

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EASTMAN KODAK COMPANY	12/17/2018
RECEIVING PARTY DATA	
Name:	MICRALYNE INC.
Street Address:	1911-94 STREET
City:	EDMONTON
State/Country:	CANADA
Postal Code:	T6N 1E6
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8861067
Patent Number:	8848278
CORRESPONDENCE DATA	
Fax Number:	(780)433-5719
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	780-448-0606
Email:	tony@lambertlaw.ca
Correspondent Name:	ANTHONY R. LAMBERT
Address Line 1:	#200, 10328 - 81 AVENUE
Address Line 4:	EDMONTON, CANADA T6E 1X2
ATTORNEY DOCKET NUMBER:	242-1
NAME OF SUBMITTER:	ANTHONY R. LAMBERT
SIGNATURE:	/tonylambert#32813/
DATE SIGNED:	05/14/2019
Total Attachments: 15	
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PATENT SALE AGREEMENT

This Patent Sale Agreement (“Agreement”) is made as of December 31, 2018 (the “Effective Date”) by and between Eastman Kodak Company, a New Jersey company with a place of business at 334 State Street, Rochester, N.Y. 14560 (“Kodak”), and Micralyne Inc. having its principal office at 1911 – 94 Street, Edmonton, AB T6N 1E6 (“Purchaser”) and together with Kodak, each a “Party” and, together the “Parties”.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. **Definitions.** In addition to the other terms defined in this Agreement, the following definitions are used in this Agreement:

a. **“Acquirer”** of a Person means any other Person who (a) obtains Control of such Person immediately following the consummation of any transaction or series of related transactions that result in a Change of Control of such other Person, or (b) obtains ownership or beneficial ownership of a division, subdivision, product or service line, business or assets of a Person, which in each case are not a Person. For the avoidance of doubt, Acquirer includes all Affiliates of Acquirer (other than Kodak, its Affiliates, or any Spin-Out of Kodak).

b. **“Acquired Entity”** has the meaning given that term in Section 8(j)(iii).

c. **“Affiliate”** means, with respect to any Person, (a) any other Person who, as of the Effective Date or subsequent thereto, Controls, is Controlled by, or is under common Control with such Person, but any such other Person shall be deemed to be an Affiliate only as long as such Control exists.

d. **“Assumed Liabilities”** has the meaning given that term in Section 3(b).

e. **“Bank Liens”** means those Encumbrances on the Patents under its credit facilities that Kodak may discharge immediately prior to, or upon, the Effective Date.

f. **“Change of Control”** of a Party means a change in the Control of such Party.

g. **“Combined Kodak Product”** means any past, present or future combination or use of a Kodak Product and/or a Kodak Service in any combination (a) with one or more Kodak Product(s) and/or Kodak Service(s) and/or (b) with one or more Product(s) of a Person that is not

Kodak or a Kodak Affiliate.

h. **“Control”** means, with respect to a Person, (a) direct or indirect ownership of more than fifty percent (50%) of the voting power, equity capital or other equity securities of such Person; or (b) the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, where applicable law does not permit the maximum percentage of the voting power, equity capital or other equity securities of such Person by foreign entities to be more than 50% ownership of the same. “Controlled by” and “Controlling” shall have correlative meanings.

i. **“Encumbrances”** means any lien (statutory, contractual or otherwise), pledge, mortgage, deed of trust, waiver, security interest, hypothecation, claim, charge, release, license, covenant not to assert, immunity or other interest, right, restriction or limitation.

j. **“Patents”** means those patents set forth in Exhibit A of this Agreement and any reissues or reexaminations of those patents.

k. **“Patent Assignments”** has the meaning given that term in Section 3(d)(i).

l. **“Patent Documentation”** means the following to the extent in existence and in Kodak’s possession (a) original letters patent for the Patents, (b) originals or copies of all assignment agreements for the Patents, and (c) patent prosecution files for each of the Patents.

