Statement of Earnings For Period Ended September 30, 2008

September 28, 2008	U.S. Operations	US CV	Polaroid Hospitality & Commercial	Japan CV	Polaroid New Bedford Real Estate LLC	Polaroid Norwood Real Estate LLC	Polaroid Waltham Real Estate LLC	PRD CAP	Polaroid Latin America	International Holding	Polaroid Holding Co	Polaroid Asia Pacific	PIDS	JAPAN	PCE USA	PCE Shanghai
Sales: 3rd party	62,648,211	-	231,639	14,288,402	-	-	-	-	144,738	-	-	-	2,964,314	-	118,997,762	158,022
Intercompany	3,660,929	45,714,155	-	61,207	-	-	-	-	-	-	-	-	-	-	3,878,783	-
Intercompany Royalty	23,704	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL NET SALES	66,332,844	45,714,155	231,639	14,349,609	-	-	-	-	144,738	-	-	-	2,964,314	-	122,876,545	158,022
COS: 3rd party	34,021,944	178,995	519,249	5,592,937	-	-	-	-	70,700	-	-	-	2,079,615	-	141,680,420	133,072
Intercompany	3,577,323	35,195,261	-	61,198	-	-	-	-	-	-	-	-	-	-	4,627,203	-
Intercompany Royalty	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL COS	37,599,267	35,374,256	519,249	5,654,135	-	-	-	-	70,700	-	-	-	2,079,615	-	146,307,623	133,072
GROSS MARGIN	28,733,577	10,339,899	(287,610)	8,695,474	-	-	-	-	74,038	-	-	-	884,699	-	(23,431,078)	24,950
Operating Expenses:																
Marketing	8,662,133	845,885	236,118	5,874	-	-	-	-	123,600	-	-	-	586,909	3,397,023	13,267,049	22,275
General & Administrative	36,675,229	-	-	-	700	700	700	200	-	200	-	200	-	-	3,585,459	999,200
Research & Engineering	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Restructuring	174,512	-	-	-	-	-	-	-	127,088	-	-	-	-	-	-	57,500
Severance	2,390,393	-	-	-	-	-	-	-	5,828	-	-	-	-	139,916	346,724	111,648
(Gain)/Loss on Sale of Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Profit Sharing	2,366,229	-	-	-	-	-	-	-	-	-	-	-	-	163,057	215,012	-
Other Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,066,516	-
TOTAL EXPENSES	50,268,496	845,885	236,118	5,874	700	700	700	200	256,516	200	-	200	586,909	3,699,996	19,480,760	1,190,623
PROFIT FROM OPERATIONS	(21,534,919)	9,494,014	(523,728)	8,689,600	(700)	(700)	(700)	(200)	(182,478)	(200)	-	(200)	297,790	(3,699,996)	(42,911,838)	(1,165,673)
Other Income:																
Other Income - 3rd party	1,768,764	19	-	2,438	-	-	-	-	-	-	-	-	-	12,068	37,471	10,356
Other Income - Intercompany	-	(15,788,360)	-	(3,499,863)	-	-	-	465,809	-	-	-	-	-	3,998,864	16,846,094	1,312,304
Interest Expense - 3rd party	16,730,173	22,082	-	20	-	-	-	-	-	-	-	-	-	-	10,033,842	1,420
Interest Expense - Intercompany	465,809	1,461,313	-	-	-	-	-	465,809	-	-	-	-	-	(2,711)	189,522	-
NET OTHER INCOME	(15,427,218)	(17,271,736)	-	(3,497,445)	-	-	-	-	-	-	-	-	-	4,013,643	6,660,201	1,321,240
EXCHANGE GAIN/(LOSS)	(30,033)	(201,760)	-	10,447	-	-	-	-	-	-	-	-	-	1,029	(347,240)	7,982
PROFIT BEFORE TAXES	**(36,992,170)**	**(7,979,482)**	**(523,728)**	**5,202,602**	**(700)**	**(700)**	**(700)**	**(200)**	**(182,478)**	**(200)**	**-**	**(200)**	**297,790**	**314,676**	**(36,598,877)**	**163,549**
TAXES ON OPERATIONS	2,370	-	-	-	-	-	-	-	-	-	-	-	-	72,413	68,148	80,269
NET EARNINGS (LOSS)	**(36,994,540)**	**(7,979,482)**	**(523,728)**	**5,202,602**	**(700)**	**(700)**	**(700)**	**(200)**	**(182,478)**	**(200)**	**-**	**(200)**	**297,790**	**242,263**	**(36,667,025)**	**83,280**
NET EARNINGS (LOSS) by Retrieve	(36,994,540)	(7,979,482)	(523,728)	5,202,602	(700)	(700)	(700)	(200)	(182,478)	(200)	-	(200)	297,790	242,263	(36,667,025)	83,280

Balance Sheet For Period Ended December 18, 2008

November 30, 2008	U.S. Operations	US CV	Polaroid Hospitality & Commercial	Japan CV	Polaroid New Bedford Real Estate LLC	Polaroid Norwood Real Estate LLC	Polaroid Waltham Real Estate LLC	PRD CAP	Polaroid Latin Amer	International Holding	Polaroid Holding Co	Polaroid Asia Pacific	PIDS	JAPAN	PCE USA	PCE Shanghai
CURRENT ASSETS																
Cash and Cash Equivalents	11,575,168	26,423	23,518	-	-	-	-	-	10,378,247	-	-	-	557,854	1,155,119	2,814,561	186,524
Receivables	9,051,566	-	346,451	(494,957)	-	-	-	-	(12,172)	-	-	-	560,280	2,738,332	14,383,718	381
Receivables: Intercompany	(51,237,530)	(17,934,808)	9,971	32,426,348	-	-	-	17,443,325	4,221,416	-	-	-	-	3,129,989	2,740,869	-
Inventories	18,413,861	4,209,582	8,834	259,381	-	-	-	-	-	-	-	-	714,268	-	7,070,859	12,989
Prepaid Income Tax	9,486,845	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Prepaid other taxes	2,536,944	(24,214)	-	625,042	-	-	-	-	-	-	-	-	-	1,055,509	-	-
All Other Current Assets	1,509,346	-	118,068	-	-	-	-	-	-	-	-	-	56,218	130,945	4,263,193	48,961
TOTAL CURRENT ASSETS	**1,336,200**	**(13,723,017)**	**506,842**	**32,815,814**	**-**	**-**	**-**	**17,443,325**	**14,587,491**	**-**	**-**	**-**	**1,888,620**	**8,209,894**	**31,273,200**	**248,855**
NON-CURRENT ASSETS																
Gross PP&E	9,643,168	-	-	-	-	-	-	-	-	-	-	-	-	792,369	603,750	219,394
Accumulated Depreciation	(6,873,150)	-	-	-	-	-	-	-	-	-	-	-	-	(668,167)	(338,178)	(94,634)
Fixed Asset Reserve	(289,605)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
NET FIXED ASSETS	2,480,413	-	-	-	-	-	-	-	-	-	-	-	-	124,202	265,572	124,760
Non-Current Prepaid Tax	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
All Other Non Current Assets	475,682,795	-	-	-	-	-	10,582,697	30,894,808	-	24,802	100	1,000,000	-	1,988,186	333,018	-
TOTAL NON-CURRENT ASSETS	**478,163,208**	**-**	**-**	**-**	**-**	**-**	**10,582,697**	**30,894,808**	**-**	**24,802**	**100**	**1,000,000**	**-**	**2,112,388**	**598,590**	**124,760**
TOTAL ASSETS	**479,499,408**	**(13,723,017)**	**506,842**	**32,815,814**	**-**	**-**	**10,582,697**	**48,338,133**	**14,587,491**	**24,802**	**100**	**1,000,000**	**1,888,620**	**10,322,282**	**31,871,790**	**373,615**
CURRENT LIABILITIES																
Notes Payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	81,847,310	-
Trade Payable: 3rd Party	23,071,373	216,270	148,850	-	-	-	100	-	36,632	-	-	-	10,284	282,987	17,021,298	-
Intercompany Payable	23,570,288	27,850,046	917,279	(1,531)	3,800	(16,475,172)	10,586,797	17,444,125	10,000,000	25,601	(14,514,624)	(2,703,328)	(4,915,186)	1,812,061	36,265,484	132,652
Accrued Income Taxes	(2,038,318)	-	-	-	-	-	-	-	-	-	-	-	-	18,745	-	-
Accrued Tax & Gov't Accounts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accrued Payroll	2,897,213	-	-	-	-	-	-	-	-	-	-	-	-	67,865	(167,255)	19,104
Other Current Liabilities	24,289,283	(7,186)	(77,470)	1,563,326	-	-	-	-	-	-	-	-	4,763	774,119	11,589,169	23,056
TOTAL CURRENT LIABILITIES	**71,789,839**	**28,059,130**	**988,659**	**1,561,795**	**3,800**	**(16,475,172)**	**10,586,897**	**17,444,125**	**10,036,632**	**25,601**	**(14,514,624)**	**(2,703,328)**	**(4,900,139)**	**2,955,777**	**146,556,006**	**174,812**
NON-CURRENT LIABILITIES																
Post-Retirement Medical	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Post-Employment Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Long-Term Debt	164,474,668	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Financing Obligation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Deferred Taxes	97,100,845	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	55,000	-	-	-	-	-	-	-	-	-	-	-	-	749,672	2,100,000	-
TOTAL NON-CURRENT LIABILITIES	**261,630,513**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**749,672**	**2,100,000**	**-**
TOTAL LIABILITIES	**333,420,352**	**28,059,130**	**988,659**	**1,561,795**	**3,800**	**(16,475,172)**	**10,586,897**	**17,444,125**	**10,036,632**	**25,601**	**(14,514,624)**	**(2,703,328)**	**(4,900,139)**	**3,705,449**	**148,656,006**	**174,812**
EQUITY																
COMMON STOCK	100	-	-	-	100	16,400,100	100	1,624,908	100	100	3	100	-	640,000	-	200,000
PREFERRED STOCK	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ADDITIONAL PAID-IN CAPITAL	-	-	-	-	-	-	-	170,000	-	-	149,999,997	-	-	-	41,606,600	-
PURCHASE ADJUSTMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CUMULATIVE TRANSLATION ADJUSTMENT	668,762	-	-	-	-	-	-	-	-	-	-	-	-	(750,957)	-	28,127
MINIMUM PENSION LIABILITY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DEFINED PENSION PLAN ADJUSTMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	201,406	-	-
UNREALIZED GAIN/(LOSS) DERIVATIVE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
UNREALIZED GAIN/(LOSS) SECURITIES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
BEGINNING RETAINED EARNINGS	182,775,384	(39,524,369)	196,155	25,510,223	(3,200)	75,772	(3,600)	29,099,300	4,724,944	(699)	(134,523,191)	3,703,428	6,413,790	6,342,283	(106,462,689)	(106,527)
YTD EARNINGS / (LOSS)	(37,365,190)	(2,257,778)	(677,972)	5,743,796	(700)	(700)	(700)	(200)	(174,185)	(200)	-	(200)	374,969	184,101	(51,928,127)	77,203
P&L BALANCE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DIVIDENDS DECLARED-COMMON STOCK	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DIVIDENDS DECLARED-PREFERRED STOCK	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DEFERRED COMPENSATION	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TREASURY STOCK	-	-	-	-	-	-	-	-	-	-	(962,085)	-	-	-	-	-
TOTAL SHAREHOLDER'S EQUITY	**146,079,056**	**(41,782,147)**	**(481,817)**	**31,254,019**	**(3,800)**	**16,475,172**	**(4,200)**	**30,894,008**	**4,550,859**	**(799)**	**14,514,724**	**3,703,328**	**6,788,759**	**6,616,833**	**(116,784,216)**	**198,803**
TOTAL LIABILITIES & EQUITY	**479,499,408**	**(13,723,017)**	**506,842**	**32,815,814**	**-**	**-**	**10,582,697**	**48,338,133**	**14,587,491**	**24,802**	**100**	**1,000,000**	**1,888,620**	**10,322,282**	**31,871,790**	**373,615**
TOTAL ASSETS	479,499,408	(13,723,017)	506,842	32,815,814	-	-	10,582,697	48,338,133	14,587,491	24,802	100	1,000,000	1,888,620	10,322,282	31,871,790	373,615
TOTAL ASSETS by Retrieve	479,499,408	(13,723,017)	506,842	32,815,814	-	-	10,582,697	48,338,133	14,587,491	24,802	100	1,000,000	1,888,620	10,322,282	31,871,790	373,615
TOTAL LIABILITIES & EQUITY	479,499,408	(13,723,017)	506,842	32,815,814	-	-	10,582,697	48,338,133	14,587,491	24,802	100	1,000,000	1,888,620	10,322,282	31,871,790	373,615
TOTAL LIABILITIES & EQUITY by Retrieve	479,499,408	(13,723,017)	506,842	32,815,814	-	-	10,582,697	48,338,133	14,587,491	24,802	100	1,000,000	1,888,620	10,322,282	31,871,790	373,615

