

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Eastman Kodak Company		07/18/2008	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Optical Storage Technology Association		
<b>Street Address:</b>	19925 Stevens Creek Blvd.		
<b>City:</b>	Cupertino		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95014		
<b>Entity Type:</b>	a Nonprofit Mutual Benefit corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78750460	EVERPLAY	
<b>Serial Number:</b>	78750440	EP EVERPLAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(407)841-2343		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	407-841-2330		
<b>Email:</b>	dsigalow@addmg.com		
<b>Correspondent Name:</b>	David L. Sigalow, Esq.		
<b>Address Line 1:</b>	255 South Orange Avenue		
<b>Address Line 2:</b>	Suite 1401		
<b>Address Line 4:</b>	Orlando, FLORIDA 32801		
<b>ATTORNEY DOCKET NUMBER:</b>	110097		
<b>NAME OF SUBMITTER:</b>	David L. Sigalow		
<b>Signature:</b>	/David L. Sigalow/		

OP \$65.00 78750460

Date:

01/02/2009

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of July 31, 2008 (the "Effective Date") is made by and between Eastman Kodak Company, a New Jersey corporation with an office at 343 State Street, Rochester, New York 14650 ("Assignor") and Optical Storage Technology Association, a California Nonprofit Mutual Benefit corporation, an international trade association, having a principal place of business at 19925 Stevens Creek Blvd., Cupertino, CA 95014, U.S.A. (hereinafter referred to as "OSTA") ("Assignee").

WHEREAS, Assignor owns certain right, title and interest in and to each trademark and service mark identified on Schedule 1, and all registrations, applications for registration, common law rights and goodwill associated therewith and symbolized thereby ("Trademarks");

WHEREAS, Assignor desires to assign and transfer, and Assignee desires to receive, the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts the assignment and transfer from Assignor of all Assignor's right, title and interest in and to the Trademarks. The rights to the Trademarks transferred to Assignee pursuant to this Assignment include (a) all rights of priority derived from the Trademarks; (b) all goodwill of the Business connected with and symbolized by the Trademarks (c) any renewals thereof; (d) all past, present and future claims, counterclaims, credits, causes of action, rights of recovery and rights of setoff against third persons for infringement or other violation of the Trademarks; and (e) the sole right to enforce the Trademarks and to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs, including acts which may have occurred prior to the Effective Date.

Assignor agrees that it will render to Assignee, at Assignee's request and expense, such lawful cooperation and assistance as may be reasonably necessary to effect the transfer and assignment of the Trademarks and for the proper maintenance and enforcement of the Trademarks. Assignee agrees that it will be responsible for all expenses related to the recordal of this Assignment, including individual country assignments, as required.

The parties hereto agree to take whatever steps may be necessary to effectuate the transfer and assignment of the Trademarks contemplated hereunder.

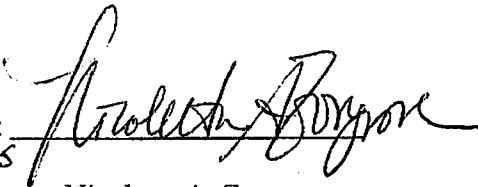
This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and wholly performed therein.

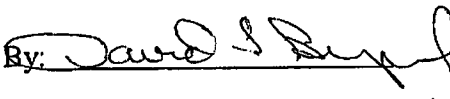
This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

EASTMAN KODAK COMPANY

OPTICAL STORAGE TECHNOLOGY  
ASSOCIATION

By:   
Name: Nicoletta A. Zongrone

By:   
Name: David L. Bunzel

Title: General Manager,  
Worldwide Kiosk Systems & Services  
Consumer Digital Imaging Group  
and Vice-President

Title: President

TRADEMARK

REEL: 003912 FRAME: 0516

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF NEW YORK

ss.:

COUNTY OF MONROE

On this 18<sup>th</sup> day of July 2008, before me personally came Nicoletta A. Zongrone, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that she is the General Manager, Worldwide Kiosk Systems & Services, Consumer Digital Imaging Group and Vice-President of Eastman Kodak Company, a New Jersey corporation, and that she executed the foregoing instrument in the firm name of Eastman Kodak Company, and that she had authority to sign the same, and she acknowledged to me that she executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Charlene M. Boesel

Notary Public - State of New York

Printed Name Charlene M. Boesel

My Commission Expires:

5/5/11

**CHARLENE M. BOESEL**  
Notary Public, State of New York  
No. 01BO5077201  
Qualified in Monroe County  
Commission Expires May 5, 2011

**TRADEMARK**

**REEL: 003912 FRAME: 0517**

**Schedule 1: Trademarks and Service Marks**

EVERPLAY - Serial No. 78/750460



EVERPLAY (& DESIGN)  
Serial No. 78/750440

EVERPLAY