2016
QUALEX INC.	08/09/2016
KODAK PHILIPPINES, LTD.	08/09/2016
NPEC INC.	08/09/2016
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA N.A. AS AGENT
Street Address:	225 FRANKLIN STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 20	
Property Type	Number
Application Number:	15218132
Application Number:	15218144
Application Number:	15218156
Application Number:	15218172
Application Number:	15221889
Application Number:	15209001
Application Number:	15177730
Application Number:	15227998
Application Number:	15223060
Application Number:	15185341
Application Number:	15181476

PATENT

Property Type	Number
Application Number:	15175082
Application Number:	15196122
Application Number:	15163235
Application Number:	15163243
Application Number:	15163249
Application Number:	15221918
Application Number:	15221978
Application Number:	15222000
Application Number:	15196132

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:	SEC-BANKOFAMERICA
NAME OF SUBMITTER:	CATHERINE M. DASSON
SIGNATURE:	/Catherine M. Dasson/
DATE SIGNED:	08/16/2016

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 August 9, 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

Docket	Current Owner	Ctry	Patent Number	Appln No	Appln Date	Grant Date	Status	Title	PATENT/MASTERID
K001433	Eastman Kodak Company	WO		PCT/US16/42410	7/15/2016		F	PRINTING ON WATER-IMPERMEABLE SUBSTRATES	148015
K001590	Eastman Kodak Company	WO		PCT/US16/34541	5/27/2016		F	VERTICAL AND PLANAR TFTS ON COMMON SUBSTRATE	147972
K001961	Eastman Kodak Company	WO		PCT/US16/33865	5/24/2016		F	FOAMED AQUEOUS COMPOSITION	147976
K001992	Eastman Kodak Company	WO		PCT/US16/33712	5/23/2016		F	FOAMED, OPACIFYING ELEMENT AND METHOD OF	148035
K001999	Eastman Kodak Company	US		15/218,132	7/25/2016		F	PROVIDING OPAQUE INK JETTED IMAGE	148072
K002004	Eastman Kodak Company	WO		PCT/US16/42246	7/14/2016		F	WEB TRANSPORT SYSTEM INCLUDING SCAVENGER	148029
K002017	Eastman Kodak Company	US		15/218,144	7/25/2016		F	PIGMENT DISPERSIONS AND INKJET INK	148076
K002018	Eastman Kodak Company	US		15/218,156	7/25/2016		F	METHOD FOR INK JETTING OPAQUE INK COMPOSITION	148077
K002019	Eastman Kodak Company	US		15/218,172	7/25/2016		F	AQUEOUS COLORANT DISPERSIONS AND INKJET	148078
K002020	Eastman Kodak Company	US		15/221,889	7/28/2016		F	METHOD FOR MEASURING SOLID-LIQUID INTERFACIAL	148086
K002022	Eastman Kodak Company	WO		PCT/US16/42444	7/15/2016		F	MULTILAYERED STRUCTURE WITH WATER-	148018
K002035	Eastman Kodak Company	US		15/209,001	7/13/2016		F	LARGE FORMAT ELECTROPHOTOGRAPHIC 3D PRINTER	147866
K002037	Eastman Kodak Company	US		15/177,730	6/9/2016		F	FEEDBACK CONTROL SYSTEM FOR PRINTING 3D PARTS	148062
K002045	Eastman Kodak Company	US		15/227,998	8/4/2016		F	STORED IMAGE DATA FAILURE CORRECTION	148082
K002047	Eastman Kodak Company	US		15/223,060	7/29/2016		F	MULTIPLE TFTS ON COMMON VERTICAL SUPPORT	148098
K002048	Eastman Kodak Company	US		15/185,341	6/17/2016		F	AIR SKIVE WITH VAPOR INJECTION	148063
K002065	Eastman Kodak Company	US		15/181,476	6/14/2016		F	METHOD OF FLEXOGRAPHICALLY PRINTING A	148043
K002079	Eastman Kodak Company	US		15/175,082	6/7/2016		F	METHOD FOR SELECTIVE THIN FILM DEPOSITION	148047
K002093	Eastman Kodak Company	US		15/196,122	6/29/2016		F	AQUEOUS PROCESSING METHOD FOR FLEXOGRAPHIC	148067
K002095	Eastman Kodak Company	US		15/163,235	5/24/2016		F	MODULAR PRINthead ASSEMBLY WITH COMMON	148044
K002096	Eastman Kodak Company	US		15/163,243	5/24/2016		F	PRINthead ASSEMBLY WITH REMOVABLE JETTING	148045
K002097	Eastman Kodak Company	US		15/163,249	5/24/2016		F	INKJET PRINthead ASSEMBLY WITH REPOSITIONABLE	148046
K002101	Eastman Kodak Company	US		15/221,918	7/28/2016		F	METHOD FOR CHARACTERIZING A LIQUID	148087
K002102	Eastman Kodak Company	US		15/221,978	7/28/2016		F	METHOD FOR DETERMINING A CHARACTERISTICS	148088
K002103	Eastman Kodak Company	US		15/222,000	7/28/2016		F	SURFACE EVALUATION SYSTEM USING VOLTAGE	148089
K002104	Eastman Kodak Company	US		15/196,132	6/29/2016		F	AQUEOUS PROCESSING SYSTEM FOR FLEXOGRAPHIC	148068