

Andrew G. Dietderich  
Michael H. Torkin  
Alexa J. Kranzley  
SULLIVAN & CROMWELL LLP  
125 Broad Street  
New York, New York 10004  
Telephone: (212) 558-4000  
Facsimile: (212) 558-3588

Counsel to the Debtors and  
Debtors in Possession

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

|   |   |                         |
|---|---|-------------------------|
| In re:  | } | Chapter 11              |
| EASTMAN KODAK COMPANY, <i>et al.</i> , <sup>1</sup> | } | Case No. 12-10202 (ALG) |
| Debtors.  | } | (Jointly Administered)  |

**DEBTORS' MOTION FOR ORDERS (I) (A) APPROVING BIDDING PROCEDURES FOR THE SALE OF THE DOCUMENT IMAGING BUSINESS, (B) AUTHORIZING THE STALKING HORSE BID PROTECTIONS, (C) APPROVING PROCEDURES FOR THE ASSUMPTION AND/OR ASSIGNMENT OF CERTAIN CONTRACTS, (D) APPROVING NOTICE PROCEDURES AND (E) SETTING A DATE FOR THE SALE HEARING; AND (II) AUTHORIZING THE (A) DEBTORS' ENTRY INTO AN ASSET PURCHASE AGREEMENT WITH RESPECT TO THE SALE OF THE DOCUMENT IMAGING BUSINESS, (B) USE, LICENSE AND LEASE OF PROPERTY OF THE ESTATE IN CONNECTION THEREWITH, (C) ASSUMPTION AND/OR ASSIGNMENT OF CERTAIN CONTRACTS, (D) DEBTORS' EXERCISE OF CORPORATE GOVERNANCE RIGHTS AND (E) ENTRY INTO CERTAIN ANCILLARY AGREEMENTS**

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Eastman Kodak Company (7150); Creo Manufacturing America LLC (4412); Eastman Kodak International Capital Company, Inc. (2341); Far East Development Ltd. (2300); FPC Inc. (9183); Kodak (Near East), Inc. (7936); Kodak Americas, Ltd. (6256); Kodak Aviation Leasing LLC (5224); Kodak Imaging Network, Inc. (4107); Kodak Philippines, Ltd. (7862); Kodak Portuguesa Limited (9171); Kodak Realty, Inc. (2045); Laser-Pacific Media Corporation (4617); NPEC Inc. (5677); Pakon, Inc. (3462); and Qualex Inc. (6019). The location of the Debtors' corporate headquarters is: 343 State Street, Rochester, NY 14650.



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Eastman Kodak Company (“**Kodak**”), on behalf of itself and its affiliated debtors and debtors in possession (collectively, the “**Debtors**”), hereby submits this motion (the “**Motion**”) for the entry of an order (the “**Proposed Bidding Procedures Order**”) pursuant to sections 105, 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”), rules 2002, 6004, and 9018 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and rule 6004-1 of the Local Rules for the United States Bankruptcy Court for the Southern District of New York (the “**Local Rules**”), substantially in the form attached hereto as Exhibit A, authorizing (a) the bidding procedures (attached as Exhibit 1 to the Proposed Bidding Procedures Order, the “**Proposed Bidding Procedures**”), (b) the Stalking Horse Payments (as defined below), including granting administrative expense status to the Stalking Horse Payments, and the Non-Solicitation Provisions (as defined below) (together with the Stalking Horse Payments, the “**Stalking Horse Bid Protections**”), (c) the procedures (the “**Assignment Procedures**”) set forth below for the assumption and/or assignment of certain of the Debtors’ contracts (the “**Debtor Contracts**”), (d) the form and manner of notice (the “**Notice Procedures**”) of the sale of substantially all of the assets (as defined in the Stalking Horse Purchase Agreement, the “**Transferred Assets**”) of the Debtors’ global Document Imaging Business (the “**Business**”) and (e) the time, date and place for a hearing (the “**Sale Hearing**”) to approve the Sale (as defined below). The Debtors further request that at the conclusion of the Sale Hearing the Court enter an order (the “**Proposed Sale Order**”), pursuant to sections 105(a), 107(b), 363(b), 363(f), 363(m), 363(n), 365, 503 and 507 of the Bankruptcy Code, rules 2002, 6004, 6006 and 9014 of the Bankruptcy Rules and rule 6004-1 of the Local Rules, substantially in the form attached hereto as Exhibit B, authorizing and approving (a) the sale of all the Debtors’ right, title and interest in and to the Transferred Assets (the “**Debtor Transferred**



**Assets**”), free and clear of all Interests (as defined below) (except for and subject to Permitted Encumbrances), pursuant to section 363 of the Bankruptcy Code under the terms and conditions set forth in either (i) that certain Asset Purchase Agreement, dated as of April 15, 2013, between Kodak, the other Debtors listed on the signature pages thereto and the Non-Debtor Subsidiary Sellers as sellers (the “**Seller Parties**”) and Brother Industries, Ltd., as purchaser (the “**Stalking Horse Purchaser**”) (the Asset Purchase Agreement and, together with all schedules and exhibits thereto, the “**Stalking Horse Purchase Agreement**”) <sup>2</sup> or (ii) the Alternate Standalone Transaction Document(s) (as defined below), (b) the assumption and/or assignment of the Designated Debtor Contracts (as defined below), (c) entry by the Debtors into the Ancillary Agreements and (d) Kodak, as the ultimate parent of the Non-Debtor Subsidiary Sellers, to cause the Non-Debtor Subsidiary Sellers to (i) transfer all their right, title and interest in and to the Transferred Assets, (ii) assign the Assigned Non-Debtor Contracts to the Stalking Horse Purchaser and (iii) enter into and consummate the applicable Ancillary Agreement(s) (the foregoing (a) through (d), collectively, the “**Sale**”). In support of the Motion, the Debtors respectfully state as follows:

### **Preliminary Statement**

1. A sale of the Business has been a primary focus for the Debtors since August 2012, consistent with their prior public announcements with respect to the planned disposition of the Business and other non-strategic assets. The sale not only is a key step in the Debtors’ business transformation, but an important element of the Debtors’ plans to satisfy a

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<sup>2</sup> A copy of the Stalking Horse Purchase Agreement will be filed under seal with the Court. Capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the Stalking Horse Purchase Agreement.

condition to convert a significant portion of the Debtors' supplemental post-petition financing into an emergence financing.<sup>3</sup>

2. Over the last eight months, the Debtors and their advisors have been involved in an extensive marketing and negotiation process with respect to a sale of the Business. Ultimately, the Stalking Horse Purchaser put forth the highest and best bid to date for the Business, on the terms and conditions set forth in the Stalking Horse Purchase Agreement.

