



101658269

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Polaroid Corporation

- Individual(s)
  - General Partnership
  - Corporation-State
  - Other
- Association
  - Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 21, 2001

2. Name and address of receiving party(ies)

Name: Morgan Guaranty Trust Company  
of New York

Internal Address: 60 Wall Street

Street Address: 60 Wall Street

City: New York State: NY ZIP: 10260

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

see attached Schedule I

B. Trademark Registration No.(s)

see attached Schedule I

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jackie Lee

Internal Address: Access Information  
Services

Street Address: 1733 Western Avenue

City: Albany State: NY ZIP: 12203

6. Total number of applications and registrations involved: 41

7. Total fee (37 CFR 3.41).....\$ 3540.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

04/09/2001 DBYRNE 00000105 2092054

DO NOT USE THIS SPACE

01 FC:481 40.00 OP  
02 ~~FC:481~~ 3500.00 OP

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jackie Lee  
Name of Person Signing

Jackie Lee  
Signature

04/05/01  
Date

Total number of pages including cover sheet, attachments, and document: 20

RECEIVED  
2001 APR -9  
ASSIGNMENT SERVICES  
DIVISION

**POLAROID CORPORATION  
UNITED STATES REGISTERED\* TRADEMARKS**

4 BLOCKS DESIGN	2092054	8/26/97	8/26/07	2,9
PIXELS WITH SILHOUETTE AND DESIGN	1889744	4/18/95	4/18/05	9
COLOR BARS DESIGN	1607309	7/24/90	7/24/00	1
COLOR CURVE DESIGN II	1248211	8/16/83	8/16/03	9
COLOR CURVE DESIGN	1257236	11/15/83	11/15/03	1,9
COLOR CURVE DESIGN	1002651	1/28/75	1/28/05	9
OVERLAPPING CIRCLES	0588351	4/13/54	4/13/04	1,9
OVERLAPPING CIRCLES	0607264	6/14/55	6/14/05	1,16,9
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OVERLAPPING CIRCLES	0404869	12/28/43	12/28/03	17
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DATAESCUE	1395241	5/27/86	5/27/06	40
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POLACOLOR	0739042	10/09/62	10/09/02	16
POLACOLOR	0732138	5/29/62	5/29/02	1
POLAGRAM	1154871	5/19/81	5/19/01	16
POLAGRAPH	1258103	11/22/83	11/22/03	1
POLAPAN	0619487	11/17/56	11/17/06	1
POLAPRESS	1172878	10/13/81	10/13/01	7
POLAPRINTER	1207056	9/07/82	9/07/02	9
POLAPROOF	1208347	9/14/82	9/14/02	17
POLAPULSE	2167418	6/23/98	6/23/08	11
POLAPULSE	1164486	8/11/81	8/11/01	9
POLAPULSE	0998091	11/12/74	11/12/04	9
POLAROID (AND PIXEL DESIGN)	2374526	8/08/00	8/08/10	9
POLAROID (AND DESIGN)	1872147	1/10/95	1/10/05	1
POLAROID	1497361	7/26/88	7/26/08	3
POLAROID	1522099	1/24/89	1/24/09	37
POLAROID	1328262	4/02/85	4/02/95	9
POLAROID	1308782	12/11/84	12/11/04	9
POLAROID	1264066	1/17/84	1/17/04	9
POLAROID	1256743	11/08/83	11/08/03	9
POLAROID	1258101	11/22/83	11/22/03	1
POLAROID	0894087	7/07/70	7/07/10	7
POLAROID	0689866	12/15/59	12/15/09	9
POLAROID	0936840	6/27/72	6/27/02	37
POLAROID	0925499	12/14/71	12/14/01	9
POLAROID	0911868	6/08/71	6/08/01	17
POLAROID	0908682	2/23/71	2/23/01	5, 10
POLAROID	0741953	12/11/62	12/11/02	14
POLAROID	0737706	9/18/62	9/18/02	1
POLAROID	0730072	4/17/62	4/17/02	9, 16
POLAROID	0670594	12/02/58	12/02/08	9
POLAROID	0608297	7/05/55	7/05/05	9
POLAROID	0588350	4/13/54	4/13/04	9

