

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700527

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kodak Alaris Inc.		10/31/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Board of the Pension Protection Fund		
Street Address:	Renaissance, 12 Dingwall Road		
City:	Croydon		
State/Country:	UNITED KINGDOM		
Postal Code:	CRO 2NA		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6266963	EVERYDAY MOMENTS	
Registration Number:	6289719	FOR ALL THAT MATTERS	
CORRESPONDENCE DATA			
Fax Number:	2159882757		
<i>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.</i>			
Phone:	2159883303		
Email:	robert.cannuscio@faegredrinker.com		
Correspondent Name:	Robert E. Cannuscio		
Address Line 1:	One Logan Square		
Address Line 2:	Suite 2000		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6996		
NAME OF SUBMITTER:	Robert E. Cannuscio		
SIGNATURE:	/Robert E. Cannuscio/		
DATE SIGNED:	01/07/2022		
Total Attachments: 8			
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TRADEMARK

REEL: 007552 FRAME: 0863

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (FISCAL YEAR 2021)

WHEREAS, Kodak Alaris Inc., a Delaware corporation (the "**Grantor**"), owns the Intellectual Property Collateral (as defined below);

WHEREAS, (i) Grantor, among others, and The Board of the Pension Protection Fund, as the Original Lender, Agent, Security Agent (in such capacity, the "**Security Agent**") and Existing Loan Note Holder thereunder (in each case, by assignment), are parties to a Senior Facility Agreement dated September 29, 2020 (as amended, supplemented or otherwise modified from time to time, the "**Facility Agreement**"), and (ii) Grantor and Security Agent are parties to the Security Agreement dated September 30, 2020 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Facility Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below), including the Patents and Trademarks acquired by Grantor in the fiscal year ended March 31, 2021;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the 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 "**Intellectual Property Collateral**"), whether now owned or existing or hereafter acquired or arising:

- (i) each Patent referred to in Schedule 1 hereto;
- (ii) each Trademark referred to in Schedule 2 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement of any Patent or Trademark now owned or existing or hereafter acquired or arising, or any dilution of any Trademark now owned or existing or hereafter acquired or arising.

After the occurrence and during the continuance of an Event of Default (as defined in the Facility Agreement), the Grantor irrevocably constitutes and appoints the Security Agent 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 Grantor or in the Security Agent's name, from time to time, in the Security Agent's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Facility Agreement and Security Agreement, the 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 Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property 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.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of October 31, 2021.

KODAK ALARIS INC.,
as Grantor

By:  _____

Name: Diane Gardner

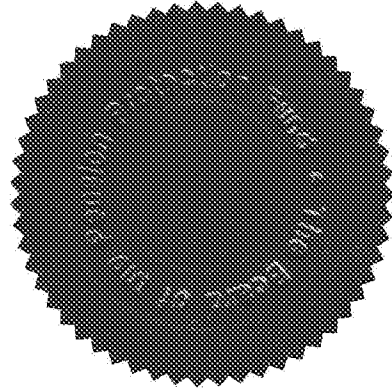
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement Supplement]

Acknowledged:

THE BOARD OF THE PENSION PROTECTION FUND
as Security Agent

THE COMMON SEAL OF THE BOARD OF
THE PENSION PROTECTION FUND
was hereunto affixed and authenticated by:



By:

DT

Name:

DAVID TAYLOR

Title:

EXECUTIVE DIRECTOR
AND GENERAL COUNSEL

SCHEDULE 1
REGISTERED PATENTS AND DESIGN PATENTS

Docket Number	Country	Application Number	Application Date	Patent Number	Grant Date	Title
041668.096292	Germany - (DE)	602014068270.7	06/05/2014	3003933	07/29/2020	SELF-ADJUSTING AUDIO DETECTION OF MEDIUM JAM
041668.096562	Netherlands - (NL)	14736149.7	06/05/2014	3003933	07/29/2020	SELF-ADJUSTING AUDIO DETECTION OF MEDIUM JAM
041668.096682	Great Britain - (GB)	14736149.7	06/05/2014	3003933	07/29/2020	SELF-ADJUSTING AUDIO DETECTION OF MEDIUM JAM

