

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM382665

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eastman Kodak Company		03/15/2016	Corporation: NEW JERSEY
Far East Development Ltd.		03/15/2016	Corporation: DELAWARE
FPC Inc.		03/15/2016	Corporation: CALIFORNIA
Kodak (Near East), Inc.		03/15/2016	Corporation: NEW YORK
Kodak Americas, Ltd.		03/15/2016	Corporation: NEW YORK
Kodak Realty, Inc.		03/15/2016	Corporation: NEW YORK
Laser-Pacific Media Corporation		03/15/2016	Corporation: DELAWARE
Qualex Inc.		03/15/2016	Corporation: DELAWARE
Kodak Philippines, Ltd.		03/15/2016	Corporation: NEW YORK
NPEC Inc.		03/15/2016	Corporation: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America N.A.
<b>Street Address:</b>	900 WEST TRADE STREET
<b>City:</b>	CHARLOTTE
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255-0001
<b>Entity Type:</b>	National Association: UNITED STATES

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
<b>Serial Number:</b>	86896391	KODAKIT
<b>Serial Number:</b>	86799382	ULTRASTREAM

## CORRESPONDENCE DATA

Fax Number: 2124552502

*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: (212) 455-3605

Email: ksolomon@stblaw.com

Correspondent Name: Genevieve Dorment, Esq.

Address Line 1: Simpson Thacher &amp; Bartlett LLP

TRADEMARK

**Address Line 2:** 425 Lexington Avenue  
**Address Line 4:** New York, NEW YORK 10017

**ATTORNEY DOCKET NUMBER:** 007751/0149

**NAME OF SUBMITTER:** Genevieve Dorment

**SIGNATURE:** /gd/

**DATE SIGNED:** 05/02/2016

**Total Attachments: 8**

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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 March 15, 2016, 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.  
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 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	PATENTMASTERID
96350	Eastman Kodak Company	US		15/055,657	2/29/2016		F	METHOD OF PHOTOPOLYMERIZING OF ACRYLATES	147563
K000832	Eastman Kodak Company	US		14/941,729	11/16/2015		F	TIMED SEQUENCE INDICATORS	147818
K001011	Eastman Kodak Company	US		14/987,851	1/5/2016		F	RECEIVER MATERIALS WITH COLOR TONER IMAGES	147828
K001014	Eastman Kodak Company	US		15/047,998	2/19/2016		F	METALLIC TONER PARTICLES FOR PROVIDING	147857
K001652	Eastman Kodak Company	US		15/012,959	2/2/2016		F	FORMING CONDUCTIVE METAL PATTERNS USING	147876
K001794	Eastman Kodak Company	TW		105101925	1/21/2016		F	ELECTRICALLY-CONDUCTIVE ARTICLES WITH	147802
K001841	Eastman Kodak Company	WO		PCT/US16/18846	2/22/2016		F	NEGATIVE-WORKING LITHOGRAPHIC PRINTING PLATE	147824
K001873	Eastman Kodak Company	US		15/055,877	2/29/2016		F	ENHANCEMENT-DEPLETION MODE CIRCUIT ELEMENT	147945
K001886	Eastman Kodak Company	CN		FILED	11/10/2015		F	ELECTRICALLY-CONDUCTIVE ARTICLE AND METHOD	147749
K001886	Eastman Kodak Company	TW		104137072	11/10/2015		F	PROVIDING ELECTRICALLY-CONDUCTIVE ARTICLES	147750
K001930	Eastman Kodak Company	US		15/001,322	1/20/2016		F	NON-AQUEOUS METAL CATALYTIC COMPOSITION WITH	147852
K001999	Eastman Kodak Company	US		62/259,222	11/24/2015		F	PROVIDING OPAQUE INK JETTED IMAGE	147829
K002017	Eastman Kodak Company	US		62/259,226	11/24/2015		F	PIGMENT DISPERSIONS AND INK JET INK	147830
K002018	Eastman Kodak Company	US		62/259,234	11/24/2015		F	METHOD FOR INK JETTING OPAQUE INK COMPOSITION	147831
K002019	Eastman Kodak Company	US		62/259,238	11/24/2015		F	AQUEOUS COLORANT DISPERSIONS AND INK JET	147832
K002029	Eastman Kodak Company	US		62/287,927	1/28/2016		F	NEGATIVELY-WORKING LITHOGRAPHIC PRINTING	147864
K002035	Eastman Kodak Company	US		62/286,490	1/25/2016		F	LARGE FORMAT ELECTROPHOTOGRAPHIC 3D PRINTER	147865
K002040	Eastman Kodak Company	US		62/261,998	12/2/2015		F	LIQUID EJECTION HOLE ORIENTATION FOR WEB GUIDE	147833

TRADEMARK  
REEL: 005783 FRAME: 0174

**Schedule B**



Schedule B to March 15, 2016 IP Security Agreement

Registered Owner	Country/Jurisd.	Mark (Profile Name)	Application #	App. Date	TM ID	Status
Eastman Kodak Co.	United States of America (USA)	KODAKIT	86896391	2/3/2016	44117	Pending Application
Eastman Kodak Co.	United States of America (USA)	ULTRASTREAM	86799382	10/26/2015	44105	Pending Application

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REEL: 005783 FRAME: 0176

**Schedule C**

**None**