TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518580

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EASTMAN KODAK COMPANY		04/03/2019	Corporation: NEW JERSEY

RECEIVING PARTY DATA

Name:	MIRACLON CORPORATION
Street Address:	251 LITTLE FALLS DRIVE
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19808
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3392716	FLEXCEL
Registration Number:	2410125	MIRACLON
Registration Number:	4892946	MIRACLON
Registration Number:	2410126	RIGILON

OP $115.00 3392716

CORRESPONDENCE DATA

Fax Number: 9374496405

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 937-449-6400
Email: daytonipdocket@dinsmore.com
Correspondent Name: DINSMORE & SHOHL LLP
Address Line 1: ONE SOUTH MAIN STREET
Address Line 2: FIFTH THIRD CENTER, SUITE 1300
Address Line 4: DAYTON, OHIO 45402

NAME OF SUBMITTER:	JENNIFER A. HUFFMAN
SIGNATURE:	/Jennifer A. Huffman/
DATE SIGNED:	04/11/2019

Total Attachments: 4
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UNITED STATES

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT ('the Assignment') is made the 30 day of April 2019.

Between:

(1) **EASTMAN KODAK COMPANY** (hereinafter referred to as 'the Assignor'), a New Jersey corporation, having its principal place of business at 343 State Street, Rochester, New York 14650, the United States of America.

(2) **MIRACLON CORPORATION** (hereinafter referred to as 'the Assignee'), a Delaware corporation, having its principal place of business at 251 Little Falls Drive, Wilmington, Delaware 19808, the United States of America.

Recitals:

(A) The Assignor is the registered proprietor of trademark registrations in the United States of America which short particulars are set forth in Appendix A hereto ('the Trademarks').

(B) The Assignor and MIR Bidco SA, a société anonyme incorporated in Belgium with incorporation number BE 0705.932.821 ('the Purchaser') have entered into a Stock and Asset Purchase Agreement dated 11 November 2018 ('the SAPA').

(C) The terms of the SAPA, and the Trademark Transfer and License Agreement (as defined in the SAPA), provide an agreement for the Assignor to assign all of its right, title and interest in the Trademarks to the Purchaser or an Affiliate (as defined in the SAPA) thereof at a future date. The Assignee is an Affiliate of the Purchaser nominated by the Purchaser as assignee for the Trademarks.

(D) The Assignor has agreed to assign to the Assignee the Trademarks and all right, title and interest therein together with the goodwill of the Assignor's business in the goods and services in respect of which the Trademarks are registered or for which registration is sought, upon the terms of the SAPA and the Trademark Transfer and License Agreement, and on the conditions set out below.

It is agreed as follows:

In consideration of the payment made to the Assignor pursuant to the SAPA and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor HEREBY ASSIGNS unto the Assignee, with effect from the Closing Date (as defined in the SAPA), the Trademarks and the full and exclusive benefit thereof together with all right, title and interest therein, including the right to sue and collect and retain damages for any previous, present and future infringements, misappropriation or misuse of the

Trademarks, together with the goodwill of the Assignor's business in the goods and services in respect of which the Trademarks are registered or for which registration is sought.

The Assignor undertakes at the request of the Assignee to render all reasonably necessary assistance to the Assignee, and execute all documents that may be necessary, to confirm the title of the Trademarks to the Assignee.

In the event of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Trademark Transfer and License Agreement, including any of its schedules and exhibits, the terms and conditions of the Trademark Transfer and License Agreement and any of its schedules and exhibits will prevail.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

Any questions, claims, disputes, remedies or actions arising from or related to this Assignment, and any relief or remedies sought by any party, shall be governed exclusively by the laws of the State of New York applicable to contracts made and to be performed in such state and without regard to the rules of conflict of laws of any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed or caused this Assignment to be executed as of the date and year first above written.

EASTMAN KODAK COMPANY:

By: .....

Name: Peter C. Cody

Title: Chief Intellectual Property Officer

Date: 3 .....April 2019

GINA MARIE SCHMITT
Notary Public in the State of New York
MONROE COUNTY
Commission Expires March 30, 2022

MIRACLON CORPORATION:

By: .....

Name: Christopher Payne

Title: Director

Date: .....April 2019

IN WITNESS WHEREOF, the parties have executed or caused this Assignment to be executed as of the date and year first above written.

EASTMAN KODAK COMPANY:

By: .....

Name: Peter C. Cody

Title: Chief Intellectual Property Officer

Date: .....April 2019

MIRACLON CORPORATION:

By: .....

Name: Christopher Payne

Title: Director

Date: 4th April 2019

RECORDED: 04/11/2019

TRADEMARK
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