m. **“Permitted Encumbrances”** means any and all Encumbrances, rights or obligations of any Person with respect to the Patents, existing as of the Effective Date, whether such rights are contractual or as a matter of applicable law, including licenses, covenants not to assert, immunities and similar rights with respect to or under the Patents granted by Kodak prior to the Effective Date.

n. **“Person”** means an individual, a partnership, a corporation, an association, a limited or an unlimited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization or other legal entity or government entity.

o. **“Product”** means any product, product line, device, service, system, component, hardware, software (including, without limitation, open source software), program, instructions, or other offering.

p. **“Payment”** means Fifty Thousand United States Dollars (U.S. \$50,000.00).

q. **“Kodak Products”** means any past, present, or future Product that is designed, branded, made, used, sold, offered for sale, leased, purchased, licensed, imported, exported,

supplied, distributed or otherwise provided by or for Kodak or its Affiliates, including any portions or combinations thereof, alone or as a part of a Combined Kodak Product, as well as any methods or processes employed in connection with any of the foregoing. "Kodak Products" include any duplicates made by Kodak, its Affiliates, or any Third-Party of Kodak Products that are software.

r. "Kodak Services" means any type of service of, offered for sale by, sold by, or provided by or to (directly or indirectly), Kodak or its Affiliates, including any portions thereof.

s. "Spin-Out" means a divestiture by Kodak or an Affiliate of Kodak of (a) Control of an Affiliate or (b) of a business, division, product or service line; provided that a sale, assignment or other divestiture of patents or patent applications (alone or in combination solely with other intellectual property or agreements with respect to such intellectual property) shall not be considered to be a Spin-Out.

2. **Interpretation.** The words "herein," "hereof," and "hereunder" and words of similar import refer to this Agreement as a whole and not any particular provision of this Agreement. Wherever the word "include," "includes," or "including" is used in this Agreement, it will be deemed to be followed by the words "without limitation." References to (a) "Section" are to the respective Sections of this Agreement, and references to "Exhibit" are to the respective Exhibits annexed hereto, (b) a "Party" means a party to this Agreement and such Party's successors and permitted assigns, and references to "third-party" mean a Person that is not a party to this Agreement, (c) "law" refers to and includes all applicable laws, ordinances, rules, regulations, codes, orders, injunctions, judgments or decrees or judicial or administrative doctrines promulgated or issued by a governmental entity, and (d) \$ or "dollars" refer to United States dollars. Terms defined in the singular have a comparable meaning when used in the plural and vice versa. English shall be the official language of the Agreement and only version used in any proceeding or litigation.

3. **Assignment of Patents.**

a. Assignment of Patents. Subject to the Permitted Encumbrances (none of which are assigned to Purchaser) and the terms and conditions of this Agreement, on the Effective Date and provided Kodak has received the Payment, Kodak hereby assigns, sells, transfers and

conveys to Purchaser, and Purchaser hereby purchases and accepts from Kodak, all of Kodak's right, title and interest in and to the Patents.

b. Assumption of Obligations and Liabilities. Purchaser hereby assumes and will discharge or perform when due, on or after the Effective Date: (a) all prosecution matters with respect to the Patents; (b) all liabilities and obligations with respect to all maintenance fees and prosecution costs arising or accruing after the Effective Date with the U.S. Patent and Trademark Office and any foreign patent offices associated with the ownership or exploitation of the Patents; (c) all liabilities and obligations arising under or relating to Purchaser's or its Affiliates' or successors' ownership, enforcement or exploitation of the Patents ((a)-(c) collectively, the "Assumed Liabilities").

c. Excluded Assets and Rights.

i. Notwithstanding anything contained in Section 3(a) or 3(b) to the contrary, the following rights and assets of Kodak are excluded and not transferred to Purchaser: (1) any intellectual property other than the Patents, (2) any license agreement or other contract or any past or future royalty under such license agreement or other contract, even if related to the Patents, or (3) any of the licenses back to Kodak set forth in Section 7.

