

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ILFORD IMAGING SWITZERLAND GMBH		02/18/2005	COMPANY: SWITZERLAND
RECEIVING PARTY DATA			
Name:	HARMAN TECHNOLOGY LIMITED		
Street Address:	Ilford Way, Mobberley		
City:	Knutsford, Cheshire		
State/Country:	UNITED KINGDOM		
Postal Code:	WA16 7JL		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0116139	ILFORD	
CORRESPONDENCE DATA			
Fax Number:	2129971060		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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ATTORNEY DOCKET NUMBER:	1341-R-060		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

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Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Kenneth F. Florek

Signature:

/kenneth f. florek/

Date:

02/12/2014

Total Attachments: 22

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C L I F F O R D
C H A N C E

LIMITED LIABILITY PARTNERSHIP

ILFORD IMAGING SWITZERLAND GMBH

AND

HARMAN TECHNOLOGY LIMITED

TRADE MARK LICENCE

TRADEMARK
REEL: 005215 FRAME: 0601

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THIS AGREEMENT is made on the 18th day of February 2005

BETWEEN:

- (1) **ILFORD IMAGING SWITZERLAND GMBH**, a company incorporated in Switzerland with registered number CH-217-0140459-8 whose registered office is at Route de l'Ancienne Papeterie, Marly, Switzerland ("**Ilford**");
- (2) **HARMAN TECHNOLOGY LIMITED**, a company incorporated in England and Wales with registered number 5227615, whose registered office is at Mobberley, Knutsford, Cheshire WA16 7JL, United Kingdom ("**Licensee**").

INTRODUCTION:

- (A) Ilford is the legal and beneficial owner of the Trade Marks and the Patents and has acquired through its trading activities throughout the world substantial reputation and goodwill in and by reference to the Ilford Name.
- (B) Ilford has agreed to license the use of the Trade Marks within the Field to the Licensee on an exclusive basis on the terms and conditions contained in this Agreement.
- (C) Ilford has agreed to grant the Licensee an option to take a licence under the Patents.

THIS DEED WITNESSES:

1. **INTERPRETATION**

- 1.1 In this Agreement, and the Schedule, words and expressions found in or to be construed in accordance with the Sale and Purchase Agreement shall have the same meaning and construction as when used in the Sale and Purchase Agreement provided that where there is any conflict the meaning and construction of words in this Licence Agreement shall supersede that of the Sale and Purchase Agreement. The following words and expressions shall have the following meanings:-

"**Business Day**" means a day other than a Saturday or Sunday or public holiday in either England and Wales or in Switzerland;

"**Excluded Field**" means digital imaging; ink-jet printing and printers; printing devices; ink jet cartridges; inks; colorants for ink-jet printing; dyes for ink-jet printing; copying apparatus; copying machines; digital enlargement equipment; paper, film, transparencies, and other substrates for ink-jet printing; apparatus for processing, recording, transmission or reproduction of images (other than related to traditional photographic processing);

"**Field**" means black and white photographic materials and chemicals, black and white photographic paper, films and plates, and black and white chemicals and apparatus for processing and printing on or through the same;

"**Ilford Name**" means the name ILFORD and any derivations, variations and abbreviations of the same including any representations of the same in stylised or logo form;

"Parties" means Ilford and the Licensee and Party means either of them as the context may require;

"Patents" means the patents and patent applications summary details of which are set out in Schedule 2;

"Sale and Purchase Agreement" means the Sale and Purchase Agreement between Ilford Imaging UK Limited (in administrative receivership), Mark Richard Byers, Malcolm Brian Shierson, Leslie Ross and the Licensee of even date hereto for the sale and purchase of the Business and certain assets of Ilford Imaging UK Limited;

"Term" means the term of this Agreement in accordance with clause 8; and

"Trade Marks" means the trade marks summary details of which are set out in Schedule 1.

1.2 In this Agreement, a reference to:

1.2.1 a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time before the date of this Agreement and any subordinate legislation made under the statutory provision (as so modified or re-enacted) before the date of this Agreement;

1.2.2 a "person" includes a reference to any individual, firm, company, corporation, body or other body corporate, government, state or agency of a state or any joint venture, association or partnership, works council or employee representative body (whether or not having separate legal personality);

1.2.3 a clause, paragraph or schedule, unless the context otherwise requires, is a reference to a clause or paragraph of, or schedule to, this Agreement; and

1.2.4 a reference to "include", "includes" or "including" shall be construed without limitation.

