

Additional names of conveying parties

Far East Development Ltd.

FPC Inc.

Kodak (Near East), Inc.

Kodak Americas, Ltd.

Kodak Imaging Network, Inc.

Kodak Portuguesa Limited

Kodak Realty, Inc.

Laser-Pacific Media Corporation

Qualex Inc.

KJodak Philippines, Ltd.

NEPC Inc.

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REEL: 005417 FRAME: 0511

Reg. Owner	Country/Jurisd.	Mark (Profile)	Application #	App. Date	Registration #	Reg. Date	TM ID	Status
Eastman Kodak Co.	United States of America (USA)	CHIEF PACKAGING OFFICER	86400290	9/19/2014			43998	Pending Application
Eastman Kodak Co.	United States of America (USA)	KODAK	86298118	5/21/2014			43968	Pending Application

EXECUTION VERSION

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 3, 2014, 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

TRADEMARK

REEL: 005417 FRAME: 0513

EXECUTION VERSION

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 IMAGING NETWORK, INC.
KODAK PORTUGUESA LIMITED
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

[Signature Page to November 3, 2014 Intellectual Property Security Agreement]

TRADEMARK
REEL: 005417 FRAME: 0515

**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

[Signature Page to November 3, 2014 Intellectual Property Security Agreement]

EXECUTION VERSION

Schedule A

Docket	Ctry	Status	Appln No	Appln Date	Patent Number	Grant Date	Current Owner	Title
95358	US	F	14/481,964	9/10/2014			Eastman Kodak Company	LUMINESCENT SOLAR CONCENTRATOR
95577	CN	F	FILED	10/16/2014			Eastman Kodak Company	MAXIMIZING SPEED TOLERANCE DURING DUAL ENGINE SYNCHRONIZATION
96003	CN	F	2014104839218	9/19/2014			Eastman Kodak Company	JOB ERROR CORRECTION IN A MULTICOLOR ELECTROPHOTOGRAPHIC PRINT ENGINE
96350	US	F	14/507,024	10/6/2014			Eastman Kodak Company	METHOD OF PHOTOCURING ACRYLATE COMPOSITIONS
96570	US	F	14/469,993	8/27/2014			Eastman Kodak Company	PRINTING TACTILE IMAGES WITH IMPROVED IMAGE QUALITY
K000058	US	F	14/465,029	8/21/2014			Eastman Kodak Company	METHOD FOR ENCODING INFORMATION IN ILLUMINATION PATTERNS
K001040	US	F	14/487,172	9/16/2014			Eastman Kodak Company	POROUS ORGANIC POLYMERIC FILMS AND PREPARATION
K001101	US	F	14/494,712	9/24/2014			Eastman Kodak Company	ORGANIC POLYMERIC BI-METALLIC COMPOSITES
K001158	WO	F	PCT/US14/59815	10/9/2014			Eastman Kodak Company	POLYMERIC COMPOSITE MATERIALS, MANUFACTURE, AND USES
K001250	US	F	14/497,784	9/26/2014			Eastman Kodak Company	VACUUM PULLDOWN OF PRINT MEDIA IN PRINTER
K001317	US	F	14/488,367	9/17/2014			Eastman Kodak Company	DETECTING UV-FLUORESCENT MATERIALS WITH A CAMERA
K001468	WO	F	PCT/US14/57088	9/24/2014			Eastman Kodak Company	INTEGRATED VACUUM ASSIST WEB TRANSPORT SYSTEM
K001497	WO	F	PCT/US14/62337	10/27/2014			Eastman Kodak Company	FORMING CONDUCTIVE METAL PATTERNS USING REACTIVE POLYMERS
K001514	US	F	14/519,505	10/21/2014			Eastman Kodak Company	MEDIA-TRACKING SYSTEM USING MARKING LASER