ii. Except as expressly provided herein, nothing in this Agreement shall be construed as (1) an agreement by Kodak to bring or prosecute actions or suits against third parties for infringement, (2) an obligation by Kodak to furnish any manufacturing or technical information or assistance or to provide any documents with respect to any Patents to Purchaser, (3) an obligation by Kodak to file any patent application, or to secure any patent or patent rights, or to maintain any patent in force, or to provide copies of patent applications, or to disclose any inventions described or claimed in such patent applications, (4) conferring any right to use, in advertising, publicity or otherwise, any name, trade name, trademark, or any contraction, abbreviation or simulation thereof; or (5) an obligation by Kodak to make any determination as to the applicability of any Patent to any product.

d. Transfer Documentation.

i. Kodak will deliver, or cause to be delivered, to Purchaser (1) within five (5) days of the Effective Date duly executed general assignments with respect to the Patents for Purchaser, and (2) within thirty (30) days after the Effective Date, jurisdiction-specific assignments, suitable for recordation in the relevant jurisdiction, of the Patents (1) and (2)

collectively, the "Patent Assignments").

ii. Within forty-five (45) days after the Effective Date, Kodak shall: (1) deliver to Purchaser or its counsel or agents at locations to be designated by Purchaser, copies (which may be electronic) of the Patent Documentation and (2) instruct all of Kodak's outside counsel (A) that the ownership of the Patents has been assigned to Purchaser as of the Effective Date, and (B) to release to Purchaser or its counsel or agents at locations to be designated by Purchaser, copies (which may be electronic copies) of the Patent Documentation existing as of the Effective Date and in such counsel's possession that is related to the Patents.

e. Bank Liens. Promptly after Effective Date, Kodak will file confirmation of the release of Bank Liens with the United States Patent and Trademark Office.

f. Maintenance Information. Kodak shall provide to Purchaser within thirty (30) days after the Effective Date a list of the dates on which any maintenance fees, annuities and the like currently are due and which may become due in connection with the Patents during the three (3) month period following the Effective Date.

g. Subsequent Transfers by Purchaser. Purchaser will impose upon any subsequent transferee or assignee of any of the Patents an obligation to take such transfer or assignment subject to this Agreement, including Section 7, and pursuant to the Permitted Encumbrances.

4. Payments.

a. On or before the Effective Date, Purchaser will pay Kodak the Payment by way of credit on its account to be offset in 2018 against the Micralyne Inc. invoice for 2018 year-end deliveries to Kodak. To the extent that the credit does not amount to the Payment, Purchaser agrees to pay the difference to Kodak by wire transfer of immediately available funds to the below address prior to December 28, 2018. The Payment shall be non-refundable.

Bank:	Bank of America
Account Name	Eastman Kodak Company
Account No	1233952890
City, State:	New York, NY
ABA Routing No.:	121000358
Description-Reference:	Micralyne and Kodak Agreement

5. Taxes.

a. Purchaser will bear, pay and be solely liable for all federal, state, local, or foreign

excise, sales, use, value added, transfer, stamp, withholding, documentary, filing, recordation and other similar taxes or governmental fees (including fees to record any assignments to the Patents in any jurisdictions) that may be imposed or assessed as a result of the assignment of the Patents (including, for the avoidance of doubt, such taxes and governmental fees imposed or assessed on the transfer of the documentation for the Patents, and excluding any and all taxes, customs and duties which may be levied, assessed or imposed in connection with the license grant to Kodak under this Agreement, which shall be payable as provided thereunder and further excluding any taxes imposed on Kodak's income), together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties ("Transfer Tax" and "Transfer Taxes"). If Kodak requests that Purchaser shall pay Transfer Taxes to Kodak, within thirty (30) days before a due date for the Transfer Taxes, Kodak shall provide Purchaser with a written notice from Kodak that such Transfer Taxes are due and payable and the due date. Except in the case of Transfer Taxes required to be collected, remitted or paid by Kodak or any Affiliate, representative or agent thereof (which shall be paid by Purchaser to Kodak at least three (3) business days prior to their due date, provided that Purchaser has received a written notice from Kodak that such Transfer Taxes are due and payable and the due date therefore, and shall be remitted by Kodak to the appropriate taxing authorities), Purchaser will timely remit to the appropriate taxing authorities all Transfer Taxes as required by Law to the extent imposed on the payment of the Purchase Price to Kodak, and will provide Kodak with written evidence that such payment was made. Kodak and Purchaser will cooperate fully with each other and take all commercially reasonable steps to legitimately obtain a reduction or elimination of, or credit for, any Transfer Taxes arising from the Payment, including with respect to delivery location.

