

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Polaroid Corporation		05/12/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Acorn Capital Group, LLC
Street Address:	Two Greenwich Office Park
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 43**

Property Type	Number	Word Mark
Serial Number:	77413231	POLAROID POGO
Serial Number:	77210908	POLAROID PHOTOKEEPER
Serial Number:	77163358	POLAROID PIXIE
Serial Number:	77021642	POLAROID ACCUROUTE
Registration Number:	3406926	POLAROID SIMPLICITY
Serial Number:	78614589	POLAROID
Registration Number:	3021042	POLAROID
Registration Number:	3035848	POLAROID
Registration Number:	3035847	POLAROID
Registration Number:	3140186	POLAROID 2 GO
Registration Number:	3030717	POLAROID PICS
Registration Number:	2919167	POLAROID 2-SECOND DIGITAL PRINTS
Registration Number:	3069129	POWERED BY POLAROID
Registration Number:	3059439	POLAROID 1200

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Registration Number:	3276069	DIGITAL QUALITY, POLAROID SIMPLICITY
Registration Number:	3074270	POLAROID
Registration Number:	3112549	POLAROID
Registration Number:	2931999	POLAROID ONE
Registration Number:	2751335	POLAROID I-ZONE
Registration Number:	2531990	POLAROID 500
Registration Number:	2374526	POLAROID
Registration Number:	2470869	POLAROID
Registration Number:	2567805	POLAROID I-ZONE
Registration Number:	2625358	POLAROID
Registration Number:	2398255	POLAROID MACRO
Registration Number:	2159501	POLAROID GELCAM
Registration Number:	1611236	POLAROID EDUCATION PROGRAM TALK
Registration Number:	1612048	POLAROID EDUCATION PROGRAM
Registration Number:	1497361	POLAROID
Registration Number:	1522099	POLAROID
Registration Number:	1454782	POLAROID SPECTRA
Registration Number:	1454937	POLAROID SPECTRA
Registration Number:	0911868	POLAROID
Registration Number:	0908682	POLAROID
Registration Number:	0894087	POLAROID
Registration Number:	0737706	POLAROID
Registration Number:	0730072	POLAROID
Registration Number:	0689866	POLAROID
Registration Number:	0670594	POLAROID
Registration Number:	0588350	POLAROID
Registration Number:	0579986	POLAROID
Registration Number:	0607263	POLAROID
Registration Number:	0540179	POLAROID

**CORRESPONDENCE DATA**

Fax Number: (212)894-5663

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-940-8663

Email: nytrademark@kattenlaw.com

Correspondent Name: Simon Bock

Address Line 1: 575 Madison Avenue  
Address Line 4: New York, NEW YORK 10022-2585

ATTORNEY DOCKET NUMBER:	334839-00026
NAME OF SUBMITTER:	Simon Bock
Signature:	/sb/
Date:	05/13/2008

**Total Attachments: 5**

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## GRANT OF SECURITY INTEREST IN TRADEMARKS

This Grant of Security Interest in Trademarks, dated as of May 12, 2008, is made by and between Polaroid Corporation, a corporation organized under the laws of the State of Delaware, having a place of business at 1265 Main Street, Waltham, Massachusetts 02451 (the “**Grantor**”) and Acorn Capital Group, LLC, a limited liability company organized under the laws of the State of Delaware, having offices at Two Greenwich Office Park, Greenwich, Connecticut 06830, as collateral agent to one or more secured parties (the “**Collateral Agent**”);

WHEREAS, Grantor is the owner of the trademarks applications and registrations identified on Schedule A attached hereto (collectively the “**Trademarks**”); and

WHEREAS, Grantor is obligated to the Collateral Agent under the terms of a certain Second Amended and Restated Security Agreement dated as of May 12, 2008 by and among Grantor, Polaroid Consumer Electronics LLC, and the Collateral Agent (as amended from time to time, the “**Security Agreement**”);

NOW THEREFORE, pursuant to the Security Agreement and in order to induce the Collateral Agent to enter into the Security Agreement, Grantor does hereby grant the Collateral Agent a security interest in all Grantor’s right, title and interest in and to: (i) the Trademarks, including all applications or registrations therefor; (ii) all income, royalties, damages and payments now due or payable or which hereafter become due or payable in respect to thereto; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement thereof; and (iv) all rights corresponding to the foregoing throughout the world.

Grantor hereby agrees to execute all papers and to perform all other proper acts requested by the Collateral Agent or its successors or assigns to secure to the Collateral Agent or its successors or assigns the rights hereby transferred.

Grantor does hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the foregoing security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein, and that this document is subject to the terms and conditions of the Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest in Trademarks this 12 day of May, 2008.