1.3 The headings in this Agreement do not affect its interpretation.

1.4 The Schedule forms and is to be construed as part of this Agreement.

2. LICENCE

2.1 In consideration of the Licensee entering into the Sale and Purchase Agreement and of the Licensee's obligations under this Agreement, Ilford hereby grants to the Licensee a royalty-free, fully sub-licensable, exclusive (other than as provided in clause 2.4), irrevocable (other than as provided in clause 8) worldwide licence for the Term to use the Trade Marks within the Field:-

2.1.1 as trade marks relating to goods or services within the Field; and

2.1.2 as part of the Licensee's trading (but not corporate) name, provided that any use of the Ilford Name as part of a trading name shall be made only in conjunction with the words "Photo" or "Photographic" (or any translation thereof) and that

such trading name shall only be used in connection with trade within the Field;
and

- 2.1.3 as part of any internet domain name and electronic mail address, provided that any use of the Ilford Name as part of a domain name or electronic mail address shall be made only in conjunction with the words "Photo" or "Photographic" (or any translation thereof).
- 2.2 For the avoidance of doubt, during the Term, the Licensee shall not, and shall not assist or permit any person to,:-
- 2.2.1 make use of the Trade Marks or the Ilford Name (or any name, sign or logo incorporating any of the Trade Marks or the Ilford Name) anywhere in the world in relation to any goods or services or in connection with any trading activities within the Excluded Field;
- 2.2.2 change the name of any company or other corporate entity or apply to register any company or other corporate entity under the name Ilford or under a name which includes the Ilford Name.
- 2.3 Subject to clause 2.4, during the Term, Ilford shall not, and shall not assist or permit any person to, use the Trade Marks or the Ilford Name (or any name, sign or logo incorporating any of the Trade Marks or the Ilford Name) anywhere in the world in relation to any goods or services or in connection with any trading activities within the Field.
- 2.4 Notwithstanding any of the aforesaid in this clause 2, Ilford shall be entitled:
- 2.4.1 to use the Ilford Name in conjunction with the words "ILFOCOLOR" and "ILFOCHROME" in connection with professional colour display films; colour micrographic film; and related processing chemicals; and
- 2.4.2 to do anything which it is entitled to do or required to do under the Distribution Agreement of even date hereto between the Licensee (as Supplier) and Ilford (as Distributor) relating to the distribution of certain products in Switzerland, and to sell, offer for sale and otherwise deal with the products the subject-matter of the Distribution Agreement (during the term of the Distribution Agreement) under its names including the names Ilford, Ilford Imaging and Ilford Imaging Switzerland GmbH.
- 2.4.3 to permit its affiliates to do anything which they are entitled to do or required to do under the Distribution Agreements of even date hereto between the Licensee (as Supplier) and each of such affiliates (as Distributors) relating to the distribution of certain products in the US, Australia (and other export countries included in the Australian Distribution Agreement), France, the Netherlands, Belgium, Luxemburg and Canada and to permit such affiliates to sell, offer for sale and otherwise deal with the products the subject-matter of the said Distribution Agreements (during the term of such Distribution Agreements) under the names Ilford, Ilford Imaging, Ilford Imaging USA, Ilford Imaging Asia Pacific, Ilford Imaging France, Ilford Imaging Netherlands, Ilford Imaging

Belgium, Ilford Imaging Canada and any other names or trading names used by such affiliates.

3. EXCLUSION OF WARRANTIES AND REPRESENTATIONS

- 3.1 Ilford does not give any warranties or representations in relation to the Trade Marks or the Ilford Name including, without limitation, as to the validity or enforceability of any registered trade marks or the likelihood of any pending applications to proceed to grant, or that the use of the Trade Marks or the Ilford Name will not infringe the intellectual property or other rights of any third party.
- 3.2 The Parties hereby disclaim, to the fullest extent permitted by law, all warranties and representations implied by law in relation to the subject-matter of the licence under this Agreement.

