

5-8-03 R

05-14-2003



Tab settings

102447890

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 (formerly known as OEP Imaging Operating Corporation)

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

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

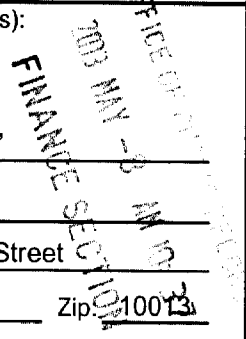
3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution date: July 29, 2002

2. Name and address of receiving party(ies):
Name: _____
Citicorp USA, Inc. as "Agent"
Internal Address: _____
Street Address: 388 Greenwich Street
City: New York State: NY Zip: 10013

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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 registration number(s):

A. Trademark Application No.(s) See Schedule I
B. Trademark Registration No.(s) See Schedule I

Additional number(s) attached Yes No

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

Name: Dale Nissenbaum
Internal Address: Weil, Gotshal & Manges, LLP
Street Address: 767 5th Avenue
City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 26

7. Total fee (37 CFR 3.41): \$ 665.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 23-0800
(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.

Phyllis Eremitaggo Phyllis Eremitaggo May 8, 2003
Name of Person Signing Signature Date

05/13/2003 TBIAZ1 00000022 230000 78220344

Total number of pages including cover sheet, attachments, and document: 26

01 FC:4521 40.00 CH
02 FC:0522 625.00 CH

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

SCHEDULE I

POLAROID CORPORATION US TRADEMARK APPLICATIONS

Trademark Name	Application No.
POLAROID	78/220,348
POLAROID DIGITAL INSTANT	76/002,243
POLAROID FASTLANE	78/150,243
POLAROID INSTANT DIGITAL	75/934,177
POLAROID I-ZONE (AND DESIGN)	78/224,207
POLAROID I-ZONE (AND DESIGN)	78/220,365
POLAROID I-ZONE (AND DESIGN)	78/061,997
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POLAROID I-ZONE (AND DESIGN)	76/191,801
POLAROID I-ZONE (AND DESIGN)	76/109,084
POLAROID MERLIN	76/056,865
POLAROID ONE	78/153,139
POLAROID SPEEDLANE	78/188,912

**POLAROID CORPORATION
US TRADEMARK REGISTRATIONS**

Trademark Name	Registration No.
POLAROID	2582528
POLAROID	2445280
POLAROID	1497361
POLAROID	1522099
POLAROID	1328262
POLAROID	1308782
POLAROID	1264066
POLAROID	1256743
POLAROID	1258101
POLAROID	0737706
POLAROID	0730072
POLAROID	0911868
POLAROID	0908682
POLAROID	0894087
POLAROID	0741953
POLAROID	0689866
POLAROID	0670594
POLAROID	0608297
POLAROID	0588350
POLAROID	0579986
POLAROID	0607263

**POLAROID CORPORATION
US TRADEMARK REGISTRATIONS**

Trademark Name	Registration No.
POLAROID	0540179
POLAROID	0422100
POLAROID	0426802
POLAROID	0423776
POLAROID	0399122
POLAROID	0399329
POLAROID (AND PIXEL DESIGN)	2625358
POLAROID (AND PIXEL DESIGN)	2445278
POLAROID (AND PIXEL DESIGN)	2374526
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POLAROID DRYJET	2118261
POLAROID EDUCATION PROGRAM	1612048
POLAROID EDUCATION PROGRAM TALK	1611236
POLAROID GELCAM	2159501
POLAROID HIGHDEFINITION	2295786
POLAROID I-ZONE (AND DESIGN)	2567805
POLAROID MACRO	2398255
POLAROID MAKE A PRINT	2254081

**POLAROID CORPORATION
US TRADEMARK REGISTRATIONS**

Trademark Name	Registration No.
POLAROID MICROCAM	1832641
POLAROID PHOTOMAX	2166500
POLAROID PHOTOPAD	2036164
POLAROID PICTUREPRO	2192637
POLAROID QUICKBADGE	2310483
POLAROID REPLICAS HIGHEST QUALITY REPRODUCTIONS OF FINE ART	1325753
POLAROID SILHOUETTE	2000340
POLAROID SPECTRA	1454782
POLAROID SPECTRA	1454937
POLAROID SPECTRA HIGHDEFINITION	1738881
THE POLAROID MUSEUM REPLICA COLLECTION	1250710

TRADEMARK SECURITY AGREEMENT, dated as of July 29, 2002, by *OEP Imaging Operating Corporation (to be renamed Polaroid Corporation)* (the "**Company**") and each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to Section 7.10 (*Additional Grantors*) of the Security Agreement referred to below (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of Citicorp USA, Inc. ("**CUSA**"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "**Administrative Agent**").

