

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eastman Kodak S.A.		03/04/2008	CORPORATION: FRANCE
RECEIVING PARTY DATA			
Name:	Carestream Health, Inc.		
Street Address:	150 Verona Street		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14608		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2128215	DIGIPAN	
Registration Number:	2939698	RVG	
Registration Number:	2637855	RVG RADIO/VISIO/GRAPHY	
Registration Number:	2572491	STV	
Registration Number:	2937776	TROPHY	
CORRESPONDENCE DATA			
Fax Number:	(866)947-1121		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	585-263-1000		
Email:	kwalsh@nixonpeabody.com		
Correspondent Name:	Kristen M. Walsh		
Address Line 1:	1100 Clinton Square		
Address Line 2:	Nixon Peabody LLP		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	46703/4		

CH \$140.00 2128215

NAME OF SUBMITTER:	Kristen M. Walsh
Signature:	/kristenmwash/
Date:	04/17/2008

Total Attachments: 10
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DEED OF ASSIGNMENT

WHEREAS, Eastman Kodak S.A., now known as Eastman Kodak Sarl a corporation organized under the laws of the Country of Switzerland, with its principal place of business at, Case Postale 271, 1215 Geneve 15, CH-1211 Geneve 11 Switzerland and an alternate address of Le Grand Saconnex, Case Postale 271, Geneve CH 1215 G Switzerland (“the Assignor”), is the proprietor of the following trademarks in the United States of America:

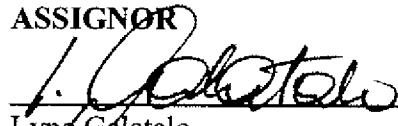
Trademark	International Class(es)	Registration Number	Registration Date
DIGIPAN	10	2128215	1/13/1998
RVG	10	2939698	04/12/2005
RVG RADIO/VISIO/GRAPHY	10	2637855	10/22/2002
STV	10	2572491	05/28/2002
TROPHY	10	2937776	04/05/2005

AND WHEREAS, Carestream Health, Inc., a corporation organized under the laws of the State of Delaware, United States of America, located at, 150 Verona Street, Rochester, NY 14608, United States of America (“the Assignee”) is desirous of acquiring these trademarks, together with the goodwill of the business symbolized by them and all applications, registrations, rights, title and interest in and to these trademarks.

NOW THEREFORE, pursuant to and in execution of the general worldwide assignment of trademarks between Eastman Kodak Company and Carestream Health, Inc. (copy attached hereto) with an effective date of April 30, 2007, Eastman Kodak S.A., now known as Eastman Kodak Sarl, for good and valuable consideration, receipt of which is

acknowledged, the Assignor hereby assigns and transfers to the Assignee, together with the goodwill of the business symbolized by them, all applications, registrations, rights, title and interest in and to these trademarks, including any renewals and extensions that may be granted thereof, the right to sue for damages and all other remedies in respect of any infringement thereof or any passing off which may have occurred prior to the date hereof **TO HOLD** unto the Assignee absolutely, effective May 1, 2007.

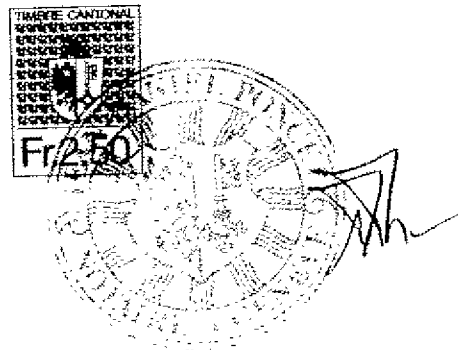
ASSIGNOR


Name: Lyne Galatalo
Controller
Eastman Kodak S.A., now known as
Eastman Kodak Sarl
Dated this 4 day of March, 2008

STATE OF Switzerland)
) : SS
COUNTY OF Geneve)

On this 14th day of March, 2008, before me personally appeared the above named Assignor, to me personally known, and who executed the foregoing assignment in my presence and acknowledge the execution thereof as Assignor's free and voluntary act and deed for the uses and purposes therein set forth and expressed.


Notary Public



ASSIGNEE



Name: Terria P. Jenkins
Chief Trademark Counsel
Carestream Health, Inc.

Dated this 10 day of April 2008.

STATE OF NEW YORK)
): SS
COUNTY OF MONROE)

On this 10th day of April, 2008, before me personally appeared the above named Assignee, to me personally known, and who executed the foregoing assignment in my presence and acknowledge the execution thereof as Assignee's free and voluntary act and deed for the uses and purposes therein set forth and expressed.


Notary Public

MELINDA A. MULDOON
Notary Public in the State of New York
Certificate Filed in Monroe County
My Commission Expires November 16, 2009

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of April 30, 2007 (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 Carestream Health, Inc., a Delaware corporation with an office at 150 Verona Street, Rochester, New York 14608 ("Assignee").