4. PROTECTION OF THE TRADE MARKS

- 4.1 The Licensee shall maintain quality standards in relation to products that bear the Trade Marks and any other products in connection with which it trades under any trading name that includes the Ilford Name at least substantially equivalent in material respects to those that have been maintained in relation to such products in the operation of the Business prior to the date of this Agreement.
- 4.2 Ilford shall maintain quality standards in relation to products that bear the Trade Marks and any other products in connection with which it trades under any trading name that includes the Ilford Name at least substantially equivalent in material respects to those that have been maintained in relation to such products in the operation of its business prior to the date of this Agreement.
- 4.3 The Licensee shall use its reasonable endeavours to maintain the good name and reputation of the Trade Marks and the Ilford Name and to avoid anything which may damage, jeopardise, or otherwise prejudice the goodwill and reputation associated with the Trade Marks and/or the Ilford Name anywhere in the world.
- 4.4 Ilford shall use its reasonable endeavours to maintain the good name and reputation of the Trade Marks and the Ilford Name and to avoid anything which may damage, jeopardise, or otherwise prejudice the goodwill and reputation associated with the Trade Marks and/or the Ilford Name anywhere in the world.
- 4.5 The Licensee shall comply with any reasonable directions that Ilford may give from time to time in relation to the use of the ® sign or the ™ sign and/or any other indication as to Ilford's rights in the Trade Marks and/or the Ilford Name.
- 4.6 The Licensee shall use the Trade Marks and/or the Ilford Name in accordance with all applicable laws, rules and regulations and shall be solely responsible for such compliance.

5. **TRADE MARK RIGHTS**

- 5.1 Subject to clause 6, the Licensee shall not during the Term register nor apply to register a trade mark which incorporates, contains or consists of any of the Trade Marks, the Ilford Name or any name or mark confusingly similar thereto in any territory in the world.
- 5.2 The Licensee acknowledges that all rights in and to the Trade Marks and the Ilford Name upon expiry or termination of this Agreement will accrue to Ilford. Notwithstanding and without derogation to the foregoing, the Licensee, in consideration of the rights granted to it in this Agreement by Ilford, hereby assigns to Ilford absolutely, to take effect upon the expiry or termination of this Agreement, any and all right, title and interest, including, but not limited to intellectual property rights or goodwill it has acquired or may acquire in or in relation to the Trade Marks arising from the use thereof (but not including any rights acquired under clause 6.6).
- 5.3 The Licensee undertakes to do all such acts and execute all documents reasonably necessary to perform its obligations under this clause 5 or to perfect or enforce Ilford's rights in and to the Trade Mark including, at Ilford's request and expense, the provision of reasonable assistance in respect of any opposition, revocation or invalidity proceedings.

6. **MAINTENANCE OF THE TRADE MARKS AND APPLICATIONS**

- 6.1 Subject to clause 6.2, Ilford shall maintain the Trade Marks in all countries and registry offices in which they are registered and shall maintain and shall be liable to pay all renewal and other fees relating to such Trade Marks at its own costs and expense.
- 6.2 If Ilford wishes at any time to allow any of the Trade Marks to lapse, it shall give the Licensee at least sixty (60) days prior written notice before the expiry date of the Trade Mark and if so requested by the Licensee in writing shall grant the Licensee a power of attorney allowing it to continue to maintain the Trade Mark in question in the name of Ilford and at the Licensee's own cost and expense.
- 6.3 Subject to clause 6.4, Ilford shall continue to pursue all pending applications for Trade Marks (in this clause 6 "**Applications**") to registration and shall defend any registered Trade Marks and Applications against any oppositions, invalidity, revocations and other challenges (in this clause 6 "**Adverse Proceedings**") at its own cost and expense.
- 6.4 If Ilford wishes at any time to discontinue any Application, or if it wishes to discontinue the defence, or refrain from defending, any Adverse Proceedings, it shall give the Licensee at least sixty (60) days prior written notice before the date on which action is required to be taken or fees are due to be paid in connection with the Application or Adverse Proceeding in question and if so requested by the Licensee in writing shall grant the Licensee a power of attorney allowing the Licensee (at its own cost and expense) to continue to pursue the Application or (as the case may be) defend the Adverse Proceeding in the name of Ilford, provided that the Licensee agrees to indemnify Ilford against any damages, costs or other liabilities that may arise to Ilford as a result of the Application or Adverse Proceeding.

