

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828907

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	IP Security Agreement Supplement (Fiscal Year 2023)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kodak Alaris Inc.		08/02/2023	Incorporated Association: 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:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6739569	MOMENT	
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:	laura.mcneely@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		
ATTORNEY DOCKET NUMBER:	222491-000001		
NAME OF SUBMITTER:	Robert E. Cannuscio		
SIGNATURE:	/Robert E. Cannuscio/		
DATE SIGNED:	08/02/2023		
Total Attachments: 8			
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EXECUTION**INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (FISCAL YEAR 2023)**

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 by the Deed dated July 26, 2022, and as 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, 2023;

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.

Information Classification: Official - Corporate

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.]

Information Classification: Official - Corporate

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 the date set forth below.

KODAK ALARIS INC.,
as Grantor

DocuSigned by:

By: _____
3EF0865E348C46C

Name: Diane Gardner

Title: Chief Financial Officer

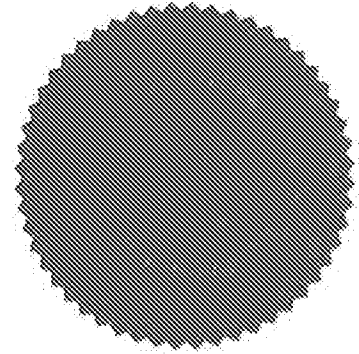
Date: 02-Aug-2023

Information Classification: Official - Corporate

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:

A handwritten signature in black ink, appearing to read "David Taylor". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Name: David Taylor

Title: General Counsel
(Executive Member of the Board)

Information Classification: Official - Corporate

**SCHEDULE 1
REGISTERED PATENTS AND DESIGN PATENTS**

Docket Number	Country	Application Number	Application Date	Patent Number	Grant Date	Title
041668.098263	China P.R.	202010134942.4	05/14/2015	ZL 202010134942.4	06/24/2022	SYSTEM AND METHOD FOR MONITORING AND CONTROLLING DOCUMENT VELOCITY IN A SCANNING SYSTEM
041668.105285	China P.R.	202010222871.3	06/23/2017	ZL202010222871.3	04/08/2022	SYSTEM AND METHOD FOR METALLIC OBJECT DETECTION IN A MEDIA TRANSPORT SYSTEM
041668.105285	Germany	19192974.4	06/23/2017	602017057914.9	05/25/2022	SYSTEM AND METHOD FOR METALLIC OBJECT DETECTION IN A MEDIA TRANSPORT SYSTEM
041668.105565	Netherlands	19192974.4	06/23/2017	3606019	05/25/2022	SYSTEM AND METHOD FOR METALLIC OBJECT DETECTION IN A MEDIA TRANSPORT SYSTEM
041668.195525	Great Britain	19192974.4	06/23/2017	3606019	05/25/2022	SYSTEM AND METHOD FOR METALLIC OBJECT DETECTION IN A MEDIA TRANSPORT SYSTEM
041668.105575	European Patent Convention	19192974.4	06/23/2017	3606019	05/25/2022	SYSTEM AND METHOD FOR METALLIC OBJECT DETECTION IN A MEDIA TRANSPORT SYSTEM
041667.246293	Germany	20197468.0	01/20/2009	602009084641.9	10/12/2022	GENERATION OF AN IMAGE ENHANCED PRODUCT
041667.246543	France	20197468.0	01/20/2009	3779889	10/12/2022	GENERATION OF AN IMAGE ENHANCED PRODUCT
041667.346363	Netherlands	20197468.0	01/20/2009	3779889	10/12/2022	GENERATION OF AN IMAGE ENHANCED PRODUCT

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[Schedule 1 to Intellectual Property Security Agreement Supplement]

