

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
UBS AG	07/01/2005

RECEIVING PARTY DATA

Name:	ILFORD IMAGING SWITZERLAND GMBH
Street Address:	Route De L'ancienne Papeterie
Internal Address:	Case Postale 160
City:	Marly 1
State/Country:	SWITZERLAND
Postal Code:	CH-17

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	5770351
Patent Number:	6902268

CORRESPONDENCE DATA

Fax Number: (415)984-8701

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:

Scott D. Sanford

Total Attachments: 10

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PATENT

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EXECUTION COPY

## DEED OF RELEASE

between

UBS AG

(the "Security Agent")

and

Ilford Imaging Switzerland GmbH

(the "Company")

Relating to the waiver of security interests over certain assets

of Ilford Imaging Switzerland GmbH

\* \* \* \*

WHEREAS on December 17, 1997 a Facility Agreement has been concluded between, inter alia, (1) the companies names therein as Borrower and/or Guarantors, (2) Union Bank of Switzerland as Arranger, (3) Union Bank of Switzerland and The Governor and Company of the Bank of Scotland as Original Banks, (4) Union Bank of Switzerland as Agent, and (5) Union Bank of Switzerland, Zurich, Switzerland (succeeded by UBS AG) (the "Security Agent"), as the same may be varied, amended, modified, supplemented or replaced (the "Facility Agreement");

WHEREAS on December 23, 1997 a Security Agreement has been concluded between Ilford GmbH, Fribourg, Switzerland (succeeded by Ilford Imaging Switzerland GmbH) (the "Company"), and the Security Agent for itself and the other parties (the "Security Agreement");

WHEREAS, pursuant to this Security Agreement, the Company had granted security interests over certain of its assets in favour of the Security Agent for the purposes of securing the Indebtedness (as defined under Art. 1.6 of the Security Agreement);

WHEREAS, the aforementioned security interests were reflected in a duly executed document entitled "Patent Security Agreement (Patents, Patent Applications and Patent Licenses)," which was recorded on January 21, 1998 at Reel No.008933, Frame No. 0305 of the records of the Assignment Division of the United States Patent and Trademark Office and "Patent Security Agreement (Patents, Patent Applications and Patent Licenses)," which was recorded on April 11, 2001 at Reel No. 011675, Frame No. 0142 of the records of the Assignment Division of the United States Patent and Trademark Office; and

WHEREAS it has now been agreed between Ilford International Holdings BV (the "Seller"), sole shareholder of the Company, and OJI Paper Co., Ltd (the "Buyer") that the Seller would sell to the Buyer the shares of the Company and each right attaching to said shares;

WHEREAS, the Buyer has agreed to procure that the Company pays certain amounts owed by the Company to the Banks (as defined in the Facility Agreement), as well as all amounts owed by the Company to Ilford Imaging Limited or any other company within the Seller's group;

WHEREAS on receipt of these payments, the Seller will have to deliver (or procure the delivery of) a deed of release of the Company from its obligations, notably under the Security Agreement;

With effect from the Effective Date, the parties have agreed as follows:

1. Definitions

- 1.1 All capitalized terms used and not defined herein shall have the same meaning as described in the Security Agreement; and
- 1.2 **"Effective Date"** means the date upon which the later of the following occurs:
- (a) the payment by the Purchaser to the Seller of the Purchase Price (as defined in the Sale and Purchase Agreement);
  - (b) the payment by the Company to the Agent of the Bank Debt Amount (as defined in the Sale and Purchase Agreement);
  - (c) the payment by the Company to Ilford Imaging Limited (in administration) of the Intra-Group Debt Amount (as defined in the Sale and Purchase Agreement); and
  - (d) the payment by the Company to Ilford Imaging UK Limited of the IP Payment Amount (as defined in the Sale and Purchase Agreement); and

**"Sale and Purchase Agreement"** means the agreement for sale and purchase of the Company dated 15 June 2005 between the Seller and the Buyer.

2. Collateral

- 2.1 The Security Agent hereby waives, releases, discharges and terminates any security interest it has or is entitled to have over the assets listed under Art 2.1 (ii) of the Security Agreement.
- 2.2 To the extent that the control over the assets listed under Art 2.1 (ii) of the Security Agreement has been remitted to the Security Agent, the Security Agent hereby remits back the concerned assets to the Company.
- 2.3 To the extent that the assets listed under Art 2.1 (ii) of the Security Agreement have been assigned to the Security Agent, the Security Agent hereby assigns back the concerned assets to the Company.

3. Discharge

- 3.1 The Company hereby cancels and terminates the "Patent Security Agreement (Patents, Patent Applications and Patent Licenses)" and hereby releases, discharges and terminates its lien on and security interest in and collateral assignment of the intellectual property rights and interests identified and described in the aforesaid "Patent Security Agreement (Patents, Patent Applications and Patent Licenses)," which rights and interests specifically include, without limitation, (i) the patents, patent registrations, and applications for patent registration set forth in Exhibit A attached hereto (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present

and future infringements thereof, (v) all rights corresponding thereto throughout the world, and (vi) all goodwill of the Company's business connected with and symbolized by such trademarks, tradenames and service marks.

