

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467127

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eastman Kodak Company		03/15/2018	Corporation: NEW JERSEY
Far East Development Ltd.		03/15/2018	Corporation: DELAWARE
FPC Inc.		03/15/2018	Corporation: CALIFORNIA
Kodak (Near East), Inc.		03/15/2018	Corporation: NEW YORK
Kodak Americas, Ltd.		03/15/2018	Corporation: NEW YORK
Kodak Realty, Inc.		03/15/2018	Corporation: NEW YORK
Laser-Pacific Media Corporation		03/15/2018	Corporation: DELAWARE
Qualex Inc.		03/15/2018	Corporation: DELAWARE
Kodak Philippines, Ltd.		03/15/2018	Corporation:
NPEC Inc.		03/15/2018	Corporation:

RECEIVING PARTY DATA

Name:	Bank of America N.A.
Street Address:	225 Franklin Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87708555	K 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: 585-724-7757

Email: dianne.harrington@kodak.com

Correspondent Name: Dianne Harrington

Address Line 1: 343 State Street

Address Line 4: Rochester, NEW YORK 14650

OP \$40.00 87708555

NAME OF SUBMITTER:	Dianne G. Harrington
SIGNATURE:	/diannegharrington/
DATE SIGNED:	03/26/2018
Total Attachments: 10 source=IP Security Agreement - Bank of America 3.15.18#page1.tif source=IP Security Agreement - Bank of America 3.15.18#page2.tif source=IP Security Agreement - Bank of America 3.15.18#page3.tif source=IP Security Agreement - Bank of America 3.15.18#page4.tif source=IP Security Agreement - Bank of America 3.15.18#page5.tif source=IP Security Agreement - Bank of America 3.15.18#page6.tif source=IP Security Agreement - Bank of America 3.15.18#page7.tif source=IP Security Agreement - Bank of America 3.15.18#page8.tif source=IP Security Agreement - Bank of America 3.15.18#page9.tif source=IP Security Agreement - Bank of America 3.15.18#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 March 15, 2018, 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	Status	Title
93218	Eastman Kodak Company	US		15/881,872	1/29/2018	F	DEPOSITION SYSTEM AND METHOD USING A DELIVERY HEAD SEPARATED FROM A SUBSTRATE BY GAS PRESSURE
K001517	Eastman Kodak Company	US		15/859,807	1/2/2018	F	LIGHT BLOCKING ARTICLES HAVING OPACIFYING LAYERS
K001988	Eastman Kodak Company	US		15/880,830	1/26/2018	F	COPPER-CONTAINING ARTICLES
K002084	Eastman Kodak Company	US		15/838,689	12/12/2017	F	ELECTRONIC ELEMENT WITH EMBEDDED INFORMATION
K002085	Eastman Kodak Company	WO		PCT/US18/19810	2/27/2018	F	SILVER-CONTAINING COMPOSITIONS CONTAINING CELLULOSIC POLYMERS AND USES
K002120	Eastman Kodak Company	US		15/887,080	2/2/2018	F	CHARACTERIZING CROSS-TRACK SPACING VARIATIONS IN ELECTROPHOTOGRAPHIC PRINTER
K002122	Eastman Kodak Company	WO		PCT/US17/61901	11/16/2017	F	LITHOGRAPHIC PRINTING PLATE PRECURSOR AND USE
K002125	Eastman Kodak Company	WO		PCT/US17/61699	11/15/2017	F	SILVER ION a-OXY CARBOXYLATE-OXIME COMPLEXES
K002125	Eastman Kodak Company	TW		106141263	11/28/2017	F	SILVER ION a-OXY CARBOXYLATE-OXIME COMPLEXES
K002126	Eastman Kodak Company	WO		PCT/US18/20400	3/1/2018	F	MODULAR THIN FILM DEPOSITION SYSTEM
K002127	Eastman Kodak Company	WO		PCT/US18/20368	3/1/2018	F	DEPOSITION SYSTEM WITH VACUUM PRE-LOADED DEPOSITION HEAD
K002128	Eastman Kodak Company	WO		PCT/US18/20078	2/28/2018	F	DUAL GAS BEARING SUBSTRATE POSITIONING SYSTEM
K002129	Eastman Kodak Company	WO		PCT/US18/20090	2/28/2018	F	DEPOSITION SYSTEM WITH MOVEABLE-POSITION WEB GUIDES
K002131	Eastman Kodak Company	WO		PCT/US18/20139	2/28/2018	F	DEPOSITION SYSTEM WITH MODULAR DEPOSITION HEADS
K002137	Eastman Kodak Company	WO		PCT/US17/67769	12/21/2017	F	NEGATIVE-WORKING LITHOGRAPHIC PRINTING PLATE PRECURSOR AND USE
K002147	Eastman Kodak Company	US		15/841,459	12/14/2017	F	ELECTRICALLY-CONDUCTIVE COMPOSITIONS
K002152	Eastman Kodak Company	WO		PCT/US18/18662	2/20/2018	F	LITHOGRAPHIC PRINTING PLATE PRECURSORS AND METHOD OF USE
K002163	Eastman Kodak Company	US		15/841,483	12/14/2017	F	SILVER-CONTAINING ELECTRICALLY-CONDUCTIVE COMPOSITIONS
K002164	Eastman Kodak Company	US		15/841,519	12/14/2017	F	PIEZOELECTRIC COMPOSITE ARTICLES