K001521	WO	F	PCT/US14/51991	8/21/2014			Eastman Kodak Company	METHOD OF FORMING CONDUCTIVE FILMS WITH MICRO-WIRES
K001523	WO	F	PCT/US14/52022	8/21/2014			Eastman Kodak Company	PHOTOCURABLE COMPOSITION, ARTICLE, AND METHOD OF USE
K001523	TW	F	109130465	9/3/2014			Eastman Kodak Company	PHOTOCURABLE COMPOSITION, ARTICLE, AND METHOD OF USE
K001538	WO	F	PCT/US14/53111	8/28/2014			Eastman Kodak Company	MULTI-LAYER MICRO-WIRE SUBSTRATE STRUCTURE
K001538	TW	F	103131235	9/10/2014			Eastman Kodak Company	MULTI-LAYER MICRO-WIRE SUBSTRATE STRUCTURE
K001569	US	F	14/487,150	9/16/2014			Eastman Kodak Company	VERTICAL TFT WITH MULTILAYER PASSIVATION
K001571	US	F	14/519,170	10/21/2014			Eastman Kodak Company	METHOD FOR PRINTING COLORED AND WHITE TONER USING A LOOK-UP TABLE
K001581	WO	F	PCT/US14/56281	9/18/2014			Eastman Kodak Company	NEGATIVE-WORKING LITHOGRAPHIC PRINTING PLATE PRECURSOR
K001599	WO	F	PCT/US14/54261	9/5/2014			Eastman Kodak Company	IMPRINTED MULTI-LEVEL MICRO-WIRE CIRCUIT STRUCTURE
K001599	TW	F	FILED	9/18/2014			Eastman Kodak Company	IMPRINTED MULTI-LEVEL MICRO-WIRE CIRCUIT STRUCTURE
K001604	WO	F	PCT/US14/60646	10/15/2014			Eastman Kodak Company	PRINTER WITH FRONT AND BACK IMAGING SYSTEMS
K001613	WO	F	PCT/US14/54493	9/8/2014			Eastman Kodak Company	MICRO-WIRE TOUCH SCREEN WITH UNPATTERNED CONDUCTIVE LAYER
K001613	TW	F	FILED	9/19/2014			Eastman Kodak Company	MICRO-WIRE TOUCH SCREEN WITH UNPATTERNED CONDUCTIVE LAYER
K001624	WO	F	PCT/US14/55738	9/16/2014			Eastman Kodak Company	TRANSPARENCY DOCUMENT HAVING WHITE TONER
K001631	WO	F	PCT/US14/55823	9/16/2014			Eastman Kodak Company	VACUUM TRANSPORT ROLLER FOR WEB TRANSPORT SYSTEM
K001657	WO	F	PCT/US14/60005	10/10/2014			Eastman Kodak Company	COLOR-TO-COLOR CORRECTION IN A PRINTING SYSTEM
K001659	WO	F	PCT/US14/60008	10/10/2014			Eastman Kodak Company	COLOR-TO-COLOR CORRECTION IN A PRINTING SYSTEM
K001692	US	F	14/520,414	10/22/2014			Eastman Kodak Company	SERVICEABLE PRINTHEAD SEALING MECHANISM
K001693	US	F	14/490,728	9/19/2014			Eastman Kodak Company	PRINTHEAD WITH PRINT ARTIFACT SUPPRESSING CAVITY
K001725	US	F	14/475,854	9/3/2014			Eastman Kodak Company	FILLED LARGE-FORMAT IMPRINTED STRUCTURE
K001727	US	F	14/475,869	9/3/2014			Eastman Kodak Company	FILLED LARGE-FORMAT IMPRINTING METHOD
K001728	US	F	14/475,878	9/3/2014			Eastman Kodak Company	RIBBED LARGE-FORMAT IMPRINTED STRUCTURE
K001728	US	F	14/475,896	9/3/2014			Eastman Kodak Company	RIBBED LARGE-FORMAT IMPRINTING METHOD
K001730	US	F	14/475,917	9/3/2014			Eastman Kodak Company	MULTI-LAYER LARGE-FORMAT IMPRINTED STRUCTURE
K001731	US	F	14/475,934	9/3/2014			Eastman Kodak Company	MULTI-LAYER LARGE-FORMAT IMPRINTING METHOD
K001732	US	F	14/475,955	9/3/2014			Eastman Kodak Company	STACKED LARGE-FORMAT IMPRINTED STRUCTURE
K001733	US	F	14/475,974	9/3/2014			Eastman Kodak Company	STACKED LARGE-FORMAT IMPRINTING METHOD
K001740	US	F	14/472,437	8/29/2014			Eastman Kodak Company	REDUCING PRINT ARTIFACTS USING ISOLATED TENSION ZONES