Statement of Earnings For Period Ended December 18, 2008

November 30, 2008	U.S. Operations	US CV	Polaroid Hospitality & Commercial	Japan CV	Polaroid New Bedford Real Estate LLC	Polaroid Norwood Real Estate LLC	Polaroid Waltham Real Estate LLC	PRD CAP	Polaroid Latin America	International Holding	Polaroid Holding Co	Polaroid Asia Pacific	PIDS	JAPAN	PCE USA	PCE Shanghai
Sales: 3rd party	70,037,830	-	232,639	16,291,216	-	-	-	-	144,738	-	-	-	3,783,410	-	128,687,841	180,334
Intercompany	7,520,892	51,015,039	-	529,939	-	-	-	-	-	-	-	-	-	-	4,197,776	-
Intercompany Royalty	23,704	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL NET SALES	77,582,426	51,015,039	232,639	16,821,155	-	-	-	-	144,738	-	-	-	3,783,410	-	132,885,617	180,334
COS: 3rd party	43,576,245	63,595	680,597	6,453,759	-	-	-	-	30,700	-	-	-	2,638,006	-	156,766,047	133,140
Intercompany	7,428,307	38,404,514	-	529,915	-	-	-	-	-	-	-	-	-	-	4,987,003	-
Intercompany Royalty	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL COS	51,004,552	38,468,109	680,597	6,983,674	-	-	-	-	30,700	-	-	-	2,638,006	-	161,753,050	133,140
GROSS MARGIN	26,577,874	12,546,930	(447,958)	9,837,481	-	-	-	-	114,038	-	-	-	1,145,404	-	(28,867,433)	47,194
Operating Expenses:																
Marketing	12,832,118	722,687	230,014	32,172	-	-	-	-	115,109	-	-	-	770,435	4,039,804	15,795,447	19,211
General & Administrative	45,007,583	-	-	-	700	700	700	200	-	200	-	200	-	-	5,985,150	1,240,961
Research & Engineering	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Restructuring	174,971	-	-	-	-	-	-	-	167,286	-	-	-	-	-	-	57,500
Severance	2,665,986	-	-	-	-	-	-	-	5,828	-	-	-	-	290,270	347,341	111,648
(Gain)/Loss on Sale of Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Profit Sharing	2,979,786	-	-	-	-	-	-	-	-	-	-	-	-	163,057	215,012	-
Other Expense	131,668	-	-	-	-	-	-	-	-	-	-	-	-	-	4,045,705	-
TOTAL EXPENSES	63,792,112	722,687	230,014	32,172	700	700	700	200	288,223	200	-	200	770,435	4,493,131	26,388,655	1,429,320
PROFIT FROM OPERATIONS	(37,214,238)	11,824,243	(677,972)	9,805,309	(700)	(700)	(700)	(200)	(174,185)	(200)	-	(200)	374,969	(4,493,131)	(55,256,088)	(1,382,126)
Other Income:																
Other Income - 3rd party	22,587,225	23	-	2,438	-	-	-	-	-	-	-	-	-	13,275	55,371	10,600
Other Income - Intercompany	-	(11,687,775)	-	(4,086,429)	-	-	-	507,252	-	-	-	-	-	4,701,152	16,978,607	1,534,686
Interest Expense - 3rd party	22,077,468	23,007	-	20	-	-	-	-	-	-	-	-	-	-	13,244,437	1,832
Interest Expense - Intercompany	507,252	1,553,115	-	-	-	-	-	507,252	-	-	-	-	-	(3,618)	256,685	-
NET OTHER INCOME	2,505	(13,263,874)	-	(4,084,011)	-	-	-	-	-	-	-	-	-	4,718,045	3,532,856	1,543,454
EXCHANGE GAIN/(LOSS)	(151,087)	(818,147)	-	22,498	-	-	-	-	-	-	-	-	-	28,952	(136,747)	7,374
PROFIT BEFORE TAXES	**(37,362,820)**	**(2,257,778)**	**(677,972)**	**5,743,796**	**(700)**	**(700)**	**(700)**	**(200)**	**(174,185)**	**(200)**	**-**	**(200)**	**374,969**	**253,866**	**(51,859,979)**	**168,702**
TAXES ON OPERATIONS	2,370	-	-	-	-	-	-	-	-	-	-	-	-	69,765	68,148	91,499
NET EARNINGS (LOSS)	**(37,365,190)**	**(2,257,778)**	**(677,972)**	**5,743,796**	**(700)**	**(700)**	**(700)**	**(200)**	**(174,185)**	**(200)**	**-**	**(200)**	**374,969**	**184,101**	**(51,928,127)**	**77,203**
NET EARNINGS (LOSS) by Retrieve	(37,365,190)	(2,257,778)	(677,972)	5,743,796	(700)	(700)	(700)	(200)	(174,185)	(200)	-	(200)	374,969	184,101	(51,928,127)	77,203

Schedule 4.1(f)

Subsidiaries

Sellers have permitted various other direct and indirect subsidiaries to use certain of the Acquired Intellectual Property. These implied licenses will be terminated at or prior to the Closing (subject only to Section 5.12 of the Agreement).

NPKK has 230,400 outstanding shares of capital stock, all of which are owned by PC.

Polaroid (Mauritius) III Limited currently owns all of the outstanding equity interests of Polaroid International Trading (Shanghai) Co. Ltd. Such equity interests are in the process of being transferred by Polaroid (Mauritius) III Limited to Polaroid China Limited, a Hong Kong entity wholly-owned by PCE.

Schedule 4.1(g)

Sellers Consents and Approvals

1. The consummation of the transactions contemplated by the Agreement, including, without limitation, the assignment and assumption of executory contracts and leases, require approval of the Bankruptcy Court in the Bankruptcy Case. In addition, the assignment of the Transferred Internet Domain Names, to the extent from PGW to one of the Sellers, requires approval of the Bankruptcy Court in the Bankruptcy Case of In re Petters Company, Inc., et. al., Bankruptcy Case No. 08-45275.

2. Patent Purchase Agreement dated as of September 2006, by and between Senshin Capital, LLC and PC. Pursuant to the Patent Purchase Agreement, Senshin Capital, LLC, as amended, has certain rights of first refusal for the purchase of certain patents specifically set forth therein and owned by PC and notice requirements for transfer Patents pursuant to a sale of all or substantially all of the operating assets of PC (the "Senshin Patent Purchase Agreement").

3. Patent Purchase Agreement dated as of February 6, 2007 by and between Yama Capital, LLC and PC contains notice requirements for transfers of the Seller License, as such term is defined in the Patent Purchase Agreement, to a transferee that is the purchaser of all or substantially all of the operating assets of PC.

4. Intellectual Property License Agreement dated as of January 9, 2006, by and between Zink Imaging, LLC and PC, as amended by that certain Amendment Number 1 to Intellectual Property License Agreement dated as of August 18, 2006, by and between Zink Imaging, LLC and PC, requires the consent of Zink Imaging, LLC under non-bankruptcy law prior to PC's transfer of any Consent IP, as such term is defined therein.

5. Settlement Agreement dated as of October 18, 2007, by and between Digital Spectrum Solutions, Inc. and PC.

6. Settlement and Patent License Agreement dated as of January 2, 2007, between Positive Technologies, Inc. and PC.

7. The agreements relating to all software applications licensed by any Seller require prior written Consent in connection with any assignment.

