



101736980

To the Honorable Commissioner of Patents and Trademarks

Send 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 Supplemental Security Agreement
- Merger
- Change of Name

Execution Date: 5-3-01

2. Name and address of receiving party(ies)

Name: Morgan Guaranty Trust Company
of New York

Internal Address: _____

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: 1773 Western Avenue

City: Albany State: NY ZIP: 12203

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

9. Statement and signature.

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.

Gillian R. Green
Name of Person Signing

Gillian R. Green
Signature

5/7/01
Date

Total number of pages including cover sheet, attachments, and document: 9

TRADEMARK LICENSE AGREEMENTS

Parties (Licensor/Licensee)	Date of Agreement	Trademark Number
Polaroid/Xirlink, Inc.	4/2/01	76/109,084
Polaroid/Colorbok, LLC	8/00	76/109,084
Popshots, Inc./Polaroid	7/31/98	1,517,173 1,526,863 1,189,652

**SUPPLEMENTAL
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 3rd day of May, 2001

POLAROID CORPORATION]

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

Acknowledged:

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
as Collateral Agent

By: 
Name: Kimberly L. Turner
Title: Vice President

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

I, Janice Neville, 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 3rd day of May, 2001.

[Seal]

Janice E. Neville
Signature of notary public
My Commission expires July 5, 2007

**POLAROID CORPORATION
U.S. TRADEMARK REGISTRATIONS
TRADEMARK LICENSES
(Excluding Intercompany Trademark Licenses)**

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
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SEE ATTACHED SCHEDULE

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