- 6.5 Ilford shall furnish the Licensee with all assistance reasonably required and shall execute all documents reasonably requested by the Licensee in connection with any Application or Adverse Proceeding in relation to which the Licensee requests a power of attorney in accordance with clause 6.4, provided that the Licensee reimburse Ilford for its costs.
- 6.6 Should Ilford, having received a request from the Licensee as provided in clause 6.2 or 6.4, fail within 30 days to grant the Licensee the requested power of attorney, the Licensee shall be entitled to call upon Ilford to forthwith transfer all its right, title and interest in and to the Trade Mark or Application in question to the Licensee at nominal consideration and the Licensee shall be entitled to take such action as it deems fit to renew or revive the registration of the said Trade Mark, to apply to re-register the Trade Mark in its own name and/or to pursue the Application and/or to assume the defence of the Adverse Proceeding in its own name.
- 6.7 At the Licensee's request from time to time and at the Licensee's expense, Ilford shall file further applications to register the Trade Marks for goods and services within the Field in additional countries and/or in respect of additional goods or services within the Field and such applications shall automatically upon filing become Applications and such Applications shall automatically upon grant become Trade Marks for the purpose of this Agreement and the provisions of this Agreement (including this clause 6) shall apply to such trade marks.
- 6.8 Ilford shall use reasonable efforts to record, as soon as commercially practicable and at its own expense, the assignments of the Trade Marks in the UK, US, Canada, Australia, the European Union (including the Community trade marks) and Switzerland from the name of Ilford Imaging UK Limited to its own name and shall record, at its own expense, the assignment of the Trade Marks in all other countries to its own name as and when such Trade Marks come up for renewal, and shall do so as promptly as possible in respect of any particular Trade Mark, if so requested in writing by the Licensee and at the Licensee's expense.
- 6.9 Each Party at the other Party's reasonable request shall provide all reasonable assistance and execute all documents reasonably necessary to record the creation and existence of this Agreement at any relevant intellectual or industrial property registry. Any fees or other costs incurred in relation to such recordal shall be borne by the Party seeking the recordal

7. INFRINGEMENT

- 7.1 Each Party agrees to notify the other Party as soon as reasonably possible if it becomes aware of:-
- 7.1.1 any infringement, actual or suspected, or any other unauthorised use of the Trade Marks or the Ilford Name by another person anywhere in the world (an "Unauthorised Use"); or
- 7.1.2 any claim that any use of the Trade Marks or the Ilford Name infringes the rights of any third Party ("Third Party Claim").

- 7.2 The Licensee and Ilford shall consult to decide what steps shall be taken to prevent or terminate such Unauthorised Use and/or defend such Third Party Claim and the proportion in which they shall share the costs of such steps and any damages and other sums which may be awarded in their favour or against them.
- 7.3 Failing agreement between the Parties, each Party, to the full extent possible by law, shall be entitled to take all such action as it shall consider to be necessary or appropriate at its own expense to prevent or terminate the Unauthorised Use and/or to defend the Third Party Claim and shall be entitled and subject to all damages and other sums which may be recovered or awarded against it as a result of any such action.
- 7.4 If in any country it is impossible or impracticable for the Licensee to take action in its own name to prevent or terminate an Unauthorised Use, and failing agreement between the Parties as to what steps to take to prevent or terminate such Unauthorised Use, Ilford shall take such action to prevent or terminate the Unauthorised Use as the Licensee may reasonably request, provided that the Licensee shall indemnify and keep indemnified Ilford against any damages, costs or liabilities that may arise to Ilford as a result of such action.
- 7.5 Nothing in this Clause 7 in any way restricts or limits any of the Parties' general obligations at law to mitigate a loss which may be incurred as a result of a matter giving rise to a claim pursuant to this Clause 7.

8. **TERM AND TERMINATION**

- 8.1 The licence under clause 2 of this Agreement shall continue without limitation in time for so long as the Licensee (or any successor in title of the Licensee in respect of the Business) is in business in the Field and shall thereafter expire automatically.
- 8.2 Without prejudice to clause 8.1 above, Ilford may terminate the licence under clause 2 of this Agreement in the event that the Licensee contests, challenges or denies the registration or continuing registration of any of the Trade Marks or opposes an application by Ilford to register the Trade Marks or the Ilford Name in any territory, whether by virtue of its own use of the Trade Marks or otherwise, or disputes, denies or challenges the validity or enforceability of the Trade Marks, or of any of the rights of Ilford in and to the Trade Marks or the Ilford Name.
- 8.3 The Licensee may terminate this Agreement at any time (in whole or in part) by giving written notice to Ilford.

9. **CONSEQUENCES OF TERMINATION**

- 9.1 Upon expiry or termination of the licence granted under clause 2 of this Agreement for any reason whatsoever the Licensee shall within 3 months:
- 9.1.1 change its trading name (if applicable) to a name which does not consist of, include or incorporate the Ilford Name or anything confusingly similar thereto;
- 9.1.2 cease and refrain from any use of the Trade Marks and the Ilford Name in connection with its business or products or services (provided this shall not prevent it from selling or otherwise disposing of any product manufactured

prior to expiry or termination within 180 days of the date on which the expiry or termination takes effect or prevent any further commercialisation of any product which the Licensee had put on the market within 180 days from the date of expiry or termination).