b. Each payment made by Purchaser to Kodak under this Agreement shall be made without withholding or deduction for any Taxes, unless such withholding or deduction is required by Law. Amounts so withheld or deducted shall be treated for all purposes of this Agreement as having been paid to Kodak, except in the case of amounts withheld for Transfer Taxes. Notwithstanding the preceding sentence, if any amount is required to be withheld or deducted by Law, the amount payable or deposited by Purchaser shall be increased as necessary so that, net of such withholding or deduction, Purchaser receives the amount it would have received had no such withholding or deduction been made. Kodak and Purchaser will cooperate fully with each other and take all commercially reasonable steps to legitimately obtain a reduction or elimination of, or

credit for, any Transfer Taxes arising from the Payment, including with respect to delivery location and to (i) file certificates and other documentation with Taxing authorities, and (ii) provide all information, witnesses, materials, documents and pertinent records requested by the other to enable it to prepare a Tax return or comply with, or contest or litigate an audit of such Tax return or any proposed adjustments thereto.

6. Representations and Warranties.

a. Each Party represents and warrants to the other Party as of the Effective Date that:

(i) it is a corporation or limited liability company duly organized, validly existing and in good standing under the laws of the state or other jurisdiction of its organization, and has full corporate power and authority to enter into this Agreement (including with respect to Section 6 only, authority with respect to its releases) and to perform its obligations hereunder, without the need for any consent or approval not yet granted or obtained; and (ii) this Agreement has been duly executed and delivered by it and is a binding obligation of it, enforceable in accordance with its terms, subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors' rights generally, and to general equitable principles.

b. Kodak represents and warrants that Kodak has ownership rights, title and interest to the Patents as of the Effective Date.

c. Kodak owns the Patents free from Encumbrances except (1) the Permitted Encumbrances and (2) Bank Liens.

d. There is no investment banker, broker, finder or other intermediary who has been retained by or is authorized to act on behalf of Kodak or any Affiliate of Kodak who might be entitled to any fee or commission in connection with the Payment.

e. Except as otherwise provided in this Section 6, the Patents are sold "AS IS" and subject to all Permitted Encumbrances and neither Kodak nor Purchaser makes any other express or implied representation or warranty to the other. Kodak makes no representations in this Agreement with respect to the patents that may be acquired by Purchaser pursuant to Section 4h. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THIS SECTION 6, THE PATENTS ARE ASSIGNED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND,

AND EACH PARTY HEREBY EXPRESSLY DISCLAIMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL CONDITIONS OR WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF OR RELATED TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY, OR ENFORCEABILITY.