3. Importantly, the Stalking Horse Purchaser not only has agreed to subject its offer to a flexible, competitive bidding process on the terms set forth in the Proposed Bidding Procedures (the "**Bidding Process**"), but also to permit the Debtors to terminate the Stalking Horse Purchase Agreement, in their discretion, to pursue a larger transaction through June 6, 2013 that would further enhance the Debtors' ability to emerge from chapter 11 (the "**Bundled Transaction Termination Right**"). This flexibility will unquestionably maximize the value the Debtors and their stakeholders realize as a result of the disposition. The Debtors acknowledge that the Bundled Transaction Termination Right represents a significant concession by the Stalking Horse Purchaser.

4. The Debtors respectfully submit that the Proposed Bidding Procedures, and consummation of the Sale to the Stalking Horse Purchaser, if no superior bid is realized through the Bidding Process or the exercise of the Bundled Transaction Termination Right, would be in the best interests of the Debtors' estates, creditors and all parties in interest, and constitute another significant step toward the Debtors' emergence from chapter 11.

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<sup>3</sup> The Debtors may convert up to \$648,200,000 of the \$848,200,000 supplemental post-petition DIP facility at emergence if certain conditions are satisfied. One of the conditions to conversion is the sale of certain non-strategic businesses and assets, including the Business, for an aggregate gross cash purchase price of at least \$600 million.

### **Background**

5. On January 19, 2012, each of the Debtors filed voluntary petitions for relief under the Bankruptcy Code. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. These chapter 11 cases are being jointly administered.

6. On January 25, 2012, the Office of the United States Trustee for the Southern District of New York (the “**U.S. Trustee**”) appointed an Official Committee of Unsecured Creditors (the “**Creditors’ Committee**”) pursuant to section 1102 of the Bankruptcy Code [Docket No. 115].

7. Founded in 1880 and long one of the world’s leading material science companies, the Debtors and their non-Debtor affiliates operate an integrated global business involving a diverse collection of mature and growth businesses and an array of valuable intellectual property. In order to address a shortfall in liquidity in the United States, monetize non-strategic intellectual property, fairly resolve legacy liabilities and focus on their most valuable business lines, the Debtors commenced these chapter 11 cases.

8. As stated in previous filings, the Debtors are pursuing a path to emerge from chapter 11 in 2013 with a strategic focus on their Commercial Imaging business, which is centered on commercial, packaging and functional printing solutions and enterprise services.

### **Facts Specific to the Relief Requested**

#### **A. The Document Imaging Business**

9. As defined with more particularity in the Stalking Horse Purchase Agreement, the Business consists of: (a) designing, manufacturing, selling and distributing throughout the world products the primary purpose of which is document and picture scanning, including the designs and brands of Seller and of other non-affiliated manufacturers,

(b) designing, manufacturing, licensing, selling and distributing Software (including Software developed by Third Parties, which is licensed or acquired together with the Products) related to transaction-oriented input and response management that currently includes *Info Activate*, *Info Insight*, and the *Capture Pro* family of products, (c) designing, manufacturing, licensing, selling and distributing scanner asset management Software, (d) marketing, selling, leasing or distributing micrographics media and equipment outside the United States and Canada,<sup>4</sup> and (e) providing technical and professional services to support Seller's scanner hardware and Business Software systems as well as to support systems designed, manufactured, distributed and/or sold by other non-affiliated Persons, which is referred to as Multi Vendor Services.

## **B. Marketing and Sale Process**

10. On August 28, 2012, after significant internal review and consultations with the Debtors' key creditor constituencies, Kodak publicly announced that it was commencing a sale process for the Business. Shortly thereafter, Lazard Frères & Co. LLC ("**Lazard**"), in their ongoing capacity as financial advisors to the Debtors, began reaching out to potential buyers who the Debtors and Lazard believed might have an interest in acquiring the Business. (See Declaration of Matthew J. Hart, dated April 18, 2013, filed herewith in support of this Motion (the "**Hart Declaration**"), at ¶ 10). Lazard offered potential buyers a brief overview of the Business and a non-disclosure agreement ("**NDA**") to receive a Confidential Information Memorandum ("**CIM**"). (Hart Decl. ¶10.)

11. Between August 2012 and October 2012, Lazard contacted over 70 parties, approximately evenly split between strategic and financial buyers. (*Id.* ¶ 11.) These parties included all major competitors and a diverse group of private equity funds, many of

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<sup>4</sup> For the avoidance of doubt, the Stalking Horse Purchaser will not acquire any of the Seller's film manufacturing operations.

which focus on technology and/or have experience with sales under section 363 of the Bankruptcy Code. (*Id.*) In total, 18 parties chose to execute an NDA and received a CIM. (*Id.* ¶ 12.) The CIM included, among other things, an overview of the Business, detailed information on its historical and projected financial performance, product offerings and strategies, and a summary of proposed transaction terms. (*Id.*) In early October 2012, eight parties, including the Stalking Horse Purchaser, submitted first round indications of interest based solely on the information contained in the CIM. (Hart Decl. ¶ 12.)

12. The Debtors and Lazard invited all eight of the first round bidders into a second round of the sale process, which is described in greater detail in the Hart Declaration. Of the eight parties that were invited to participate in the second round in late December 2012, two parties, including the Stalking Horse Purchaser, submitted second round bids. (*Id.* ¶ 14.) The Stalking Horse Purchaser's proposed purchase price was materially higher than the proposal from the other party. (*Id.*) The Debtors and their advisors briefed the Debtors' key creditor constituencies throughout this process. (*Id.* ¶ 16.) Finally, after extensive business negotiations over several months, the Stalking Horse Purchaser executed the Asset Purchase Agreement on April 15, 2013.

### **Summary of the Transaction, Proposed Bidding Procedures and Assignment Procedures**

#### **A. Summary of the Transaction**

13. The transaction with the Stalking Horse Purchaser (the “**Transaction**”) is a complex, global asset transaction involving the sale of assets comprising the Business by certain of the Debtors as well as thirty-two Non-Debtor Subsidiary Sellers in approximately twenty-six foreign jurisdictions. The principal transaction document governing the Sale is the Stalking Horse Purchase Agreement. A summary of the assets to be sold, a redacted summary of

key terms and certain key definitions of the Stalking Horse Purchase Agreement are attached hereto as Exhibit C.

