

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM325863

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eastman Kodak Company		11/03/2014	CORPORATION: NEW JERSEY
Far East Development Ltd.		11/03/2014	CORPORATION:
FPC Inc.		11/03/2014	CORPORATION:
Kodak Americas, Ltd.		11/03/2014	CORPORATION:
Kodak Imaging Network, Inc.		11/03/2014	CORPORATION:
Kodak Portuguesa Limited		11/03/2014	CORPORATION:
Kodak Realty, Inc.		11/03/2014	CORPORATION:
Laser-Pacific Media Corporation		11/03/2014	CORPORATION:
Qualex Inc.		11/03/2014	CORPORATION:
Kodak (Near East), Inc.		11/03/2014	CORPORATION:

ADD: ~~KODAK PHILIPPINES, LTD.~~ 11/03/2014 CORPORATION
~~NPEC INC.~~ 11/03/2014 CORPORATION

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	500 Stanton Christiana Road
Internal Address:	OPS 2, Floor 03
City:	Newark
State/Country:	DELAWARE
Postal Code:	19713-2107
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	86400290	CHIEF PACKAGING OFFICER
Serial Number:	86288118	KODAK

CORRESPONDENCE DATA

Fax Number: 5857246611
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: 5857247757
Email: dianne.harrington@kodak.com
Correspondent Name: Eastman Kodak Company

OP \$65.00 86400290

Address Line 1:	343 State Street
Address Line 4:	Rochester, NEW YORK 14650
ATTORNEY DOCKET NUMBER:	11/3/14 SECURITY AGREE
NAME OF SUBMITTER:	Dianne G. Harrington
SIGNATURE:	/diannegharrington/
DATE SIGNED:	12/11/2014
Total Attachments: 6 source=IP Security Agmt 11.04.14 JPMorgan#page1.tif source=IP Security Agmt 11.04.14 JPMorgan#page2.tif source=IP Security Agmt 11.04.14 JPMorgan#page3.tif source=IP Security Agmt 11.04.14 JPMorgan#page4.tif source=IP Security Agmt 11.04.14 JPMorgan#page9.tif source=IP Security Agmt 11.04.14 JPMorgan#page10.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 November 3, 2014, 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.
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

**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 B

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	86288118	5/21/2014			43968	Pending Application