



101503102

To the Honorable Commissioner of Patents a. 101503102 original documents or copy thereof.

1. Name of conveying party(ies):
Eastman Kodak Company
343 State Street
Rochester, NY 14650
 Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies)
 Name: Kodak Polychrome Graphics LLC
 Address: 401 Merritt 7
 City: Norwalk State: CT Zip: 06851
 Additional name(s) and address(es) attached?
 Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

19-20-00

Execution Date: September 25, 2000

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)
09/454,151
09/644,600
09/528,840
09/531,117
 Additional numbers attached? Yes No

B. Patent No.(s)
 Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Louis S. Sorell
BAKER BOTTS L.L.P.
 Address: 30 Rockefeller Plaza - 44 Fl.
 City: New York State: NY Zip: 10112

6. Total number of applications and patents involved:
 7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number:
02-4377
 (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 instrumentation is true and correct and any attached copy is a true copy of the original document.
Louis S. Sorell 32,439 October 18, 2000
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 4

PATENT ASSIGNMENT and GRANT-BACK LICENSE AGREEMENT

THIS Agreement effective the 12th day of September, 2000, 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 application set forth in Appendix A and in the inventions covered by said application; and

KODAK POLYCHROME GRAPHICS LLC (a Limited Liability Company), of 401 Merritt 7, Norwalk, Connecticut 06851, United States of America, formed under the laws of the State of Delaware (hereinafter the "Assignee"), who wants to acquire the entire title of Assignor in the aforesaid application 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 25th day of September, 2000.

EASTMAN KODAK COMPANY

By Patrick T. Siewert

Patrick T. Siewert

President, Kodak Professional Division

Vice-President, Eastman Kodak Company

Witnessed by: Kathleen Steiter

Signed this 5th day of October, 2000,

KODAK POLYCHROME GRAPHICS LLC

By Ken-ichi Shimazu

Ken-ichi Shimazu

Vice-President, Research & Development

Witnessed by: Christine Neumann