

FORM PTO-1595 (Rev. 6-93)

M/W

REC

12-16-1999

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

11/16/99



101225080

Tab settings

To the Honorable Commissioner of Pat

original documents or copy thereof.

1. Name of conveying party(ies):

Ilford A.G.

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: International Paper Company

Internal Address:

Street Address: Two Manhattanville Road

City: Purchase State: New York ZIP: 10577

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: December 19, 1997

4. Application number(s) or patent number(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 Schedule

Additional numbers attached?  Yes  No

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

Name: Dara L. Onofrio, Esq.

Internal Address: Ostrager Chong Flaherty & Onofrio

Street Address: 300 Park Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and patents involved:

2 - US  
4 - FOREIGN

7. Total fee (37 CFR 3.41).....\$

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

09-0525

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

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.

DARA L. ONOFRIO  
Name of Person Signing

*Dara L. Onofrio*  
Signature

11/16/99  
Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

12/15/1999 TTON11 00000284 090525 5686222

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(Form PTO-1595-Recordation Form Cover Sheet [16-5]-page 1 of 3)

PATENT  
REEL: 010425 FRAME: 0761

## SCHEDULE A

### Patents

<u>Patent Number</u>	<u>Record Owner</u>	<u>Country</u>	<u>Date</u>	<u>Title</u>
5,686,222	Ilford AG	US	11/11/97	Novel Dihydrazides

### Patent Applications

<u>App. Number</u>	<u>Applicant</u>	<u>Country</u>	<u>Date</u>	<u>Title</u>
2297747	Ilford AG	GB	2/7/95	Hydrazides Useful In Photographic Materials
2190854	Ilford AG	CA	5/10/95	Novel Dihydrazides as Dot-Promoting Agents in Photographic Image Systems
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08/736599	Ilford AG	US	10/24/96	Novel Dihydrazides as Dot-Promoting Agents in Photographic Image Systems

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DEED OF ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

BETWEEN

ILFORD AG

AND

INTERNATIONAL PAPER COMPANY

Dated as of December 23, 1997

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# DEED OF ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

THIS DEED OF ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS, made and delivered this 23rd day of December, 1997 ("Assignment"), is made by Ilford AG, a Swiss stock company having a place of business at Rue de L'Industrie 15, 1700 Fribourg, Switzerland ("Assignor") in favor of International Paper Company, a New York corporation having a place of business at Two Manhattanville Road, Purchase, New York 10577, U.S.A. ("Assignee").

WHEREAS, Assignee and Assignor, a subsidiary of Assignee, have, together with certain other subsidiaries of Assignee, been generally engaged in (i) the development, manufacture, production, marketing, distribution and sale of monochrome films and papers, color reversal films and papers, color RA4 films and papers, scientific products, certain specialty chemicals, anti-static cloths, processing chemicals and ink jet media, dyes and pigments and ink, (ii) the providing of contract manufacture of products utilizing third party formulations, and (iii) the reselling of certain products purchased from other manufacturers (including, without limitation, photo/digital equipment, mounting boards, laminating products and color negative films and papers) (the business described in clauses (i), (ii) and (iii) above, the "Photo Business"); and

WHEREAS, Assignee and Assignor entered into a funding arrangement beginning in or about January of 1992 and terminating in or about December of 1996 (the "Funding Arrangement") pursuant to which Assignor and Assignee, through its Anitec business unit ("the Anitec Business Unit"), undertook to jointly develop, and did jointly develop during that time period, certain proprietary technology involving the use of hydrazides to manufacture high-contrast graphic arts films which have rapid processing time during film development (the "Hydrazide Technology"); and

WHEREAS, pursuant to the Funding Arrangement, Assignor and Assignee agreed, and wish to hereby confirm, that (i) Assignee was to provide, and in fact did provide, all funding for the development of the Hydrazide Technology and (ii) Assignee was to be, and in fact is, as between Assignor and Assignee, the proprietor of all rights to the Hydrazide Technology; and

WHEREAS, certain patent applications relating to or disclosing the Hydrazide Technology have been filed in the name of Assignor in connection with Assignor's internal case numbers ICH262, ICH263 and ICH265 (the "Patent Applications"), some of which patent applications have resulted in patents issued in the name of Assignor (the "Patents"), including without limitation those patent applications and patents set forth on Schedule A hereto; and

WHEREAS, the parties hereto acknowledge that the Patent Applications and Patents should rightfully have been filed and issued, as the case may be, in the name of Assignee; and

WHEREAS, Assignee and Ilford Imaging Limited, a company organized under the laws of England and Wales ("Buyer"), have entered into a Purchase Agreement dated as of December 17, 1997 (the "Purchase Agreement"), pursuant to which Assignee is to sell or cause to be sold to Buyer, and Buyer is to purchase and acquire, among other things, the capital stock of Assignor and certain other assets connected with the Photo Business; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, Assignor's entire right, title and interest in and to the Patents and Patent Applications;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto acknowledge and agree and this deed witnesseth that Assignee is, as between Assignor and Assignee, the proprietor of all right, title and interest in and to the Hydrazide Technology.