14. Critically, the Stalking Horse Purchaser has agreed to purchase the Debtor Transferred Assets only if they could be sold to it free and clear of (i) Liens (as defined in the Stalking Horse Purchase Agreement), (ii) Claims (as defined in the Stalking Horse Purchase Agreement) and (iii) any other limitations, restrictions or interests that constitute an “interest” for the purposes of section 363(f) of the Bankruptcy Code (collectively, the “**Interests**”) (except for and subject to Permitted Encumbrances) pursuant to section 363(f) of the Bankruptcy Code.<sup>5</sup>

15. In addition to the asset sale, the Debtors and the Stalking Horse Purchaser have agreed to enter into four patent license agreements (the “**Patent Grant-Back License Agreement**,” “**DC/KISS Patents Sublicense Agreement**,” “**Patent License Agreement**” and “**Kodak Patents License Agreement**”), a software and intellectual property license agreement (the “**Software and IP License Agreement**”) and a trademark license agreement (the “**Trademark License Agreement**”), each as briefly described below:

- The Patent Grant-Back License Agreement provides Kodak with a non-exclusive license to the patents sold to the Stalking Horse Purchaser in the asset sale, with a right to sublicense to its subsidiaries as well as to sublicense certain rights to its future divested entities.
- The DC/KISS Patents Sublicense Agreement provides the Stalking Horse Purchaser with a non-exclusive sublicense to the patents sold to Intellectual Ventures Fund 83 LLC and Apple Inc. in connection with the Debtors’ sale of the Digital Imaging Patent Assets, in accordance with the terms of (a) the Kodak

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<sup>5</sup> Kodak entered into that certain Amended and Restated Media Supply Agreement (the “**A&R MSA**”) with Eastman Park Micrographics, Inc. (“**EPM**”) on August 1, 2012. Section 1.4 of the A&R MSA (the “**EPM Non-Compete**”) provides, *inter alia*, that neither Kodak nor its affiliates will “engage in the business of manufacturing, distributing, selling or marketing” microfilm to any person “anywhere in the world.” Despite EPM’s assertion to the contrary, the Debtors believe that (x) the Stalking Horse Purchaser is not a successor to Kodak and (y) the EPM Non-Compete is not binding on the purchaser of the Business. The A&R MSA will be terminated on April 30, 2013 and will not be transferred to the Purchaser. Accordingly, the Debtors request a finding that the Sale of the Debtor Transferred Assets will be free and clear of the purported EPM Non-Compete.

DC/KISS Grant-Back License Agreement by and between Kodak and Intellectual Ventures Fund 83 LLC, dated February 1, 2013 and (b) the Kodak DC/KISS Grant-Back License Agreement by and between Kodak and Apple Inc., dated February 1, 2013.

- The Patent License Agreement provides the Stalking Horse Purchaser and its subsidiaries a non-exclusive license to ten patents identified by the Stalking Horse Purchaser as primarily related to the assets being sold, but not transferred to the Stalking Horse Purchaser as part of the asset sale.
- The Kodak Patents License Agreement provides the Stalking Horse Purchaser with a non-exclusive license, with the right to sublicense to its subsidiaries and certain future divested entities, under all of the Debtors' retained patent portfolio, excluding the patents licensed under the DC/KISS Patents Sublicense Agreement and Patent License Agreement. The license granted under this agreement excludes any rights in the printing field and the personal imaging field.
- The Software and IP License Agreement provides that the Stalking Horse Purchaser is licensed the right, with the right to sublicense its subsidiaries and certain future divested entities, to use (a) intellectual property (excluding any software, patents and trademarks) in connection with the business related to the assets being sold, (b) specified software in connection with the business related to the assets being sold and certain non-commercial printing devices, and (c) know-how in the Stalking Horse Purchaser's business generally.
- The Trademark License Agreement, among other things, provides to the Stalking Horse Purchaser and its subsidiaries a five year worldwide exclusive license to utilize the Kodak brand and trade dress in the document imaging field.

16. In addition to the asset sale and licensing components of the transaction, the Debtors have agreed to the form of certain other transaction documents to be executed at closing, including a Transition Services Agreement, an Equipment Supply Agreement and a Lease Agreement. The Transition Services Agreement provides certain transition services in connection with the Stalking Horse Purchaser's operation of the Business, charged to and payable by the Stalking Horse Purchaser monthly in arrears at rates based on the Fully Burdened Cost (as defined in the Transition Services Agreement). Pursuant to the Equipment Supply Agreement, Kodak and Kodak Electronic Products Shanghai ("**KEPS**") agreed to manufacture at their facility in Shanghai, China and sell to the Stalking Horse Purchaser certain products and

service parts for a term of approximately four years. With the exception of certain materials supplied by the Stalking Horse Purchaser, Kodak and KEPS will provide all labor, machinery and equipment, plant and other facilities necessary to perform all work and to manufacture and package the products and service parts. Additionally, under the Lease Agreement, the Stalking Horse Purchaser will lease certain property at Eastman Business Park #205 for three years at a price of \$11 per square foot.

**B. The Proposed Bidding Procedures**

17. The chart below summarizes the anticipated key dates related to the Bidding Process:

|   |  |
|---|--|
| May 28, 2012  | Debtors to file copy of Stalking Horse Purchase Agreement with the Court   |
| June 5, 2013 at 12 P.M. ET <sup>6</sup>   | Deadline to submit a bid   |
| June 6, 2013  | Bundled Transaction Outside Date (as defined below)  |
| June 12, 2013 at 10:00 A.M. ET (unless the Bid Deadline is extended)                  | Auction (as defined below), if required  |
| Within one day after Debtors formally announce conclusion of Auction                  | Debtors file notice of Successful Bid (as defined below) with the Court  |
| June 14, 2013, or in any case no later than the second Business Day after the Auction | Stalking Horse Sale Hearing (as defined below)   |
| By or on fifth Business Day after conclusion of Auction                               | Debtors and Successful Bidder (as defined below) to complete, execute and file Successful Bid transaction documents. |

<sup>6</sup> The Debtors, in their business judgment, may extend the Bid Deadline (as defined in the Proposed Bidding Procedures) by up to five days. If the Debtors extend the Bid Deadline, they will promptly notify all relevant parties of such extension, and all dates and deadlines provided in the Proposed Bidding Procedures, other than the Bundled Transaction Outside Date, will be extended by the same number of days.



|  |   |
|--|---|
| June 24, 2013, or in any case no later than ten days after Auction (or the following Business Day, if the tenth day after the Auction is not a Business Day) | Alternate Purchaser Sale Hearing (as defined below) |
| Earlier of two days after closing or 90 days after entry of Proposed Sale Order  | Back-Up Bid Expiration Date (as defined below)      |

18. Complementing the Debtor’s Bundled Transaction Termination Right, the Bidding Process was designed to permit a fair and efficient competitive sale process, consistent with the timeline of these cases. The Bidding Process and the Debtors’ Bundled Transaction Termination Right will also establish that the Stalking Horse Purchase Agreement, an Alternate Standalone Transaction (as defined below) or a Bundled Transaction (as defined below) is the highest or better offer for the Business.

