

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7333603

|   |                           |
|---|---------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT            |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST         |
| <b>CONVEYING PARTY DATA</b>   |                           |
| <b>Name</b>   | <b>Execution Date</b>     |
| EASTMAN KODAK COMPANY   | 05/10/2022                |
| EASTMAN KODAK INTERNATIONAL CAPITAL COMPANY, INC.   | 05/10/2022                |
| FAR EAST DEVELOPMENT LTD.   | 05/10/2022                |
| KODAK (NEAR EAST), INC.   | 05/10/2022                |
| KODAK AMERIACAS, LTD.   | 05/10/2022                |
| KODAK PHILIPPINES, LTD.   | 05/10/2022                |
| <b>RECEIVING PARTY DATA</b>   |                           |
| <b>Name:</b>  | BANK OF AMERICA, AS AGENT |
| <b>Street Address:</b>  | 220 FRANKLIN STREET       |
| <b>City:</b>  | BOSTON                    |
| <b>State/Country:</b>   | MASSACHUSETTS             |
| <b>Postal Code:</b>   | 02110                     |
| <b>PROPERTY NUMBERS Total: 4</b>  |                           |
| <b>Property Type</b>  | <b>Number</b>             |
| Application Number:   | 17713346                  |
| Application Number:   | 17720405                  |
| Application Number:   | 17720370                  |
| Application Number:   | 17720380                  |
| <b>CORRESPONDENCE DATA</b>  |                           |
| <b>Fax Number:</b>  | (585)724-9448             |
| <i>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.</i> |                           |
| <b>Phone:</b>   | 15857262968               |
| <b>Email:</b>   | us-patent@kodak.com       |
| <b>Correspondent Name:</b>  | EASTMAN KODAK COMPANY     |
| <b>Address Line 1:</b>  | 343 STATE STREET          |
| <b>Address Line 4:</b>  | ROCHESTER, NEW YORK 14650 |
| <b>ATTORNEY DOCKET NUMBER:</b>  | SEC-BOA-2022-05-10        |
| <b>NAME OF SUBMITTER:</b>   | CATHERINE M. DASSON       |

|   |                       |
|---|-----------------------|
| <b>SIGNATURE:</b>   | /Catherine M. Dasson/ |
| <b>DATE SIGNED:</b>   | 05/17/2022            |
| <b>Total Attachments: 4</b><br>source=2022-05-10_Bank_of_America-Security-Agreement#page1.tif<br>source=2022-05-10_Bank_of_America-Security-Agreement#page2.tif<br>source=2022-05-10_Bank_of_America-Security-Agreement#page3.tif<br>source=2022-05-10_Bank_of_America-Security-Agreement#page4.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 May 10, 2022 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 the Letter of Credit Facility Agreement, dated as of February 26, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Bank of America, N.A., as Agent, Bank of America, N.A., as issuing bank, 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 issuance of Letters of Credit by the Lenders under the Credit Agreement, each Grantor has executed and delivered the Security Agreement dated as of February 26, 2021, 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, 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 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 Matthew C. Ebersold  
Name: Matthew C. Ebersold  
Title: Treasurer

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

**EASTMAN KODAK INTERNATIONAL CAPITAL  
COMPANY, INC.  
FAR EAST DEVELOPMENT LTD.  
KODAK (NEAR EAST), INC.  
KODAK AMERICAS, LTD.  
KODAK PHILIPPINES, LTD.**

By Matthew C. Ebersold  
Name: Matthew C. Ebersold  
Title: 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   |
|---------|-----------------------|------|---------------|------------|------------|------------|--------|---|
| K002246 | Eastman Kodak Company | US   |               | 17/713,346 | 4/5/2022   |            | F      | AQUEOUS FUNCTIONAL COMPOSITION FOR ARTICLES             |
| K002386 | Eastman Kodak Company | US   |               | 17/720,405 | 4/14/2022  |            | F      | LITHOGRAPHIC PRINTING PLATE PRECURSOR AND METHOD OF USE |
| K002386 | Eastman Kodak Company | US   |               | 17/720,370 | 4/14/2022  |            | F      | NON-FOAMED AQUEOUS COMPOSITION                          |
| K002387 | Eastman Kodak Company | US   |               | 17/720,396 | 4/14/2022  |            | F      | NON-FOAMED COATED TEXTILE AND METHOD OF MAKING          |