AND FOR THE SAME CONSIDERATION, Assignor does hereby sell, assign, transfer, set over and deliver to Assignee, its successors and assigns Assignor's entire right, title and interest in and to (i) all Patents and Patent Applications, including without limitation those patent applications and patents set forth on Schedule A hereto, (ii) all national applications which may result from any regional applications, including any Patent Cooperation Treaty applications or European Patent applications, included within the Patents and Patent Applications, (iii) all patents granted on any of the foregoing throughout the world, all divisions, reissues, reexaminations, continuations, continuations-in-part or extensions of any of the foregoing, and all of the Assignor's right, title and interest in the inventions dis-

closed in any of the foregoing, and (iv) all rights of enforcement for past infringement of any of the foregoing.

AND FOR THE SAME CONSIDERATION, Assignor does hereby authorize and request all national patent offices in the jurisdictions in which any of the applications described in this Assignment have been filed to issue to Assignee the entire right, title and interest in and to any and all patents which may result from any such applications, and which may issue from any divisions, reissues, reexaminations, continuations, continuations-in-part or extensions of any of the foregoing.

AND FOR THE SAME CONSIDERATION, Assignor does hereby agree that it shall (i) cease all prosecutions of any Patent Applications, (ii) as soon as practicable but in no event later than thirty (30) days after the date hereof at the Assignee's cost and expense deliver to Assignee instruments of assignment, duly executed by Assignor, in a form satisfactory for recording the assignment to Assignee of each of the Patent Applications and Patents set forth on Schedule A hereto in the jurisdiction in which the same has been filed or issued, as the case may be, and (iii) at the Assignee's cost and expense cause to be performed such lawful acts and to be executed such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment, including without limitation such documents as may be necessary to effectuate the assignment to Assignee of any subsisting Patents or Patent Applications not set forth on Schedule A hereto.

As to all matters, this Assignment shall be governed by and construed and enforced in accordance with the substantive law of England and Wales applicable to contracts made therein without regard to any principles of conflicts of laws. The parties hereto submit to the exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF, this deed has been duly executed and delivered the day and year first above written.

Executed as a deed by the affixing  
of the common seal of

ILFORD AG,  
("Assignor"), in the presence of

  
\_\_\_\_\_  
Director

\_\_\_\_\_  
Secretary

Executed as a deed by the affixing  
of the common seal of

INTERNATIONAL PAPER COMPANY,  
("Assignee"), in the presence of

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Assistant Secretary

IN WITNESS WHEREOF, this deed has been duly executed and delivered the day and year first above written.

Executed as a deed by the affixing  
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Secretary

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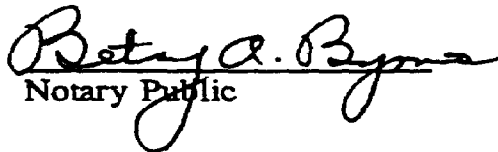
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STATE OF NEW YORK )  
 ) SS.  
COUNTY OF WESTCHESTER )

I, a notary public in and for the county and state aforesaid, do hereby certify that C-CATO EALY, the Vice President of INTERNATIONAL PAPER COMPANY, appeared before me this day in person and acknowledged that s/he signed this above and foregoing instrument as his/her free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 19th day of December, 1997.

  
Notary Public

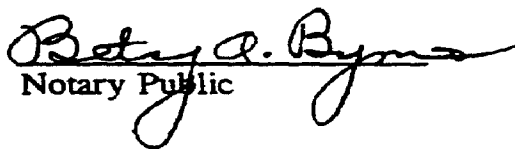
My commission expires: \_\_\_\_\_

BETSY A. BYRNES  
Notary Public, State of New York  
No. 31-4978801  
Qualified in New York County  
Certificate Filed in Westchester County  
Commission Expires March 11, 1998

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF WESTCHESTER )

I, a notary public in and for the county and state aforesaid, do hereby certify that ELLEN McLAUGHLIN, the Assistant Secretary of INTERNATIONAL PAPER COMPANY, appeared before me this day in person and acknowledged that s/he signed this above and foregoing instrument as his/her free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 19th day of December, 1997.

  
Notary Public

My commission expires: \_\_\_\_\_

BETSY A. BYRNES  
Notary Public, State of New York  
No. 31-4978801  
Qualified in New York County  
Certificate Filed in Westchester County  
Commission Expires March 11, 1998

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**LEGALIZATION**

The undersigned, Mr Michel TORCHE, Notary Public in Fribourg (Switzerland), certifies authentic the signature of *Mr Jacques GRANGIRARD*, of Cugy, in Marly (Switzerland), personally known by him.

Fribourg, 23 December 1997

