

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eastman Kodak Company		11/07/2011	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Image Sensor Technologies Acquisition Corporation		
Street Address:	1964 Lake Avenue		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14615		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3187862	PIXELUX	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
Phone:	617-951-8000		
Email:	eileen.sullivan@bingham.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Eileen Sullivan		
Address Line 1:	Bingham McCutchen LLP		
Address Line 2:	One Federal Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	3187862		
NAME OF SUBMITTER:	Rachelle A. Dubow		
Signature:	/rachelle dubow/		

OP \$40.00 3187862

Date:

12/07/2011

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") effective as of November 07, 2011 (the "Effective Date") is made by and between Eastman Kodak Company, a New Jersey corporation with an office at 343 State Street, Rochester, New York 14650 ("Assignor") and Image Sensor Technologies Acquisition Corporation, a Delaware corporation having an office at 1964 Lake Avenue, Rochester, New York 14615 ("Assignee").

WHEREAS, Assignor owns certain registrations and applications for registration to the trademarks identified on Schedule "A" and common law rights and goodwill associated therewith and symbolized thereby (referred to collectively in this Assignment as the "Trademarks");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated November 07, 2011 ("Purchase Agreement"); and

WHEREAS, Assignor desires to sell, assign and transfer, and Assignee desires to receive, the Trademarks.

NOW, THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Subject to the Purchase Agreement, and as specifically set forth in this Assignment, Assignor hereby sells, assigns and transfers to Assignee and Assignee hereby accepts the sale, assignment and transfer from Assignor of all Assignor's right, title and interest in and to the Trademarks. The rights to the Trademarks transferred to Assignee pursuant to this Assignment include (a) all rights of priority derived from said Trademarks; (b) all goodwill of the Business connected with and symbolized by the Trademarks (c) any renewals thereof; (d) all income, royalties or payments due or payable as of the Effective Date or thereafter; (e) all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringement or other violation of said Trademarks; and (f) the sole right to enforce said Trademarks and to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs, including those from acts which may have occurred prior to the Effective Date.

All representations and warranties concerning the Trademarks transferred to Assignee pursuant to this Assignment are exclusively set forth in the Purchase Agreement.

All Trademarks transferred to Assignee pursuant to this Assignment and which are also purported to be transferred under a General Conveyance Assignment or such other conveyance instrument for a particular country or region outside of the United States entered into by Assignor or an affiliate of Assignor and Assignee or an affiliate of Assignee shall be deemed transferred pursuant to this Assignment and not pursuant to the General Conveyance Assignment or such other conveyance instrument.

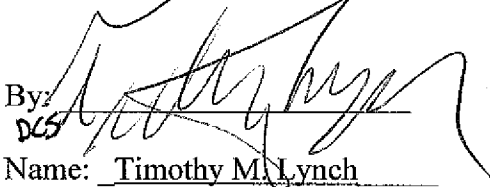
The parties hereto agree to take whatever steps may be necessary to effectuate the transfer and assignment of the Trademarks contemplated hereunder. Assignor agrees that it will render to Assignee, at Assignee's request and expense, such lawful cooperation and assistance as may be reasonably necessary to effect the transfer and assignment of the Trademarks and for the proper maintenance and enforcement of the Trademarks. Notwithstanding the foregoing, Assignee agrees that it is Assignee's responsibility at its expense to prepare and file such further assignment documents as may be required, if any, to permit Assignee to obtain recordal of the assignment to Assignee of the Trademarks.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and wholly performed therein.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

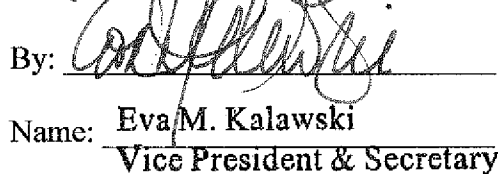
IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

EASTMAN KODAK COMPANY

By: 
DCS
Name: Timothy M. Lynch

Title: Vice President

IMAGE SENSOR TECHNOLOGIES
ACQUISITION CORPORATION

By: 
Name: Eva M. Kalawski
Vice President & Secretary

Title: _____

SCHEDULE "A"

PIXELUX

European Union	Reg. No. 896817
Hong Kong	Reg. No. 300131228
Malaysia	Pending Appl. No. 2003/17485
Taiwan	Reg. No. 1125212
Thailand	Reg. No. Kor202687
United States	Reg. No. 3187862
WIPO	Reg. No. 819500

TRUESENSE

Argentina	Reg. No. 2278124
Brazil	Pending Appl. No. 829653570
Canada	Reg. No. TMA794339
Chile	Reg. No. 835410
China	Reg. No. 6608761
France	Reg. No. 083566094
Hong Kong	Reg. No. 301076599
India	Pending Appl. No. 1668131
Indonesia	Reg. No. IDM000231978
Israel	Reg. No. 209823
Mexico	Reg. No. 1038818
Taiwan	Reg. No. 1330574
Venezuela	Pending Appl. No. 5563-08
WIPO	Reg. No. 983431

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK

SS.:

COUNTY OF MONROE

On this 10th day of November 2011, before me personally came Timothy M. Lynch, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Deputy General Counsel and Vice-President of Eastman Kodak Company, a New Jersey corporation, and that he executed the foregoing instrument in the firm name of Eastman Kodak Company, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

June P. Carfagna
Notary Public - State of New York
Printed Name June P. Carfagna

My Commission Expires:

12/15/2014

JUNE P. CARFAGNA
Notary Public of the State of New York
MONROE COUNTY
My Commission Expires 12-15-2014

State of California)
County of Los Angeles)

On December 1, 2011, before me, Dorie L. Kelly, personally appeared EVA M. KALAWSKI, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Dorie Kelly*
Dorie L. Kelly, Notary Public

[Seal]

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK

ss.:

COUNTY OF MONROE

On this ____ day of November 2011, before me personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the _____ of Image Sensor Technologies Acquisition Corporation, a corporation organized under the laws of Delaware, and that he executed the foregoing instrument in the firm name of Image Sensor Technologies Acquisition Corporation, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Notary Public - State of _____

Printed Name _____

My Commission Expires:
