

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4898705

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EASTMAN KODAK COMPANY	03/15/2018
FAR EAST DEVELOPMENT LTD.	03/15/2018
FPC INC.	03/15/2018
KODAK (NEAR EAST), INC.	03/15/2018
KODAK AMERICAS, LTD.	03/15/2018
KODAK REALTY, INC.	03/15/2018
LASER-PACIFIC MEDIA CORPORATION	03/15/2018
QUALEX INC.	03/15/2018
KODAK PHILIPPINES, LTD.	03/15/2018
NPEC INC.	03/15/2018
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA N.A.
Street Address:	220 FRANKLIN STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 30	
Property Type	Number
Application Number:	15881872
Application Number:	15859807
Application Number:	15880830
Application Number:	15838689
Application Number:	15887080
Application Number:	15841459
Application Number:	15841483
Application Number:	15841519
Application Number:	15831955
Application Number:	15806469
Application Number:	15860716

Property Type	Number
Application Number:	15838716
Application Number:	15838735
Application Number:	15841583
Application Number:	15841610
Application Number:	15841628
Application Number:	15841655
Application Number:	15841677
Application Number:	15841706
Application Number:	15841731
Application Number:	15841761
Application Number:	15841796
Application Number:	15841827
Application Number:	15898309
Application Number:	15846561
Application Number:	15806487
Application Number:	15864229
Application Number:	15861781
Application Number:	15898391
Application Number:	15875211

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: 5854776144

Email: US-PATENT@KODAK.COM

Correspondent Name: EASTMAN KODAK COMPANY

Address Line 1: 343 STATE STREET

Address Line 4: ROCHESTER, NEW YORK 14650

ATTORNEY DOCKET NUMBER:	SEC-INT-BOA
NAME OF SUBMITTER:	CATHERINE M. DASSON
SIGNATURE:	/CATHERINE M. DASSON/
DATE SIGNED:	04/04/2018

Total Attachments: 7

source=2018-03-15-BankofAmerica-Security-Agreement#page1.tif

source=2018-03-15-BankofAmerica-Security-Agreement#page2.tif

source=2018-03-15-BankofAmerica-Security-Agreement#page3.tif

source=2018-03-15-BankofAmerica-Security-Agreement#page4.tif

source=2018-03-15-BankofAmerica-Security-Agreement#page5.tif

source=2018-03-15-BankofAmerica-Security-Agreement#page6.tif

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 15, 2018, 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	Appln No	Appln Date	Status	Title
93218	Eastman Kodak Company	US		15/881,872	1/29/2018	F	DEPOSITION SYSTEM AND METHOD USING A DELIVERY HEAD SEPARATED FROM A SUBSTRATE BY GAS PRESSURE
K001517	Eastman Kodak Company	US		15/859,807	1/2/2018	F	LIGHT BLOCKING ARTICLES HAVING OPACIFYING LAYERS
K001988	Eastman Kodak Company	US		15/880,830	1/26/2018	F	COPPER-CONTAINING ARTICLES
K002084	Eastman Kodak Company	US		15/838,689	12/12/2017	F	ELECTRONIC ELEMENT WITH EMBEDDED INFORMATION
K002085	Eastman Kodak Company	WO		PCT/US18/19810	2/27/2018	F	SILVER-CONTAINING COMPOSITIONS CONTAINING CELLULOSIC POLYMERS AND USES
K002120	Eastman Kodak Company	US		15/887,080	2/2/2018	F	CHARACTERIZING CROSS-TRACK SPACING VARIATIONS IN ELECTROPHOTOGRAPHIC PRINTER
K002122	Eastman Kodak Company	WO		PCT/US17/61901	11/16/2017	F	LITHOGRAPHIC PRINTING PLATE PRECURSOR AND USE
K002125	Eastman Kodak Company	WO		PCT/US17/61699	11/15/2017	F	SILVER ION a-OXY CARBOXYLATE-OXIME COMPLEXES
K002125	Eastman Kodak Company	TW		106141263	11/28/2017	F	SILVER ION a-OXY CARBOXYLATE-OXIME COMPLEXES
K002126	Eastman Kodak Company	WO		PCT/US18/20400	3/1/2018	F	MODULAR THIN FILM DEPOSITION SYSTEM
K002127	Eastman Kodak Company	WO		PCT/US18/20368	3/1/2018	F	DEPOSITION SYSTEM WITH VACUUM PRE-LOADED DEPOSITION HEAD
K002128	Eastman Kodak Company	WO		PCT/US18/20078	2/28/2018	F	DUAL GAS BEARING SUBSTRATE POSITIONING SYSTEM
K002129	Eastman Kodak Company	WO		PCT/US18/20090	2/28/2018	F	DEPOSITION SYSTEM WITH MOVEABLE-POSITION WEB GUIDES
K002131	Eastman Kodak Company	WO		PCT/US18/20139	2/28/2018	F	DEPOSITION SYSTEM WITH MODULAR DEPOSITION HEADS
K002137	Eastman Kodak Company	WO		PCT/US17/67769	12/21/2017	F	NEGATIVE-WORKING LITHOGRAPHIC PRINTING PLATE PRECURSOR AND USE
K002147	Eastman Kodak Company	US		15/841,459	12/14/2017	F	ELECTRICALLY-CONDUCTIVE COMPOSITIONS
K002152	Eastman Kodak Company	WO		PCT/US18/18662	2/20/2018	F	LITHOGRAPHIC PRINTING PLATE PRECURSORS AND METHOD OF USE
K002163	Eastman Kodak Company	US		15/841,483	12/14/2017	F	SILVER-CONTAINING ELECTRICALLY-CONDUCTIVE COMPOSITIONS
K002164	Eastman Kodak Company	US		15/841,519	12/14/2017	F	PIEZOELECTRIC COMPOSITE ARTICLES