7. Grant of License Back to Kodak.

a. License Grant. Purchaser, on behalf of itself and its Affiliates, hereby unconditionally and irrevocably grants to Kodak, a non-transferable (except as provided in Section 8(j)), nonexclusive, non-sublicensable (except as provided for in Sections 7(b) or 8(j) below), worldwide, and fully paid-up, royalty-free license under the Patents to (i) make, have made, use, import, sell, offer for sale or otherwise exploit, provide, distribute or dispose of (in each case, directly or indirectly) Kodak Products and Combined Kodak Products, (ii) to provide, use, offer to sell, or sell (in each case directly or indirectly) Kodak Services and (iii) to practice and have practiced any method in connection with the licensed granted in Section 7(a)(i) and (a)(ii). Purchaser hereby agrees for the purposes of the first sale, patent exhaustion, or like doctrines in connection with the foregoing license and the sublicenses granted in Section 7(b), that any authorized first sale, sold with or without charge, and/or software license, licensed with or without charge, in each case, sold by or granted by Kodak, a Kodak Affiliate, or a Spin-Out with respect to Kodak Products, Combined Kodak Products, or Kodak Services, whether in or outside a country in which a patent that is a Patent has issued, will be deemed a first authorized sale both in the United States and inside such country. Purchaser, on behalf of it and its Affiliates, hereby agrees not to assert any of the Patents against Kodak, a Kodak Affiliate, it or their customers, or a Spin-Out or a Spin-Out's customers.

b. Sublicense. Kodak may, without prior approval of Purchaser, provide sublicenses of the rights set forth in Section 7(a) above to all of its Affiliates; provided, however, Kodak shall remain liable for its Affiliates' compliance with the terms and conditions of this Agreement. Any sublicense granted hereunder shall be deemed effective as of the Effective Date (regardless of when such sublicense was granted). Kodak and its Affiliates may grant sublicenses of the Patents to their respective customers in connection with the manufacture, sale, servicing (including

support, maintenance and installation), licensing, use or provision of any Kodak Product, Kodak Service or Combined Kodak Product.

c. Release.

i. Effective as of the Effective Date, Purchaser, on behalf of itself and its Affiliates, hereby unconditionally and irrevocably releases, acquits and forever discharges (a) Kodak and its Affiliates from any and all claims, counterclaims, demands, liabilities, suits, debts, and causes of action, whether known or unknown, in each case, for alleged direct or indirect infringement of any of the Patents with respect to any Kodak Products, Kodak Services and Combined Kodak Products, that have been made, or were made, used, imported, leased, offered for sale, sold, licensed or otherwise exploited, distributed, or disposed of (in each case, directly or indirectly) prior to the Effective Date by Kodak or Affiliates of Kodak, and (b) each director indirect authorized reseller, distributor, end user or customer of Kodak or a Kodak Affiliate from any and all claims, counterclaims, demands, liabilities, suits, debts, and causes of action, whether known or unknown, in each case, for alleged direct or indirect infringement of any of the Patents solely with respect to any Kodak Products, Kodak Services and Combined Kodak Products that have been made, or were made, used, imported, leased, offered for sale, sold, licensed or otherwise exploited, distributed, or disposed of (in each case, directly or indirectly) prior to the Effective Date by Kodak or Kodak's Affiliates.

ii. Effective as of the Effective Date, each Party and their Affiliate hereby unconditionally and irrevocably releases, acquits and forever discharges the other Party and their Affiliate from any and all claims, counterclaims, demands, liabilities, suits, debts, and causes of action, whether known or unknown related to the Micro-Machined Light Valve Development Agreement dated January 1, 2001 and the IP Amendment to the Micro-Machined Light Valve Development Agreement dated October 17, 2003 between Creo and Micalyne.

8. **Miscellaneous.**

a. Notices. All notices, requests, demands, directions and other communications required or permitted under the provisions of this Agreement, or otherwise with respect hereto, shall be in writing and shall be: (i) sent by email; or (ii) mailed by first class registered or certified mail, return receipt requested, postage prepaid; or (iii) sent by next day business courier (such as Federal Express or the like); or (iv) personally delivered; or (v) transmitted by fax, telegram or

telex, as follows:

if to Purchaser, to:

Micalyne Inc.
1911 - 94 Street
Edmonton, Alberta, Canada T6N 1E6
Attention: Chief Financial Officer

if to Kodak, to:

Eastman Kodak Company
343 State Street
Rochester, New York 14650
Telephone: 585-724-4000
Facsimile: 585-724-6611
Attention: Chief IP Officer

or to such other address(es) or to the attention of such other person(s) and officer(s) as the addressee of any such notice shall have previously furnished to the sender in writing. Each notice or communication which shall be transmitted in the manner described above, or which shall be delivered to a telegraph company, shall be deemed sufficiently given, served, sent, or received for all purposes at such time as it is sent to the addressee (with return receipt, delivery receipt or activity report being deemed conclusive evidence of such mailing, transmission or delivery), or at such time as delivery is refused by the addressee on presentation.

b. Headings. The headings and sub-headings used in this Agreement are for the convenience of reference only, and shall not control or affect the meaning or construction, or limit the scope or intent, of any provisions of this Agreement.

c. Opportunity for Review. The Parties acknowledge that they have had the opportunity to review this Agreement, to have this Agreement reviewed by an attorney their own choosing, to discuss the terms, conditions and restrictions of this Agreement with such attorney, and to request revisions to this Agreement prior to its execution.

d. Purchaser Experience and Diligence. Purchaser is experienced and sophisticated with respect to transactions of the type contemplated by this Agreement. Purchaser has had full opportunity to conduct the level of due diligence that it deems necessary in order to make an

informed decision as to whether and how much to bid for the Patents, and as to the propriety of purchasing the same and entering into this Agreement. Purchaser further acknowledges and agrees that any written or oral descriptions of the Patents previously provided by Kodak shall be considered statements of opinion, have not been relied upon by the Purchaser and shall not be deemed to create any type of representation or warranty with respect to the Patents.

e. Third Party Beneficiaries. Except as expressly set forth in this Agreement, or otherwise agreed in writing, there are no third-party beneficiaries of this Agreement.

f. Binding Effect. This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and their respective heirs, personal representatives, successors, and permitted assigns as the case may be.

g. Product of Negotiation. This Agreement is the product of negotiation between the Parties, and neither Party shall be deemed to be the drafter or author of this Agreement for the purposes of strictly interpreting any provisions of this Agreement against the drafter or author hereof in accordance with any applicable rules of construction or interpretation.

h. No Consequential or Indirect Damages. In no event shall either Party or any of its representatives be liable under this Agreement to the other Party for any consequential, incidental, indirect, exemplary, special or punitive damages, including any damages for business interruption, loss of use, data, revenue or profit, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not the breaching Party was advised of the possibility of such damages.

i. Maximum Liability. Except for the Purchaser's payment obligations hereunder, in no event shall either Party's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total amount paid to Kodak pursuant to this Agreement. The foregoing limitations shall apply even if the non-breaching Party's remedies under this Agreement fail of their essential purpose.

j. Assignment.

i. General. The Patents may be freely sold, transferred, conveyed or assigned by Purchaser, subject to all of the Purchaser's obligations and restrictions set forth in this Agreement. Subject to the foregoing, neither Party may assign or transfer any of its rights or delegate its obligations under this Agreement, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other Party, and any attempt to assign

this Agreement without such consent will be void and of no force or effect; provided, however, notwithstanding the foregoing, either Party may without the other Party's consent, assign this Agreement (in whole or in part), in connection with a merger, corporate reorganization, or Change of Control, except that Purchaser may not assign the agreement to any operating company, or an entity which Controls an operating company, without Kodak's prior written consent, and further provided that in each case of a permitted assignment the assignee has assumed in writing all of the assignor Party's rights and obligations under this Agreement. In connection with any such assignment, and notwithstanding any other provision herein but subject to Section 8(j)(ii), the rights (but not obligations) of the assignor Party and its Affiliates hereunder shall be immediately terminated as of the effective date of such assignment. Any purported assignment not in compliance with the foregoing shall be null and void ab initio.

ii. Divestments. From time to time after the Effective Date, if Kodak engages in any Spin-Out, Kodak may grant a sublicense under the rights of Kodak under this Agreement to such Spin-Out effective as of the date of sale or divestiture of such Spin-Out. The sublicense granted to a Spin-Out or Acquirer thereof may be assigned or transferred by such Spin-Out or Acquirer thereof to subsequent Acquirers or Spin-Outs of such Spin-Out, as applicable, or further sublicensed to an Acquirer of a bona fide business, division, product line or service line of such Spin-Out.

