

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM405124

<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		11/09/2016	Corporation: NEW JERSEY
Far East Development Ltd.		11/09/2016	Corporation: DELAWARE
FPC Inc.		11/09/2016	Corporation: CALIFORNIA
Kodak (Near East), Inc.		11/09/2016	Corporation: NEW YORK
Kodak Americas, Ltd.		11/09/2016	Corporation: NEW YORK
Kodak Realty, Inc.		11/09/2016	Corporation: NEW YORK
Laser-Pacific Media Corporation		11/09/2016	Corporation: DELAWARE
Qualex Inc.		11/09/2016	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	500 Stanton Christiana Road
<b>Internal Address:</b>	OPS2, Floor 03
<b>City:</b>	Newark
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19713-2107
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
<b>Serial Number:</b>	87169870	EKTACHROME
<b>Serial Number:</b>	87193100	EKTRA
<b>Serial Number:</b>	87169813	KODACHROME

## 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: 585-724-7757

Email: dianne.harrington@kodak.com

Correspondent Name: Dianne Harrington

Address Line 1: 343 State Street

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<b>Address Line 4:</b>	Rochester, NEW YORK 14650
<b>NAME OF SUBMITTER:</b>	Dianne G. Harrington
<b>SIGNATURE:</b>	/diannegharrington/
<b>DATE SIGNED:</b>	11/10/2016
<b>Total Attachments: 8</b> source=Security Agree 11092016 JPMorgan#page1.tif source=Security Agree 11092016 JPMorgan#page2.tif source=Security Agree 11092016 JPMorgan#page3.tif source=Security Agree 11092016 JPMorgan#page4.tif source=Security Agree 11092016 JPMorgan#page5.tif source=Security Agree 11092016 JPMorgan#page6.tif source=Security Agree 11092016 JPMorgan#page7.tif source=Security Agree 11092016 JPMorgan#page8.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 9, 2016, 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 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
93218	Eastman Kodak Company	US		15/291,116	10/12/2016		F	DEPOSITION SYSTEM AND METHOD USING A DELIVERY HEAD	148129
K001591	Eastman Kodak Company	US		15/259,670	9/8/2016		F	ATOMIC-LAYER DEPOSITION APPARATUS	148124
K001900	Eastman Kodak Company	US		15/240,176	8/18/2016		F	METHOD OF INKJET PRINTING A COLORLESS INK	148108
K002009	Eastman Kodak Company	WO		PCT/US16/50684	9/8/2016		F	NON-AQUEOUS COMPOSITIONS AND ARTICLES USING	148048
K002011	Eastman Kodak Company	WO		PCT/US16/48382	8/24/2016		F	LITHOGRAPHIC DEVELOPER COMPOSITION AND METHOD OF	148051
K002012	Eastman Kodak Company	WO		PCT/US16/49360	8/30/2016		F	INK JETTABLE, UV-CURABLE COMPOSITIONS	148055
K002021	Eastman Kodak Company	CN		201610853292.2	9/27/2016		F	METHOD OF MAKING A RESIN	148039
K002028	Eastman Kodak Company	WO		PCT/US16/52990	9/22/2016		F	REGISTRATION CORRECTION FOR CONTINUOUS PRINTING	148085
K002034	Eastman Kodak Company	US		15/240,213	8/18/2016		F	NON-FOAMING AQUEOUS PARTICLE-FREE INKJET INK	148109
K002042	Eastman Kodak Company	US		15/338,543	10/31/2016		F	METHOD FOR SELECTIVE DEPOSITION USING SURFACE	148138
K002043	Eastman Kodak Company	US		15/338,561	10/31/2016		F	BOTTOM-GATE TRANSISTOR FORMED IN SURFACE RECESS	148139
K002054	Eastman Kodak Company	US		15/296,103	10/18/2016		F	ANILOX ROLL WITH LOW SURFACE ENERGY ZONE	148130
K002072	Eastman Kodak Company	US		15/257,193	9/6/2016		F	PRINTED TRANSPARENT HEATERS USING EMBEDDED MICRO-	148122
K002082	Eastman Kodak Company	US		15/239,915	8/18/2016		F	FORMABLE AND FOAMED AQUEOUS COMPOSITIONS	148103
K002092	Eastman Kodak Company	US		15/231,804	8/9/2016		F	SILVER ION CARBOXYLATE N-HETEROAROMATIC COMPLEXES	148090
K002105	Eastman Kodak Company	US		15/239,938	8/18/2016		F	LIGHT-BLOCKING ARTICLES WITH HIGH OPACIFYING LAYER	148104
K002106	Eastman Kodak Company	US		15/239,978	8/18/2016		F	METHOD OF MAKING LIGHT-BLOCKING HIGH OPACITY	148102
K002107	Eastman Kodak Company	US		15/231,811	8/9/2016		F	PHOTOSENSITIVE REDUCIBLE SILVER ION-CONTAINING	148091
K002108	Eastman Kodak Company	US		15/231,817	8/9/2016		F	METHODS FOR FORMING AND USING SILVER METAL	148092
K002109	Eastman Kodak Company	US		15/231,823	8/9/2016		F	ARTICLES HAVING REDUCIBLE SILVER ION COMPLEXES OR	148093
K002110	Eastman Kodak Company	US		15/231,837	8/9/2016		F	SILVER ION CARBOXYLATE PRIMARY ALKYLAMINE COMPLEXES	148094
K002111	Eastman Kodak Company	US		15/231,847	8/9/2016		F	PHOTOSENSITIVE REDUCIBLE SILVER ION-CONTAINING	148095
K002112	Eastman Kodak Company	US		15/231,852	8/9/2016		F	METHODS FOR FORMING AND USING SILVER METAL	148096
K002113	Eastman Kodak Company	US		15/231,857	8/9/2016		F	ARTICLES WITH REDUCIBLE SILVER IONS OR SILVER METAL	148097
K002119	Eastman Kodak Company	US		15/283,496	10/3/2016		F	METHOD AND SYSTEM FOR MAKING LIGHT-BLOCKING	148125
K002123	Eastman Kodak Company	US		15/299,749	10/21/2016		F	MODULAR PRINTHEAD ASSEMBLY WITH TILTED PRINTHEADS	148137
K002135	Eastman Kodak Company	US		15/338,576	10/31/2016		F	METHOD FOR FORMING A THIN-FILM TRANSISTOR	148140

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REEL: 005918 FRAME: 0809

**Schedule B**



Schedule B to IP Security Agreement - U.S. Security Agreement - Trademark Applications

<u>Reg. Owner</u>	<u>Country/Jurisd.</u>	<u>Mark (Profile Name)</u>	<u>Application No.</u>	<u>App. Date</u>	<u>Registration #</u>	<u>Reg. Date</u>	<u>TM ID</u>	<u>Status</u>
Eastman Kodak Co.	United States of America (USA)	EKTACHROME	87169870	9/13/2016			44185	Pending Application
Eastman Kodak Co.	United States of America (USA)	EKTRA	87193100	10/4/2016			44190	Pending Application
Eastman Kodak Co.	United States of America (USA)	KODACHROME	87169813	9/13/2016			44184	Pending Application

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REEL: 005918 FRAME: 0811

**Schedule C**

**None**