Information Classification: Official - Corporate

041667.246673	European Patent Convention	20197468.0	01/20/2009	3779889	10/12/2022	GENERATION OF AN IMAGE ENHANCED PRODUCT
041667.246683	Great Britain	20197468.0	01/20/2009	3779889	10/12/2022	GENERATION OF AN IMAGE ENHANCED PRODUCT
041667.269015	United States	17/107076	11/30/2020	11533456	12/20/2022	GROUP DISPLAY SYSTEM
041667.287015	United States	16/766610	02/10/2020	11417094	08/16/2022	METHOD OF SELECTING IMPORTANT DIGITAL IMAGES
041667.300014	United States	17/325,634	05/20/2021	11477268	10/18/2022	SHARING DIGITAL MEDIA ASSETS FOR PRESENTATION WITHIN AN ONLINE SOCIAL NETWORK
041667.328012	United States	13/072811	03/28/2011	11560155	02/14/2023	DISPLAY DEVICE FOR DISPLAYING RELATED DIGITAL IMAGES
041667.419012	United States	15/239944	10/21/2016	11329463	05/10/2022	CROSS CULTURAL GREETING CARD SYSTEM
041667.423012	United States	15/611378	06/01/2017	11429832	08/30/2022	SYSTEM AND METHOD FOR PREDICTIVE CURATION, PRODUCTION INFRASTRUCTURE, AND PERSONAL CONTENT ASSISTANT
041667.433012	United States	16/268835	02/26/2019	11509624	11/22/2022	VENDOR KIOSK TRACKING AND ROUTING SYSTEM OVER LOCAL AREA NETWORK AND METHOD OF USE
041667.435012	United States	16/992785	08/13/2020	11566537	01/31/2023	ADJUSTABLE SLITTERS FOR ACCURATE TRANSPORT-WISE CUTTING OF PRINTED MEDIA

[Schedule 1 to Intellectual Property Security Agreement Supplement]

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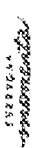
PATENT AND DESIGN PATENT APPLICATIONS

Docket Number	Country	Application Number	Application Date	National Filing Date	Publication Number	Publication Date	Title
041668.115103	Hong Kong	62022052261.4	04/24/2022	04/24/2022	40063684 A	06/24/2022	AUTOMATED 360-DEGREE DENSE POINT OBJECT INSPECTION
041667.246674	European Patent Convention	22197434.8	09/23/2022	09/23/2022			GENERATION OF AN IMAGE ENHANCED PRODUCT
041667.287016	United States	17868306	08/15/2022		US-2022-0392218-A1	12/08/2022	METHOD OF SELECTING IMPORTANT DIGITAL IMAGES
041667.300015	United States	17867769	10/17/2022	10/17/2022	US-2023-0045762-A1	02/09/2023	SHARING DIGITAL MEDIA ASSETS FOR PRESENTATION WITHIN AN ONLINE SOCIAL NETWORK
041667.419013	United States	177712512	04/04/2022		US-2022-0230373-A1	07/21/2022	CROSS CULTURAL GREETING CARD SYSTEM
041667.423013	United States	17695947	08/25/2022		US-2022-0414418-A1	12/29/2022	SYSTEM AND METHOD FOR PREDICTIVE CURATION, PRODUCTION INFRASTRUCTURE, AND PERSONAL CONTENT ASSISTANT
041667.435013	United States	18095433	01/10/2023				ADJUSTABLE SLITTERS FOR ACCURATE TRANSPORT-WISE CUTTING OF PRINTED MEDIA
041667.440011	United States	63342.514	05/16/2022	05/16/2022			MODULAR PHOTO KIOSK SYSTEM
041667.442011	United States	63342.555	05/16/2022	05/16/2022			REMOTE KIOSK ACCESS SYSTEM
041667.444011	United States	63389050	08/18/2022				Modular Stacking Thermal Printers

[Schedule 1 to Intellectual Property Security Agreement Supplement]

Information Classification: Official – Corporate

**SCHEDULE 2
TRADEMARK REGISTRATIONS**

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Classes
United Kingdom	EVERYDAY MOMENTS (Stylized)	3779391	20-Apr-2022	UK00003779391	22-Jul-2022	9, 16, 38, 39, 40, 41, 42
						
United Kingdom	EVERYDAY MOMENTS	3752643	09-Feb-2022	UK00003752643	01-Jul-2022	35
United States	MOMENT	87-611799	18-Sep-2017	6739569	25-May-2022	8, 40, 42

TRADEMARK APPLICATIONS

None.

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[Schedule 2 to Intellectual Property Security Agreement Supplement]