TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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		10/30/2009	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Leaf Imaging Ltd.
Street Address:	7, Hatnufa Street
City:	Petach Tikva
State/Country:	ISRAEL
Postal Code:	49510
Entity Type:	LIMITED LIABILITY COMPANY: ISRAEL

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2798289	LEAF

CH $40.00 2798289

CORRESPONDENCE DATA

Fax Number: (727)538-3820
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 7275383800
Email: mason@masonlaw.biz
Correspondent Name: Anne S. Mason
Address Line 1: 4592 Ulmerton Road, Ste. 101
Address Line 4: Clearwater, FLORIDA 33762

ATTORNEY DOCKET NUMBER:	4007.001

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:

Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Anne S. Mason
Signature:	/ASM-4007/
Date:	11/19/2009

Total Attachments: 3
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of October 30, 2009 (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 Leaf Imaging Ltd., a private limited liability company organized under the laws of the State of Israel, with an office at 7, Hatnufa Street, Petach Tikva, Israel 49510 ("Assignee").

WHEREAS, Assignor owns certain right, title and interest in and to each trademark identified on Schedule "A" and all registrations, applications for registration, any associated domain names and trade names, common law rights and goodwill associated therewith and symbolized thereby (referred to collectively in this Assignment as the "Trademarks");

WHEREAS, Assignor and Assignee have entered into a Purchase Agreement dated June 25, 2009 ("Purchase Agreement"); and

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

NOW, THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Subject to the Purchase Agreement, and as specifically set forth in this Assignment, Assignor hereby sells, assigns and transfers to Assignee and Assignee hereby accepts the sale, assignment and transfer from Assignor of all Assignor's right, title and interest in and to the Trademarks set forth in Schedule "A." The rights to the Trademarks transferred to Assignee pursuant to this Assignment include (a) all rights of priority derived from said Trademarks; (b) all goodwill of the Business connected with and symbolized by the Trademarks (c) any renewals thereof; (d) all income, royalties or payments due or payable as of the Effective Date or thereafter; (e) all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringement or other violation of said Trademarks; and (f) the sole right to enforce said Trademarks and to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs, including those from acts which may have occurred prior to the Effective Date.

All representations and warranties concerning the Trademarks transferred to Assignee pursuant to this Assignment are exclusively set forth in the Purchase Agreement.

All Trademarks transferred to Assignee pursuant to this Assignment and which are also purported to be transferred under a General Conveyance Assignment or such other conveyance instrument for a particular country or region outside of the United States entered into by an affiliate of Assignor and an affiliate of Assignee shall be deemed transferred pursuant to this Assignment and not pursuant to the General Conveyance Assignment or such other conveyance instrument.

The parties hereto agree to take whatever steps may be necessary to effectuate the transfer and assignment of the Trademarks contemplated hereunder. 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. Notwithstanding the foregoing, Assignee agrees that it is Assignee's responsibility at its expense to prepare and file such further assignment documents as may be required, if any, to permit Assignee to obtain recordal of the assignment to Assignee of the Trademarks.

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	LEAF IMAGING LTD.
By: [signature]	By: [signature]
Name: Philip J. Faraci	Name: Dov Kalinski
Title: President and Chief Operating Officer	Title: CEO

SCHEDULE "A"
Trademark Registrations

C-MOST	**Canada**	**Reg. No. TMA580378**
C-MOST	**European Union**	**Reg. No. 2496719**
LEAF	**Canada**	**Reg. No. TMA624079**
LEAF	**European Union**	**Reg. No. 1984467**
LEAF	**Israel**	**Reg. No. 144499**
LEAF	**United States**	**Reg. No. 2798289**