- 9.2 The termination or expiry of this Agreement shall not affect any rights or liabilities arising under this Agreement prior to such termination or expiry.
- 9.3 The provisions of this Agreement which expressly or by implication are intended to continue in effect after the expiry or termination of, or which are necessary for the interpretation or enforcement of, this Agreement (including, without limitation, clause 3, clause 5 and clauses 7, 8, 9 and 12 to 18) shall survive the expiry or termination of this Agreement.

10. PATENTS LICENCE

- 10.1 The Licensee shall be entitled at any time during the Term to call upon Ilford to grant it a world-wide, royalty-free, non-exclusive licence to use the Patents for the Term including the right to grant sub-licences to suppliers and otherwise in connection with the exploitation of the Patents within Licensee's own business.
- 10.2 Ilford shall retain full control and absolute discretion in respect of the prosecution, maintenance, enforcement and defence of the Patents against any challenges brought by any third parties and the Licensee shall acquire no rights in respect of the same as a result of the grant of the licence referred to in clause 10.1.
- 10.3 Clauses 8 and 9 of this Agreement shall apply *mutatis mutandis* to the licence granted pursuant to clause 10.1.

11. COOPERATION IN RELATION TO WEBSITE

- 11.1 Ilford shall co-operate with the Licensee to set up a web-link from its website operated under the domain name 'ilford.com' and any other domain which consists of the Ilford Name without any addition other than those required to incorporate the relevant domain, to the Licensee's website (which the Licensee may operate under any domain name it chooses, including, subject to this Agreement, a domain name that incorporates the Ilford Name) and, if so requested by the Licensee, such web-link shall represent the Licensee's trade name and logo in such style and in such form as the Licensee may reasonably request, in order to assist users of the website who are interested in products and services within the Field to access the Licensee's website, provided that:
- 11.1.1 the Licensee's said website shall only feature goods and services within the Field and shall not feature any goods or services relating to the Excluded Field; and that
- 11.1.2 at the request of Ilford, the Licensee shall co-operate with Ilford to set up a web-link from its own website to Ilford's website (featuring products and services within the Excluded Field but no products or services within the Field) and that, if so requested by Ilford, such web-link shall represent Ilford's trade name and logo in such style and in such form as Ilford may reasonably request, in order to

assist users of the Licensee's website who are interested in products and services within the Excluded Field to access Ilford's website.

- 11.2 This clause 11 shall apply only during the term of the Toll Manufacturing Agreement entered between the Parties on even date hereto and the parties' obligations under this clause 11 shall thereafter cease to have any effect.

12. **ASSIGNMENT**

- 12.1 The Licensee shall be entitled to assign or transfer its rights or liabilities under this Agreement whether in whole or in part to any person in connection with the transfer of all or of substantially all of the business in which the Trade Marks or the Ilford Name are used provided that the assignee agrees to assume all such rights and liabilities as are contained in this Agreement.

- 12.2 Ilford may assign or transfer its rights and liabilities under this Agreement upon a transfer or assignment of the Trade Marks provided that the transferee or assignee agrees to assume all such rights and liabilities as are contained in this Agreement.

- 12.3 Where a Party (in this clause the "**Transferor**") is entitled to assign and transfer its rights and liabilities under this Agreement, the other Party shall, at the request of the Transferor enter into a novation agreement with the Transferor and the intended transferee in respect of the rights and liabilities under this Agreement in order to effectively replace the parties to this Agreement.

- 12.4 In the event of an assignment or transfer of rights and liabilities or a novation of this Agreement as provided in clauses 12.1 to 12.3, any reference to the Party assigning its rights and liabilities (or the Party being replaced) shall be read as references to the person assuming such rights and liabilities.

13. **SEVERANCE**

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction or any other jurisdiction of any other provision of this Agreement.

14. **THIRD PARTIES**

A person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

15. **NOTICES**

- 15.1 A notice or other communication under or in connection with this Agreement (a "**Notice**") shall be:

15.1.1 in writing; and

15.1.2 delivered personally or sent by first class post pre-paid recorded delivery to the Party due to receive the Notice to its address set out in clause 15.3 or to another

address or person specified by that Party by not less than seven days' written notice to the other Party received before the Notice was despatched.