8. The following in-licenses have the consent or notice requirements as set forth below:

Apple	Made for iPod devices	WW	5/31/2007
ArcSoft	DSC w/ ArcSoft SW	WW	3/15/2008
Audio MPEG/ Sisvel	Devices w/ MP3 & MPEG Audio	WW	10/1/2006
Discovision	DVD players and recorders	WW	7/1/2005

DivX	Devices using DXN technology	WW	8/1/2006
Funai	All TVs	WW	1/1/2008
Macrovision (2)	Video devices w/ no analog video out	WW	12/19/2006
McubeWorks	SW for 4.3" PMP	WW	8/10/2007
MPEG LA	MPEG -4 Video de-coding & encoding products	WW	3/30/2007 (1/1/2000)
Philips*	DVD players	WW	12/30/2005
Philips*	DVD players w/ AC-3	WW	12/30/2005
Sisvel	DVB-T Receiver products	WW (EU)	3/30/2007 (1/1/98)
SoniqCast	4.3" PMP using Aireo HW & SW	US	1/1/2007
Positive Technologies	TVs	WW	½/2007
Digital Spectrum Solutions	DPFs	US	10/18/2007
ArcSoft OEM (Lump sum)	DSC w/ ArcSoft SW	WW	2/12/2008
CIPA Pictbridge Trademark	PoGo	WW	2/26/2008
Canon	Film camera cross-license	WW	6/30/1997

*Related agreements have expired but the parties thereto continue to operate in accordance with the terms of such agreements.

Schedule 4.1(h)

Litigation[8]

Domestic Litigation

1. *Broadway Prospect Hill Fee LLC v. Polaroid Corporation* – Middlesex Superior Court, Massachusetts, Case No. 08-2750.

2. *Brookins, Elaine D. v. Polaroid Inc. and A Pawn Jewelry*, Circuit Court of the Seventeenth Judicial Court and for Broward County, FL, Case No. 08-15252.

3. *Evolutech Comercio E Servico LTDA, Excim Importacao E Exportacao LTDA, and Impact Photo, Audio & Video Co LTDA v. Petters Consumer Brands, LLC; Polaroid Consumer Electronics Europe BV; Polaroid Consumer Electronics, LLC; Polaroid Corporation; Polaroid Latin America I Corporation* – US District Court for the Southern District of Florida, Case No. 08cv22459.

4. *Flashpoint Technology Inc v. Polaroid Corp*; and other non-Polaroid defendants – US District, DE, Case No. 08-cv-00139.*

5. *Idefoto SA v. Polaroid Latin America I Corporation* – US District, SD FL, Case No. 08cv22750.

6. *International Control Systems LLC v. Polaroid Corporation* and 20+ other non-Polaroid affiliates defendants –US District, Txeast, Case No. 08cv00188.*

7. *Johnson, George v. AW Chesterton and Polaroid Corporation, et. al.* – 3rd Judicial Circuit, Madison County, IL, Case No. 08-L-287

8. *LG Electronics Inc v. Petters Group Worldwide LLC; Polaroid Corp; Westinghouse Digital Electronics LLP; Vizio Inc; Proview International Holdings Ltd; Proview Technology (Shenzhen) Co Ltd; Proview Technology Inc,* US District, Eastern TX , Case No. 08-cv-00163.*

9. *Mahan, John v. Polaroid Consumer Electronics and Proview Technology Inc,* Ventura Superior Court, CA , Case No. 56-2008-00318876-CU-MC-VTA.

10. *Polaroid Consumer Electronics LLC v. Ozark Electric Repair Inc,* US District, MN, Case No. 08-cv-00980.

---

[8] Disclosure pursuant to this Schedule 4.1(h) shall not constitute an admission of liability for any purpose.

11. *Portrait Corporation of America v. Polaroid Corporation*, US Bankruptcy Court, SD NY, Bankruptcy Case No 06-22451, Adversary Proceeding No. 08-08364.

12. *RAF, SA DE CV v. Polaroid Latin America I Corporation*, US District, SD FL, Case No. 08cv22751.

13. *Samsung Electronics Co Ltd v. LG Electronics Co, Ltd; Petters Group Worldwide LLC; Polaroid Corporation*; Westinghouse Digital Electronics LLC , US District, DE, Case No. 08cv00348. Case has been administratively closed as a result of the bankruptcy filing of Petters Group Worldwide LLC.*

14. *Spedag Americas Inc v. Petters Group Worldwide LLC and Polaroid Consumer Electronics LLC*, US District, So FL, Case No. 07cv80576.

15. *St. Clair Intellectual Property Consultants Inc. v. Petters Group Worldwide LLC; Polaroid Consumer Electronics LLC; Polaroid Holding Company; Polaroid Corporation*; and other non-Polaroid defendants, US District, DE, Case No. 06cv00404.*

16. *Zenith Electronics Corporation v. Polaroid Corporation; Petters Group Worldwide LLC et al*, US District, Eastern TX, Case No.06-cv-00246.*

17. *The Portrait Liquidating Trust v. Polaroid Corporation*, United States Bankruptcy Court Southern District of New York, Case No. 06-22541.

18. Claim by IKON Financial Services against PC dated January 12, 2009, filed in the United States Bankruptcy Court for the District of Minnesota, Case No. 08-46617.

19. It has come to Sellers' attention that Thomas J. Petters may have committed to gift the Art Collection Assets to one or more other parties, including, without limitation, Miami University (Ohio), the Carlson School of Management and Harvard University. To the Knowledge of Sellers, such commitments were verbal and not reduced to writing and are not legally enforceable.

20. *Baker, William v. Polaroid Corporation*, Small Claims, Hendricks Superior Court No. 5, Case No. 32D 05-0903-SC-594.

21. *Robinson, Frank Lee v. Polaroid Consumer Electronics, LLC*, Justice of the Peace Court of Delaware, New Castle County, Court No. 13, Civil Action No. JP13-001073.

22. See also Schedule 4.1(k)(ii).

*Claims related to alleged patent infringement (collectively, the "Patent Litigation").

Global Litigation

1. *Polaminas Comercio e Representacoes Ltda. V. Polaroid do Brasil Ltda.*

2. *RR Produtos Fotograficos Ltda. V. Polaroid do Brasil Ltda.*

3. *Profoto Comercio e Representacoes v. Polaroid do Brasil Ltda.*

4. *Comercial Jardim Importacao e Exportacao Ltda. V. Polaroid do Brasil Ltda.*

5. *H3 Comercio de Cine Foto Som Ltda. V. Polaroid do Brasil Ltda.*

6. *Foto Axe Ltda. – ME v. Polaroid do Brasil Ltda.*

7. *Marcio Eduardo da Silva Alves v. Polaroid do Brasil Ltda.*

8. *Jacqueline de Oliveira Nobrega v. Polaroid do Brasil Ltda.*

9. *Simonee Gonzaga Teixeira v. Polaroid do Brasil Ltda.*

10. *Polaminas Comercio e Representacoes Ltda. V. Polaroid do Brasil Ltda.*

11. *Polaroid Trading B.V. v. Rafo Engros A.S.*

12. *Tatung* (EU) (Matter has been settled but PC is required to make additional payments of $50,000).

13. *Midi France v. Polaroid Consumer Electronics.*

Schedule 4.1(i)(ii)

Consents and Approvals to transfer Acquired JV Interests

Pursuant to the terms of the Eyewear Member Agreement, to the extent such agreement is included in the Acquired Assets, in order to effectuate the transfer of equity interests of Eyewear Brand Limited from PC to Buyer, PC is required to provide StyleMark Bermuda Limited prior written notice and Buyer is required to provide confirmation in writing that it agrees to be bound by the Eyewear Member Agreement (as defined in Schedule 4.1(i)(iii)).

Schedule 4.1(i)(iii)

JV Organization Documents

1. Member Agreement dated March 5, 2007, by and among Eyewear Brand Limited, a Bermuda company, PC and StyleMark Bermuda Limited (the "Eyewear Member Agreement").

2. Memorandum of Association of Eyewear Brand Limited dated February 27, 2007.

3. Bye-Laws of Eyewear Brand Limited, adopted on March 5, 2007.

Schedule 4.1(j)

Sufficiency of Assets

1. Accounts receivable and inventory owned by NPKK, as reflected in the Seller Reports.

2. All assets, properties and rights, including any related agreements or arrangements, associated with or used to provide transition services to Buyer, under the Agreement or Transition Services Agreement.

3. Sellers maintain three Letters of Credit supporting United States Customs Insurance that will not be transferred to Buyer.

4. Commercial Letter of Credit, No. IJCI-566242, was established to support purchases of PC related to the Instant business, which has terminated. PC is in the process of liquidating remaining Instant Inventory.

5. Standby Letter of Credit, No. 3012941, in favor of Liberty Mutual in the amount of $100,000.

6. Depending on offers of employment made by Buyer to employees of Sellers and their Affiliates in accordance with Section 5.4(a) of the Agreement, except pursuant to the Transition Services Agreement, Buyer may not have access to all personnel who currently perform services in connection with the conduct of the Business.

7. Sellers have a shared-services arrangement with PGW for records management, which will not be available to Buyer following the Closing, except to the extent provided to Buyer pursuant to the Transition Services Agreement.

8. Insurance coverage under the policies set forth on Schedule 4.1(o), provided that Buyer shall have the right to proceeds from such insurance policies to the extent any such insurance policy is listed on Schedule 1.1(q).

9. The following information technology assets are owned by PGW, but used to operate the Business of Sellers. Disposition of these PGW assets in PGW's own bankruptcy proceedings could impact the ability of Sellers to provide certain transition services to Buyer in the same manner as presently conducted.

Systems & Servers			
Name	**Applications/Description**	**Model**	**Serial #**
MAIL02	Used to Recover Tapes	Dell Server	
MTKASQL5	SQL Server for Warranty, Epicor and Hummingbird	DL380 G3	D324LDN1K235
MTKABRG5	FAX Server – Polaroid Forwarding	DL380 G3	d327ldn1j973

COREDC01	Domain Controller\DNS\WINS\DHCP	DL380R01	D014DKN1L195
GLOBALDC02	Polaroid & Core Domain Controller\DNS\WINS – VM	DL380R01	D026DKN1K553
MTKAHBDM1	Hummingbird Doc Mgt System	DL380 G3	D347LDN3H072
FILE01	Shared File & Print	DL385	USE529CB24
PGW1	Backup \ Norton AV \ WSUS Server	DL380 G3	D347LDN3H071
MTKASECURITY1	Minnetonka Security systems management server	DL360 G3	6J37LGP4L0A7
Back-up & Recovery, Remote Consoles			
Tape Drive	Tape Backup Device	HP Storage Works MSL6030 with 2 Ultrium 3 drives	2U2528008K
8 Licenses for Servers	Back-up Exec Licensing		
Console Switch	Remote Console Switch – IP Console Switch KVM	HP 1x1x16 IP console switch	MYD526085D
Data Network Gear			
http://192.168.100.2	Main Netscreen Firewall	NS 50	0097082005000301
http://192.168.100.8/admin	Netscreen SSL/VPN	SA 2000	0152082005000036
Cisco Switch – 48 Port	Server Room	cisco 3750 g	SN: FOC0849U07
Cisco Switch – 48 Port	Server Room	cisco 3750 g	SN FOC0848U07X
Cisco Switch – 48 Port	First Floor IDF	3750	SN: CAT1049NJ1N
Cisco Switch – 48 Port	First Floor IDF	3750	SN CAT1041ZH6U
Cisco Switch – 48 Port	Second Floor IDF	3750	SN: CAT1049ZJTV
Cisco Switch – 48 Port	Second Floor IDF	3750 G	FOC0844u06Q
192.168.102.6	WAP 1b Closet	1131AG	FTX1024T10N
192.168.102.9	WAP 1e Closet	1131AG	FTX1028T07M
Phone System			
	InterTel Acess Phone System		
	Polaroid Phones & Spares (estimate of 65 phones and 6 polycoms		
Business Applications			
	Hummingbird – Legal Database System		
	CPI		

Voice & Data Circuitry		
	Quest Voice T1 Circuits	
	Comcast TV & Back-up Circuit	

Schedule 4.1(k)(i)

Valid Use and Ownership of Intellectual Property

4.(k)(i)(a)

1. See demand letters set forth on Schedule 4.1(k)(ii)(c).

2. See Patent Litigation set forth on Schedule 4.1(h).

4.1(k)(i)(b)

Sellers incur costs and expenses related to registration, filing and general maintenance of the Acquired Intellectual Property in the ordinary course of business. Accordingly, Sellers may have a number of outstanding bills in the normal accounts payable process at any given time.

PC owes $10,000 to CSC Corporate Domain Names (the "CSC Payables").

4.1(k)(i)(c) – Employee and Director Rights in Acquired Intellectual Property

1. The License Agreement dated September 9, 2008, by and between Aaron Chang International, LLC and PC, grants certain rights in Acquired Intellectual Property to Aaron Chang International, LLC (the "Aaron Chang License Agreement"). To the Knowledge of Sellers, Michael O'Shaughnessy, a former officer of PC, is the beneficial owner of a controlling interest in Aaron Chang International, LLC.

2. The Intellectual Property License Agreement dated as of January 5, 2006, by and between Zink Imaging, LLC and PC, as amended by that certain Amendment Number 1 to Intellectual Property License Agreement dated as of August 18, 2006, by and between Zink Imaging, LLC and PC, grants certain rights in Acquired Intellectual Property to Zink Imaging, LLC. To the Knowledge of Sellers, certain former officers and employees of Sellers may have an ownership interest in Zink Imaging, LLC.

3. The Sublicense Agreement dated March 5, 2007, by and between Eyewear Brand Limited and StyleMark, Inc., as amended and restated by that certain Amended and Restated Sublicense Agreement dated as of September 1, 2008, by and between Eyewear Brand Limited and StyleMark, Inc., grants certain rights in Acquired Intellectual Property to Stylemark, Inc. To the Knowledge of Sellers, certain former officers and employees of Sellers may have an ownership interest in Stylemark, Inc.

Schedule 4.1(k)(ii)

Non-compliance and Unauthorized Use of Acquired IP

4.1(k)(ii)(a) – Seller Compliance

1. Sellers have not paid a $22,500 annual renewal fee to Macrovision Corporation as required pursuant to the DVD Manufacturing License Agreement dated November 20, 2003, by and between Macrovision Corporation, Macrovision Licensing & Holdings B.V. and PGW. Certain EMEA entities or the Acquired Subsidiary may continue to sell products which use intellectual property licensed from Macrovision.

2. Sellers may be delinquent in the payment of royalties accruing on in-licenses for the period of October 1, 2008 through December 18, 2009, in the maximum aggregate amount of $126,000. Sellers are in the process of calculating royalties due under in-licenses for this period.

4.1(k)(ii)(b) – Infringement and Misappropriation

The Acquired Intellectual Property owned by any of the Sellers is subject to infringement and misappropriation from time to time, none of which would reasonably be expected to have a material adverse effect on the Business. Sellers have engaged counsel to analyze and evaluate potential claims for infringement and misappropriation in the ordinary course of business. Sellers are currently engaged in the following trademark opposition proceedings related to possible infringement of certain Acquired Intellectual Property owned by one or more of the Sellers:

Parties Involved	Jurisdiction	Class(es) Opposed	Mark Opposed
Polaroid Corporation vs. Warszawski Alfredo Esteban	Argentina	9	POLARONE
Polaroid Corporation vs. Warszawski Alfredo Esteban	Argentina	9	POLARUSA
Polaroid Corporation vs. Andres Warszawski	Argentina	9	POLAR1ONE
Polaroid Corporation vs. Lidong Optical Manufacture Co Ltd. China	Brazil	9	POLARONE
Polaroid Corporation vs. Bao Junwei	China	1	BAO LI LAI (& DESIGN)
Polaroid Corporation vs. Mo Chang	China	2	POLAROID
Polaroid Corporation vs. Mo Chang	China	2	BAO LI LAI (in Chinese Characters)
Polaroid Corporation vs. Nanjing Bao Li Lai Cosmetics Corp.	China	3	BAO LI LAI (in Chinese Characters)
Polaroid Corporation vs. Nanjing Bao Li Lai Cosmetics Corp.	China	3	JBL & JIN BAO LI LAI (in Chinese Characters)

Parties Involved	Jurisdiction	Class(es) Opposed	Mark Opposed
Polaroid Corporation vs. Li Xuewu	China	7	BAO LI LAI (in Chinese Characters) & Design
Polaroid Corporation vs. Xianlong Lin	China	9	BAOLILAI
Polaroid Corporation vs. Wenzhou Ke Li Optocal Glasses Co. Ltd.	China	9	POLARONE & DEVICE
Polaroid Corporation vs. Armazones Y Lentes Ltda.	China	9	POLARONE
Polaroid Corporation vs. Tao Xiujin	China	9	POLAROID SUNGLASSES & DESIGN
Polaroid Corporation vs. Mo Chang	China	16	POLAROID
Polaroid Corporation vs. Mo Chang	China	16	BAO LI LAI (in Chinese Characters)
Polaroid Corporation vs. Tan Yi Hua	China	18	POLIROID
Polaroid Corporation vs. Jia Ruichen	China	19	BAO LI LAI (in Chinese Characters)
Polaroid Corporation vs. Luo Hongwen	China	20	BAO LI LAI
Polaroid Corporation vs. Chen Taiping	China	20	BAO LI LAI (in Chinese Characters) & Device
Polaroid Corporation vs. Zou Huayun	China	21	POLAROID & Chinese Characters
Polaroid Corporation vs. Nantong Baolijin Household Textile Co.	China	24	BAO LI LAI (in Chinese Characters)
Polaroid Corporation vs. Nantong Baolijin Household Textile Co.	China	24	POLARAID BAO LI LAI
Polaroid Corporation vs. Nantong Shi Bao Li Jin	China	24	POLARAID (Local Language & Design)
Polaroid Corporation vs. Cao Qianjing	China	41, 44	POILYNICE, BAO LI LAI & DEVICE
Polaroid Corporation vs. Arctecho	Finland	9, 35 and 38	POLARMATE
Polaroid Corporation vs. Beijing Zhanlishun Optical Co., Ltd. and Beijing Shundebao Glasses Co., Ltd.	China	Counterfeiting	Pending Raid by on Chinese Government on Zhanlishun and Shundebao regarding counterfeit eyewear that uses the marks: POLAR & Pixel Logo, as well as Polar with other words (e.g., Polar Best, Polar Sports, Polar Fashion) on goods that originate in China with suspected sales to Russia.

From time to time, and in the ordinary course of business and enforcement activities, PC sends demand letters to third parties who have registered infringing domain names or have otherwise misused or infringed the POLAROID brand. None of these matters are reflected in the immediately preceding chart as they are not currently the subject of litigation.

4.1(k)(ii)(c) – Infringement of Third Party Intellectual Property

1. See the Patent Litigation set forth on Schedule 4.1(h).

2. Pursuant to all manufacturing agreements and Manufacturing License and Support Services Agreements ("MLSAs") to which any Sellers is a party, the obligation to obtain the right to use intellectual property owned by third parties is the responsibility of the manufacturers.

3. Since January 1, 2006, Sellers have received the following demand letters alleging infringement of third party intellectual property[9]:

   a. By letter dated July 26, 2006, Papst Licensing asserted that PC was liable for infringing U.S. Patent Nos. 6,895,449 and 6,470,399, as well as EP Patent No. 0 917 682.

   b. By letter dated November 9, 2006, Micro accused various products of PC and demanded that PC enter licensing agreement for use of patents owned by Micro.

   c. By letter dated July 11, 2007, Thomson Licensing LLC requested a meeting with a representative of PC to discuss licensing patents held by Thomson Licensing LLC.

   d. By letter dated May 28, 2008, Sony Corporation of American asserted that PC's LCT TV models TLA-04641C and FLJ-2036B infringe upon patents held by Sony Corporation.

   e. By letter dated February 15, 2007, Alliacense accused various products of PC and demanded that PC enter licensing agreements for use of patents in Alliacense's MMP Portfolio.

   f. By letter dated April 24, 2008, Alliacense accused various products of PC and demanded that PC enter licensing agreements for use of patents in Alliacense's CORE Flash Portfolio.

   g. By letter dated October 2, 2008, Alliacense accused various products of PC and demanded that PC enter licensing agreements for use of patents in Alliacense's Fast Logic Portfolio.

   h. By email dated September 18, 2007, Thomson asserted that PC was infringing upon certain Thomson patents related to mp3 capable products. i. By letter dated

---

[9] Disclosure pursuant to this Schedule 4.1(k)(ii)(c) shall not constitute an admission of liability for any purpose.

