

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5494317

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EASTMAN KODAK COMPANY	04/01/2019
FAR EAST DEVELOPMENT LTD.	04/01/2019
FPC INC.	04/01/2019
KODAK (NEAR EAST), INC.	04/01/2019
KODAK AMERICAS, LTD.	04/01/2019
LASER-PACIFIC MEDIA CORPORATION	04/01/2019
QUALEX INC.	04/01/2019
KODAK PHILIPPINES, LTD.	04/01/2019
NPEC INC.	04/01/2019
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, AS AGENT
Street Address:	220 FRANKLIN STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 12	
Property Type	Number
Application Number:	16205456
Application Number:	16228853
Application Number:	16203737
Application Number:	16203696
Application Number:	16218616
Application Number:	16203708
Application Number:	16203722
Application Number:	16203757
Application Number:	16228870
Application Number:	16228881
Application Number:	16203773
Application Number:	16218638

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:	BOA-SEC
NAME OF SUBMITTER:	CATHERINE M. DASSON
SIGNATURE:	/CATHERINE M. DASSON/
DATE SIGNED:	04/26/2019

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 April 1, 2019, 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.
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	Grant Date	Status	Title
K002114	Eastman Kodak Company	US		16/205,456	11/30/2018		F	ASSEMBLY OF ELEMENTS FOR FLEXOGRAPHY
K002120	Eastman Kodak Company	WO		PCT/US19/14104	1/18/2019		F	CHARACTERIZING CROSS-TRACK SPACING VARIATIONS IN ELECTROPHOTOGRAPHIC PRINTER
K002189	Eastman Kodak Company	WO		PCT/US18/62169	11/21/2018		F	CONTROLLING WAVEFORMS TO REDUCE NOZZLE CROSS-TALK
K002220	Eastman Kodak Company	WO		PCT/US19/16442	2/4/2019		F	MASK ELEMENT PRECURSOR AND RELIEF IMAGE-FORMING SYSTEM
K002225	Eastman Kodak Company	WO		PCT/US18/67013	12/21/2018		F	REDUCED FLOW RATE FLEXOGRAPHIC PROCESSING SYSTEM
K002227	Eastman Kodak Company	WO		PCT/US19/12589	1/8/2019		F	IMPROVED PROCESS CONTROL SENSING OF TONER COVERAGE
K002264	Eastman Kodak Company	US		16/228,853	12/21/2018		F	LOW SPECULAR REFLECTANCE SURFACE
K002270	Eastman Kodak Company	US		16/203,737	11/29/2018		F	LIGHT-BLOCKING ARTICLES WITH SPACER FUNCTIONAL COMPOSITION
K002271	Eastman Kodak Company	US		16/203,696	11/29/2018		F	COMPOSITION FOR MAKING COATED YARN
K002274	Eastman Kodak Company	US		16/218,616	12/13/2018		F	LOW-VOLUME FLEXOGRAPHIC INKING SYSTEM
K002277	Eastman Kodak Company	US		16/203,708	11/29/2018		F	YARN WITH COATING OVER YARN CORE
K002278	Eastman Kodak Company	US		16/203,722	11/29/2018		F	FABRIC SUBSTRATES
K002280	Eastman Kodak Company	US		16/203,757	11/29/2018		F	ELECTROPHOTOGRAPHY-BASED 3D PRINTING WITH IMPROVED LAYER REGISTRATION
K002281	Eastman Kodak Company	US		16/228,870	12/21/2018		F	MATTE PAINT COMPOSITION
K002282	Eastman Kodak Company	US		16/228,881	12/21/2018		F	METHOD OF FORMING A LOW SPECULAR REFLECTANCE SURFACE
K002283	Eastman Kodak Company	US		16/203,773	11/29/2018		F	ELECTROPHOTOGRAPHY-BASED ADDITIVE PRINTING WITH IMPROVED LAYER REGISTRATION
K002284	Eastman Kodak Company	US		16/218,638	12/13/2018		F	LOW-VOLUME GRAVURE INKING SYSTEM

PATENT

REEL: 049004 FRAME: 0019