iii. Acquisitions. For the avoidance of doubt, should Kodak acquire any Person (each, an "Acquired Entity"), including, but not limited to, through an asset transfer, acquisition of shares or otherwise, whereby such Acquired Entity becomes an Affiliate, Kodak shall be entitled, in its sole discretion, to sublicense such Acquired Entity all of its rights hereunder in accordance with Section 7 above, and, effective as of the Effective Date, Purchaser hereby grants such Acquired Entity a release, acquittal and discharge of all claims for past infringement of the Patents but provided that such release, acquittal and discharge shall not include or extend to any litigation or action pending between Purchaser and its Affiliates and such Acquired Entity as of the date of the announcement of such acquisition.

k. Confidentiality of Terms. Each Party shall hold in confidence and shall not disclose to any third party (other than their directors, officers, employees, legal counsel, banks and accountants who, except in the case of legal counsel, are bound in writing by confidentiality obligations no less restrictive than those set forth herein) the terms and conditions of this

Agreement, except: (i) in order to comply with applicable law (including any securities law or regulation or the rules of a securities exchange) and with judicial process if, in the reasonable opinion of such Party's counsel, such disclosure is necessary for such compliance, provided that such Party shall, if legally permissible, notify the other Party of such Party's intent to make any such disclosure sufficiently prior to making such disclosure so as to allow such other Party adequate time to review and comment on such disclosure; or (ii) to any potential or actual bona fide purchaser of any Patent, provided such bona fide potential or actual purchaser must be bound prior to disclosure by confidentiality and non-disclosure restrictions at least as restrictive as those set forth herein. The foregoing shall not, however, prohibit Purchaser from recording the Patent assignments in any governmental office or Kodak from effectuating the release or removal of any recorded lien or Kodak from disclosing the general nature and scope of Kodak's rights pursuant to Section 7 of this Agreement. This provision shall not prohibit either Party from disclosing the Agreement as necessary in order to enforce its terms and conditions, nor shall a Party be prohibited from making a disclosure of information that is or otherwise becomes a matter of public knowledge through no fault of the other Party.

l. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, including its statutes of limitations, but without regard to its rules governing conflict of laws. All claims, disputes, and other matters between the Parties shall be brought in the state or federal courts sitting in and for the State of New York, which courts shall have exclusive jurisdiction, and shall be the exclusive venue, for any and all such claims, disputes, and other matters between the Parties.

m. Severability. If any provision of this Agreement shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall, to the extent practicable, remain in full force and effect.

n. Entire Agreement. This Agreement constitutes the entire agreement of the Parties, and supersedes any and all prior written or oral understandings or agreements and any and all contemporaneous oral understandings or agreements with respect to the subject matter of this Agreement.

o. Amendment and Waiver. This Agreement may only be modified or amended by a writing signed by both Parties. The waiver by either Party of any breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach

hereunder. No waiver shall be valid unless in writing and signed by the Party granting such waiver.

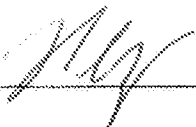
p. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. Signatures delivered by email in .pdf or similar format will be deemed original signatures for the purposes of this Agreement.

q. Further Assurances. At the reasonable request of Purchaser and without demanding further consideration from Purchaser, Kodak will take commercially reasonable steps to execute and deliver such other instruments, and do and perform such other acts and things as may be reasonably necessary for effecting completely the transfer of ownership in and to the Patents as contemplated hereby.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

EASTMAN KODAK COMPANY

MICRALYNE INC.

DK By:  _____

By:  _____

Name: Peter Cody

Name: Ian Roane

Title: Chief IP Officer

Title: President and CEO

Date: Dec 17 2018

Date: November 21, 2018

EXHIBIT A

US Patent 6856448

US Patent 6836352

DE 10213579 (German Patent)

US Patent 8861067

US Patent 8848278