[Schedule 1 to Intellectual Property Security Agreement Supplement]

PATENT AND DESIGN PATENT APPLICATIONS

Docket Number	Country	Application Number	Application Date	Publication Number	Publication Date	Title
041667.269015	United States - (US)	17/107076	11/30/2020	US-2021-0084262-A1	03/18/2021	GROUP DISPLAY SYSTEM
041667.427013	United States - (US)	17/126745	12/18/2020	US-2021-0103777-A1	04/09/2021	SYSTEM AND METHOD FOR BATCH-NORMALIZED RECURRENT HIGHWAY NETWORKS
041667.435012	United States - (US)	16/992785	08/13/2020	US-2021-0053373-A1	02/25/2021	ADJUSTABLE SLITTERS FOR ACCURATE TRANSPORT-WISE CUTTING OF PRINTED MEDIA
041667.435202	Patent Cooperation Treaty - (WO)	PCT/US20/46161	08/13/2020	WO 2021/034605	02/25/2021	ADJUSTABLE SLITTERS FOR ACCURATE TRANSPORT-WISE CUTTING OF PRINTED MEDIA
041667.436012	United States - (US)	16/942068	07/29/2020	2021-0037147-A1	02/04/2021	RETAIL PHOTO KIOSK ACCESS SYSTEM
041667.436202	Patent Cooperation Treaty - (WO)	PCT/US2020/044004	07/29/2020	WO 2021/021887	02/04/2021	RETAIL PHOTO KIOSK ACCESS SYSTEM
041667.437012	United States - (US)	17/090541	11/05/2020			THERMAL DONOR LAMINATE FORMULATION AND THERMAL DONOR ELEMENTS COMPRISING THE SAME
041667.437202	Patent Cooperation Treaty - (WO)	PCT/US2020/59127	11/05/2020			THERMAL DONOR LAMINATE FORMULATION AND THERMAL DONOR ELEMENTS COMPRISING THE SAME
041667.439011	United States - (US)	63/087587	10/05/2020			PRINTER WASTE DIVERTERS
041668.106283	China P.R. - (CN)	202011355651.4	06/27/2016			CAMERA SUBASSEMBLY DUST AND DEFECT DETECTION SYSTEM AND METHOD
041668.109284	China P.R. - (CN)	202011456006.1	10/21/2016	CN 112499311 A	03/16/2021	DETECTION OF PROCESS ABNORMALITIES IN A MEDIA PROCESSING SYSTEM

[Schedule 1 to Intellectual Property Security Agreement Supplement]

Docket Number	Country	Application Number	Application Date	Publication Number	Publication Date	Title
041668.113014	United States - (US)	17/075511	10/20/2020	2021-0034849-A1	02/04/2021	SYSTEM AND METHOD OF CHARACTER RECOGNITION USING FULLY CONVOLUTIONAL NEURAL NETWORKS WITH ATTENTION
041668.113015	United States - (US)	17/075513	10/20/2020	2021-0034850-A1	02/04/2021	SYSTEM AND METHOD OF CHARACTER RECOGNITION USING FULLY CONVOLUTIONAL NEURAL NETWORKS WITH ATTENTION
041668.115014	United States - (US)	16/923629	07/08/2020	US-2020-0342581-A1	10/29/2020	AUTOMATED IN-LINE OBJECT INSPECTION

[Schedule 1 to Intellectual Property Security Agreement Supplement]

SCHEDULE 2
TRADEMARK REGISTRATIONS

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Classes
US	EVERYDAY MOMENTS	87-611788	18-Sep-2017	6266963	09-Feb-2021	9,40,42
US	FOR ALL THAT MATTERS	87-611792	18-Sep-2017	6289719	09-Mar-2021	9,40,42

TRADEMARK APPLICATIONS

None.

ACTIVE.134237257.02

[Schedule 2 to Intellectual Property Security Agreement Supplement]