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of July 29, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among, *inter alios*, OEP Imaging Corporation (to be renamed Polaroid Holding Corporation), OEP Imaging Operating Corporation (to be renamed Polaroid Corporation), the Borrowers party thereto, the Lenders and Issuers party thereto, CUSA, as domestic administrative agent for the Lenders and Issuers, and Bank of America, N.A., as foreign administrative agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "**Security Agreement**") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing valid and perfected lien on and security interest in and to, whether now owned or hereafter acquired, any and all right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademark Collateral**");

all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

all reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

to the extent not otherwise included, all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

provided, however, that the foregoing grant of a security interest shall not include a security interest in any Trademark License of a Grantor (each such Trademark License of such Grantor discussed in this proviso being hereinafter referred to as "Excluded Property") if the granting of a security interest therein by such Grantor to the Administrative Agent is prohibited by any Requirement of Law or by the terms and provisions of the written agreement, document or instrument creating or evidencing such Excluded Property or rights related thereto and provided, further, that if and when the prohibition which prevents the granting by such Grantor to the Administrative Agent of a security interest in such Excluded Property is removed or otherwise terminated, the Administrative Agent will be deemed to have, and at all times from and after the date hereof to have had, a security interest in such Excluded Property, as the case may be, and that, notwithstanding anything set forth herein to the contrary, the Administrative Agent will be deemed to have, and at all times from and after the date hereof to have had, a security interest in the proceeds of such Excluded Property.

Section 3. Conditional Assignment of Trademarks.

In addition, each Grantor hereby authorizes the Administrative Agent to complete as assignee, execute pursuant to the appointment as attorney-in-fact under Section 6.1 of the Security Agreement, and record with the United States Patent and Trademark Office and in any other applicable public office or agency of the United States, any state or territory thereof, or any other country, a document in substantially the form of *Exhibit A* (the "Assignment of Marks"), upon the occurrence and during the continuance of an Event of Default and the proper exercise of Administrative Agent's remedies under the Credit Agreement (including any required notice under the Orders) and this Trademark Security Agreement.

Notwithstanding any of the foregoing, so long as no Event of Default has occurred and is continuing, and except as otherwise provided in the Credit Agreement and this Trademark Security Agreement, each Grantor shall be permitted to remain in full possession, enjoyment and control of all of its right, title and interest in the Trademarks and Trademark Licenses and to manage, operate, dispose and use the same and each part thereof, in each case, except as limited by the Credit Agreement, with all the rights pertaining thereto.

Section 4. Grantors Remain Liable.

Neither the Administrative Agent nor any Secured Party shall have any obligation or liability under or with respect to any Trademark or Trademark License by reason of or arising out of this Trademark Security Agreement, the Credit Agreement, the Loan Documents, or the granting of a security interest therein or the conditional assignment thereof or the receipt by the Administrative Agent or any Lender proceeds thereof, nor shall the Administrative Agent be required or obligated in any manner to perform or fulfill any of the obligations of Grantor under or pursuant to any Trademark or Trademark License, or to make any payment, or to make any inquiry as to the nature of the sufficiency of any payment received by it or the sufficiency of any performance by any party under any Trademark License, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amount that may have been assigned to it or to which it may be entitled to at any time or times.

Section 5. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

OEP IMAGING OPERATING CORPORATION,
as Grantor

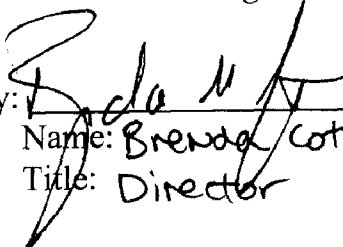
By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Administrative Agent

By:  _____
Name: Brenda Cotsen
Title: Director

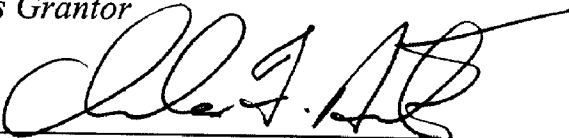
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 002731 FRAME: 0288

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

OEP IMAGING OPERATING CORPORATION,
as Grantor

By: 

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Administrative Agent

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 002731 FRAME: 0289

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.