March 3, 2008, Multimedia Patent Trust asserted that PC's products infringed on patents held by the Multimedia Patent Trust.

i. By letter dated June 24, 2008, Nidec Copal asserted that PC infringed on certain patents held by Nidec Copal.

j. By letter dated October 22, 2008, Saxon Innovations, LLC asserted that PC's products infringed on U.S. Patent Nos. 5,530,597 and 5,502,689.

k. By letter dated September 1, 2008, Sisvel SpA and Edico S.r.l accused various products of PC and demanded that PC enter licensing agreements for use of patents owned by Sisvel S.p.A. and Edico S.r.l.

l. By letter dated September 26, 2007, Sharp Corporation accused various products of PC and demanded that PC enter licensing agreements for the use of certain patents owned by Sharp Corporation.

m. By Letter dated October 30, 2006, from BestBuy to Petters Consumer Brands, LLC, BestBuy notified Petters Consumer Brands, LLC that it had received a notice of trademark infringement from DVD Format/Logo Licensing Corporation that accused various products of PC.

n. From time to time PC has received letters from Dolby accusing various products of PC. All matters have been resolved.

4.1(k)(ii)(d) – Asserted Claims of Intellectual Property Litigation

None.

4.1(k)(ii)(e)

See Schedule 4.1(k)(ii)(c).

Schedule 4.1(k)(iii)

Licenses Granted by Sellers

Schedule 4.1(k)(iii)(a) – Acquired Intellectual Property Contracts

Trademark Licenses

1. License Agreement dated March 5, 2007, between Eyewear Brand Limited and PC, as amended and restated by that certain Amended and Restated License Agreement dated as of September 1, 2008, by and between PC and Eyewear Brand Limited (the "Eyewear Master License").

2. Sublicense Agreement dated March 5, 2007, by and between Eyewear Brand Limited and StyleMark, Inc., as amended and restated by that certain Amended and Restated Sublicense Agreement dated as of September 1, 2008, by and between Eyewear Brand Limited and StyleMark, Inc (the "StyleMark Sublicense").

3. PC has granted express permission for the following licenses issued by StyleMark A.G. and StyleMark, Inc. under the StyleMark Sublicense.

    a. License Agreement, No. A-19139, dated as of October 1, 2005, between A PLUS and Polaroid Eyewear AG (*n/k/a* StyleMark A.G.).

    b. License Agreement, No. A-19373, dated as of November 1, 2006, between Eurostar Co., Ltd. and Polaroid Eyewear AG (*n/k/a* StyleMark A.G.).

    c. License Agreement dated as of May 1, 2004, by and between Optoteam AB and PC [Expired but parties operating under its terms].

    d. License Agreement, No. A-19243, dated as of March 20, 2006, between Specsavers International Healthcare Limited and Polaroid Eyewear AG (*n/k/a* StyleMark A.G.).

    e. Sublicense Agreement, dated as of September 1, 2007, between Specialty Lens Corporation, StyleMark A.G. and StyleMark, Inc.

    f. License Agreement dated as of July 1, 2004, by and between Hagemeyer Brands Australia Pty Ltd and Polaroid Eyewear AG (*n/k/a* StyleMark A.G.), which has been terminated by Polaroid Eyewear AG (*n/k/a* StyleMark A.G.) , but remains subject to sell-through period.

    g. License Agreement dated as of November 1, 2006, by and between Etalon LLC and Polaroid Eyewear AG (*n/k/a* StyleMark A.G.). [Expired but Active]

    h. License Agreement dated as of August 1, 2004, by and between Ilmo B.V. and Polaroid Eyewear Nederland BV.

i. License Agreement dated as of October 1, 2004, by and between Novacel Ophtalmique SA and Polaroid Eyewear AG (*n/k/a* StyleMark A.G.).

4. License Agreement dated September 9, 2008, by and between Aaron Chang International, LLC and PC.

5. License Agreement dated October 15, 2001, by and between Mazel Stores, Inc. ("Mazel") and PC, as amended by that certain Letter Agreement dated September 26, 2006 between Mazel and PC, and as further amended by that certain Letter Agreement dated September 26, 2008, between The Mazel Company and PC.

6. Brand License Agreement dated as of July 18, 2006, by and between PNY Technologies, Inc. and PC, as amended by the Side Letter dated as of March 17, 2008.

7. License Agreement dated August 21, 2002, by and between Concord Camera Corp. and PC.

8. License Agreement dated as of January 31, 2006, by and between Concord Camera Corp. and PC (the "Concord License Agreement"). PC has informed Concord Camera Corp. that the License Agreement will not be renewed upon its natural expiration on January 31, 2009.

9. License Agreement dated as of February 16, 2009, by and between PC and URCOVEST, LLC (the "URCOVEST License Agreement").

10. License Agreement dated as of October 21, 2008, by and between PC and Unverkaeufilch Handels GmbH.

11. Joint Development and Marketing Agreement dated as of August 24, 2007, by and between PCE and Storyrock, Inc., as amended.

12. [INTENTIONALLY OMITTED]

13. Settlement and License Agreement dated December 14, 2006, by and between Benjamin M. Glover and PC.

Other

14. Research & Development License Agreement dated November 30, 2006, by and between PC and Edison Pharmaceuticals, Inc., as amended by that certain Letter Agreement dated June 25, 2008, by and between PC and Edison Pharmaceuticals, Inc. (related to the Chemical Library).

Patent Licenses

15. Intellectual Property License Agreement dated as of January 5, 2006, by and between Zink Imaging, LLC and PC, as amended by that certain Amendment Number 1 to

Intellectual Property License Agreement dated as of August 18, 2006, by and between Zink Imaging, LLC and PC.

16. Senshin Patent Purchase Agreement.

17. License Agreement dated January 13, 1998, by and between PC and Sony Corporation.

18. 3M License Agreement.

19. Asahi Optical Co. License Agreement.

20. Boston Laser License Agreement.

21. Canon License Agreement.

22. Digimarc License Agreement.

23. Eastman Kodak License Agreement.

24. Farsharp Industrial License Agreement.

25. Fuji Photo Film License Agreement.

26. Goko Camera License Agreement.

27. JDS Uniphase License Agreement.

28. Konika Corp. License Agreement.

29. Kyocera License Agreement.

30. Leica Camera AG License Agreement.

31. Minolta Settlement Agreement.

32. Kogaku License Agreement.

33. Olympus Optical License Agreement.

34. Photonic License Agreement.

35. Precision License Agreement.

36. Premier Camera License Agreement.

37. Ricoh Non-assertion Agreement.

38. SDL License Agreement.

39. Sinpo License Agreement.

40. Vivitar License Agreement.

41. Haking License Agreement.

Manufacturing License and Support Services Agreements

42. Amended and Restated Manufacturing License and Support Services Agreement dated as of July 25, 2008, by and between PC, Contel International (Macao Commercial Offshore) Company Limited, and Contel USA, Inc., as amended and restated by that certain Amended and Restated Manufacturing License and Support Services Agreement dated as of August 2008, by and between PC, Contel International (Macao Commercial Offshore) Company Limited, and Contel USA, Inc.

43. Manufacturing License and Support Services Agreement dated as of October 24, 2008, by and between PC and Top Victory Electronics de Mexico S.A. de C.V. (the "Top Victory MLSA").

44. Manufacturing License and Support Services Agreement dated as of March 8, 2008, by and between PC, Proview Technology (Shenzhen) Co. Ltd., Ningbo Prowell Electronic Co., Ltd., and Proview Technology.

45. Manufacturing License and Support Services Agreement dated as of December 19, 2008, by and between PC and Summit Technology Group, LLC, which has been executed by all parties but may require approval from the bankruptcy court to become enforceable (the "Summit MLSA").

46. Memorandum of Understanding dated December 22, 2008, between 3NOD Group (HK) Co., Limited and PC (the "3NOD MOU").

4.1(k)(iii)(b)

1. See Schedule 4.1(k)(iii)(a).

2. All agreements between Sellers and distributors contain limited licenses for the use of Acquired Intellectual Property.

3. All Manufacturing License and Support Services Agreements set forth in Schedule 4.1(k)(iii)(a) have indemnification provisions.

4. Coexistence Agreement dated as of September 27, 2005, by and between PC and Itron Technology Inc.

5. Coexistence Agreement dated as of July 8, 2005, by and between PC and Texas Instruments, Inc.

6. Co-Existence Agreement dated as of May 12, 2005, by and between PC and Silke Barra & Istvan Barra.

7. Settlement Agreement dated as of October 18, 2008, between PC and Iton.

8. Settlement and License Agreement dated December 14, 2006, by and between Benjamin M. Glover and PC.

9. Letter of Understanding dated April 28, 2008, from MPEG LA, which described oral settlement agreement between PC and MPEG LA and did not require execution by PC.

10. Settlement Agreement by and between AQC Group Corporation and PC.

11. Settlement Agreement dated as of August 8, 2005, by and between PC and HarperCollins Publishers Ltd.

12. Settlement Letter Agreement dated as of February 11, 2005, by and between PC and Global American Technologies, LLC.

13. Modification of Settlement Letter Agreement dated as of April 12, 2005, by and between PC and Global American Technologies, LLC.

14. Settlement Agreement dated as of April 10, 2005, by and between PC and Polarion Software AG.

15. Settlement Agreement and Mutual Specific Release dated as of June 21, 2006, by and between Polaroid Consumer Electronics LLC and Jiangkui International Digital Co. Ltd.

16. Settlement Agreement dated as of March 1, 2008, by and between PC and YingChang France SARL.

17. Settlement and Patent License Agreement dated as of October 21, 2006, by and between Technology Licensing Company, Inc. and PCE.

