506400536 12/14/2020

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6447292

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		

#### **CONVEYING PARTY DATA**

Name	Execution Date
EASTMAN KODAK COMPANY	11/10/2020
FAR EAST DEVELOPMENT LTD.	11/10/2020
FPC INC.	11/10/2020
KODAK (NEAR EAST) INC.	11/10/2020
KODAK AMERICAS LTD.	11/10/2020
LASER-PACIFIC MEDIA CORPORATION	11/10/2020
KODAK PHILIPPINES LTD.	11/10/2020
NPEC, INC.	11/10/2020

#### **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: 6**

Property Type	Number
Application Number:	17075860
Application Number:	16999111
Application Number:	17073767
Application Number:	63093869
Application Number:	63074570
Application Number:	63104029

## **CORRESPONDENCE DATA**

**Fax Number:** (585)724-9448

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:** 5857262968

Email: US-PATENT@KODAK.COM
Correspondent Name: EASTMAN KODAK COMPANY

Address Line 1: 343 STATE STREET

PATENT

REEL: 054630 FRAME: 0502

Address Line 4:	ROCHESTER, NEW YORK 14650-0208				
ATTORNEY DOCKET NUMBER:	SEC-BOA-11-10-20				
NAME OF SUBMITTER:	CATHERINE M. DASSON				
SIGNATURE:	/CATHERINE M. DASSON/				
DATE SIGNED:	12/14/2020				
Total Attachments: 4					

source=2020-11-10-BankofAmerica\_Security\_Agreement#page1.tif source=2020-11-10-BankofAmerica\_Security\_Agreement#page2.tif source=2020-11-10-BankofAmerica\_Security\_Agreement#page3.tif source=2020-11-10-BankofAmerica\_Security\_Agreement#page4.tif

> PATENT REEL: 054630 FRAME: 0503

### 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 10, 2020, 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. <u>Grant of Security</u>. 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

PATENT REEL: 054630 FRAME: 0504 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. <u>Recordation</u>. 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. <u>Execution in Counterparts</u>. 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. <u>Governing Law</u>. 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

Name: Matthew C. Ebersold

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
KODAK PHILIPPINES, LTD.

Name: Matthew C. Ebersold

Title: Treasurer

Address for Notices: c/o Eastman Kodak Company 343 State Street Rochester, NY 14650

NPEC II

Name: Roger W. Byrd

Title: Secretary

Address for Notices:

c/o Eastman Kodak Company

343 State Street Rochester, NY 14650

[Signature Page to November 10, 2020 Intellectual Property Security Agreement]

### **EXECUTION VERSION**

# 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	Tide
K002152	Eastman Kodak Company	US		17/075,880	10/21/2020		F	LITHOGRAPHIC PRINTING PLATE PRECURSORS AND METHOD OF USE
K002289	Eastman Kodak Company	US		16/999,111	8/21/2020		F	LIGHT-BLOCKING ARTICLES FROM FOAMED COMPOSITION CONTAINING SOLID POLYMERIC PARTICLES
K002313	Eastman Kodak Company	US		17/073,767	10/19/2020		F	METHOD FOR MAKING LITHOGRAPHIC PRINTING PLATES
K002314	Eastman Kodak Company	US		63/093,869	10/20/2020		F	AQUEOUS COMPOSITIONS TO PROVIDE OPAQUE COATINGS
K002328	Eastman Kodak Company	US		63/074,570	9/4/2020		F	LITHOGRAPHIC PRINTING PLATE PRECURSOR AND METHOD OF USE
K002337	Eastman Kodak Company	US		63/104,029	10/22/2020		F	TEMPORAL CORRECTION OF TONE SCALE ERRORS IN A DIGITAL PRINTER

PATENT REEL: 054630 FRAME: 0507

**RECORDED: 12/14/2020**