

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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		11/07/2011	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Image Sensor Technologies Acquisition Corporation		
<b>Street Address:</b>	1964 Lake Avenue		
<b>City:</b>	Rochester		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14615		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3187862	PIXELUX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)951-8736		
<b>Phone:</b>	617-951-8000		
<b>Email:</b>	eileen.sullivan@bingham.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Eileen Sullivan		
<b>Address Line 1:</b>	Bingham McCutchen LLP		
<b>Address Line 2:</b>	One Federal Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	3187862		
<b>NAME OF SUBMITTER:</b>	Rachelle A. Dubow		
<b>Signature:</b>	/rachelle dubow/		

OP \$40.00 3187862

Date:

12/07/2011

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") effective as of November 07, 2011 (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 Image Sensor Technologies Acquisition Corporation, a Delaware corporation having an office at 1964 Lake Avenue, Rochester, New York 14615 ("Assignee").

WHEREAS, Assignor owns certain registrations and applications for registration to the trademarks identified on Schedule "A" and 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 an Asset Purchase Agreement dated November 07, 2011 ("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. 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 Assignor or an affiliate of Assignor and Assignee or 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.

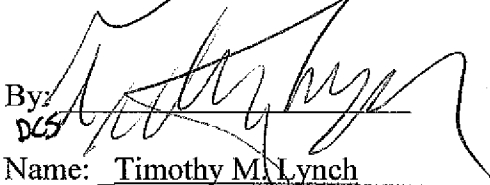
The parties hereto agree to take whatever steps may be necessary to effectuate the transfer and assignment of the Trademarks contemplated hereunder. Assignor agrees that it will render to Assignee, at Assignee's request and expense, such lawful cooperation and assistance as may be reasonably necessary 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.

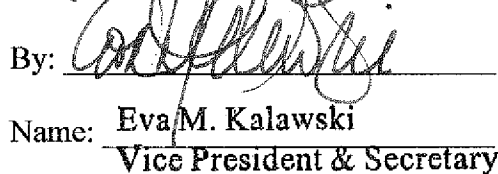
IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

EASTMAN KODAK COMPANY

By:   
DCS  
Name: Timothy M. Lynch

Title: Vice President

IMAGE SENSOR TECHNOLOGIES  
ACQUISITION CORPORATION

By:   
Name: Eva M. Kalawski  
Vice President & Secretary

Title: \_\_\_\_\_

**SCHEDULE "A"**

**PIXELUX**

<b>European Union</b>	<b>Reg. No. 896817</b>
<b>Hong Kong</b>	<b>Reg. No. 300131228</b>
<b>Malaysia</b>	<b>Pending Appl. No. 2003/17485</b>
<b>Taiwan</b>	<b>Reg. No. 1125212</b>
<b>Thailand</b>	<b>Reg. No. Kor202687</b>
<b>United States</b>	<b>Reg. No. 3187862</b>
<b>WIPO</b>	<b>Reg. No. 819500</b>

**TRUESENSE**

<b>Argentina</b>	<b>Reg. No. 2278124</b>
<b>Brazil</b>	<b>Pending Appl. No. 829653570</b>
<b>Canada</b>	<b>Reg. No. TMA794339</b>
<b>Chile</b>	<b>Reg. No. 835410</b>
<b>China</b>	<b>Reg. No. 6608761</b>
<b>France</b>	<b>Reg. No. 083566094</b>
<b>Hong Kong</b>	<b>Reg. No. 301076599</b>
<b>India</b>	<b>Pending Appl. No. 1668131</b>
<b>Indonesia</b>	<b>Reg. No. IDM000231978</b>
<b>Israel</b>	<b>Reg. No. 209823</b>
<b>Mexico</b>	<b>Reg. No. 1038818</b>
<b>Taiwan</b>	<b>Reg. No. 1330574</b>
<b>Venezuela</b>	<b>Pending Appl. No. 5563-08</b>
<b>WIPO</b>	<b>Reg. No. 983431</b>

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF NEW YORK

SS.:

COUNTY OF MONROE

On this 10<sup>th</sup> day of November 2011, before me personally came Timothy M. Lynch, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Deputy General Counsel and Vice-President of Eastman Kodak Company, a New Jersey corporation, and that he executed the foregoing instrument in the firm name of Eastman Kodak Company, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

June P. Carfagna  
Notary Public - State of New York  
Printed Name June P. Carfagna

My Commission Expires:

12/15/2014

**JUNE P. CARFAGNA**  
Notary Public of the State of New York  
MONROE COUNTY  
My Commission Expires 12-15-2014

State of California )  
County of Los Angeles )

On December 1, 2011, before me, Dorie L. Kelly, personally appeared EVA M. KALAWSKI, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Dorie Kelly*  
Dorie L. Kelly, Notary Public

[Seal]

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF NEW YORK

ss.:

COUNTY OF MONROE

On this \_\_\_\_ day of November 2011, before me personally came \_\_\_\_\_, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the \_\_\_\_\_ of Image Sensor Technologies Acquisition Corporation, a corporation organized under the laws of Delaware, and that he executed the foregoing instrument in the firm name of Image Sensor Technologies Acquisition Corporation, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

Printed Name \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_