

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497818

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eastman Kodak Company		11/09/2018	Corporation: NEW JERSEY
Far East Development Ltd.		11/09/2018	Corporation: DELAWARE
FPC Inc.		11/09/2018	Corporation: CALIFORNIA
Kodak (Near East), Inc.		11/09/2018	Corporation: NEW YORK
Kodak Americas, Ltd.		11/09/2018	Corporation: NEW YORK
Laser-Pacific Media Corporation		11/09/2018	Corporation: DELAWARE
Qualex Inc.		11/09/2018	Corporation: DELAWARE
Kodak Philippines, Ltd.		11/09/2018	Corporation:
NPEC Inc.		11/09/2018	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:	88087009	KODALUX

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

NAME OF SUBMITTER:	Dianne G. Harrington
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SIGNATURE:	/diannegharrington/
DATE SIGNED:	11/12/2018
Total Attachments: 9 source=IP Security Agreement - Bank of America 11.9.18#page1.tif source=IP Security Agreement - Bank of America 11.9.18#page2.tif source=IP Security Agreement - Bank of America 11.9.18#page3.tif source=IP Security Agreement - Bank of America 11.9.18#page4.tif source=IP Security Agreement - Bank of America 11.9.18#page5.tif source=IP Security Agreement - Bank of America 11.9.18#page6.tif source=IP Security Agreement - Bank of America 11.9.18#page7.tif source=IP Security Agreement - Bank of America 11.9.18#page8.tif source=IP Security Agreement - Bank of America 11.9.18#page9.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, 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.
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	Appln No	Appln Date	Status	Title
K002107	Eastman Kodak Company	US	16/157,161	10/11/2018	F	PHOTOSENSITIVE REDUCIBLE SILVER ION-CONTAINING COMPOSITIONS
K002152	Eastman Kodak Company	US	16/122,000	9/5/2018	F	METHOD FOR MAKING LITHOGRAPHIC PRINTING PLATES
K002177	Eastman Kodak Company	WO	PCT/US18/53251	9/28/2018	F	AQUEOUS INKJET INK COMPOSITIONS AND INK SETS
K002182	Eastman Kodak Company	WO	PCT/US18/52106	9/21/2018	F	TRANSPARENT ANTENNA
K002183	Eastman Kodak Company	WO	PCT/US18/50367	9/11/2018	F	SILVER-CONTAINING NON-AQUEOUS COMPOSITION CONTAINING CELLULOSIC POLYMERS
K002191	Eastman Kodak Company	WO	PCT/US18/50353	9/11/2018	F	METHOD OF MAKING SILVER-CONTAINING DISPERSIONS WITH NITROGENOUS BASES
K002221	Eastman Kodak Company	US	16/150,318	10/3/2018	F	PROCESS FOR FORMING POSITIONALLY-GRADED THIN FILMS
K002221	Eastman Kodak Company	US	16/150,325	10/3/2018	F	SYSTEM FOR FORMING POSITIONALLY-GRADED THIN FILMS
K002231	Eastman Kodak Company	US	16/153,899	10/8/2018	F	FUSER STRIPPING MECHANISM WITH BEVELED TIP
K002232	Eastman Kodak Company	US	16/131,329	9/14/2018	F	OPACIFYING ARTICLES
K002238	Eastman Kodak Company	US	16/131,351	9/14/2018	F	METHOD OF MAKING OPACIFYING ARTICLES
K002241	Eastman Kodak Company	US	16/106,033	8/21/2018	F	AQUEOUS PRE-TREATMENT COMPOSITIONS FOR INKJET PRINTING
K002242	Eastman Kodak Company	US	16/106,051	8/21/2018	F	DOUBLE-SIDED ELECTRODYNAMIC SCREEN FILMS
K002243	Eastman Kodak Company	US	16/106,059	8/21/2018	F	OPEN ELECTRODES FOR IN-PLANE FIELD GENERATION
K002245	Eastman Kodak Company	US	16/171,432	10/26/2018	F	AQUEOUS INKJET INK AND INK SETS
K002252	Eastman Kodak Company	US	16/171,446	10/26/2018	F	AQUEOUS FLUID SETS FOR INKJET PRINTING METHODS
K002253	Eastman Kodak Company	US	16/171,455	10/26/2018	F	METHODS OF INKJET PRINTING
K002254	Eastman Kodak Company	US	16/137,676	9/21/2018	F	LITHOGRAPHIC PRINTING PLATE PRECURSOR AND COLOR-FORMING COMPOSITION
K002257	Eastman Kodak Company	US	16/106,038	8/21/2018	F	INKJET RECEIVING MEDIA

TRADEMARK

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

Docket	Current Owner	Ctry	AppIn No	AppIn Date	Status	Title
K002258	Eastman Kodak Company	US	16/106,040	8/21/2018	F	METHOD FOR PROVIDING INKJET RECEIVING MEDIA
K002259	Eastman Kodak Company	US	16/106,045	8/21/2018	F	METHOD FOR INKJET PRINTING AND PRINTED ARTICLE
K002261	Eastman Kodak Company	US	16/106,062	8/21/2018	F	FABRICATING DOUBLE-SIDED ELECTRODYNAMIC SCREEN FILMS
K002269	Eastman Kodak Company	US	16/153,915	10/8/2018	F	USER STRIPPING MECHANISM WITH PROTRUSION

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)	KODALUX	88087009	8/21/2018			44308	Pending Application

Schedule C

None