15.2 Unless there is evidence that it was received earlier or returned through the postal system, a Notice is deemed given if:

15.2.1 delivered personally, when left at the address referred to in clause 15.3; and

15.2.2 sent by mail, two Business Days after posting it, unless it is returned through the postal system in which case it is deemed given on its return.

15.3 The address referred to in clause 15.1.2 is:

Name of Party	Address
Ilford	For the Attention of: The Finance Director ILFORD Imaging Switzerland GmbH Route de l'Ancienne Papeterie Case Postale 160 CH-1723 Marly 1 Switzerland Fax No: 00 41 26 435 7212
Licensee	For the Attention of: Howard Hopwood Harman Technology Limited Mobberley Knutsford Cheshire, WA16 7JL United Kingdom Fax No: +44 (0)1565 872734

16. **GENERAL**

16.1 A variation of this Agreement is valid only if it is in writing and signed by or on behalf of each Party.

16.2 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

16.3 The rights and remedies of the Parties contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law.

17. **ENTIRE AGREEMENT**

17.1 This Agreement constitutes the entire agreement between the Parties in relation to the matters dealt with herein and supersedes any previous agreements between the Parties relating thereto. Nothing in this Agreement shall operate to limit any liability for fraudulent misstatement.

18. **GOVERNING LAW AND JURISDICTION**

18.1 This Agreement is governed by English law.

18.2 The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with this Agreement.

SCHEDULE 1
THE REGISTERED TRADE MARKS

Title	Country	Application/Registration Number	Class(es)	Status
ILFORD [WORD]	Algeria	40953	1, 9	Registered
ILFORD [WORD]	Argentina	1576172	1	Registered
ILFOBROM [WORD]	Australia	208326	1	Registered
ILFORD [WORD]	Australia	57272	9	Registered
ILFORD [WORD]	Australia	57271	1	Registered
ILFOSPEED [WORD]	Australia	296926	1	Registered
ILFOSPEED MULTIGRADE [WORDS]	Australia	316450	1	Registered
ILFORD [WORD]	Austria	7887	6	Registered
ILFOSPEED- MULTIGRADE [WORD]	Austria	88916	1, 9	Registered
ILFOBROM [WORD]	Benelux	26521	1	Registered
ILFOFIX	Benelux	26522	1	Registered
ILFORD [WORD]	Benelux	26526	1, 9	Registered
ILFOSPEED [WORD]	Benelux	338788	1, 9	Registered
ILFOSPEED- MULTIGRADE [WORD]	Benelux	349742	1, 9	Registered
ILFORD [WORD]	Bolivia	44487-A	1	Registered
ILFORD [WORD]	Brazil	002757672	1	Registered
ILFORD [WORD]	Brazil	002498162	1	Registered
ILFORD [WORD]	Bulgaria	1303	1	Registered
ILFOBROM [WORD]	Canada	153616	1	Registered
ILFORD [WORD]	Canada	237/51386	1, 2	Registered
ILFOSPEED [WORD]	Canada	223872	1, 9	Registered
ILFORD [WORD]	Chile	600343	1	Registered
JYFORD [WORD]	China	3156606	1	Status unclear

Title	Country	Application/Registration Number	Class(es)	Status
JYFORD [WORD IN CHINESE CHARACTERS]	China	3156607	1	Status unclear
ILFORD [WORD]	Colombia	8019	1	Registered
ILFORD [WORD]	Croatia	Z-981452	1	Registered
ILFORD [WORD]	Czech Republic	102943'	1, 9	Registered
ILFOBROM [WORD]	Denmark	1859/1967	1	Registered
ILFORD [WORD]	Denmark	1163/1952	1, 9	Registered
ILFOSPEED-MULTIGRADE [WORD]	Denmark	3021/1978	1, 9	Registered
ILFORD [WORD]	Egypt	1893	1	Registered
ILFORD [WORD]	Finland	12041	1, 9	Registered
ILFOSPEED-MULTIGRADE [WORDS]	Finland	77420	1, 9	Registered
ILFOBROM [WORD]	France	1421974	1	Registered
ILFOLAB [WORD]	France	93490210	9	Registered
ILFORD [WORD]	France	1372926	1, 9	Registered
ILFOSPEED [WORD]	France	1355530	1, 9	Registered
ILFOSPEED-MULTIGRADE [WORD]	France	1594440	1, 9	Registered
ILFOBROM [WORD]	Germany	894115	1	Registered
ILFOLAB [WORD]	Germany	2089760	9	Registered
ILFORD [WORD]	Germany	742359	1	Registered
ILFORD XP [WORD AND LETTERS]	Germany	1016226	1	Registered
ILFOSPEED [WORD]	Germany	955499	1, 9	Registered
ILFOSPEED-MULTIGRADE [WORD]	Germany	978622	1, 9	Registered
ILFORD [WORD]	Gibraltar	591	1	Registered
ILFORD [WORD]	Gibraltar	589	1	Registered
ILFORD [WORD]	Gibraltar	590	9	Registered
ILFORD [WORD]	Greece	17289	1	Registered
ILFORD [WORD]	Greece	16907	1	Registered