PATENT

REEL: 045433 FRAME: 0115

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

Docket	Current Owner	Ctry	Patent Number	Appln No	Appln Date	Status	Title
K002189	Eastman Kodak Company	US		15/831,955	12/5/2017	F	CONTROLLING WAVEFORMS TO REDUCE CROSS-TALK BETWEEN INKJET NOZZLES
K002202	Eastman Kodak Company	US		15/806,469	11/8/2017	F	METHOD OF MAKING SILVER-CONTAINING DISPERSIONS
K002204	Eastman Kodak Company	US		15/860,716	1/3/2018	F	METHOD FOR PROVIDING TEXTURED, POROUS POLYMERIC FILMS
K002207	Eastman Kodak Company	US		15/838,716	12/12/2017	F	EMBEDDING INFORMATION IN AN ELECTRONIC ELEMENT
K002208	Eastman Kodak Company	US		15/838,735	12/12/2017	F	DECODING INFORMATION EMBEDDED IN AN ELECTRONIC ELEMENT
K002209	Eastman Kodak Company	US		15/841,583	12/14/2017	F	COMPOSITE ARTICLES WITH DIELECTRIC LAYER
K002210	Eastman Kodak Company	US		15/841,610	12/14/2017	F	PIEZOELECTRIC ARTICLE WITH DIELECTRIC LAYER AND CO-PLANAR ELECTRODES
K002211	Eastman Kodak Company	US		15/841,628	12/14/2017	F	COMPOSITE ARTICLE WITH CO-PLANAR ELECTRODES
K002212	Eastman Kodak Company	US		15/841,655	12/14/2017	F	PIEZOELECTRIC CAPACITOR
K002213	Eastman Kodak Company	US		15/841,677	12/14/2017	F	PIEZOELECTRIC CAPACITOR WITH CO-PLANAR PATTERNED ELECTRODES
K002214	Eastman Kodak Company	US		15/841,706	12/14/2017	F	KINETIC PIEZOELECTRIC CAPACITOR WITH CO-PLANAR PATTERNED ELECTRODES
K002215	Eastman Kodak Company	US		15/841,731	12/14/2017	F	INERTIAL PIEZOELECTRIC CAPACITOR WITH CO-PLANAR PATTERNED ELECTRODES
K002216	Eastman Kodak Company	US		15/841,761	12/14/2017	F	KINETIC PIEZOELECTRIC DEVICE
K002217	Eastman Kodak Company	US		15/841,796	12/14/2017	F	INERTIAL PIEZOELECTRIC DEVICE
K002218	Eastman Kodak Company	US		15/841,827	12/14/2017	F	METHOD FOR PROVIDING PIEZOELECTRIC DEVICES
K002220	Eastman Kodak Company	US		15/898,309	2/16/2018	F	MASK ELEMENT PRECURSOR AND RELIEF IMAGE-FORMING SYSTEM
K002221	Eastman Kodak Company	US		15/846,561	12/19/2017	F	THIN-FILM OPTICAL DEVICE WITH VARYING LAYER COMPOSITION
K002222	Eastman Kodak Company	US		15/806,487	11/8/2017	F	SILVER AND COPPER NANOPARTICLE COMPOSITES
K002223	Eastman Kodak Company	US		15/864,229	1/8/2018	F	METHOD FOR FABRICATING A CHARGING DEVICE

PATENT

REEL: 045433 FRAME: 0116

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

Docket	Current Owner	Ctry	Patent Number	Appln No	Appln Date	Status	Title
K002225	Eastman Kodak Company	US		15/861,781	1/4/2018	F	REDUCED FLOW RATE PROCESSING SYSTEM FOR FLEXOGRAPHIC PRINTING PLATES
K002226	Eastman Kodak Company	US		15/898,391	2/16/2018	F	RELIEF IMAGE-FORMING METHOD AND ASSEMBLY
K002227	Eastman Kodak Company	US		15/875,211	1/19/2018	F	IMPROVED PROCESS CONTROL SENSING OF TONER COVERAGE

RECORDED: 04/04/2018

PATENT
REEL: 045433 FRAME: 0117