Docket	City	Status	Appln No	Appln Date	Patent Number	Grant Date	Current Owner	Title
K001742	US	F	14/526,909	10/29/2014			Eastman Kodak Company	METHOD FOR FLUORESCENT DETECTION OF CURING
K001743	US	F	14/476,005	9/3/2014			Eastman Kodak Company	IMPRINTED MICRO-WIRE RIB STRUCTURE
K001763	US	F	14/487,161	9/16/2014			Eastman Kodak Company	BOTTOM GATE TFT WITH MULTILAYER PASSIVATION
K001764	US	F	14/487,184	9/16/2014			Eastman Kodak Company	TOP GATE TFT WITH POLYMER INTERFACE CONTROL LAYER
K001765	US	F	14/487,216	9/16/2014			Eastman Kodak Company	METHOD OF FORMING A PATTERNED POLYMER LAYER
K001788	US	F	14/457,396	8/12/2014			Eastman Kodak Company	FORMING ELECTRICALLY-CONDUCTIVE PATTERNS USING CROSSLINKABLE REACTIVE
K001802	US	F	14/460,578	8/15/2014			Eastman Kodak Company	IMPRINTED THIN-FILM ELECTRONIC SENSOR STRUCTURE
K001804	US	F	14/484,608	9/12/2014			Eastman Kodak Company	FORMING CONDUCTIVE METAL PATTERNS USING WATER-SOLUBLE POLYMERS
K001805	US	F	14/501,206	9/30/2014			Eastman Kodak Company	FORMING CONDUCTIVE METAL PATTERNS USING WATER-SOLUBLE POLYMERS
K001811	US	F	14/470,978	8/28/2014			Eastman Kodak Company	CONTROLLING FLEXOGRAPHIC PRINTING SYSTEM PRESSURE USING OPTICAL
K001817	US	F	14/514,463	10/15/2014			Eastman Kodak Company	NON-AQUEOUS COMPOSITIONS OF DISPERSED CARBON-COATED METAL PARTICLES
K001821	US	F	14/460,589	8/15/2014			Eastman Kodak Company	MAKING IMPRINTED THIN-FILM ELECTRONIC SENSOR STRUCTURE
K001822	US	F	14/460,598	8/15/2014			Eastman Kodak Company	OPERATING IMPRINTED THIN-FILM ELECTRONIC SENSOR STRUCTURE
K001827	US	F	14/519,425	10/21/2014			Eastman Kodak Company	COLORING BIOCIDAL MULTI-LAYER STRUCTURE
K001828	US	F	14/495,950	9/25/2014			Eastman Kodak Company	REDUCING TONING SPACING SENSITIVITY
K001830	US	F	14/484,333	9/12/2014			Eastman Kodak Company	METHOD FOR MAKING LITHOGRAPHIC PRINTING PLATES
K001832	US	F	14/495,966	9/25/2014			Eastman Kodak Company	REDUCING TONING SPACING SENSITIVITY
K001833	US	F	14/455,196	8/8/2014			Eastman Kodak Company	ROLL-TO-ROLL ELECTROLESS PLATING SYSTEM WITH LOW DISSOLVED OXYGEN
K001834	US	F	14/455,227	8/8/2014			Eastman Kodak Company	METHOD FOR ROLL-TO-ROLL ELECTROLESS PLATING WITH LOW DISSOLVED OXYGEN
K001837	US	F	14/455,246	8/8/2014			Eastman Kodak Company	ROLL-TO-ROLL ELECTROLESS PLATING SYSTEM WITH MICRO-BUBBLE INJECTOR
K001844	US	F	14/501,861	9/30/2014			Eastman Kodak Company	METHOD FOR PRINTING IMAGE PLANES ON SUBSTRATE
K001845	US	F	14/457,477	8/12/2014			Eastman Kodak Company	CROSSLINKABLE POLYMERS
K001847	US	F	14/470,028	8/27/2014			Eastman Kodak Company	PRINTING IMPROVED TACTILE IMAGES USING INTERMEDIATE TRANSFER MEMBER
K001849	US	F	14/468,626	8/26/2014			Eastman Kodak Company	CONDUCTIVE ELEMENT PRECURSOR AND CONDUCTIVE PATTERN FORMATION
K001852	US	F	14/484,866	9/12/2014			Eastman Kodak Company	ROLL-TO-ROLL ELECTROLESS PLATING SYSTEM WITH SPREADER DUCT
K001853	US	F	14/472,447	8/29/2014			Eastman Kodak Company	REDUCING PRINT ARTIFACTS USING ISOLATED TENSION ZONES
K001854	US	F	14/472,456	8/29/2014			Eastman Kodak Company	REDUCING TENSION FLUCTUATIONS USING ISOLATED TENSION ZONES
K001855	US	F	14/472,461	8/29/2014			Eastman Kodak Company	REDUCING TENSION FLUCTUATIONS USING ISOLATED TENSION ZONES
K001856	US	F	14/472,526	8/29/2014			Eastman Kodak Company	SUBSTRATE FOR THIN FILM MICROBATTERIES
K001857	US	F	14/526,595	10/29/2014			Eastman Kodak Company	IMPRINTED MULTI-LAYER STRUCTURE
K001863	US	F	14/472,532	8/29/2014			Eastman Kodak Company	SYSTEM FOR FABRICATING AN ELECTRICAL STORAGE CELL
K001865	US	F	14/509,241	10/8/2014			Eastman Kodak Company	FLEXOGRAPHIC SURFACE PATTERNS
K001866	US	F	14/476,059	9/3/2014			Eastman Kodak Company	MAKING IMPRINTED MICRO-WIRE RIB STRUCTURE
K001867	US	F	14/488,374	9/17/2014			Eastman Kodak Company	SYSTEM FOR DETECTING UV-FLUORESCENT INDICIA WITH A CAMERA
K001868	US	F	14/488,384	9/17/2014			Eastman Kodak Company	METHOD OF AUTHENTICATING AN OBJECT
K001869	US	F	14/488,434	9/17/2014			Eastman Kodak Company	SYSTEM FOR AUTHENTICATING AN OBJECT
K001870	US	F	14/509,272	10/8/2014			Eastman Kodak Company	ELECTRICAL TEST SYSTEM WITH VISION-GUIDED ALIGNMENT
K001871	US	F	14/526,622	10/29/2014			Eastman Kodak Company	TFT SUBSTRATE WITH VARIABLE DIELECTRIC THICKNESS
K001872	US	F	14/526,634	10/29/2014			Eastman Kodak Company	ENHANCEMENT-DEPLETION MODE INVERTER WITH TWO TRANSISTOR
K001876	US	F	14/509,298	10/8/2014			Eastman Kodak Company	ELECTRICAL TEST METHOD WITH VISION-GUIDED ALIGNMENT
K001877	US	F	14/509,339	10/8/2014			Eastman Kodak Company	VISION-GUIDED ALIGNMENT SYSTEM
K001878	US	F	14/509,370	10/8/2014			Eastman Kodak Company	VISION-GUIDED ALIGNMENT METHOD

