

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eastman Kodak Company		07/18/2008	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Optical Storage Technology Association		
Street Address:	19925 Stevens Creek Blvd.		
City:	Cupertino		
State/Country:	CALIFORNIA		
Postal Code:	95014		
Entity Type:	a Nonprofit Mutual Benefit corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78755908	EVERPLAY	
Serial Number:	78750470	EVERPLAY	
Serial Number:	78750427	EP EVERPLAY	
Serial Number:	78750452	EP EVERPLAY	
CORRESPONDENCE DATA			
Fax Number:	(407)841-2343		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	407-841-2330		
Email:	dsigalow@addmg.com		
Correspondent Name:	David L. Sigalow, Esq.		
Address Line 1:	255 South Orange Avenue		
Address Line 2:	Suite 1401		
Address Line 4:	Orlando, FLORIDA 32801		
ATTORNEY DOCKET NUMBER:	110095		

OP \$115.00 78755908

NAME OF SUBMITTER:	David L. Sigalow
Signature:	/David L. Sigalow/
Date:	03/26/2009
Total Attachments: 4 source=KA8834#page1.tif source=KA8834#page2.tif source=KA8834#page3.tif source=KA8834#page4.tif	

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.

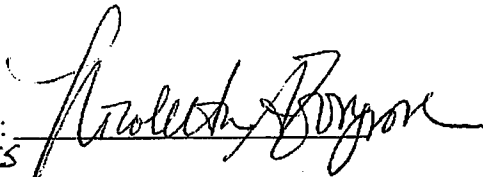
This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and wholly performed therein.

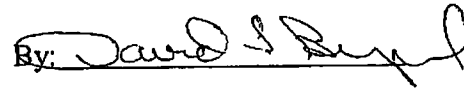
This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

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: 
RS
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: 003959 FRAME: 0544

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK

ss.:

COUNTY OF MONROE

On this 18th 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: 003959 FRAME: 0545

SCHEDULE 1

**TO TRADEMARK ASSIGNMENT
FROM
EASTMAN KODAK COMPANY
(ASSIGNOR)
TO
OPTICAL STORAGE TECHNOLOGY ASSOCIATION
(ASSIGNEE)**

<u>U.S. Trademark</u>	<u>Application Serial Number</u>
EVERPLAY	78/755908
EVERPLAY	78/750470
EP EVERPLAY(& Design)	78/750427
EP EVERPLAY(& Design)	78/750452