18. Settlement Agreement dated as of October 18, 2007, by and between Digital Spectrum Solutions, Inc. and PC.

19. Patent License Agreement dated as of April 28, 2006, by and between Guardian Media Technologies, Ltd. and Petters Consumer Brands, LLC (n/k/a Polaroid Consumer Electronics, LLC).

20. Settlement and Patent License Agreement dated as of January 2, 2007, between Positive Technologies, Inc. and PC.

21. Apple In-License Agreement.

22. ArcSoft In-License Agreement.

23. Audio MPEG/Sisvel In-License Agreement.

24. Digital Choice Settlement Agreement.

25. Discovision In-License Agreement.

26. DivX In-License Agreement.

27. DVD6C In-License Agreement.

28. Funai In-License Agreement.

29. Macrovision (1) In-License Agreement.

30. McubeWorks In-License Agreement.

31. MPEG LA In-License Agreement.

32. MPEG LA 2 In-License Agreement.

33. Nissim In-License Agreement.

34. Philips (1) Re-Seller Agreement (expired by its terms, but parties continue to operate thereunder).

35. Philips (2) Re-Seller Agreement (expired by its terms, but parties continue to operate thereunder).

36. SoniqCast Settlement Agreement.

37. Storage Appliance In-License Agreement.

38. ULDAGE In-License Agreement.

39. Imaging Products License Agreement.

40. Bluetooth Logo License Agreement.

41. Funai Settlement Agreement.

42. MPEG DVB-T License Agreement.

Schedule 4.1(k)(v)

Software

4.1(k)(v)(a)

The IT Software and Services under the sub-headings titled "Web Application Software," "Application Software," and "Infrastructure Software" on Schedule 1.2(e), excluding any items under such headings on such Schedule 1.2(e) that constitute mass market software that is available and subject to "shrink-wrap" or "click-through" license agreements.

4.1(k)(v)(b)

None.

Schedule 4.1(l)

Information Technology

See Schedule 1.2(e).

Schedule 4.1(m)

Permit Violations

None.

Schedule 4.1(o)

Insurance

PGW is the first named insured under the insurance policies listed in this Schedule 4.1(o).

Coverage	Policy Number	Carrier	Limits of Liability	$	Deductible	Effective	Expiration	Premium
Stock Through Put	JY473008X	Lloyds of London	Any one conveyance or location including earthquake	per location	various	9/21/2008	9/21/2009	$511,125
Commercial General Liability / Package	41UUNIS7857	Hartford Fire Insurance Co.	General Aggregate:	$2,000,000	none	9/30/2008	9/30/2009	$138,060
			Products/Completed Ops Aggregate:	$2,000,000				
Business Automobile	41UUNIS7857 41MCPDP4379 (MA)	Hartford Insurance Liability	Combined Single Limit BI / PD:	$1,000,000		9/30/2008	9/30/2009	$13,809
			Physical Damage:					
			Comprehensive Coverage Deductible		$1,000			
			Collision Coverage Deductible		$1,000			
Workers' Comp & Employers Liability	41WEIN2459	Hartford Insurance	Statutory Limits-WC	$500,000-EL	none	9/30/2008	9/30/2009	$32,693 (PC)
			$500,000-EL					
Foreign General and Automobile Liability	WRI0006386	AIG Private Client Group	Master Control Program	$3,000,000	none	9/30/2008	9/30/2009	$66,556 (PC)
			General Aggregate (other than Product-Comp Operations)	$2,000,000				
			Products/Completed Ops Aggregate	$1,000,000				

Coverage	Policy Number	Carrier	Limits of Liability	$	Deductible	Effective	Expiration	Premium
			Each Occurrence	$1,000,000				
Foreign W/Comp & Empl. Liability	WR10006386	AIG Private Client Group	Statutory Limits-WC	$1,000,000-EL	none	9/30/2008	9/30/2009	Included
Advertiser's Liability	MCN 639021	National Casualty Company	Limit of Liability:	$1,000,000	$50,000	9/30/2008	9/30/2009	$3,907 (PC)
Crime Insurance	6804-8927	Chubb	Employee Dishonesty	$5,000,000	$75,000	12/2/2008	9/30/2009	$16,705
			Forgery Alterations	$5,000,000	$75,000			
			Money & Security on Premises	$500,000	$5,000			
			Money & Security – Messenger	$500,000	$5,000			
			Computer Fraud	$5,000,000	$50,000			
			Funds Transfer Fraud	$5,000,000	$75,000			
Umbrella Liability – Lead	AUC591524403	American Guarantee & Liability Ins. Co. (Zurich)	Each Occurrence/Aggregate	$25,000,000	none	9/30/2008	9/30/2009	$140,000 (PC)
Excess Liability (50M xs 25M)	SHX000879479754	The American Insurance Co.	Each Occurrence/Aggregate excess of $25,000,000	$50,000,000	none	9/30/2008	9/30/2009	$88,180 (PC)
Excess Liability (25M xs 50M)	NHA046056	RSUI	Each Occurrence/Aggregate excess of $75,000,000	$25,000,000	none	9/30/2008	9/30/2009	$26,000 (PC)
Product Recall*	823/08PR2033600	Lloyds of London – Beazley	Claims made / Per insured event/ Aggregate	$10,000,000	$500,000	4/4/2008	4/4/09	$378,520 (PC)

Coverage	Policy Number	Carrier	Limits of Liability	$	Deductible	Effective	Expiration	Premium
Employment Practices Liability	ELU105481-08	XL	Claims made / Per insured event/ Aggregate	$ 10,000,000	$ 100,000	6/25/2008	6/25/2009	$75,000 (Shared with Petters)
Euler Hermes Credit Insurance Policy	4159442	Euler Hermes		$9,000,000	$100,000		10/31/2009	
All Risk Property for Italy, Japan and China	B0595PL0605808	Lloyds of London	Per Scheduled Locations		$50,000	11/30/2008	11/30/2009	$23,687 (PC)
All Risk Property Mexico	SBS-1000063-01	AIG Mexico Segura Interamericana S.A. de C.V.	Per Scheduled Locations		$5,000	11/30/2008	11/30/2009	$13,642 (PC)
Travel Accident	BTA5002	Chubb	Various			4/1/2007	4/1/2010	$4,172 annual (PC)

*Policy expired on April 4, 2009. Pursuant to the terms of this policy, Sellers have sixty (60) days from the expiration date to file claims for returns or recalls arising on or before April 4, 2009.

Schedule 4.1(p)

Real Property

1. Sellers have not paid rent for January 2009 due and owing under the Norwood Lease.

2. Sellers did not pay rent for October, November or December 2008, or January 2009, under the Office Lease dated July 1, 2007, with the Petters Group Worldwide, LLC (the "Original Baker Sublease"), which is a sublease to the Lease dated December 8, 2006, by and between Welsh Baker Road, LLC and PGW (Minnetonka, MN). The outstanding balance was satisfied in connection with the execution of the New Welsh Lease.

All of the liabilities referred to in this Schedule 4.1(p) shall constitute Excluded Liabilities.

Schedule 4.1(s)

Absence of Certain Developments

See Schedule 4.1(t) for contracts or amendments thereto executed between September 30, 2008 and the date hereof.

(vi)

1. Polaroid International Trading (Shanghai) Ltd. entered into a new office lease with MLS Business Centres as of March 18, 2009.
2. New Welsh Lease.

(v)

Sellers have placed purchase orders in the ordinary course of business in excess of $50,000.

(vi)

3. Settlement Agreement dated as of October 16, 2008, by and between Flextronics Sales and Marketing Consumer Digital, Ltd. and PCE (the "Flextronics Settlement Agreement").
4. Settlement Agreement by and between PC and Hewlett-Packard Co. dated as of October 16, 2008.

(x)

2. Since the Balance Sheet Date and through and including the Petition Date Sellers have delayed payment on accounts payable and other Liabilities of the Business.
3. Sellers have not paid rent for January, February or March 2009 due and owing under the Norwood Lease.
4. See Schedule 4.1(p), item 2.

(xiii)

1. Sellers have not performed under a number of employment and severance agreements.
2. Pursuant to a letter dated December 11, 2008, PC granted Brett Henke a market adjustment increase in his salary.

(xiv)

3. Consulting Agreement dated as of December 18, 2008, by and between BKP Marketing, Inc. and PC, as amended by that certain Extension to Consultant Services Agreement dated as of February 25, 2009.
4. Consulting agreements or renewals for professional services and consultants engaged by Sellers.

(xv)

Sellers have executed annual renewals of Seller Benefit Plans in the ordinary course of business.

(xvii)

Polaroid (Mauritius) III Limited currently owns all of the outstanding equity interests of Polaroid International Trading (Shanghai) Co. Ltd. Polaroid (Mauritius) III Limited is currently in the process of transferring such equity interests to Polaroid China Limited, a Hong Kong entity wholly-owned by PCE.

(xviii)

1. Griffin Sales Representative Agreement.
2. Sales Representative Agreement dated as of January 9, 2008, by and between PC and RASCO International, Inc., which has been executed by all parties but may require approval from the bankruptcy court to become enforceable.
3. See Schedule 4.1(t) for contracts executed by Sellers from September 30, 2008 through the date hereof.
4. Sellers have filed motions in connection with the bankruptcy proceedings to reject contracts not necessary to the Business going forward, including the Norwood Lease and the Interim Lease dated as of June 28, 2006, by and between WCD Property LLC, PC, PHC, and PWALT (relating to the property located at 1265 Main Street, Waltham, MA).

(xx)

The Aaron Chang License Agreement.

(xxiii)

1. The 3NOD MOU, which has been executed by all parties but may require approval from the bankruptcy court to become enforceable.
2. The Flextronics Settlement Agreement.
3. The Summit Revenue Allocation Agreement.
4. Sales Representative Agreement dated as of January 9, 2008, by and between PC and RASCO International, Inc.
5. The Summit MLSA.
6. Revenue Allocation Agreement dated as of October 16, 2008, by and among Summit Technology Group L.L.C., Harmer Holdings, LLC, PC and Flextronics Sales and Marketing Consumer Digital, Ltd. [Expired by its terms on March 31, 2009]
7. Manufacturing License and Support Services Agreement by and between PC and Summit Technology Group, LLC dated as of October 2008. [Expired by its terms on March 31, 2009]

8. Sellers allowed certain trademarks and domain name registration to lapse.

9. Sellers have terminated certain intercompany agreements with Polaroid Hospitality and Commercial, LLC.

10. Sellers have taken actions to terminate all intercompany agreements.

11. Received notice of non-renewal from ArcSoft.

(xxv)

Aaron Chang License Agreement.