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REEL: 005417 FRAME: 0519

Docket	City	Status	Appin No	Appin Date	Patent Number	Grant Date	Current Owner	Title
K001879	US	F	14/526,603	10/29/2014			Eastman Kodak Company	MAKING IMPRINTED MULTI-LAYER STRUCTURE
K001880	US	F	14/526,611	10/29/2014			Eastman Kodak Company	IMPRINTED MULTI-LAYER BIOCIDAL PARTICLE STRUCTURE
K001881	US	F	14/526,619	10/29/2014			Eastman Kodak Company	MAKING IMPRINTED MULTI-LAYER BIOCIDAL PARTICLE STRUCTURE
K001882	US	F	14/526,640	10/29/2014			Eastman Kodak Company	USING IMPRINTED MULTI-LAYER BIOCIDAL PARTICLE STRUCTURE
K001883	US	F	14/526,646	10/29/2014			Eastman Kodak Company	IMPRINTED PARTICLE STRUCTURE
K001884	US	F	14/526,666	10/29/2014			Eastman Kodak Company	MAKING IMPRINTED PARTICLE STRUCTURE
K001885	US	F	14/526,691	10/29/2014			Eastman Kodak Company	USING IMPRINTED PARTICLE STRUCTURE
K001887	US	F	14/519,451	10/21/2014			Eastman Kodak Company	MAKING COLORED BIOCIDAL MULTI-LAYER STRUCTURE
K001888	US	F	14/519,489	10/21/2014			Eastman Kodak Company	USING COLORED BIOCIDAL MULTI-LAYER STRUCTURE
K001890	US	F	14/524,247	10/27/2014			Eastman Kodak Company	FLEXOGRAPHIC INK RECIRCULATION WITH ANTI-AIR-ENTRAINMENT FEATURES
K001891	US	F	14/514,492	10/15/2014			Eastman Kodak Company	PHOTOCURABLE COMPOSITIONS WITH DISPERSED CARBON-COATED METAL
K001893	US	F	14/514,500	10/15/2014			Eastman Kodak Company	ARTICLES CONTAINING CARBON-COATED METAL PARTICLES
K001894	US	F	14/514,514	10/15/2014			Eastman Kodak Company	FORMING ARTICLES AND DEVICES WITH CARBON-COATED METAL PARTICLES
K001895	US	F	14/526,652	10/29/2014			Eastman Kodak Company	METHOD FOR FORMING A VARIABLE THICKNESS DIELECTRIC STACK
K001897	US	F	14/526,675	10/29/2014			Eastman Kodak Company	ENHANCEMENT MODE INVERTER WITH VARIABLE THICKNESS DIELECTRIC STACK
K001902	US	F	14/509,253	10/8/2014			Eastman Kodak Company	FORMING A FLEXOGRAPHIC PLATE
K001903	US	F	14/519,174	10/21/2014			Eastman Kodak Company	METHOD FOR PRINTING COLORED AND WHITE TONER USING A DEVICE LINK PROFILE
K001904	US	F	14/519,183	10/21/2014			Eastman Kodak Company	AN APPARATUS FOR PRINTING COLOR AND WHITE TONER
K001912	US	F	14/526,930	10/29/2014			Eastman Kodak Company	FLUORESCENT DETECTION OF CURING DIFFERENCE BETWEEN SURFACES

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Schedule B