

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5243149

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EASTMAN KODAK COMPANY	11/09/2018
FAR EAST DEVELOPMENT LTD.	11/09/2018
FPC INC.	11/09/2018
KODAK (NEAR EAST), INC.	11/09/2018
KODAK AMERICAS, LTD.	11/09/2018
LASER-PACIFIC MEDIA CORPORATION	11/09/2018
QUALEX INC.	11/09/2018
KODAK PHILIPPINES, LTD.	11/09/2018
NPEC INC.	11/09/2018
RECEIVING PARTY DATA	
Name:	JP MORGAN CHASE BANK N.A., AS ADMINISTRATIVE AGENT
Street Address:	500 STANTON CHRISTIANA ROAD, PS2
Internal Address:	FLOOR 3
City:	NEWARK
State/Country:	DELAWARE
Postal Code:	19713-2107
PROPERTY NUMBERS Total: 19	
Property Type	Number
Application Number:	16157161
Application Number:	16122000
Application Number:	16150318
Application Number:	16150325
Application Number:	16153899
Application Number:	16131329
Application Number:	16131351
Application Number:	16106033
Application Number:	16106051
Application Number:	16106059
Application Number:	16171432

Property Type	Number
Application Number:	16171446
Application Number:	16171455
Application Number:	16137676
Application Number:	16106038
Application Number:	16106040
Application Number:	16106045
Application Number:	16106062
Application Number:	16153915

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-JPM-11-2018

NAME OF SUBMITTER: CATHERINE M. DASSON

SIGNATURE: /CATHERINE M. DASSON/

DATE SIGNED: 11/19/2018

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 November 9, 2018, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of JPMorgan Chase Bank, N.A., 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 First 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 JPMorgan Chase Bank, N.A., 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.

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

Docket	Current Owner	Ctry	Appln No	Appln Date	Status	Title
K002107	Eastman Kodak Company	US	16/157,161	10/11/2018	F	PHOTOSENSITIVE REDUCIBLE SILVER ION-CONTAINING COMPOSITIONS
K002152	Eastman Kodak Company	US	16/122,000	9/5/2018	F	METHOD FOR MAKING LITHOGRAPHIC PRINTING PLATES
K002177	Eastman Kodak Company	WO	PCT/US18/53251	9/28/2018	F	AQUEOUS INKJET INK COMPOSITIONS AND INK SETS
K002182	Eastman Kodak Company	WO	PCT/US18/52106	9/21/2018	F	TRANSPARENT ANTENNA
K002183	Eastman Kodak Company	WO	PCT/US18/50367	9/11/2018	F	SILVER-CONTAINING NON-AQUEOUS COMPOSITION CONTAINING CELLULOSIC POLYMERS
K002191	Eastman Kodak Company	WO	PCT/US18/50353	9/11/2018	F	METHOD OF MAKING SILVER-CONTAINING DISPERSIONS WITH NITROGENOUS BASES
K002221	Eastman Kodak Company	US	16/150,318	10/3/2018	F	PROCESS FOR FORMING COMPOSITIONALLY-GRADED THIN FILMS
K002221	Eastman Kodak Company	US	16/150,325	10/3/2018	F	SYSTEM FOR FORMING COMPOSITIONALLY-GRADED THIN FILMS
K002231	Eastman Kodak Company	US	16/153,899	10/8/2018	F	FUSER STRIPPING MECHANISM WITH BEVELED TIP
K002232	Eastman Kodak Company	US	16/131,329	9/14/2018	F	OPACIFYING ARTICLES
K002238	Eastman Kodak Company	US	16/131,351	9/14/2018	F	METHOD OF MAKING OPACIFYING ARTICLES
K002241	Eastman Kodak Company	US	16/106,033	8/21/2018	F	AQUEOUS PRE-TREATMENT COMPOSITIONS FOR INKJET PRINTING
K002242	Eastman Kodak Company	US	16/106,051	8/21/2018	F	DOUBLE-SIDED ELECTRODYNAMIC SCREEN FILMS
K002243	Eastman Kodak Company	US	16/106,059	8/21/2018	F	OPEN ELECTRODES FOR IN-PLANE FIELD GENERATION
K002245	Eastman Kodak Company	US	16/171,432	10/26/2018	F	AQUEOUS INKJET INK AND INK SETS
K002252	Eastman Kodak Company	US	16/171,446	10/26/2018	F	AQUEOUS FLUID SETS FOR INKJET PRINTING METHODS
K002253	Eastman Kodak Company	US	16/171,455	10/26/2018	F	METHODS OF INKJET PRINTING
K002254	Eastman Kodak Company	US	16/137,676	9/21/2018	F	LITHOGRAPHIC PRINTING PLATE PRECURSOR AND COLOR-FORMING COMPOSITION
K002257	Eastman Kodak Company	US	16/106,038	8/21/2018	F	INKJET RECEIVING MEDIA

REEL: 047536 FRAME: 0461

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

Docket	Current Owner	Ctry	AppIn No	AppIn Date	Status	Title
K002258	Eastman Kodak Company	US	16/106,040	8/21/2018	F	METHOD FOR PROVIDING INKJET RECEIVING MEDIA
K002259	Eastman Kodak Company	US	16/106,045	8/21/2018	F	METHOD FOR INKJET PRINTING AND PRINTED ARTICLE
K002261	Eastman Kodak Company	US	16/106,062	8/21/2018	F	FABRICATING DOUBLE-SIDED ELECTRODYNAMIC SCREEN FILMS
K002269	Eastman Kodak Company	US	16/153,915	10/8/2018	F	USER STRIPPING MECHANISM WITH PROTRUSION

RECORDED: 11/19/2018

PATENT
REEL: 047536 FRAME: 0462