

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300908

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tokyo Ohka Kogyo Co., Ltd.		02/25/2011	CORPORATION: JAPAN
RECEIVING PARTY DATA			
Name:	Eastman Kodak Company		
Street Address:	343 State Street		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14650		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2410125	MIRACLON	
Registration Number:	2410126	RIGILON	
CORRESPONDENCE DATA			
Fax Number:	5857249657		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	585-724-7757		
Email:	dianne.harrington@kodak.com		
Correspondent Name:	Dianne G. Harrington		
Address Line 1:	343 State Street		
Address Line 2:	Eastman Kodak Company		
Address Line 4:	Rochester, NEW YORK 14650		
ATTORNEY DOCKET NUMBER:	MIRACLON/RIGILON ASSGN.		
NAME OF SUBMITTER:	Dianne G. Harrington		
SIGNATURE:	/dianne g harrington/		
DATE SIGNED:	04/09/2014		
Total Attachments: 7			
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EXECUTION VERSION

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") effective as of March 1, 2011 (the "Effective Date") is made by and between Tokyo Ohka Kogyo Co., Ltd. (TOK), a corporation organized under the laws of Japan with an office at 150 Nakamaruko Nakahara-ku, Kawasaki-shi, Kanagawa-ken 211, Japan ("Assignor") and Eastman Kodak Company, a New Jersey corporation with an office at 343 State Street, Rochester, New York 14650 ("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 an Asset Purchase Agreement dated November 19, 2010 ("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 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.

TOKYO OHKA KOGYO CO., LTD.

By: *Yoichi Nakamura*

Name: Yoichi Nakamura

Title: Representative Director, President
& Chief Executive Officer

EASTMAN KODAK COMPANY

By: *Laura G. Quatela*

Name: Laura G. Quatela

Title: General Counsel and
Senior Vice-President



CERTIFICATION OF ACKNOWLEDGMENT

Kanagawa Japan ss.:

On this 25 day of March 2011, before me personally came Yoichi Nakamura, 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 Representative Director, President & Chief Executive Officer of Tokyo Ohka Kogyo Co., Ltd. (TOK), a corporation organized under the laws of Japan, and that he executed the foregoing instrument in the firm name of Tokyo Ohka Kogyo Co., Ltd. (TOK), 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 of _____
Printed Name _____

My commission Expires:



CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York SS.:
COUNTY OF Monroe

On this 4th day of March 2011, before me personally came Laura G. Quatela, 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 Counsel and Senior 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.

Marie A. Britton
Notary Public - State of New York

Printed Name MARIE A. BRITTON

My Commission Expires:
11/9/14

MARIE A. BRITTON
Notary Public, State of New York
Monroe County
Commission Expires 11/9/14

SCHEDULE "A"

Trademark	Country	Applicant	Application No.	Application Date	Registered No.	Registered Date	Class
ELASLON	Japan	Tokyo Ohka Kogyo Co., Ltd.	JP S62-094395	21-Aug-87	JP 2197468	25-Dec-89	1
OHKAFLEX OHKAFLEX オハカフレックス	Japan	Tokyo Ohka Kogyo Co., Ltd.	JP H06-069216	11-Jul-94	JP 3293126	25-Apr-97	1
TED System	Japan	Tokyo Ohka Kogyo Co., Ltd.	JP 2005-47157	27-May-05	JP 4920056	06-Jan-06	7
TOPLON	Japan	Tokyo Ohka Kogyo Co., Ltd.	JP S45-090049	26-Aug-70	JP 1039473	22-Oct-73	1
ECOFIT エコフィット	Japan	Tokyo Ohka Kogyo Co., Ltd.	JP 2001-093592	18-Oct-01	JP 4743330	23-Jan-04	7
RIGILON リジロン	Japan	Tokyo Ohka Kogyo Co., Ltd.	JP S53-011705	23-Feb-78	JP 1547825	26-Nov-82	1
TOKTED-INK	Japan	Tokyo Ohka Kogyo Co., Ltd.	JP 2006-28112	29-Mar-06	JP 5007472	01-Dec-06	1, 2
ELASLON	United States	Tokyo Ohka Kogyo Co., Ltd.	S.N. 75/711463	21-May-99	US 2411993	12-Dec-00	IC007
MIRACLON	United States	Tokyo Ohka Kogyo Co., Ltd.	S.N. 75/711456	21-May-99	US 2410125	12-Sep-00	IC007
RJGILON	United States	Tokyo Ohka Kogyo Co., Ltd.	S.N. 75/711462	21-May-99	US 2410126	05-Dec-00	IC007
OHKAFLEX	Europe	Tokyo Ohka Kogyo Co., Ltd.	CTM 3893765	25-Jun-04	CMT 3893765	28-Nov-05	1, 7
TED System	China	Tokyo Ohka Kogyo Co., Ltd.	CN 4735406	22-Jun-05	CN 4735406	14-Apr-08	7
美丽客隆 (Miraclon in Chinese)	China	Tokyo Ohka Kogyo Co., Ltd.	CN 5368834	23-May-06	CN 5368834	21-Aug-09	1



囑託人東京応化工業株式会社代表取締役中村洋一は、別紙編綴の証書の署名が自己のものに相違ない旨代理人加藤修を通じ本公証人に対し自認した。

以上

よって、これを認証する。

平成23年 2月 25日、本公証人役場において

藤沢市鵜沼石上2丁目11番2号
横浜地方法務局所属

公 証 人
Notary

曾 我 大 三 郎

DAISABURO SOGA



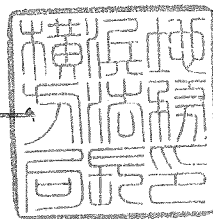
証 明

上記署名は、横浜地方法務局所属公証人の署名に相違ないものであり、かつ、その押印は、真実のものであることを証明する。

平成23年 2月 25日

横浜地方法務局長

椿 栄



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

- 1. Country : JAPAN
This public document
- 2. has been signed by DAISABURO SOGA
- 3. acting in the capacity of Notary of the Yokohama District
Legal Affairs Bureau
- 4. bears the seal/stamp of DAISABURO SOGA , Notary

Certified

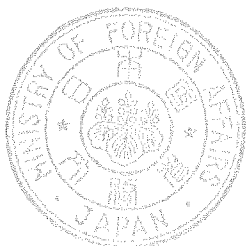
- 5. at Tokyo
- 7. by the Ministry of Foreign Affairs
- 8. 11- No 301557
- 9. Seal/stamp :

6. FEB. 25. 2011

10. Signature :

Kazutoyo OYABE

For the Minister for Foreign Affairs



TRADEMARK

REEL: 005257 FRAME: 0271

Registered No. 3 0



NOTARIAL CERTIFICATE

This is to certify that Osamu Kato, an agent of Yoichi Nakamura, Representative Director, President & Chief Executive Officer of Tokyo Ohka Kogyo Co., Ltd., has stated in my very presence that said Yoichi Nakamura has acknowledged himself that the signature on the attached document is his own.

Dated this 25th day of February, 2011.

Daisaburo Soga

Daisaburo Soga
Notary
attached to Yokohama District Legal
Affairs Bureau
2-11, 2-Chome, Kugenuma Ishigami
Fujisawa-shi Kanagawa-ken Japan