WHEREAS, Assignor owns certain right, title and interest in and to each trademark and service mark identified on Schedule 1, and all registrations, applications for registration, any associated domain names and trade names, common law rights and goodwill associated therewith and symbolized thereby;

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of January 9, 2007 ("Asset Purchase Agreement") and Intellectual Property Agreement, dated as of the Effective Date ("Intellectual Property 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 Asset Purchase Agreement and the Intellectual Property Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Subject to the Asset Purchase Agreement and the Intellectual Property 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, (a) all Assignor's right, title and interest in and to the trademarks and service marks set forth in Schedule 1; (b) all Assignor's right, title and interest in and to the trademark RETINA for medical imaging products used in the Business including but not limited to, medical x-ray films, cassettes, screens and image processing chemicals; and (c) all Assignor's right, title and interest in and to the trademark IMAGELINK for diagnostic image and information management products. (The trademarks identified in the preceding sentence are referred to collectively in this Assignment as 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 from acts which may have occurred prior to the Effective

Date. All right, title and interest in and to RETINA and IMAGELINK trademarks not specifically assigned herein are retained by Assignor.

All representations and warranties concerning the Trademarks transferred to Assignee pursuant to this Assignment are exclusively set forth in the Asset Purchase Agreement and the Intellectual Property Agreement.

All Trademarks transferred to Assignee pursuant to this Assignment and which are also purported to be transferred under a General Conveyance Assignment and Assumption Agreement 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 and Assumption Agreement or such other conveyance instrument.

Assignor further 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, the parties hereto agree to take whatever steps may be necessary to effectuate the transfer and assignment of the Trademarks contemplated hereunder. To the extent the transfer and assignment of any Trademark hereunder is not feasible under any applicable trademark law, Assignor agrees to grant Assignee a fully paid, perpetual, royalty-free license to the trademarks RETINA and IMAGELINK in accordance with the terms and obligations of the Trademark License Agreement to be entered into between Assignor and Assignee in connection with the Asset Purchase Agreement.

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: 

Name: Theodore D. McNeff
Vice President

Title: Eastman Kodak Company

CARESTREAM HEALTH, INC.

By: _____

Name: _____

Title: _____

TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 003762 FRAME: 0051

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: _____

Name: _____

Title: _____

CARESTREAM HEALTH, INC.

By: _____

Name: Robert M. Le Blanc
President and Assistant

Title: Secretary

TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 003762 FRAME: 0052

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 27th day of April 2007, before me personally came THEODORE D. McNEFF, 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 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.

Louis A. Petrocelli III
Notary Public - State of New York

Printed Name Louis A. Petrocelli III

My Commission Expires:

November 14, 2009

LOUIS A. PETROCELLI III
Notary Public, State of New York
No. 00700136678
Qualified in Kings County
Certificate filed in New York County
Commission Expires November 14, 2009

**Schedule 1: Trademarks Service Marks
and Domain Names**

70-X	LANEX
AERMEI	LIFEVIEW
AERMEI (& Device)	MASTERPAGE
ALGOTEC	MASTERWORKS
AUTORAD	MEDIPRIME
BIOMAX	MEDISTORE
BITE-WING	MINILOADER
BRAF	MIN-R
CARESTREAM	MULTILOADER
CCX (COMPUTER CONTROLLED X-RAY TIMER)	M-WAVE
CEMAX	NMS AND DESIGN
CINEFLURE	NOVA MICROSONICS
CLINASEPT	ODONTORAMA
CLINIC SELECT	OREX
COLORVUE II	ORTHO SLICE 1000 OS1000
COMBIX	ORTHOSOFT
COMPACT	ORTHOWARE
COMPUTER AGE DENTIST	OSTEOSIGHT
CONCORDANCE	PCCR
COOK	POLY-SOFT
COOK (CARTUCHO)	PRACTICE OUTLOOK
COOK IN CARTRIDGE DESIGN	PRACTICETOGO
COOK LABORATORIES INC.	PRACTICEWORKS
COOK-WAITE	PRACTICEWORKS OFFICE
COOK-WAITE (DEVICE)	PRACTICEWORKS-SITEBUILDER
D: CD-DENT	RADIOVISOGRAPHIE
D:HSD LOGO	RADIOVISOGRAPHIE R.V.G.
DENTALVISION	RAYOSCOPI
DENT-A-VIEW	RAYOSCOPE
DENTAVISION	READY PRO
DENTECH	READYMATIC
DENTVISION	READYPRO
DENT-X	RELAY
DIGIPAN	RVG
DIRECTVIEW	RVG RADIO/VISIO/GRAPHY
DRYVIEW	S:A BETTER VIEW OF LIFE
ELITYS	S:THE IMAGING STANDARD FOR DENTISTRY
EVALUSITE	SOFTCHART
GEN 500 Fb	SOFTIDENT
GEN-X	STOMAVISION
HU KANG	STOMAVISION S.T.V.
IBI & DESIGN	STV
IMAGEWATCH	SUPPORTLINK
IMAGINET	SURESOFIT
INDUSTREX	THE IMAGING STANDARD FOR DENTISTRY
INFOSOFIT	T-MAT
INSIGHT	TRANSCREEN
INSTATECH	TRIDENT
INTELLIDENT	TRIMATIC
IRIX	TRIMAX
LABRX	TROPHY

TROPHY RADIOLOGIE
ULTRA-SPEED
WINOMS
X-70

X-OMAT
X-OMATIC
X-SIGHT
ZORCAINE

Rights to the following trademarks consistent with this Assignment:

RETINA
IMAGELINK

Domain Names:

carestream.com
medicalimaging.com