Title	Country	Application/Registration Number	Class(es)	Status
ILFORD [WORD]	Greece	11366	1	Registered
ILFORD [WORD]	Guatemala	3442	1	Registered
ILFORD [WORD]	Hong Kong	270/1931	1, 9	Registered
ILFORD [WORD]	Hong Kong	269/1931	1, 9	Registered
ILFORD [WORD]	Hong Kong	268/1931	1, 9	Registered
ILFORD [WORD]	Iceland	46/1930	9	Registered
ILFORD [WORD]	India	83621	1	Registered
ILFORD [WORD]	Indonesia	419234	1	Registered
ILFORD [WORD]	Indonesia	419385	9	Registered
ILFORD [WORD]	Iran	7429	1, 9	Registered
ILFORD [WORD]	Iraq	437	1	Registered
ILFORD [WORD]	Ireland	47243	1	Registered
ILFORD [WORD]	Ireland	47244	9	Registered
ILFORD [WORD]	Israel	2002	1	Registered
ILFOBROM [WORD]	Italy	783452	1	Registered
ILFOLAB [WORD]	Italy	663102	9	Registered
ILFOSPEED- MULTIGRADE [WORDS]	Italy	826113	1, 9	Registered
ILFOSPEED [WORD]	Italy	333877	1, 19	Registered
ILFORD [WORD]	Japan	1968214	1, 9	Registered
ILFORD [WORD]	Kenya	1833	1	Registered
ILFORD [WORD]	Lebanon	54376	1, 9	Registered
ILFORD [WORD]	Malaya	M/1662	1	Registered
ILFORD [WORD]	Mexico	254995	1, 9	Registered
ILFORD [WORD]	Morocco	66878	1, 9	Registered
ILFOBROM [WORD]	New Zealand	83410	1	Registered
ILFORD [WORD]	New Zealand	14696	1	Registered

Title	Country	Application/Registration Number	Class(es)	Status
ILFORD [WORD]	New Zealand	14697	39	Registered
ILFORD [WORD]	New Zealand	59157	1	Registered
ILFORD [WORD]	New Zealand	59158	5	Registered
ILFORD [WORD]	Nigeria	4095	1	Registered
ILFORD [WORD]	Norway	5096	1, 9	Registered
ILFORD [WORD]	Norway	41017	1, 9	Registered
ILFOSPEED- MULTIGRADE [WORD]	Norway	103634	1, 9	Registered
ILFORD [WORD]	Pakistan	5626	1	Registered
ILFORD [WORD]	Paraguay	242121	1	Registered
ILFORD [WORD]	Peru	33996	1	Registered
ILFORD [WORD]	Poland	21210	1	Registered
ILFORD [WORD]	Portugal	201805	1	Registered
ILFORD [WORD]	Portugal	201806	9	Registered
ILFORD [WORD]	Romania	2R1403	1	Registered
ILFORD [WORD]	Russian Federation	128959	1	Registered
ILFORD [WORD]	Sabah	1606	1	Registered
ILFORD [WORD]	Serbia & Montenegro	11776	1	Registered
ILFORD [WORD]	Singapore	13091	9	Registered
ILFORD [WORD]	Singapore	T39/01662	1	Registered
ILFORD [WORD]	Slovakia	102943		
ILFORD [WORD]	South Africa	623/50	1	Registered
ILFORD [WORD]	South Africa	1550/1930	1	Registered
ILFORD [WORD]	South Africa	1551/1930	9	Registered
ILFOSPEED- MULTIGRADE [WORD]	South Africa	78/1049	9	Registered
ILFOSPEED- MULTIGRADE [WORD]	South Africa	78/1048	1	Registered