POLAROID CORPORATION

By: [Signature]  
Name: Thomas J. Petters  
Title: Chairman

STATE OF Minnesota }  
  } ss:  
COUNTY OF Hennepin }

Before me, the undersigned, a Notary Public of the State of Minnesota, personally appeared Thomas J. Petters having been sworn by me according to law did depose and say he/she was the Chairman of Polaroid Corporation and did acknowledge the execution of the foregoing Grant of Security Interest in Trademarks on behalf of Polaroid Corporation.

WITNESS my hand and notarial seal this 12 day of May, 2008.

[Signature: Cheryl Brady]

ACORN CAPITAL GROUP, LLC.



By: \_\_\_\_\_  
Name: Paul Seidenwar  
Title:

STATE OF \_\_\_\_\_ }  
  } ss:  
COUNTY OF \_\_\_\_\_ }

Before me, the undersigned, a Notary Public of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, having been sworn by me according to law did depose and say he/she was the \_\_\_\_\_ of Acorn Capital Group, LLC and did acknowledge the execution of the foregoing Grant of Security Interest in Trademarks on behalf of Acorn Capital Group, LLC.

WITNESS my hand and notarial seal this \_\_\_ day of May, 2008.

Grant of Security Interest

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest in Trademarks this \_\_\_ day of May, 2008.

POLAROID CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

STATE OF \_\_\_\_\_ }  
  } ss:  
COUNTY OF \_\_\_\_\_ }

Before me, the undersigned, a Notary Public of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, having been sworn by me according to law did depose and say he/she was the \_\_\_\_\_ of Polaroid Corporation and did acknowledge the execution of the foregoing Grant of Security Interest in Trademarks on behalf of Polaroid Corporation .

WITNESS my hand and notarial seal this \_\_\_ day of May, 2008.

ACORN CAPITAL GROUP, LLC.

By: *Paul Seidenwar*  
Name: Paul Seidenwar  
Title: *President*

STATE OF *Connecticut* }  
  } ss: *Greenwich*  
COUNTY OF *Fairfield* }

Before me, the undersigned, a Notary Public of the State of *Connecticut* personally appeared *Paul Seidenwar*, having been sworn by me according to law did depose and say he/she was the *President* of Acorn Capital Group, LLC and did acknowledge the execution of the foregoing Grant of Security Interest in Trademarks on behalf of Acorn Capital Group, LLC.

WITNESS my hand and notarial seal this *12<sup>th</sup>* day of May, 2008.

*Kelly Jessup*



**SCHEDULE A****Trademarks**

<b><u>Country</u></b>	<b><u>Mark</u></b>	<b><u>App. / Reg. No.</u></b>
United States	POLAROID POGO	A 77413231
United States	POLAROID PHOTOKEEPER	A 77210908
United States	POLAROID PIXIE	A 77163358
United States	POLAROID ACCUROUTE	A 77021642
United States	POLAROID SIMPLICITY	R 3406926
United States	POLAROID & Pixel Design	A 78614589
United States	POLAROID & Pixel Design	R 3021042
United States	POLAROID	R 3035848
United States	POLAROID	R 3035847
United States	POLAROID 2 GO	R 3140186
United States	POLAROID PICS	R 3030717
United States	POLAROID 2-SECOND DIGITAL PRINTS	R 2919167
United States	POWERED BY POLAROID	R 3069129
United States	POLAROID 1200	R 3059439
United States	DIGITAL QUALITY, POLAROID SIMPLICITY	R 3276069
United States	POLAROID	R 3074270
United States	POLAROID	R 3112549
United States	POLAROID ONE	R 2931999
United States	POLAROID I-ZONE	R 2751335
United States	POLAROID 500	R 2531990
United States	POLAROID	R 2374526
United States	POLAROID	R 2470869
United States	POLAROID I-ZONE	R 2567805
United States	POLAROID	R 2625358
United States	POLAROID MACRO	R 2398255

<u>Country</u>	<u>Mark</u>	<u>App. / Reg. No.</u>
United States	POLAROID GELCAM	R 2159501
United States	POLAROID EDUCATION PROGRAM TALK	R 1611236
United States	POLAROID EDUCATION PROGRAM	R 1612048
United States	POLAROID	R 1497361
United States	POLAROID	R 1522099
United States	POLAROID SPECTRA	R 1454782
United States	POLAROID SPECTRA	R 1454937
United States	POLAROID	R 0911868
United States	POLAROID	R 0908682
United States	POLAROID	R 0894087
United States	POLAROID	R 0737706
United States	POLAROID	R 0730072
United States	POLAROID	R 0689866
United States	POLAROID	R 0670594
United States	POLAROID	R 0588350
United States	POLAROID	R 0579986
United States	POLAROID	R 0607263
United States	POLAROID	R 0540179

**TRADEMARK**