19. Below is a summary of the Proposed Bidding Procedures:<sup>7</sup>

- Preliminary Participation Requirements. A Potential Bidder wishing to participate in the Auction must deliver to the Notice Parties prior to the Bid Deadline (a) an executed confidentiality agreement; (b) written evidence that the Debtors reasonably conclude, in their business judgment, demonstrates that the Potential Bidder has the necessary financial ability to close the Alternate Standalone Transaction and provide adequate assurance of future performance under all contracts to be assumed and assigned in such Alternate Standalone Transaction and (c) a preliminary (non-binding) written statement demonstrating, to the Debtors’ satisfaction, a bona fide interest in purchasing the Transferred Assets from the Debtors including: (i) the purchase price range (including liabilities to be assumed by the Potential Bidder); (ii) a description of the principal methodologies and assumptions used to arrive at the purchase price range; (iii) the structure and financing of the proposed transaction; (iv) a statement of the level of review and approval of the Potential Bidder’s indication of interest by the senior officers and board; (v) a description of the additional due diligence required; (vi) a description of the intended plans for integrating the employees of the Debtors; (vii) a description of any services or other cooperation that the Potential Bidder will require from the Debtors after closing and (viii) any conditions to closing that

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<sup>7</sup> All capitalized terms used but not otherwise defined in this summary are to be given the meanings ascribed to them in the Proposed Bidding Procedures. To the extent there are inconsistencies between any summary description of the proposed bidding procedures contained herein and the Proposed Bidding Procedures, the terms of the Proposed Bidding Procedures shall control.

the Potential Bidder may wish to impose in addition to those set forth in the Stalking Horse Purchase Agreement.

- **Bid Requirements.** A bid by a Qualified Bidder will be considered a Qualified Bid only if it is submitted to the Notice Parties by the Bid Deadline and complies with certain conditions, including the following:
  - it includes the cash purchase price for the Transferred Assets expressed in U.S. Dollars;
  - it states that the Qualified Bidder agrees to purchase the Transferred Assets upon the terms and conditions substantially as set forth in the Stalking Horse Purchase Agreement (including any ancillary agreements to be executed in connection therewith), and is accompanied by a clean and duly authorized and executed purchase agreement (including all ancillary agreements, schedules, and exhibits), with terms not materially more burdensome to the Debtors than the Stalking Horse Purchase Agreement or otherwise inconsistent with the Bidding Procedures, as well as blacklines of such agreements marked to show any proposed amendments and modifications to (x) the Stalking Horse Purchase Agreement, (y) each ancillary agreement thereto and (z) all applicable schedules and exhibits (collectively, the “**Marked Agreements**”);
  - it provides that the offer of the Qualified Bidder is irrevocable through the earlier of (i) 10 days after the Auction or (ii) entry of the Sale Order, and *provided, however*, that if such offer is accepted as the Successful Bid or designated as the Back-Up Bid, such offer shall continue to remain irrevocable, subject to the terms and conditions of the Bidding Procedures and the applicable purchase agreement, until the earlier of (i) two days after the closing of the Sale or (ii) 90 days after the Sale Order is entered (the “**Back-Up Bid Expiration Date**”);
  - it includes written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate the proposed transaction, that will allow the Debtors to make a reasonable determination as to the Qualified Bidder’s financial and other capabilities to consummate the transaction contemplated by the Marked Agreements;
  - it is not conditioned on (i) the outcome of unperformed due diligence by the Qualified Bidder; (ii) obtaining any internal approval(s) and/or (iii) obtaining or the availability of any financing;
  - it fully discloses the identity of each entity that will be bidding for the Transferred Assets or otherwise sponsoring, financing (including through the issuance of debt in connection with such bid), participating in or benefiting from (including through license or similar arrangement with respect to the assets to be acquired in connection with such bid) such bid,

and the complete terms of any such sponsorship, participation, financing or benefit;

- it has a value to the Debtors that, in the Debtors' business judgment, after consultation with their financial advisors, the Creditors' Committee and the Second Lien Committee (as defined below), is greater than the sum of (i) \$210,000,000 (the "**Cash Purchase Price**"), plus (ii) the Stalking Horse Payments, plus (iii) 1% of the Cash Purchase Price; provided that, in determining such value, the Debtors will not be limited to evaluating the dollar amount of a competing bid, but also may consider factors including those described under the "Evaluation of Competing Bids" section of the Bidding Procedures;
- it includes a representation from the Qualified Bidder that it will assume obligations such as the assumption of deferred revenues under the executory contracts and unexpired leases proposed to be assigned pursuant to the Stalking Horse Purchase Agreement (or identifies with particularity which of such contracts and leases the Qualified Bidder wishes not to assume, or alternatively which additional executory contracts or unexpired leases the Qualified Bidder wishes to assume), contains full details of the Qualified Bidder's proposal for the treatment of related cure costs, and identifies with particularity any executory contract or unexpired lease the assumption and assignment of which is a condition to closing;
- it includes a representation that the Qualified Bidder: (i) has had an opportunity to conduct any and all required due diligence regarding the Transferred Assets prior to making its offer; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Transferred Assets in making its bid; (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Transferred Assets or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Marked Agreements and (iv) is not entitled to any expense reimbursement, break-up fee, transaction fee, termination fee, or any similar type of payment or reimbursement in connection with its bid;
- it includes evidence, in form and substance reasonably satisfactory to Debtors, of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the Marked Agreements;
- it is accompanied by a good faith deposit in the form of a wire transfer (to a bank account specified by the Debtors), certified check or such other form acceptable to the Debtors, in their sole discretion, payable to the order of the Debtors in U.S. Dollars in an amount equal to 10% of the

Cash Purchase Price to be dealt with as provided for under “Good Faith Deposit” in the Bidding Procedures and

- it includes evidence of the Qualified Bidder’s ability to comply with section 365 of the Bankruptcy Code (to the extent applicable), including providing adequate assurance of such Qualified Bidder’s ability to perform in the future the contracts and leases proposed in its bid to be assumed by the Debtors and assigned or subleased to the Qualified Bidder, in a form that will permit the immediate dissemination of such evidence to the counterparties to such contracts and leases.