Sellers have entered into non-disclosure agreements in the ordinary course of business.

(xxvi)

PC owes $2,750,000 under the Letter Agreement by and between PC and Target Chip Ganassi Racing dated as of September 17, 2007 and Assignment of Contract Payment from Target Chip Ganassi Racing to Target Corporation dated as of September 17, 2007.

Schedule 4.1(t)

Material Contracts

1. Demand Note for $6,500,000 issued by Polaroid Consumer Electronics Mexico, S. de R.L. de C.V. in favor of PCE (f/k/a Petters Consumer Brands, LLC) dated as of November 4, 2004 **[Excluded]**

2. Standby Letter of Credit, No. CTCS-273236, in favor of RLI Insurance Co. in the amount of $500,000 to secure the U.S. Customs Insurance of PC. **[Excluded]**

3. Standby Letter of Credit in favor of Western Surety in the amount of $200,000 to secure the U.S. Customs Insurance of PC. **[Excluded]**

4. Standby Letter of Credit in favor of Navigators Insurance Co. in the amount of $1,300,000 to secure U.S. Customs Insurance of PCE. **[Excluded]**

5. Standby Letter of Credit, No. CTCS-286702, in the amount of $500,000. **[Excluded]**

6. Standby Letter of Credit, No. CTCS-385118, in the amount of $248,937.78. **[Excluded]**

7. Standby Letter of Credit, No. CTCS-385117, in the amount of $79,056. **[Excluded]**

8. Commercial Letter of Credit, No. IJCI-566242, in favor of FUJIFILM Corporation in the amount of $135,000. **[Excluded]**

9. Standby Letter of Credit, No. 3012941, in favor of Liberty Mutual in the amount of $100,000. **[Excluded]**

10. Standby Letter of Credit, No. 3012731, in favor of Doral Corporate Center in the amount of $25,169. **[Excluded]**

11. Agreement Regarding Remittance of Funds by and among Proview Group (L) Limited, PC, UPS Capital Global Trade Finance Corporation and UPS Capital HK Limited dated as of June 5, 2008. (Target). **[Excluded]**

12. Agreement Regarding Remittance of Funds by and among Contel International (Macao Commercial Offshore) Company Limited, PC, UPS Capital Global Trade Finance Corporation, and UPS Capital HK Limited dated as of November 20, 2008. (Target) **[Acquired]**

13. Agreement Regarding Remittance of Funds by and among Contel International (Macao Commercial Offshore) Company Limited, Contel USA, Inc., PC, UPS Capital Global Trade Finance Corporation, and UPS Capital HK Limited dated as of November 20, 2008. **[Acquired]**

14. Second Amended and Restated Security Agreement made by PC and PCE in favor of Acorn Capital Group, LLC dated as of May 12, 2008. **[Excluded]**

15. Grant of Security Interest in Trademarks issued by PC in favor of Acorn Capital Group, LLC dated as of May 12, 2008. **[Excluded]**

16. Amended and Restated Security Agreement may be PC and PCE in favor of PAC Funding, LLC dated as of April 18, 2008. **[Excluded]**

17. $10,000,000 Promissory Note issued by PC and PCE to PAC Funding, LLC dated as of April 18, 2008. **[Excluded]**

18. $5,000,000 Amended and Restated Promissory Note issued by PC to Petters Capital, LLC dated as of December 15, 2007. **[Excluded]**

19. $5,000,000 Amended and Restated Promissory Note issued by PC to Petters Capital, LLC dated as of December 15, 2007. **[Excluded]**

20. Second Amended and Restated Loan Agreement by and among PC, Petters Company, LLC, Petters Company, Inc. and Petters Capital, LLC dated as of December 15, 2007. **[Excluded]**

21. $4,000,000 Amended and Restated Promissory Note issued by PC to Petters Capital, LLC dated as of December 15, 2007. **[Excluded] [This note was pledged as security by Petters Capital to RWB Services LLC, and RWB exercised its security interest in this note on November 16, 2008.]**

22. $6,000,000 Amended and Restated Promissory Note issued by PC to Petters Capital, LLC dated as of December 15, 2007. **[Excluded] [This note was pledged as security by Petters Capital to RWB Services LLC, and RWB exercised its security interest in this note on November 16, 2008.]**

23. [INTENTIONALLY OMITTED]

24. Revenue Allocation Agreement by and between PC and Summit Technology Group, L.L.C. dated as of December 19, 2008. **[Acquired]**

25. Senior Subordinated Term Loan Agreement by and between PC and Petters Capital, LLC dated as of April 27, 2005. **[Excluded]**

26. $125,000,000 Senior Subordinated Note issued by PC to Petters Capital, LLC dated s of April 27, 2005. **[Excluded]**

27. $20,000,000 Amended and Restated Secured Subordinated Term Note issued by PC to Petters Company, Inc. dated as of September 11, 2008. **[Excluded]**

28. Second Amended and Restated Pledge and Security Agreement by PC in favor of Petters Company, LLC, Petters Company, Inc. and Petters Capital, LLC dated as of December 15, 2007. **[Excluded]**

29. Trademark Security Agreement by PC in favor of Ritchie Capital Management, L.L.C. dated as of September 19, 2008. **[Excluded]**

30. $10,005,000 Amended and Restated Unsecured Subordinated Term Note issued by PCE to Thomas Petters, Inc. dated as of September 11, 2008. **[Excluded]**

31. $8,982,645 Amended and Restated Unsecured Subordinated Term Note issued by PCE to Petters Company, Inc. dated as of September 11, 2008. **[Excluded]**

32. Continuing Agreement for Commercial Standby Letters of Credit by and between PCE (f/k/a Petters Consumer Brands, LLC) and JPMorgan Chase Bank, N.A. dated as of July 8, 2005. **[Excluded]**

33. Assignment Agreement by and among Proview Technology, Inc., PC, and The CIT Group/Commercial Services, Inc. dated as of May 6, 2008, as Amended and Restated by the Amended and Restated Agreement dated as of July 31, 2008 **[Excluded] [Not fully executed]**

34. Licensor Waiver Agreement by and between The CIT Group/Commercial Services and PC dated as of May 6, 2008. **[Excluded]**

35. Letter Agreement by and between Wideblue Limited and Polaroid (UK) Limited dated as of March 1, 2006 (the "Wideblue Letter Agreement"), as amended by the Novation Agreement by and between Wideblue Limited, Polaroid (UK) Limited and PC dated as of March 27, 2006 (the "Wideblue Novation"). **[Excluded]**

36. Lockbox Service Terms Agreement by and among PCE and PC and JP Morgan Chase Bank, N.A. **[Acquired]**

37. PC offers employees the opportunity to participate in the following employee benefits: **[Excluded]**

    a. Preferred Provider Organization (PPO) Health Care Plan (Advantage), as amended November 1, 2008.

    b. Preferred Provider Organization (PPO) Health Care Plan (Value), as amended November 1, 2008.

    c. Preferred Provide Organization (PPO) Health Care Plan (Premium), as amended November 1, 2008.

    d. Delta Dental Plan of Minnesota – Group Dental Plan Contract dated as of May 15, 2006.

e. The Lincoln National Life Insurances Company Short Term Disability Short Term Disability Insurance Policy #000010084510

f. The Lincoln National Life Insurances Company Voluntary Life/AD&D Insurance Policy # 400085948

g. The Lincoln National Life Insurances Company Long Term Disability Short Term Disability Insurance Policy #000010084509.

38. Although not a contract, for purposes of disclosure Sellers are including all discretionary bonus programs offered by Sellers, including, without limitation, the fact that Polaroid has offered a number of employees the opportunity to participate in that certain Polaroid IT Special Bonus Program, including the following employees: **[Excluded]**

a. Jean E. Avitabile
b. Charles M. Bairos
c. Marco Benton
d. Licoln B. Bertran
e. Susan B. Breviglia
f. Leonard J. Chicarello
g. Jared Danielson
h. Maria A. Garofalo
i. Bernard F. Gilooly
j. Michael Greenidge
k. Moira Ohallowell
l. Michael T. Hand
m. David B. Margossian
n. Kelly Martin
o. Michael F. McElroy
p. Leonard M. McMullen
q. Roy L. Moore
r. Carol Nung
s. Jan M Orocyk
t. Helen F. Rezk
u. Nishi Tripathi
v. Margaret Ward
w. Margarita Zhonirovsky
x. William P. Dumont
y. Thomas McGrath

39. Although not a contract, for purposes of disclosure Sellers are including all discretionary bonus programs offered by Sellers, including, without limitation, the fact that Polaroid has offered a number of employees the opportunity to participate in that certain Polaroid Transition Bonus Program, including the following employees: **[Excluded]**

a. Wayne L. Beacham
b. Marianne Dilman

c. Charles A. Edwards
d. Susan L. Gagnon
e. Robert Gannon
f. Alan H. MacElhiney
g. Elaine C. Meschino
h. Janice E. Neville
i. Lawrence P. Pennell
j. William Porcello
k. Marcia M. Saunders
l. Edward Sullivan
m. Elisa L. Terrasi
n. Emmanuella Thomas
o. James M. Vozzella
p. David H. Wellons
q. Paula Corolla
r. William Carnes
s. William Callahan Jr.
t. Gerard E. Chaloux
u. Walter G. Chisholm
v. Robert G. Daly
w. Terrence J. Downey
x. Patrick A. Draper
y. Theresa R. Duggan
z. Mark H Eisan
aa. Kim Goslant
bb. Alvin Harris
cc. Marie E. Jerome
dd. Robert Johnson
ee. Evelyn L. Labanara
ff. Robert Martell
gg. William Osborne
hh. Janet Peterson
ii. Maureen C. Roche
jj. Elaine M Savage
kk. James F. Shea
ll. Zelian Sterk
mm. Earnestine Harris
nn. Jospeh A. Michienzi
oo. Joel F. Angelico
pp. Brian D. Murphy
qq. Willaim H. Richards Jr.
rr. Thomas J. Buckley
ss. Margaret A. Holmberg
tt. Mary-Ann E. Lapierre
uu. Randall Lucas
vv. Peter C. Spear

ww. Paula J. Carlson
xx. David W. Chace
yy. Michael K. Fox
zz. Charles E. Francis
aaa. Robert J. Jamieson
bbb. Ginny L. Jenkins
ccc. Harry J. Kohn
ddd. Lesa A. Langston
eee. Bruce S. Lazarus
fff. Margaret M. Lee
ggg. Theophilus J. McLelland III
hhh. Karen L. Michels
iii. Robert D. White

