

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM746791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kodak Alaris Inc.		03/26/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sino Promise Creative Culture International Limited		
Street Address:	4F, Block A, Waylee Industrial Center, 30-38 Tsuen King Circuit,		
Internal Address:	c/o Sino Promise Group Limited		
City:	Tsuen Wan		
State/Country:	HONG KONG		
Entity Type:	Private Limited Company: HONG KONG		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	417214	DEKTOL	
Registration Number:	958395	FLEXICOLOR	
Registration Number:	792034	HC-110	
Registration Number:	1707629	ROYAL	
CORRESPONDENCE DATA			
Fax Number:	2127986915		
<i>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.</i>			
Phone:	212 326 0831		
Email:	tle@pryorcashman.com		
Correspondent Name:	Teresa Lee		
Address Line 1:	c/o Pryor Cashman LLP, 7 Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	30616.00003		
DOMESTIC REPRESENTATIVE			
Name:	Teresa Lee		
Address Line 1:	c/o Pryor Cashman LLP, 7 Times Square		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Teresa Lee		

CH \$115.00 417214

SIGNATURE:	/tle/
DATE SIGNED:	08/08/2022
Total Attachments: 4 source=03262021 Trademark Assignment Agreement Kodak Alaris Inc#page1.tif source=03262021 Trademark Assignment Agreement Kodak Alaris Inc#page2.tif source=03262021 Trademark Assignment Agreement Kodak Alaris Inc#page3.tif source=03262021 Trademark Assignment Agreement Kodak Alaris Inc#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (including Exhibit A hereto, this “Assignment”) is made and entered into as of March 26, 2021, by and between Kodak Alaris Inc., a corporation organized and existing under the laws of Delaware (“Assignor”), and Sino Promise Creative Culture International Limited, a private limited company organized and existing under the laws of Hong Kong SAR (“Assignee”) and wholly owned Affiliate (as defined in the SAPA) of Sino Promise Group Limited, a private limited company organized and existing under the laws of Hong Kong SAR (“SPGL”).

WHEREAS, Assignor’s Affiliate, Kodak Alaris Holdings Limited (“KAHL”), and SPGL have entered into that certain Stock and Asset Purchase Agreement, dated as of June 29, 2020 (the “SAPA”), pursuant to which, among other things, and subject to the terms and conditions thereof, KAHL agreed to assign (or cause its applicable Affiliate to assign) to SPGL, and SPGL agreed to acquire and accept from KAHL (or its applicable Affiliate), all of KAHL’s (or its applicable Affiliate’s) rights in, to and under the trademarks described in Exhibit A hereto (the “Trademarks”);

WHEREAS, SPGL has nominated Assignee, its wholly owned Affiliate, to enter into this Assignment;

WHEREAS, in connection with the SAPA, KAHL and Assignee entered into a Trademark Assignment Agreement, dated as of November 1, 2020, relating to the assignment of the Trademarks to Assignee (the “Original Assignment”);

WHEREAS, such Trademarks intended to be assigned pursuant to the Original Assignment are owned by Assignor rather than KAHL; and

WHEREAS, Assignor wishes to assign to Assignee its rights in and to the Trademarks, effective as of November 1, 2020, in order to achieve the assignment of rights in and to the Trademarks as contemplated in the SAPA and as intended under the Original Assignment, and the parties intend that this Assignment supersede and replace the Original Assignment.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Rights. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby receives, acquires and accepts from Assignor, nunc pro tunc as of November 1, 2020, all of Assignor’s full and exclusive right, title and interest in, to and under all of the following, to be held and enjoyed by Assignee, its successors, assigns, nominees, or legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made:

(a) the Trademarks, all issuances, extensions and renewals of any of the foregoing, and any and all goodwill associated with, attaching to, or symbolized by any of the foregoing;

(b) all claims and rights of action accruing under or relating to any item in any of the foregoing categories (a) or (b), including, without limitation, all claims and causes of action and other enforcement rights for damages, injunctive relief, and any other remedies of any kind for any past, present, and future infringement, misappropriation, violation, misuse, dilution, breach or default, and specifically including the right to sue, collect and retain such damages; and

(c) all rights to collect royalties, fees, income and other payments under or on account of any item in any of the foregoing categories (a) and (b).

2. Authorization of Governmental Agencies. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the officials of any other applicable trademark office or governmental agency to record Assignee as the assignee and owner of the Trademarks, upon request by Assignee.

3. Terms of the SAPA. This Assignment is delivered in furtherance of the SAPA and is subject to the representations, warranties, conditions, limitations, covenants and agreements set forth in the SAPA, which shall remain in full force and effect to the full extent provided therein. The rights and remedies of each party under the SAPA shall not be deemed to be expanded, narrowed, modified or in any way altered by the terms of this Assignment. In the event of any conflict between the terms of the SAPA and the terms of this Assignment, the terms of the SAPA shall prevail.


4. Miscellaneous. All of the terms and provisions of this Assignment will apply to, be binding in all respects upon and inure to the benefit of the parties hereto and their respective successors and assigns. None of the provisions of this Assignment shall be varied or terminated except by written agreement of the parties hereto. If any provisions of this Assignment are held invalid or unenforceable by any court of competent jurisdiction, the remainder of this Assignment shall not be affected thereby and each other term, covenant, condition, and provision hereof shall be valid and enforceable to the fullest extent permitted by law. This Assignment may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument. The exchange of a fully executed Assignment (in counterparts or otherwise) by electronic transmission in portable document format (PDF) by any electronic means shall be sufficient to bind the parties to the terms of this Assignment. The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment. This Assignment is for the sole benefit of the parties hereto and their permitted successors and assigns, and nothing herein expressed or implied shall be construed to grant to any third party any legal or equitable right, remedy or claim hereunder. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

Signature page follows.

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered in its name and on its behalf, all as of the day and year first above written.

ASSIGNEE:

**SINO PROMISE CREATIVE CULTURE
INTERNATIONAL LIMITED**

By:  _____

Name: Katie Chan
Title: Executive Director

ASSIGNOR:

KODAK ALARIS INC.

By:  _____

Name: Diane Gardner
Title: Treasurer

Exhibit A
Trademarks

AZO
D-76
DEKTOL
DIMEZONE
DURACLEAR
DURAFLEX
DURAFLO
DURALIFE
DURAPRINT
DURATRANS
EDGE
EDGE (CHINESE)
ELON
ENDURA
FLEXICOLOR
FULL COLOR
HC-110
MICRODOL
MICRODOL-X
PANALURE
PHOTO MAGIC
PHOTO-FLO
P-MAX
POLYMAX
PRIME
PRO CENTER
PRO CENTER & DESIGN
PRO-CENTER
PROLAB
RADIANCE
ROYAL
ROYAL (CHINESE)
ROYALPRINT
SELECTOL
TECHNIDOL
ULTRAFOTOS (STYLIZED)
XTOL

[Exhibit A to Trademark Assignment Agreement]