On this 29 day of JULY, 2002 before me personally appeared CHARLES F. ANSTER, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CFP Insurance who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Gabrielle M. Kissane
Notary Public
GABRIELLE M. KISSANE
NOTARY PUBLIC, State of New York
No. 01KI5047168
Qualified in Queens County
Commission Expires July 31, 2007

SCHEDULE I

TRADEMARK LICENSES

<u>Party (Licensee)</u>	<u>Beginning - End Term</u>	<u>Description of Agreement</u>
Agfa	August 2001 August 2004 (3 year term)	*35 MM Film (US), 110MM, 120MM, APS *APS Film; US, Canada, Mexico, & Puerto Rico
Agfa	March, 2002 March 2005 (3 year term)	*35 MM Film *110 MM Film *120 MM Film *APS Film; Worldwide excluding US, Canada, Mexico, Puerto Rico, Japan
Agfa	March 2002-March 2005	*35 MM Film (US) *APS Film; Worldwide excluding US, Canada, Mexico, Puerto Rico, Japan
AQC	February 2003 - February 2007 - 4 year term -- after year 1 either party can term for any reason	Toner and Toner Cartridges; Worldwide
Colorbok, LLC	August 1, 2001-August 1, 2003	Trademark License: Polaroid I-Zone
Concord Camera	August 21, 2002 Feb 1, 2006 (3 yr + 6 month) renewable by licensee for 3 more years to Feb 1 2009	Single Use Camera (35mm, APS, other) Accessories (camera cases and licensing neck straps); Worldwide
Concord Camera	August 21, 2002 Feb 1, 2006 (3 yr + 6 month) renewable by licensee for 3 more years to Feb 1 2009	reloadable non-instant film cameras: 35mm, Advanced Photo System, accessories (straps, cases); Worldwide

TRADEMARK LICENSES

<u>Party (Licensee)</u>	<u>Beginning - End Term</u>	<u>Description of Agreement</u>
Disk Fusion Technologies (also referred to as DFT or Media Group)	August 16, 2001 - August 16 2006 - 5 year term - renewable by licensee for 5 1-year terms if licensee applies and demonstrates sales of agreed upon amount each prior year - term to 2011	Compact Flash, Smart Media Flash, (incl flash memory cards, memory stick, etc); Worldwide
Disk Fusion Technologies (also referred to as DFT or Media Group)	July 9, 2001 ----- March 9, 2005 - 4 year term -- amended to add products, term date to December 15, 2006 (4 year term from amended date)	Optical Data Storage Media (CD, CD-R, DVD, DVD-R etc); Worldwide
Disk Fusion Technologies (also referred to as DFT or Media Group)	July 16, 2001 ----- July 16, 2004 - 3 year term	CD Burners; Worldwide
E-Tech	March 1, 2001 ----- 1 April 2002 (1 year, renewed for 3 years) 1 April, 2005 ----- June 21, 1999-June 21, 2004	Inkjet Paper; US & Canada
Hagemeyer Lifestyle Brands Pty Ltd.		Finished sunglasses for mark POLAROID, LENS BY POLAROID in Australia, New Zealand, and Papua/New Guinea, Pacific Islands of Fiji, Noumea, New Caledonia, Norfolk Island and Vanuatu; POLAROID GLAREFOIL, INKOGNITO, FURORE, BOARDERLINE -all Australia only.
Inkjet Innovations (JEAM) Lacerta Group, Inc.	July 1, 2001 ----- January 1, 2005 - 3-1/2 year term May 1, 2002 ----- May 1, 2005	Inkjet Cartridges; refill kits for inkjet cartridges; North America, South America, and Central America MP3 Players; USA
Monogram International, Inc. Mazel Company	June 29, 2001-December 31, 2003 ----- October 2001 ----- October 2006 - 5 year term	Trademark License: Polaroid I-Zone *Round Cell Batteries (AAA, AA, C, D, Photo cell, 9 volt primary and rechargeable); North America, Caribbean, Canada, and Mexico