For the avoidance of doubt, the Stalking Horse Purchaser is deemed a Qualified Bidder, and the Stalking Horse Purchase Agreement is deemed a Qualified Bid, for all purposes in connection with the Bidding Process and the Auction.

- Bundled Transaction Outside Date. Under the Bidding Procedures Order and the Stalking Horse Purchase Agreement, the Debtors have reserved the right to pursue and/or consider a sale of the Business as part of larger transaction involving the disposition of other assets that are not a part of the Business (a “**Bundled Transaction**”) simultaneously with the sale process outlined in these Bidding Procedures through June 6, 2013 (the “**Bundled Transaction Outside Date**”). After the Bundled Transaction Outside Date, however, and both in accordance with and without limiting the scope of section 5.2 of the Stalking Horse Purchase Agreement, the Debtors shall pursue a sale of the Transferred Assets and the Business only on a standalone basis and only (i) to the Stalking Horse Purchaser under the Stalking Horse Purchase Agreement or (ii) to an Alternate Purchaser under an Alternate Standalone Transaction Document, as the case may be.
- No Qualified Bids. If the Debtors do not receive any Qualified Bids by the Bid Deadline (other than the Stalking Horse Purchase Agreement received from the Stalking Horse Purchaser), the Auction shall be cancelled and the Debtors may proceed directly to a Sale Hearing. In addition, if no other Qualified Bid is received, the Debtors reserve the right to request that the Court advance the date of the Sale Hearing and provide notice of such new date to parties in interest entitled to notice thereof.
- Auction. If the Debtors receive one or more Qualified Bids in addition to the Stalking Horse Purchase Agreement, the Debtors will conduct an auction (the “**Auction**”) at the offices of Sullivan & Cromwell LLP, 125 Broad Street, New York, NY 10004 **at 10:00 A.M. Eastern Time, on June 12, 2013** (unless the Bid Deadline is extended), or such other time, date or place as the Debtors may determine, which Auction may be cancelled at the Debtors’ sole discretion if there are no Qualified Bids and the Debtors proceed with the Stalking Horse Purchaser at the Sale Hearing.
- The Auction shall run in accordance with the procedures specified in the Proposed Bidding Procedures.

- The Debtors will evaluate competing bids in their own discretion.
- Prior to the conclusion of the Auction, the Debtors will (a) identify the highest or otherwise best offer for the Transferred Assets (the “**Successful Bid**” and the Qualified Bidder making such Qualified Bid, the “**Successful Bidder**”) and, at the Debtors’ election, the next highest or otherwise best Qualified Bid (the “**Back-Up Bid**” and, such Qualified Bidder, the “**Back-Up Bidder**”); (b) communicate to the other Qualified Bidders the identity of the Successful Bidder, the Back-Up Bidder, if any, and the details of the Successful Bid and Back-Up Bid, if any and (c) accept the Successful Bid, subject to approval by the Court and entry of the Sale Order.
- Within one day after the Debtors formally announce the conclusion of the Auction, the Debtors shall file a notice identifying the Successful Bidder with the Court.
- By or on the fifth Business Day after the conclusion of the Auction, the Successful Bidder shall complete and execute and the Debtors shall file all agreements, contracts, instruments and other documents evidencing and containing the terms and conditions upon which the Successful Bid was made.
- Results of Auction Final. The determination of the Successful Bid and Back-Up Bid by the Debtors at the conclusion of the Auction shall be final subject to approval by the Court. If the Stalking Horse Purchaser is not the Successful Bidder, the successful transaction shall be referred to as the “**Alternate Standalone Transaction**”; the documentation submitted to the Court for approval at the Sale Hearing shall be referred to as the “**Alternate Standalone Transaction Document(s)**” and the Successful Bidder shall be referred to as the “**Alternate Purchaser(s)**” (either the Stalking Horse Purchaser or the Alternate Purchaser, if it is the Successful Bidder, shall be referred to as the “**Purchaser**”). Whichever of the Stalking Horse Purchase Agreement and the Alternate Standalone Transaction Document(s) constitutes the Successful Bid shall be referred to as the “**Purchase Agreement.**” Each of the Successful Bid and the Back-Up Bid shall constitute an irrevocable offer and be binding on the Successful Bidder and the Back-Up Bidder, respectively, from the time the bid is submitted until the Back-Up Bid Expiration Date. Each Qualified Bid that is not the Successful Bid or the Back-Up Bid shall remain irrevocable until the earlier of (a) ten days after the Auction or (b) entry of the Sale Order.

20. The Proposed Bidding Procedures recognize the Debtors’ fiduciary obligations to maximize sale value, and do not impair the Debtors’ ability to consider all qualified bid proposals. In addition, the Debtors have the right to modify the procedures in the manner set forth therein to maximize value for their estates.

### C. The Stalking Horse Bid Protections

21. The Stalking Horse Bid Protections serve as critical incentives to the Stalking Horse Purchaser to enter into the Stalking Horse Purchase Agreement. The Stalking Horse Purchaser and its advisors have made a substantial investment in time and incurred considerable out-of-pocket expenses in connection with the negotiation of the Stalking Horse Purchase Agreement, and will continue to expend considerable time, energy and resources pursuing the purchase of the Transferred Assets. The Stalking Horse Bid Protections are necessary and appropriate, particularly in light of the Debtors' Bundled Transaction Termination Right and the potential for a sale of Business outside of the Bidding Process. Furthermore, the Stalking Horse Purchase Agreement establishes a floor price for the Business to the benefit of the Debtors and their estates and will permit the Debtors to continue pursuing a Bundled Transaction.

22. In light of the time, effort and resources expended and of the benefit that the Debtors received through the Stalking Horse Purchaser's submission of a binding offer (and the granting of the Bundled Transaction Termination Right), the Debtors have agreed to (a) comply with the non-solicitation provisions provided in 5.2 of the Stalking Horse Purchase Agreement (the "**Non-Solicitation Provisions**") and (b) pay to the Stalking Horse Purchaser a break-up fee of \$8,310,000 (the "**Break-Up Fee**"), equal to 3% of the \$277,000,000 transaction value (the "**Transaction Value**")<sup>8</sup> and reimburse the Stalking Horse Purchaser for expenses and out-of-pocket charges and costs incurred by the Stalking Horse Purchaser in connection with (a) the negotiation and consummation of the Sale, up to a cap of \$3,462,500, equal to 1.25% of the Transaction Value and (b) the fulfillment of certain covenants and obligations pursuant to the

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<sup>8</sup> The Debtors and the Stalking Horse Purchaser agreed that the Transaction Value would be comprised of (i) the approximately \$210,000,000 cash purchase price and (ii) \$67,000,000 of assumed deferred revenue liabilities, as of December 31, 2012, associated with customer contracts assumed by the Stalking Horse Purchaser.