- 3.2 The Company hereby fully, unconditionally and irrevocably discharges and releases the Security Agent from any and all liabilities, claims, and responsibilities arising out of the Security Agreement and of this Deed of Release except as set forth in Sections 4 and 5 of this Deed of Release.

4. UCC Termination Statements

This Deed of Release shall constitute the Security Agent's signed or otherwise authenticated authorization for the Company (or the designee of the Company, including counsel to the Company) to file Uniform Commercial Code termination statements for those Uniform Commercial Code filings listing the Security Agent as secured party and the Company as debtor.

5. Further Assurances

Each of the Agent and the Security Agent agree that it will (at the request and cost of the Company) do all such things and execute and deliver all such further documents as reasonably requested by the Company as being necessary to give effect to the provisions of this Deed and promptly to take such reasonable action as may be necessary or appropriate in order to confirm or carry out the provisions of this Deed.

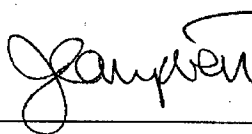
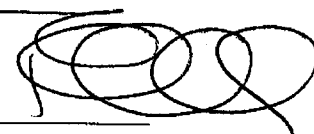
6. Governing Law and Jurisdiction

This Deed of Release shall be governed and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, this Deed of Release of security interest is effective as of  
1 JULY, 2005.

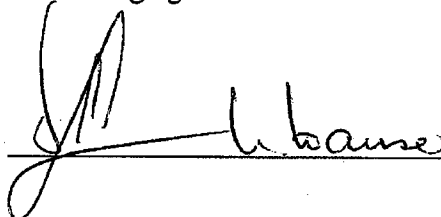
UBS AG:

Iford Imaging Switzerland GmbH:

J. CAMPBELL  
DIRECTOR

T. ELLIOTT  
DIRECTOR



## Exhibit A to Deed of Release

## PATENTS

Assignee Name as listed on the U.S. Patent Office Web Site	Title	Application No.	Application Date	Patent Number	Issue Date	Assignment Info.
Ilford AG	DIRECT-POSITIVE PHOTOGRAPHIC MATERIAL	06/287,323	07/27/1981	<u>4,376,817</u>	03/15/1983	Security Interest from Ilford AG to Union Bank of Switzerland recorded 1/21/98.
Ilford AG	APPARATUS FOR THE LIQUID-PROCESSING OF LIGHT-SENSITIVE SHEET MATERIAL	06/826,031	02/04/1986	<u>4,647,173</u>	03/03/1987	Security Interest from Ilford AG to Union Bank of Switzerland recorded 1/21/98.
Ilford AG	PROCESS FOR THE PREPARATION OF PHOTOGRAPHIC DIRECT-POSITIVE EMULSIONS	07/028,020	03/18/1987	<u>4,704,349</u>	11/03/1987	Security Interest from Ilford AG to Union Bank of Switzerland recorded 1/21/98.
Ilford AG	PHOTOGRAPHIC MATERIAL FOR THE SILVER DYE BLEACH PROCESS COMPRISING AN AZO DYE, CAPABLE OF LAKING, IN GELATINE	07/013,419	02/11/1987	<u>4,803,151</u>	02/07/1989	Security Interest from Ilford AG to Union Bank of Switzerland recorded 1/21/98.
Ilford AG	AZO DYES FOR PHOTOGRAPHIC SILVER DYE BLEACH MATERIAL	07/448,005	12/08/1989	<u>5,043,257</u>	08/27/1991	Security interest from Ilford AG to Union Bank of Switzerland

Assignee Name as listed on the U.S. Patent Office Web Site	Title	Application No.	Application Date	Patent Number	Issue Date	Assignment Info.
						recorded 1/21/98.
Ilford AG	CHEMICAL SENSITIZATION OF PHOTOGRAPHIC SILVER HALIDE EMULSIONS	07/597,851	10/14/1989	<u>5,073,472</u>	12/17/1991	Security interest from Ilford AG to Union Bank of Switzerland recorded 1/21/98.
Ilford AG	PROCESS FOR SPECTRAL SENSITIZATION OF A SILVER HALIDE EMULSION	07/457,315	12/27/1989	<u>5,077,190</u>	12/31/1991	Security interest from Ilford AG to Union Bank of Switzerland recorded 1/21/98.
Ilford AG	PROCESS FOR THE SPECTRAL SENSITIZATION OF PHOTOGRAPHIC SILVER HALIDE EMULSIONS AND PRODUCTS THEREOF	07/607,560	10/31/1990	<u>5,141,845</u>	08/25/1992	Security interest from Ilford AG to Union Bank of Switzerland recorded 1/21/98.
Ilford AG	METHOD AND APPARATUS FOR CURTAIN COATING A MOVING SUPPORT	08/534,842	09/27/1995	<u>5,624,715</u>	04/29/1997	Security interest from Ilford AG to Union Bank of Switzerland recorded 1/21/98.
Kodak Polychrome Graphics LLC	NOVEL DIHYDRAZIDES	08/761,437	12/06/1996	<u>5,686,222</u>	11/11/1997	Security Interest between Ilford AG and Union Bank of Switzerland