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UNITED STATES REGISTERED\* TRADEMARKS**

POLAROID	0579986	9/15/53	9/15/03	16
POLAROID	0607263	6/14/55	6/15/05	1, 9, 16
POLAROID	0540179	3/27/51	3/27/01	17
POLAROID	0422100	7/02/46	7/02/06	9
POLAROID	0426802	1/14/47	1/14/07	16
POLAROID	0423776	9/10/46	9/10/06	1
POLAROID	0399122	12/15/42	12/15/02	2
POLAROID	0399329	12/29/42	12/29/02	9
POLAROID	0388722	7/08/41	7/08/01	9
POLAROID	0394030	3/17/42	3/17/02	17
POLAROID	0388047	6/10/41	6/10/01	9
POLAROID	0388251	6/17/41	6/17/01	21
POLAROID	0388721	7/08/41	7/08/01	9
POLAROID COLORCARD	2166064	6/16/98	6/16/08	9
POLAROID COLORSHOT	2232868	3/16/99	3/15/09	1, 9
POLAROID DRY COAT	2146054	3/24/98	3/24/08	17
POLAROID DRYJET	2118261	12/02/97	12/02/07	9
POLAROID EDUCATION PROGRAM (AND DESIGN)	1612048	9/04/90	9/04/10	16
POLAROID EDUCATION PROGRAM TALK	1611236	8/28/90	8/28/10	16
POLAROID GELCAM	2159501	5/19/98	5/19/08	9
POLAROID HIGHDEFINITION	2295786	11/30/99	11/30/09	1

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**POLAROID CORPORATION  
UNITED STATES REGISTERED\* TRADEMARKS**

POLAROID MACRO	2398255	10/24/00	10/24/10	9
POLAROID MAKE A PRINT	2254081	6/15/99	6/15/09	9
POLAROID MICROCAM	1832641	4/26/94	4/26/04	9
POLAROID PHOTOMAX	2166500	6/16/98	6/18/08	9
POLAROID PHOTOPAD	2036164	2/04/97	2/04/07	9
POLAROID PICTUREPRO	2192637	9/29/98	9/28/08	9
POLAROID QUICKBADGE	2310483	1/25/00	1/25/10	9
POLAROID REPLICAS HIGHEST QUALITY REPRODUCTIONS OF FINE ART	1325753	3/19/85	3/19/05	16
POLAROID SILHOUETTE	2000340	9/10/96	9/10/06	9
POLAROID SPECTRA	1454782	9/01/87	9/01/07	1
POLAROID SPECTRA	1454937	9/01/87	9/01/07	9
POLAROID SPECTRA HIGHDEFINITION	1738881	12/08/92	12/08/02	1
POLASCAN	1924531	10/03/95	10/03/05	9
POLASECURE	1167287	9/01/81	9/01/01	17
POLASHARP	2036124	2/04/97	2/04/07	9
POLATHANE XPE SYSTEM	1287516	7/31/84	7/31/04	1
POLAVIEW	1922861	9/26/95	9/26/05	9

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**POLAROID CORPORATION  
UNITED STATES REGISTERED\* TRADEMARKS**

POWER BURST	2354071	5/30/00	5/30/10	9
PRINT TO PRESS	2053198	4/15/97	4/15/07	9
PROVIVID	2001919	9/17/96	9/17/06	1
SIDEKICK	1832053	4/18/94	4/18/04	9
SPECTRA	1454936	9/01/87	9/01/07	9
SPICECAM	2251823	6/08/99	6/08/09	9
SUN	1238084	5/17/83	5/17/03	9
SUPERCOLOR	2353090	5/30/00	5/30/10	9
SX-70	1236138	5/03/83	5/03/03	9
SX-70	1020407	9/16/75	9/16/05	9
SX-70	0997013	10/29/74	10/19/04	1
TEAM METRICS	2037452	2/11/97	2/11/07	41
THE POLAROID MUSEUM REPLICA COLLECTION	1250710	9/06/83	9/06/03	42
TIME ZERO	1140142	10/07/80	10/07/00	1
XOOR (DESIGN)	2139491	2/24/98	2/24/08	9
[X]OOR	2185867	9/01/98	9/01/08	9