40. Although not a contract, for purposes of disclosure Sellers are including all discretionary bonus programs offered by Sellers, including, without limitation, the fact that Polaroid has offered the employee listed below the opportunity to participate in that certain Special Bonus for Polaroid Collection Business: **[Excluded]**

    a. Barbara P. Hitchcock

41. Polaroid has offered the employee listed below the opportunity to participate in that certain 2008 Special Bonus Opportunity: **[Excluded]**

    a. Dan Anderson

42. Extended Severance Agreement by and between Robert G. Daly and PC dated as of July 18, 2008. **[Excluded]**

43. Extended Severance Agreement by and between Elizabeth Picanso and PC dated as of October 27, 2008. **[Excluded]**

44. Extended Severance Agreement by and between Bruce S. Lazarus and PC dated as of July 18, 2008. **[Excluded]**

45. Extended Severance Agreement by and between Scott Hardy and PC dated as of May 28, 2008. **[Excluded]**

46. Extended Severance Agreement by and between James P. Dolan and PC dated as of June 25, 2008. **[Excluded]**

47. Extended Severance Agreement by and between Joel F. Angelico and PC dated as of July 15, 2008. **[Excluded]**

48. Extended Severance Agreement by and between Kim Goslant and PC dated as of June 23, 2008. **[Excluded]**

49. Extended Severance Agreement by and between Gerard E. Chaloux and PC dated as of July 8, 2008. **[Excluded]**

50. Extended Severance Agreement by and between Robert M. Gannon and PC dated as of July 1, 2008. **[Excluded]**

51. Extended Severance Agreement by and between Edward Sullivan and PC dated as of July 10, 2008. **[Excluded]**

52. Extended Severance Agreement by and between William Porcello and PC dated as of July 13, 2008. **[Excluded]**

53. Extended Severance Agreement by and between Michael Greenidge and PC dated as of June 18, 2008. **[Excluded]**

54. Extended Severance Agreement by and between William P. Dumont and PC dated as of June 18, 2008. **[Excluded]**

55. Extended Severance Agreement by and between Richard V. Tino and PC dated as of July 1, 2008. **[Excluded]**

56. Letter Agreement regarding severance by and between Robert McDonough dated as of December 19, 2006. **[Excluded]**

57. Employment Termination Agreement and General Release by and between Thomas Beaudoin dated as of June 18, 2008. **[Excluded]**

58. Employment Termination Agreement and General Release by and between Anne Joyce dated as of June 23, 2008. **[Excluded]**

59. Employment Termination Agreement and General Release by and between Stephen Keches dated as of June 23, 2008. **[Excluded]**

60. Employment Termination Agreement and General Release by and between Cynthia Micavich dated as of June 19, 2008. **[Excluded]**

61. Employment Termination Agreement and General Release by and between John Nich dated as of June 18, 2008. **[Excluded]**

62. Employment Termination Agreement and General Release by and between Jean T. Hoxie-Wasko dated as of September 24, 2008. **[Excluded]**

63. Employment Termination Agreement and General Release by and between Richard V. Tino dated as of September 26, 2008. **[Excluded]**

64. Retention Bonus Agreement by and between PC and Bradford J. Kullberg dated as of March 9, 2008. **[Excluded]**

65. Retention Bonus Agreement by and between PC and Daniel P. Senecal dated as of December 15, 2005. **[Excluded]**

66. Retention Bonus Agreement by and between PC and Anne L. Madara dated as of January 5m 2006. **[Excluded]**

67. Retention Bonus Agreement by and between PC and John W. Lavery dated as of January 4, 2006. **[Excluded]**

68. Retention Bonus Agreement by and between PC and Clarence A. Clark, Jr. dated as of December 15, 2005. **[Excluded]**

69. Retention Bonus Agreement by and between PC and George Fotheringham dated as of December 15, 2005. **[Excluded]**

70. Retention Bonus Agreement by and between PC and Kyle M. MacDonald dated as of June 30, 2008. **[Excluded]**

71. The Sellers, as a standard practice, require all employees to execute one of the two forms of confidentiality agreements supplied to the Buyer (based on level of employment), at the commencement of employment. However, from time to time, Sellers may have failed to secure the signature of an employee or to retain a signed copy of such agreement.

72. Sellers have an informal agreement related to shared-services for records management with PGW (Lois Kruse) **[Excluded]**

73. Amended Agreement for Consultant Services by and between PC and World Wide Solutions, Inc. dated as of November 17, 2008. **[Excluded]**

74. Consulting Agreement by and between BKP Marketing, Inc. and PC dated as of December 18, 2008, as amended by that certain Letter Agreement dated as of February 23, 2009. **[Acquired]**

75. International Consulting Agreement by and between PC and Mercer Human Resource Consulting, Inc. dated as of February 15, 2006. **[Excluded]**

76. Agreement for Consultant Services by and between PC and Michael O'Keefe dated as of September 11, 2008, as amended. **[Excluded]**

77. Agreement for Consultant Services by and between PC and Katherine Dugan dated as of June 30, 2008, as amended by a Letter Agreement dated as of January 12, 2009, and as further amended by a Letter Agreement dated as of March 18, 2009. **[Acquired]**

78. Agreement for Services by and between PC and Qualified Resources International, LLC dated as of February 28, 2005. **[Excluded]**

79. Master Consulting Agreement by and between PC and Hewitt Associates LLC dated as of September 15, 2004 and letter agreement amending the Master Consulting Agreement dated as of April 1, 2007. **[Excluded]**

80. Agreement for Consultant Services by and between PC and Michael D. Walters dated as of September 29, 2008. **[Excluded]**

81. Temporary Help Services in India Agreement by and between PC and Adecco Flexione Workforce Consulting Private Limited, dated, June 29, 2007 **[Excluded]**

82. Contract Labor Services Agreement dated as of April 1, 2003, by and between PC and Adecco USA, Inc. D/B/A TAD, as amended by that certain Amendment Agreement dated June 29, 2007, and as further amended by that certain Amendment Agreement dated November 12, 2008. **[Excluded]**

83. Valuation Services Agreement by and between PC and Valuation Research Corporation, dated, April 27, 2007. **[Excluded]**

84. Market Research Agreement by and between PC and Ipsos-Insight, dated August 16, 2004. **[Excluded]**

85. Consulting Services Agreement by and between PC and Hewitt Associates, LLC, dated April 1, 2007. **[Excluded]**

86. Outplacement Services Agreement, for Senior Directors, by and between PC and Zissis-McGovern, Inc., dated September 19, 2008. **[Excluded]**

87. Consulting Agreement by and by and between PC and Robert Half Management Resources, dated January 19, 2006. **[Excluded]**

88. [INTENTIONALLY OMITTED]

89. Restoration Agreement by and by and between PC and Paul Messier, LLC, dated July 21, 2008. **[Acquired]**

90. Consulting Services Agreement by and by and between PC and George Pilla, dated February 20, 2002. **[Excluded]**

91. Ethics call center Agreement by and by and between PC and Pinkerton Compliance Services, dated February 1, 2003. **[Excluded]**

92. Executive Outplacement Service Agreement by and between PC and TMI Executive Resources, dated September 19, 2008. **[Excluded]**

93. Legal Services Agreement by and by and between PC and Bingham McCutchen LLP, dated September 6, 2006. **[Excluded]**

94. Legal Engagement Letter by and by and between PC and Brown & Gidding, P. C., dated November 4, 2004. **[Excluded]**

95. Executive Outplacement Services Agreement by and by and between PC and ClearRock, dated June 4, 2004. **[Excluded]**

96. Consulting Services Agreement for Software Development by and between PC and Commerce One, Inc., dated May 19, 2000. **[Excluded]**

97. Real Estate Consulting Agreement by and by and between PC and David Wellons Consulting, dated January 8, 2009, as amended by Letter Agreement dated March 18, 2009. **[Excluded]**

98. Letter Agreement by and between PCE (f/k/a Petters Consumer Brands, LLC) and Asda Stores Limited dated as of February 14, 2005. **[Excluded]**

99. Sellers have obtained certain customs bonds back by letters of credit, including:**[Excluded]**

    a. [INTENTIONALLY OMITTED]

    b. U.S. Department of Homeland Security, Bureau of Customs and Border Protection Customs Bond No. 9907AH853, dated as of December 1, 2007.

    c. Department of the Treasury of the United States Customs Service Customs Bond No. 9908T6652, dated as of September 20, 2008.

100. Indemnity Agreement and Release of Liability by PC in favor of Wal-Mart Stores, Inc. dated as of September 18, 2008. **[Acquired]**

101. Indemnity Agreement and Waiver of Claims by and between Konarka Technologies, Inc. and PC dated as of May 30, 2003. **[Excluded]**

102. Vendor Manual Acknowledgement Letter between Amazon.com and PCE (f/k/a Petters Consumer Brands, LLC) dated November 15, 2004. **[Acquired]**

103. Vendor Agreement between Best Buy Canada Ltd. and PCE (f/k/a Petters Consumer Brands, LLC) dated July 16, 2003. **[Acquired]**

104. Vendor Agreement by and between Costco Wholesale Canada Ltd. and PCE dated December 12, 2006. **[Acquired]** [Costco has not executed]

105. Vendor Agreement by and between Fry's Electronics and PCE dated March 15, 2004. **[Acquired]**

106. Distribution Agreement by and between Ingram Micro Inc. and PCE dated as of September 29, 2006. **[Acquired]**