TRADEMARK LICENSES

<u>Party (Licensee)</u>	<u>Beginning - End Term</u>	<u>Description of Agreement</u>
Mazel Company	November 2001 ----- November 2004 - 3 year term (for flashlights only), November 2006 - 5 year term (for all other products) December 18, 2001 ----- December 18, 2003	*Flashlights *Light Sets (holiday lights) *Photoboxes *Frames; North America, Caribbean, Canada & Mexico *Camcorder Batteries *Camcorder Chargers *Camcorder Accessories (Tripods, Camera Bags); USA, Canada, Mexico & Korea
North American Battery Company, Inc. (NABC)	September 1, 2002 ----- September 1, 2007 - 5 year term, renewable by licensee for 3 year term --term September 2010 June 22, 2001-June 21, 2003	DVD Players, TV-DVD Combination Units, Home Cinema Systems; USA, Canada, Guam, Puerto Rico, Mexico, Hawaii
Petters	October 4, 1994; initial term of one year, with automatic renewal annually for one year, unless either party, by 3 months written notice, advises the other party of its desire to terminate	Trademark License: Polaroid I-Zone Exclusive trademark license for assembly and sale of sunglasses in the Republic of So. Africa under the marks COLOR BARS, COLOR CURVE DESIGN, COLOR CURVE DESIGN II, LOOKERS (IN WORD AND LOGO FORM), OVERLAPPING CIRCLES, POLAROID, INKOGNITO, POLAROID AND SUN DEVICE, XOOR, XOOR POLAROID LENS TECHNOLOGY, SUN MATE AND DEVICE
Roaring Spring Blank Book Company SDM Optics (Pty) Ltd.	January 1, 2002-December 31, 2004	Finished sunglasses; China, Taiwan, Singapore, Philippines, Indonesia, Thailand, Vietnam & Malaysia; POLAROID (all of these countries); FUREORE (all of these countries except Taiwan), INKOGNITO (in China and Taiwan only); XOOR (in all of these countries).
Techray Optical Industrial Co. Ltd.	June 12, 2001 ----- June 12, 2006	*Videotapes; Worldwide except Mexico
Titron Media (Infinity)	March 21, 2001-December 31, 2003 June 2002-Oct 2005	Trademark License: Polaroid I-Zone Digital Cameras; North America
Walter Heimler WWL		

TRADEMARK LICENSES

<u>Party (Licensee)</u>	<u>Beginning - End Term</u>	<u>Description of Agreement</u>
WWL	Oct 2002-Dec 2005	Digital Cameras; Whole world except Mid East, Africa, N.S.C.America & China

EXHIBIT A
to
TRADEMARK SECURITY AGREEMENT

ASSIGNMENT OF MARKS

WHEREAS, each of the corporations identified on *Annex I* attached hereto (each, "Assignor", and collectively, "Assignors"), has adopted and used and is using the trademarks identified on Schedule A hereto as indicated therein (the "Marks"), and is the owner of the registrations and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Schedule as indicated therein; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Assignor does hereby assign, sell and transfer unto the Assignee all of its right, title and interest in and to the Marks, together with (a) the registrations of any pending registration applications for such Marks, (b) the goodwill of the business symbolized by and associated with such Marks and the registrations and pending registration applications thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilution of or damage or injury to such Marks, the registrations or pending registration applications thereof, or such associated goodwill.

This Assignment of Marks in intended to and shall take effect at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Marks below.

[signature page follows]

IN WITNESS WHEREOF, each Assignor has caused this Assignment of Marks to be executed and delivered by its duly authorized officer as of the date first set forth above.

EACH OF THE ASSIGNORS LISTED ON ANNEX I

By: _____
Name: _____
Title: _____

TRADEMARK SECURITY AGREEMENT

**SCHEDULE A
to
ASSIGNMENT OF MARKS**

[to be completed at time of assignment]

ANNEX I

POLAROID CORPORATION US TRADEMARK APPLICATIONS

Trademark Name	Application No.
POLAROID	78/220,348
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