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**POLAROID CORPORATION**  
**UNITED STATES USE BASED TRADEMARK APPLICATIONS**

SPECTRA	76/216,349	2/26/01	1
POLAROID 500	76/211,254	2/15/01	1
PEP TALK	76/115,559	8/23/00	16
MAX THE BIRD Design	76/110,459	8/16/00	9
WRITE ON	75/451,683	3/17/98	1
POLAROID (AND PIXEL DESIGN)	75/615,861	1/5/99	1
POLAROID	75/980,183	10/29/97	9
POLAPROOF	75/816,832	10/6/99	7,9,16



**TRADEMARK SECURITY AGREEMENT**

**(Trademarks, Trademark Registrations, Trademark  
Applications and Trademark Licenses)**

WHEREAS, Polaroid Corporation, a Delaware corporation (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Polaroid Corporation, the Lenders party thereto, Morgan Guaranty Trust Company of New York, as Administrative Agent and Collateral Agent, and Fleet National Bank (formerly known as BankBoston, N.A.), as Co-Agent, are parties to an Amended and Restated Credit Agreement dated as of December 11, 1998 (as amended and waived from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) an Amended and Restated Security Agreement dated as of March 21, 2001 (as amended and/or supplemented from time to time, the "**Security Agreement**") among Polaroid Corporation, the Guarantors party thereto and Morgan Guaranty Trust Company of New York, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other collateral documents (including this Trademark Security Agreement), the Lien Grantor has granted and/or is granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below), to secure the Lien Grantor's Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Lien Grantor's Secured Obligations (as defined in the Security Agreement), a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each registered Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement), except for intercompany Trademark Licenses, to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or

otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 21<sup>st</sup> day of March, 2001

POLAROID CORPORATION]

By: Carl L. Lueders  
Name: Carl L. Lueders  
Title: Vice President, Acting Chief  
Financial Officer

Acknowledged:

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,  
as Collateral Agent

By: Joseph F. Murphy  
Name: Joseph F. Murphy  
Title: Vice President

STATE OF MASSACHUSETTS )  
 ) ss.:  
COUNTY OF MIDDLESEX )

I, Erin M. Whealan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Carl L. Lueders, Vice President and Acting Chief Financial Officer of Polaroid Corporation (the “**Company**”), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President and Acting Chief Financial Officer, appeared before me this day in person and acknowledged that he signed, executed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 21st day of March, 2001.

[Seal]



Signature of notary public Erin M. Whealan  
My Commission expires \_\_\_\_\_ NOTARY PUBLIC  
My commission expires Aug. 13, 2006

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POLAROID	0908682	2/23/71	2/23/01	5, 10
POLAROID	0741953	12/11/62	12/11/02	14
POLAROID	0737706	9/18/62	9/18/02	1
POLAROID	0730072	4/17/62	4/17/02	9, 16
POLAROID	0670594	12/02/58	12/02/08	9
POLAROID	0608297	7/05/55	7/05/05	9
POLAROID	0588350	4/13/54	4/13/04	9

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**POLAROID CORPORATION  
UNITED STATES REGISTERED\* TRADEMARKS**

Mark	Registration No.	Registration Date	Renewal Date	Class
POLAROID	0579986	9/15/53	9/15/03	16
POLAROID	0607263	6/14/55	6/15/05	1, 9, 16
POLAROID	0540179	3/27/51	3/27/01	17
POLAROID	0422100	7/02/46	7/02/06	9
POLAROID	0426802	1/14/47	1/14/07	16
POLAROID	0423776	9/10/46	9/10/06	1
POLAROID	0399122	12/15/42	12/15/02	2
POLAROID	0399329	12/29/42	12/29/02	9
POLAROID	0388722	7/08/41	7/08/01	9
POLAROID	0394030	3/17/42	3/17/02	17
POLAROID	0388047	6/10/41	6/10/01	9
POLAROID	0388251	6/17/41	6/17/01	21
POLAROID	0388721	7/08/41	7/08/01	9
POLAROID COLORCARD	2166064	6/16/98	6/16/08	9
POLAROID COLORSHOT	2232868	3/16/99	3/15/09	1, 9
POLAROID DRY COAT	2146054	3/24/98	3/24/08	17
POLAROID DRYJET	2118261	12/02/97	12/02/07	9
POLAROID EDUCATION PROGRAM (AND DESIGN)	1612048	9/04/90	9/04/10	16
POLAROID EDUCATION PROGRAM TALK	1611236	8/28/90	8/28/10	16
POLAROID GELCAM	2159501	5/19/98	5/19/08	9
POLAROID HIGHDEFINITION	2295786	11/30/99	11/30/09	1