Stalking Horse Purchase Agreement, up to a cap of \$2,077,500, equal to 0.75% of the Transaction Value (the “**Expense Reimbursement**” and together with the Break-Up Fee, the “**Stalking Horse Payments**”), if the Stalking Horse Purchase Agreement is terminated upon the occurrence of specific events, as more particularly specified in paragraphs 24 through 26 below.<sup>9</sup>

23. With respect to the Non-Solicitation Provisions, section 5.2 of the Stalking Horse Purchase Agreement provides the following:

- With respect to Standalone Transactions, prior to the entry of the Proposed Bidding Procedures Order and if the Stalking Horse Purchaser is selected as the Successful Bidder, during the period following such selection until a valid termination of the Stalking Horse Purchase Agreement, Kodak shall not (a) initiate contact with or solicit proposals or offers from any Person in connection with a Standalone Transaction, (b) respond to any unsolicited proposals or offers relating to a Standalone Transaction or (c) enter into any discussions or negotiations regarding a Standalone Transaction. Following entry of the Proposed Bidding Procedures until the conclusion of the Auction, Kodak may take any actions it deems necessary or advisable to pursue and consummate a Standalone Transaction.
- With respect to Bundled Transactions, until the Bundled Transaction Outside Date, Kodak may take any actions it deems necessary or advisable to pursue and consummate a Bundled Transaction. After the Bundled Transaction Outside Date, Kodak shall not (a) initiate contact with or solicit proposals or offers from any Person in connection with a Bundled Transaction, (b) respond to any unsolicited proposals or offers relating to a Bundled Transaction or (c) enter into any discussions or negotiations regarding a Bundled Transaction. After the Bundled Transaction Outside Date, Kodak shall use its commercially reasonable efforts to consummate the Transaction with the Stalking Horse Purchaser or a Standalone Transaction in accordance with the Proposed Bidding Procedures.

24. As a general matter, under section 9.2(a) of the Stalking Horse Purchase Agreement Kodak is to pay the Expense Reimbursement to the Stalking Horse Purchaser in the

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<sup>9</sup> To the extent there are inconsistencies between any summary description of the provisions of the Stalking Horse Purchase Agreement relating to the Stalking Horse Payments contained herein and the Stalking Horse Purchase Agreement, the terms of the Stalking Horse Purchase Agreement shall control.

event that the Stalking Horse Purchase Agreement is terminated by the Stalking Horse Purchaser because:<sup>10</sup>

- Kodak breaches any representation, warranty, covenant or agreement made by Kodak in the Stalking Horse Purchase Agreement, or any such representation and warranty shall have become untrue after the date of the Stalking Horse Purchase Agreement, such that the conditions set forth in sections 8.3(a) or (b) of the Stalking Horse Purchase Agreement would not be satisfied and such breach is not cured prior to the earlier of (a) 30 days after written notice thereof is given by the Stalking Horse Purchaser to Kodak and (b) one Business Day prior to the Outside Date (see section 9.1(c));
- The Proposed Bidding Procedures Order is not entered prior to the 14<sup>th</sup> day following the filing of this Motion (see section 9.1(g)(i));
- The Proposed Bidding Procedures Order shall have been vacated, revoked or modified in a manner adverse to the Stalking Horse Purchaser or if the Proposed Bidding Procedures Order is subject to a stay of more than 30 days, in each case, without the Stalking Horse Purchaser's consent (see section 9.1(g)(ii));
- The Stalking Horse Purchaser is the Successful Bidder, and if the Proposed Sale Order shall have been vacated, revoked or modified in a manner adverse to the Stalking Horse Purchaser or if the Proposed Sale Order is subject to a stay of more than 30 days, in each case, without the Stalking Horse Purchaser's consent (see section 9.1(g)(iii));
- The Debtors' chapter 11 cases are dismissed or converted to cases under Chapter 7 of the Bankruptcy Code (see section 9.1(g)(iv));
- An examiner or trustee is appointed in these chapter 11 cases and such person takes action that would permit the Stalking Horse Purchaser to terminate the Stalking Horse Purchase Agreement (see section 9.1(g)(v)); or
- The Court enters an order pursuant to section 362 of the Bankruptcy Code lifting the automatic stay with respect to the Transferred Assets composing a material portion of the Business and as a result, any person, other than the Debtors or the Stalking Horse Purchaser, obtains possession of such assets (see section 9.1(g)(vi)).

25. As further provided in the Stalking Horse Purchase Agreement, sections 9.2(c) to (f) of the Stalking Horse Purchase Agreement require Kodak to pay the Break-Up Fee to the Stalking Horse Purchaser within five Business Days of the consummation of an Alternative Transaction in the event that the Stalking Horse Purchase Agreement is terminated:

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<sup>10</sup> Under the circumstances described in paragraph 24, Kodak must pay the Expense Reimbursement to the Stalking Horse Purchaser within five Business Days after the delivery of written notice of the demand thereof.