Title	Country	Application/Registration Number	Class(es)	Status
ILFORD [WORD]	South Korea	68007	1	Registered
ILFOBROM [WORD]	Sweden	120636	1	Registered
ILFORD [WORD]	Sweden	69501	1	Registered
ILFORD [WORD]	Sweden	21177	1	Registered
ILFORD [WORD]	Sweden	68909	9	Registered
ILFOSPEED [WORD]	Sweden	157291	1, 9	Registered
ILFOSPEED- MULTIGRADE [WORD]	Sweden	165403	1, 9	Registered
ILFORD [WORD]	Spain	237179	1	Registered
ILFOBROM [WORD]	Switzerland	360337	1	Registered
ILFOLUX [WORD]	Switzerland	357738	1, 9	Registered
ILFORD [WORD]	Switzerland	379284	1, 19	Registered
ILFOSCRIPT [WORD]	Switzerland	387007	1	Registered
ILFOSPEED- MULTIGRADE [WORDS]	Switzerland	293248	1, 9	Registered
ILFOSPEED [WORD]	Switzerland	285257	1, 9	Registered
ILFORD [WORD WITH ARABIC CHARACTERS]	Syria	56240	1, 9	Application pending
ILFORD [WORD]	Taiwan	3995	1, 19	Registered
ILFORD [WORD]	Tanzania	703	1	Registered
ILFORD [WORD]	Thailand	TM170216	1	Registered
ILFORD [WORD]	Turkey	88906	1, 9	Registered
ILFORD [WORD]	Uganda	629	1	Registered
ILFOBROM [WORD]	United Kingdom	897522	1	Registered
ILFOCOPY [WORD]	United Kingdom	823243	1	Registered
ILFOFIX [WORD]	United Kingdom	900586	1	Registered
ILFOLAB [WORD]	United	1454535	1	Registered

Title	Country	Application/Registration Number	Class(es)	Status
	Kingdom			
ILFOLAB [WORD]	United Kingdom	1461615	9	Registered
ILFOPAN [WORD]	United Kingdom	573195	1	Registered
ILFORD [WORD]	United Kingdom	294708	1	Registered
ILFORD [WORD]	United Kingdom	294706	1	Registered
ILFORD [WORD]	United Kingdom	294707	9	Registered
ILFORD XP [WORD & LETTERS]	United Kingdom	1137809	1	Registered
ILFOSOL [WORD]	United Kingdom	900587	1	Registered
ILFOSPEED [WORD]	United Kingdom	997865	1	Registered
ILFOTEC [WORD]	United Kingdom	1221738	1	Registered
ILFOBROM [WORD]	United States	857014	1	Registered
ILFOLAB [WORD]	United States	2074803	9	Registered
ILFORD [WORD]	United States	116139	1	Registered
ILFOSPEED [WORD]	United States	1332741	1	Registered
ILFORD [WORD]	Uruguay	255666	1	Registered
ILFORD [WORD]	Uruguay	255667	1	Registered
ILFORD [WORD]	Venezuela	25070	1	Registered
ILFORD [WORD]	Venezuela	16643	9	Registered
ILFORD [WORD]	Zambia	182	1	Registered
ILFORD [WORD]	Zambia	183	8	Registered
ILFORD [WORD]	Zambia	184	39	Registered

Title	Country	Application/Registration Number	Class(es)	Status
ILFORD [WORD]	Zanzibar	10/1919	1	Registered
ILFORD [WORD]	Zanzibar	44/1919	1	Registered
ILFORD [WORD]	Zimbabwe	3553	1, 9	Registered

SCHEDULE 2
THE PATENTS

Title	Country	App/Reg Number	Status
Ink jet printing process	EP	1 078 775 A	In examination
	US	6,811,253	In force
Printing process	EP	1 101 627	In force BE, CH, DE, FR, GB, IT, NL
	US	09/713,450	In examination
Recording material and method	EP	1 188 573 A	In examination
Recording material and method	EP	1 188 574 A	In examination
	US	2002 097312 A	In examination
Recording method	EP	1 262 837 A	In examination

EXECUTED by the Parties:

EXECUTED by Nicholas Alexander Smith as duly)
authorised attorney for and on behalf of)
ILFORD IMAGING SWITZERLAND GMBH)

NA Smith Signature

in the presence of:
Martin Hinderger
MARTIN HINDERGER
SOLICITOR, 18/12/07

EXECUTED by)
For and on behalf of)
HARMAN TECHNOLOGY LIMITED)

P. O. Elton Signature of director
P. O. ELTON Name of director

in the presence of
P. O. Elton
P. O. ELTON
MANCHESTER