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**POLAROID CORPORATION  
UNITED STATES REGISTERED\* TRADEMARKS**

Mark	Registration No.	Registration Date	Renewal Date	Class
POLAROID MACRO	2398255	10/24/00	10/24/10	9
POLAROID MAKE A PRINT	2254081	6/15/99	6/15/09	9
POLAROID MICROCAM	1832641	4/26/94	4/26/04	9
POLAROID PHOTOMAX	2166500	6/16/98	6/18/08	9
POLAROID PHOTOPAD	2036164	2/04/97	2/04/07	9
POLAROID PICTUREPRO	2192637	9/29/98	9/28/08	9
POLAROID QUICKBADGE	2310483	1/25/00	1/25/10	9
POLAROID REPLICAS HIGHEST QUALITY REPRODUCTIONS OF FINE ART	1325753	3/19/85	3/19/05	16
POLAROID SILHOUETTE	2000340	9/10/96	9/10/06	9
POLAROID SPECTRA	1454782	9/01/87	9/01/07	1
POLAROID SPECTRA	1454937	9/01/87	9/01/07	9
POLAROID SPECTRA HIGHDEFINITION	1738881	12/08/92	12/08/02	1
POLASCAN	1924531	10/03/95	10/03/05	9
POLASECURE	1167287	9/01/81	9/01/01	17
POLASHARP	2036124	2/04/97	2/04/07	9
POLATHANE XPE SYSTEM	1287516	7/31/84	7/31/04	1
POLAVIEW	1922861	9/26/95	9/26/05	9

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**POLAROID CORPORATION  
UNITED STATES REGISTERED\* TRADEMARKS**

Mark	Registration No.	Registration Date	Renewal Date	Class
POWER BURST	2354071	5/30/00	5/30/10	9
PRINT TO PRESS	2053198	4/15/97	4/15/07	9
PROVIVID	2001919	9/17/96	9/17/06	1
SIDEKICK	1832053	4/18/94	4/18/04	9
SPECTRA	1454936	9/01/87	9/01/07	9
SPICECAM	2251823	6/08/99	6/08/09	9
SUN	1238084	5/17/83	5/17/03	9
SUPERCOLOR	2353090	5/30/00	5/30/10	9
SX-70	1236138	5/03/83	5/03/03	9
SX-70	1020407	9/16/75	9/16/05	9
SX-70	0997013	10/29/74	10/19/04	1
TEAM METRICS	2037452	2/11/97	2/11/07	41
THE POLAROID MUSEUM REPLICA COLLECTION	1250710	9/06/83	9/06/03	42
TIME ZERO	1140142	10/07/80	10/07/00	1
XOOR (DESIGN)	2139491	2/24/98	2/24/08	9
[X]OOR	2185867	9/01/98	9/01/08	9

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**POLAROID CORPORATION**  
**UNITED STATES USE BASED TRADEMARK APPLICATIONS**

Mark	Serial No.	Filing Date	Class
SPECTRA	76/216,349	2/26/01	1
POLAROID 500	76/211,254	2/15/01	1
PEP TALK	76/115,559	8/23/00	16
MAX THE BIRD Design	76/110,459	8/16/00	9
WRITE ON	75/451,683	3/17/98	1
POLAROID (AND PIXEL DESIGN)	75/615,861	1/5/99	1
POLAROID	75/980,183	10/29/97	9
POLAPROOF	75/816,832	10/6/99	7,9,16

**POLAROID CORPORATION  
UNITED STATES USE BASED TRADEMARK APPLICATIONS**

**SCHEDULE OF LICENSE AGREEMENTS TO BE PROVIDED.**