- By the Stalking Horse Purchaser or Kodak, because the Closing has not occurred on or prior to September 3, 2013, if, at the time of termination, the Stalking Horse Purchaser has the right to terminate the Stalking Horse Purchase Agreement on certain other grounds, and within six months following such termination, Kodak consummates an Alternative Transaction (see section 9.1(b)(ii));
- By the Stalking Horse Purchaser or Kodak, because the Closing has not occurred on or prior to September 3, 2013 and (a) any person shall have made a bona fide proposal to consummate an Alternative Transaction and such proposal shall not have been withdrawn or rejected by Kodak and (b) within six months following such termination, Kodak consummates an Alternative Transaction (see section 9.1(b)(ii));
- Kodak breaches any representation, warranty, covenant or agreement made by Kodak in the Stalking Horse Purchase Agreement, or any such representation and warranty shall have become untrue after the date of the Stalking Horse Purchase Agreement, such that the conditions set forth in sections 8.3(a) or (b) of the Stalking Horse Purchase Agreement would not be satisfied and such breach is not cured prior to the earlier of (a) 30 days after written notice thereof is given by the Stalking Horse Purchaser to Kodak and (b) one Business Day prior to the Outside Date (see section 9.1(c));
- By the Stalking Horse Purchaser, because the Proposed Bidding Procedures Order shall have been vacated, revoked or modified in a manner adverse to the Stalking Horse Purchaser or if the Proposed Bidding Procedures Order is subject to a stay of more than 30 days, in each case, without the Stalking Horse Purchaser's consent, and either (a) within six months following termination, Kodak consummates an Alternative Transaction or (b) Kodak's act or omission caused such termination of the Stalking Horse Purchase Agreement (see section 9.1(g)(ii));
- By the Stalking Horse Purchaser, because the Stalking Horse Purchaser is the Successful Bidder, the Proposed Sale Order shall have been vacated, revoked or modified in a manner adverse to the Stalking Horse Purchaser or if the Proposed Sale Order is subject to a stay of more than 30 days, in each case, without the Stalking Horse Purchaser's consent, and either (a) within six months following termination, Kodak consummates an Alternative Transaction or (b) Kodak's act or omission caused such termination of the Stalking Horse Purchase Agreement (see section 9.1(g)(iii)); or
- By the Stalking Horse Purchaser, because a trustee or examiner is appointed in these chapter 11 cases and such person takes action that would permit the Stalking Horse Purchaser to terminate the Stalking Horse Purchase Agreement and within six months following termination, Kodak consummates an Alternative Transaction (see section 9.1(g)(v)).

26. Under certain circumstances,<sup>11</sup> sections 9.2(a) and (b) of the Stalking Horse Purchase Agreement require Kodak to pay the Expense Reimbursement and the Break-Up Fee to the Stalking Horse Purchaser in the event that the Stalking Horse Purchase Agreement is terminated:

- By the Stalking Horse Purchaser, because Kodak seeks Court approval of, or fails to oppose approval of, any Alternative Transaction (other than a plan and disclosure statement that contemplate the Sale and, as applicable, the Retention Contingency) (a “**Back Up Transaction**”) (see section 9.1(e)(i));
- By the Stalking Horse Purchaser, because Kodak withdraws or modifies in any manner adverse to the Stalking Horse Purchaser its corporate approval of the Stalking Horse Purchase Agreement and the Sale (other than in connection with a Back-Up Transaction) (see section 9.1(e)(ii));
- By the Stalking Horse Purchaser, because Kodak withdraws this Motion without the Stalking Horse Purchaser’s prior consent (see section 9.1(e)(iii));
- By the Stalking Horse Purchaser, because Kodak entered into a definitive agreement with respect to an Alternative Transaction (other than a Back-Up Transaction) (see section 9.1(e)(iv));
- By the Stalking Horse Purchaser or Kodak, because on or prior to the Bundled Transaction Outside Date, Kodak provides written notice to the Stalking Horse Purchaser of its decision to pursue a Bundled Transaction (see section 9.1(f)(i)(x));
- By the Stalking Horse Purchaser or Kodak, because the Court enters a sale order authorizing an Alternate Standalone Transaction (see section 9.1(f)(i)(y)); or
- By the Stalking Horse Purchaser, because (a) Kodak pursues a Bundled Transaction after the Bundled Transaction Outside Date, or (b) the Stalking Horse Purchaser is the Successful Bidder and the Proposed Sale Order is not entered within five days after the Auction (see section 9.1(f)(ii)).

**D. Procedures for Assignment of Contracts**

27. In connection with the sale of the Transferred Assets, the Debtors seek approval of procedures to assume and/or assign certain Debtor Contracts. The Assignment

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<sup>11</sup> Under the circumstances described in paragraph 26, Kodak is to pay (a) the Expense Reimbursement within five Business Days after the delivery of written notice of the demand thereof and (b) the Break-Up Fee on or before the earlier of (i) September 30, 2013 or (ii) the fifth Business Day after the consummation of an Alternative Transaction.

Procedures, as more fully described in the Proposed Bidding Procedures Order, set forth the procedures to govern the assignment process, and include the following provisions:<sup>12</sup>

- Assignment Notice. At any time at least 15 days prior to the Stalking Horse Sale Hearing, the Debtors may file with this Court and serve on each non-Debtor party to any Debtor Contract (such parties, the “**Non-Debtor Counterparties**,” and such service, the “**Initial Assignment Notice Service**”) an Assignment Notice, substantially in the form attached as Exhibit 2 to the Proposed Bidding Procedures Order, with respect to each Debtor Contract the Debtors have identified for potential assignment in connection with the Sale (the “**Initial Designated Debtor Contracts**”).
- Contract Objection Deadline. Objections (the “**Contract Objections**”), if any, to (a) the proposed Cure Costs ascribed to a 365 Debtor Contract (as defined below) or (b) the assumption and/or assignment of any Debtor Contract (and with respect to 365 Debtor Contracts, for purposes of section 365(c)(1) of the Bankruptcy Code, objections related to (x) adequate assurance of future performance or (y) whether applicable law excuses a Non-Debtor Counterparty from accepting performance by, or rendering performance to, the Stalking Horse Purchaser or an Alternate Purchaser, as applicable), must (i) be in writing; (ii) state with specificity the nature of such objection, and with respect to a 365 Debtor Contract, the alleged Cure Costs and any and all defaults that must be cured or satisfied in order for such 365 Debtor Contract to be assumed and assigned (with appropriate documentation in support thereof); (iii) comply with the terms of the Bidding Procedures Order, the Bankruptcy Rules and the Local Rules and (iv) be filed with this Court and properly served on the Notice Parties (as defined below) so as to be received no later than seven days prior to the Stalking Horse Sale Hearing (the “**Contract Objection Deadline**”).
- Additional Assignment Notice. If following the Initial Assignment Notice Service, the Debtors identify additional Debtor Contracts for potential assignment in connection with the Sale (the “**Additional Designated Debtor Contracts**” and together with the Initial Designated Debtor Contracts, the “**Designated Debtor Contracts**”), the Debtors may file with this Court and serve on the applicable Non-Debtor Counterparty of such Debtor Contract an Assignment Notice (an “**Additional Assignment Notice**”). The Non-Debtor Counterparty will have seven days following delivery of such Additional Assignment Notice to file and properly serve a Contract Objection. An Additional Assignment Notice may be delivered at any time after the Initial Assignment Notice Service and up to the ninetieth day following the consummation of the Sale.

