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02-03-2000

Docket No.: KPG-4040-4070

FORM PTC 1595 (Modified)
(Rev. 6-93)
CMB No 0651-00-1 (exp 4/94)
Copyright 1994-97 LegalStar
P08/REV02

ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101234949

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
Eastman Kodak Company

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: **Kodak Polychrome Graphics LLC**

Internal Address:

Street Address: **401 Merrit 7**

City: **Norwalk** State: **CT** ZIP: **06851**

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other **Assignment and Grant Back License**

Execution Date: **September 7, 1999 and September 10, 1999**

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

See Attached Appendix A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Bruce M. Monroe**

Internal Address:

Street Address: **RATNER & PRESTIA**

P.O. Box 7228

City: **Wilmington** State: **DE** ZIP: **19803**

6. Total number of applications and patents involved: **4**

7. Total fee (37 CFR 3.41):.....\$ **160.00**

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

18-0350

11/01/1999 DNGUYEN 00000216 06933712 DO NOT USE THIS SPACE

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9. Statement and signature. **160.00 OP**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Bruce M. Monroe *Bruce M. Monroe* *Oct 12, 1999*

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:

4

PATENT
REEL: 010352 FRAME: 0615

APPENDIX - A
ASSIGNMENT OF CASES FROM IMATION CORP. TO EASTMAN KODAK COMPANY
PATENTS

Agent: MDC

| CNTRY | BOOK# | APPL. NO. | APPLN. DATE | PATENT NO. | ISSUE DATE | OWNER |
|-------|-------|------------|-------------|------------|------------|-------|
| US | 50001 | 06/933,712 | 21NO1986 | 4743531 | 10MY1988 | EKC |
| US | 50001 | 06/933,658 | 21NO1986 | 4743529 | 10MY1988 | EKC |
| US | 50001 | 06/933,660 | 21NO1986 | 4743530 | 10MY1988 | EKC |
| US | 50001 | 06/933,657 | 21NO1986 | 4743528 | 10MY1988 | EKC |

PATENT ASSIGNMENT and GRANT-BACK LICENSE AGREEMENT

THIS Agreement effective the 31 day of **December**, 1997, is made by and between the following parties

EASTMAN KODAK COMPANY, of 343 State Street, Rochester, New York 14650, United States of America, a corporation of the State of **New Jersey** (hereinafter the "Assignor" or "Kodak"), who is the owner of the entire title in the United States patents set forth in Appendix A and in the inventions covered by said patents; and

KODAK POLYCHROME GRAPHICS LLC (a Limited Liability Company), of 401 Merritt 7, Norwalk, Connecticut 06851, United States of America; a limited Liability Company organized and existing under the laws of Delaware (hereinafter the "Assignee" or "Polychrome"), who wants to acquire the entire title of Assignor in the aforesaid patents and the inventions covered thereby.

DEFINITIONS

1.01 "Licensed Patents" shall mean those patents set forth in Attachment A hereto, and those patents which issue from the patent applications set forth on Attachment A, together with any division, continuation, continuation in part, extension, revival and reissue thereof or any substitute therefor, and all corresponding foreign patents and patent applications

1.02 "Field" means Printing together with one or more of the following digital and/or analog procedures required to prepare an image(s) for Printing:

- a. separation of a color image into at least two monochrome components;
- b. conversion of a continuous tone image into halftone stochastic or equivalent dots which are representative of process color separation images;
- c. proofing of process-color separation images;
- d. capture, storage, manipulation, transmission and/or output of process-color separation images; and
- e. imagesetting of line or text features;

provided, however, that the products and processes described below shall not be included within the Field:

- a. color photographic products and processes other than the product sold under the name Speed Check;
- b. electrophotographic, electrographic, and/or electrostatic products and processes; and
- c. Printing ink not employed in the manufacture or processing of Graphic Arts Film or Offset Printing Plates.

1.03 "Printing" means the process of transferring inks to a receiving surface using gravure, flexographic and/or offset processes.

TERMS

THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged Assignor does hereby assign unto Assignee its entire title in and to said inventions covered by said Licensed Patents, including all claims for damage for past infringement thereof; the same to be held and enjoyed by Assignee, its successors, and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made

Assignor also agrees that it will, at Assignee's request, render such lawful cooperation and assistance as may be necessary for the proper maintenance and enforcement of said Licensed Patents, provided, however, that Assignor may condition its compliance with such a request on Assignee's agreement to pay Assignor reasonable out-of-pocket expenses in connection therewith.

Assignee acknowledges and agrees that:

- (a) Assignor retains a fully-paid, non-exclusive, world wide license, including sublicense rights, in all fields except the Field to make, have made, use, import, sell, lease, offer to sell, sublicense and/or otherwise dispose of and/or transfer products;

(b) said Licensed Patents in the United States and otherwise are subject to any pre-existing licenses granted by Assignor.

If, at any time after assignment of the Licensed Patents, Polychrome elects not to maintain any patent, application or any patent issued on the applications included in the Licensed Patents, Polychrome shall provide written notice of such decision not less than 180 days prior to the date such patent application will lapse or be revoked. Within 60 days after its receipt of such notice, Kodak may, by written notice to Polychrome, elect to take assignment of all right, title, interest, claim and demand which Polychrome has in and to such patent or application, together with any division, continuation, continuation-in-part, extension, revival and reissue thereof or any substitution thereof. Upon Polychrome's receipt of such notice, Polychrome shall assign to Kodak all right, title, interest, claim and demand, which Polychrome has in and to such patent or applications. Reasonable out-of-pocket costs (including reasonable attorney's fees) incurred by Polychrome as a result of assigning such patent or application to Kodak shall be borne by Kodak

This document shall be construed, interpreted and applied in accordance with the laws of the State of New York.

IN WITNESS THEREOF, the parties have caused their respective corporate names to be affixed hereto and this instrument to be signed by their duly authorized officers as of the day and year written below.

Signed this 7th day of September, 1999.

EASTMAN KODAK COMPANY

By Patrick T. Siewert
Patrick T. Siewert
President, Kodak Professional Division
Vice-President, Eastman Kodak Company

Witnessed by: Rodney Hertz

Signed this 10th day of Sept., 1999,

KODAK POLYCHROME GRAPHICS LLC

By Ken-ichi Shimazu
Ken-ichi Shimazu
Vice-President, Research & Development

Witnessed by: Kevin J. Lercak



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
 ASSISTANT SECRETARY AND COMMISSIONER
 OF PATENTS AND TRADEMARKS
 Washington, D.C. 20231

FEBRUARY 01, 2000

PTAS

RATNER & PRESTIA
 BRUCE M. MONROE
 P.O. BOX 7228
 WILMINGTON, DE 19803



101189588A

Record assign. only

UNITED STATES PATENT AND TRADEMARK OFFICE
 NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 101189588

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.20 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. EACH DOCUMENT AND TRANSACTION SUBMITTED FOR RECORDING MUST BE ACCOMPANIED BY AT LEAST ONE COVER SHEET, THE DOCUMENT OR TRANSACTION SUBMITTED REQUIRES 2 NUMBER COVER SHEET(S).

LAWAN FLETCHER, EXAMINER
 ASSIGNMENT DIVISION
 OFFICE OF PUBLIC RECORDS

Just Key Assign. This agreement is w/ Client & Inv. They must submit a doc if default on lease is done.

RW.