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PATENTS ONLY

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01-16-2004

1. Name of conveying party(ies):
Assignor #1: Dan Foygel

1-14-04



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

102648741

Name: Eastman Kodak Company City: Rochester State: NY Zip: 14650-2201

3. Nature of Conveyance: Assignment

Assignment Execution Date:
Assignor#1: 29 December 2003

4. Application number(s) or patent number(s): 10/726,453

If this document is being filed together with a new application, the execution date of the application is the same as the execution date of the Assignment, unless stated as follows:

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

Name: Pamela R. Crocker Address: Eastman Kodak Company, Patent Legal Staff
City: Rochester State: NY Zip: 14650-2201

6. The total number of applications and patents involved is one (1) unless stated as follows:

7. Total fee (37 CFR 1.21h): \$ Enclosed Authorized to be charged to deposit account

8. Eastman Kodak Company Deposit account number: 05-0225

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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.

Paula West
Name of Person Signing

Paula West
Signature

1/12/04
Date

Total number of pages including cover sheet: 2

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ASSIGNMENT OF INVENTION

THIS Assignment is effective the 29th day of December, 2003

BETWEEN Ofoto, Inc., of 5900 Hollis St., Suite S; Emeryville, California 94608, United States of America, a corporation of the State of Delaware (hereinafter the "Assignor"), who is the owner of the entire title in the United States patent applications set forth below:

No. 10/726,453; Filed December 3, 2003 (Kodak Docket 86635)

and in the inventions covered by said applications; and

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 "Assignee"), who wants to acquire the entire title of Assignor in the aforesaid applications and the inventions covered thereby.

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 applications, and all corresponding patents and patent applications in countries other than the United States, and all reissues, divisions and extensions thereof and to any Letters Patent which have or may issue based thereon, all of which are encompassed herein by the term "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 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.

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 29th day of December, ~~2004~~. 2003

Ofoto, Inc.

By 

Kat McCabe
Secretary

Witnessed by: 