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REEL: 006299 FRAME: 0707

Schedule A to IP Security Agreement - U.S. Security Agreement - Patent Delta List

Docket	Current Owner	Ctry	Patent Number	Appin No	Appin Date	Status	Title
K002189	Eastman Kodak Company	US		15/831,955	12/5/2017	F	CONTROLLING WAVEFORMS TO REDUCE CROSS-TALK BETWEEN INKJET NOZZLES
K002202	Eastman Kodak Company	US		15/806,469	11/8/2017	F	METHOD OF MAKING SILVER-CONTAINING DISPERSIONS
K002204	Eastman Kodak Company	US		15/860,716	1/3/2018	F	METHOD FOR PROVIDING TEXTURED, POROUS POLYMERIC FILMS
K002207	Eastman Kodak Company	US		15/838,716	12/12/2017	F	EMBEDDING INFORMATION IN AN ELECTRONIC ELEMENT
K002208	Eastman Kodak Company	US		15/838,735	12/12/2017	F	DECODING INFORMATION EMBEDDED IN AN ELECTRONIC ELEMENT
K002209	Eastman Kodak Company	US		15/841,583	12/14/2017	F	COMPOSITE ARTICLES WITH DIELECTRIC LAYER
K002210	Eastman Kodak Company	US		15/841,610	12/14/2017	F	PIEZOELECTRIC ARTICLE WITH DIELECTRIC LAYER AND CO-PLANAR ELECTRODES
K002211	Eastman Kodak Company	US		15/841,628	12/14/2017	F	COMPOSITE ARTICLE WITH CO-PLANAR ELECTRODES
K002212	Eastman Kodak Company	US		15/841,655	12/14/2017	F	PIEZOELECTRIC CAPACITOR
K002213	Eastman Kodak Company	US		15/841,677	12/14/2017	F	PIEZOELECTRIC CAPACITOR WITH CO-PLANAR PATTERNED ELECTRODES
K002214	Eastman Kodak Company	US		15/841,706	12/14/2017	F	KINETIC PIEZOELECTRIC CAPACITOR WITH CO-PLANAR PATTERNED ELECTRODES
K002215	Eastman Kodak Company	US		15/841,731	12/14/2017	F	INERTIAL PIEZOELECTRIC CAPACITOR WITH CO-PLANAR PATTERNED ELECTRODES
K002216	Eastman Kodak Company	US		15/841,761	12/14/2017	F	KINETIC PIEZOELECTRIC DEVICE
K002217	Eastman Kodak Company	US		15/841,796	12/14/2017	F	INERTIAL PIEZOELECTRIC DEVICE
K002218	Eastman Kodak Company	US		15/841,827	12/14/2017	F	METHOD FOR PROVIDING PIEZOELECTRIC DEVICES
K002220	Eastman Kodak Company	US		15/898,309	2/16/2018	F	MASK ELEMENT PRECURSOR AND RELIEF IMAGE-FORMING SYSTEM
K002221	Eastman Kodak Company	US		15/846,561	12/19/2017	F	THIN-FILM OPTICAL DEVICE WITH VARYING LAYER COMPOSITION
K002222	Eastman Kodak Company	US		15/806,487	11/8/2017	F	SILVER AND COPPER NANOPARTICLE COMPOSITES
K002223	Eastman Kodak Company	US		15/864,229	1/8/2018	F	METHOD FOR FABRICATING A CHARGING DEVICE

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Schedule A to IP Security Agreement - U.S. Security Agreement - Patent Delta List

Docket	Current Owner	Ctry	Patent Number	Appln No	Appln Date	Status	Title
K002225	Eastman Kodak Company	US		15/861,781	1/4/2018	F	REDUCED FLOW RATE PROCESSING SYSTEM FOR FLEXOGRAPHIC PRINTING PLATES
K002226	Eastman Kodak Company	US		15/898,391	2/16/2018	F	RELIEF IMAGE-FORMING METHOD AND ASSEMBLY
K002227	Eastman Kodak Company	US		15/875,211	1/19/2018	F	IMPROVED PROCESS CONTROL SENSING OF TONER COVERAGE

Schedule B

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

Reg. Owner	Country/Jurisd.	Mark (Profile)	Application #	App. Date	Registration #	Reg. Date	TM ID	Status
Eastman Kodak Co.	United States of America (USA)	KODAK LOGO (VERTICAL)	87708555	43074			44254	Pending Application

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Schedule C

None