Assignee Name as listed on the U.S. Patent Office Web Site	Title	Application No.	Application Date	Patent Number	Issue Date	Assignment Info.
						recorded 1/21/98.
Ilford A.G.	INK COMPOSTION S CONTAINING AZO DYES FOR INK JET PRINTING	08/684,388	07/19/1996	<u>5,721,344</u>	02/24/1998	Security agreement between Ilford Imaging Switzerland GmbH and Union Bank of Switzerland recorded 4/11/01.
Ilford Imaging Switzerland GmbH	DYES FOR INK JET PRINTING	08/718,360	12/16/1996	<u>5,824,785</u>	10/20/1998	Security Agreement between Ilford Imaging Switzerland GmbH and Union Bank of Switzerland recorded 4/11/01.
Ilford Imaging Switzerland GmbH	INK COMPOSTION S CONTAINING AZO DYES FOR INK JET PRINTING	08/928,030	09/11/1997	<u>5,844,100</u>	12/01/1998	Security agreement between Ilford Imaging Switzerland GmbH and Union Bank of Switzerland recorded 4/11/01.
Ilford Imaging Switzerland GmbH	RECORDING SHEETS FOR INK JET PRINTING	08/904,241	07/31/1997	<u>5,916,673</u>	06/29/1999	Security Agreement between Ilford Imaging Switzerland GmbH and Union Bank of Switzerland recorded 4/11/01.

Assignee Name as listed on the U.S. Patent Office Web Site	Title	Application No.	Application Date	Patent Number	Issue Date	Assignment Info.
Ilford Imaging Switzerland GmbH	BISAZO DYES AND THEIR PREPARATION AND USE	09/165,041	10/01/1998	<u>5,969,115</u>	10/19/1999	Security agreement between Ilford Imaging Switzerland GmbH and Union Bank of Switzerland recorded 4/11/01.
Ilford Imaging Switzerland GmbH	DYES FOR INK JET PRINTING	09/017,588	02/03/1998	<u>5,989,326</u>	11/23/1999	Security agreement between Ilford Imaging Switzerland GmbH and Union Bank of Switzerland recorded 4/11/01.
Ilford Imaging Switzerland GmbH	AZO DYES AND THEIR PREPARATION AND USE	09/195,818	11/19/1998	<u>6,068,687</u>	05/30/2000	Security agreement between Ilford Imaging Switzerland GmbH and Union Bank of Switzerland recorded 4/11/01.
Ilford Imaging Switzerland GmbH	RECORDING SHEETS FOR INK JET PRINTING	09/069,924	04/30/1998	<u>6,156,412</u>	12/05/2000	Security agreement between Ilford Imaging Switzerland GmbH and Union Bank of Switzerland recorded 4/11/01.
Ilford Imaging Switzerland GmbH	METALLIZED BISAZO DYES,	09/376,828	08/18/1999	<u>6,302,949</u>	10/16/2001	Security agreement

Assignee Name as listed on the U.S. Patent Office Web Site	Title	Application No.	Application Date	Patent Number	Issue Date	Assignment Info.
	THEIR PREPARATIO N AND USE					between Ilford Imaging Switzerland GmbH and Union Bank of Switzerland recorded 4/11/01.
Ilford Imaging Switzerland GmbH	MONOZAO DYES AND THEIR PREPARATIO N AND USE	09/510,647	02/23/2000	<u>6,320,031</u>	11/20/2001	Security agreement between Ilford Imaging Switzerland GmbH and Union Bank of Switzerland recorded 4/11/01.
Ilford Imaging Switzerland GmbH	RECORDING SHEETS FOR INK JET PRINTING	09/360,886	07/23/1999	<u>6,420,016</u>	07/16/2002	Security agreement between Ilford Imaging Switzerland GmbH and Union Bank of Switzerland recorded 4/11/01.
Ilford Imaging UK Limited	PIGMENT INK JET INKS	09/526,941	03/16/2000	6,558,460	05/06/2003	Security interest between Ilford Limited to Union Bank of Switzerland recorded 4/11/01.
Ilford Imaging UK Limited	INK JET PRINTING METHOD	09/631,412	08/03/2000	<u>6,811,253</u>	11/02/2004	Security agreement between Ilford Imaging Switzerland GmbH and

Assignee Name as listed on the U.S. Patent Office Web Site	Title	Application No.	Application Date	Patent Number	Issue Date	Assignment Info.
						Union Bank of Switzerland recorded 4/11/01.

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RECORDED: 07/12/2005

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