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<sup>12</sup> To the extent there are inconsistencies between any summary description of the proposed assignment procedures contained herein and the Assignment Procedures as set forth in the Proposed Bidding Procedures Order, the terms of the Assignment Procedures shall control.

- Failure to object. Any Non-Debtor Counterparty to a Designated Debtor Contract who fails to timely file and properly serve a Contract Objection as provided herein (i) will be deemed to have forever waived and released any Contract Objection and consented to the assumption and/or assignment of such contract on the terms set forth in the Assignment Notice, subject to consummation of the Sale and (ii) will be barred and estopped forever from asserting or claiming against the Debtors, the Stalking Horse Purchaser or an Alternate Purchaser, as applicable, that any additional amounts are due or defaults exist, or conditions to assignment must be satisfied, under such Designated Debtor Contract.
- Contract Objection Hearings. Hearing(s) with respect to Contract Objections relating to the Initial Designated Debtor Contracts, if any, may be held (i) at the Stalking Horse Sale Hearing or the Alternate Purchaser Sale Hearing or (ii) at such other earlier or later date prior to the Closing as this Court may designate, *provided, however*, that any 365 Debtor Contract that is the subject of a Contract Objection with respect solely to the amount of the Cure Cost may be assumed and assigned prior to resolution of such objection. Hearing(s) with respect to Contract Objections relating to any Additional Designated Debtor Contracts, if any, may be held (i) at the Stalking Horse Sale Hearing or the Alternate Purchaser Sale Hearing or (ii) at such other earlier or later date as this Court may designate.
- Effect of Court Determination. If the Court determines at the Sale Hearing that a particular Debtor Contract cannot be assumed and assigned, then such Debtor Contract shall no longer be considered a Designated Debtor Contract
- Confirmation Notice. Within ten days following assignment of any Designated Debtor Contract to the Stalking Horse Purchaser or Alternate Purchaser, the Debtors shall file with this Court and shall serve each Non-Debtor Counterparty whose Designated Debtor Contract the Debtors assumed and/or assigned with a notice of assumption and/or assignment of such Designated Debtor Contract (the “**Confirmation Notice**”). Any Designated Debtor Contract where no Confirmation Notice was served shall be deemed neither assumed nor assigned, and shall in all respects be subject to subsequent assumption or rejection by the Debtors.

#### **E. The Notice Procedures**

28. The Debtors propose to give notice as soon as reasonably practicable after the entry of the Proposed Bidding Procedures Order of, among other things, the time and place of the Auction (if any), the time and place of the Sale Hearing and the objection deadline for the Sale Hearing by (I) sending a notice (the “**Sale Notice**”), substantially in the form attached hereto as Exhibit D, by first-class mail, postage prepaid, facsimile, electronic transmission, hand

delivery or overnight mail upon (a) the U.S. Trustee; (b) Milbank, Tweed, Hadley & McCloy LLP, counsel to the Creditors' Committee; (c) Haskell Slaughter Young & Rediker LLC, counsel to the Official Committee of Retired Employees (the "**Retirees Committee**"); (d) counsel to any other statutory committee appointed in these chapter 11 cases; (e) counsel to the agent under the prepetition revolving credit facility; (f) U.S. Bank, National Association, as indenture trustee; (g) Wilmington Trust, National Association, as indenture trustee; (h) the Securities and Exchange Commission; (i) the Internal Revenue Service; (j) Davis Polk & Wardwell LLP, counsel to Citicorp North America, Inc., as agent for the Debtors' postpetition secured lenders (the "**Senior DIP Agent**"); (k) the Environmental Protection Agency; (l) Akin Gump Strauss Hauer & Feld LLP, counsel to the Ad Hoc Committee of Second Lien Noteholders (the "**Second Lien Committee**") and the lead lenders to the Debtors' supplemental post-petition secured financing; (m) Covington & Burling LLP, counsel to Wilmington Trust, National Association, as agent for the Debtors' supplemental post-petition secured lenders (the "**Junior DIP Agent**"); (n) all parties requesting notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002; (o) all entities reasonably known to have expressed an interest in a transaction with respect to the Business since August 28, 2012; (p) all applicable state and local environmental enforcement agencies; (q) the Office of the United States Attorney General and all applicable state attorneys general; (r) the Department of Labor and similar state labor or employment agencies; (s) all counterparties to any licenses and contracts that, in each case, the Debtors reasonably believe may be affected by or have an interest in the relief requested in this Motion or by the Stalking Horse Purchase Agreement; (t) all entities reasonably known to have asserted any claim, lien, encumbrance or interest in the Transferred Assets; (u) the Stalking Horse Purchaser; (v) Baker Botts LLP, counsel to the Stalking Horse Purchaser; (w) any multiemployer pension plan to

which any Seller Party is a contributing employer and any single employer defined benefit pension plan with at least 200 active employee participants to which any Seller Party is a contributing employer and (x) the additional persons agreed between the Debtors and the Stalking Horse Purchaser to be served in accordance with the terms of the Stalking Horse Purchase Agreement (collectively, the “**Sale Notice Parties**”) and (II) publishing a notice in *The Wall Street Journal* (National Edition and European Edition) and *The Financial Times* (Worldwide Edition) in the form annexed hereto as Exhibit E (the “**Publication Notice**”).

**F. Request to Set a Date for the Sale Hearing**

29. The Debtors intend to present the Successful Bid and the Back-Up Bid, if any, for approval by the Court at the Sale Hearing on a date to be scheduled by the Court, and which the Debtors propose to be June 14, 2013 if the Debtors proceed with the Stalking Horse Purchaser (the “**Stalking Horse Sale Hearing**”) or June 24, 2013 if the Debtors proceed with an Alternate Purchaser (the “**Alternate Purchaser Sale Hearing**”). The Debtors shall be deemed to have accepted a bid only when the Court has approved the bid at the Sale Hearing. The Seller Parties propose that, if following the Sale Hearing they cannot consummate the Sale with the Successful Bidder, the next highest or otherwise best Back-Up Bid, if any, as disclosed at the Sale Hearing, shall be deemed the Successful Bid without need for further order of the Court, and the Debtors shall be authorized to consummate the transaction contemplated by such Back-Up Bid.

**G. Objections**

30. The Debtors propose that the deadline for objecting to the Sale shall be 4:00 p.m., Eastern Time on June 7, 2013 (the “**General Objection Deadline**”). Objections must be: (a) in writing; (b) signed by counsel or attested to by the objecting party; (c) in conformity with the Bankruptcy Rules, the Local Rules and the Amended Case Management Procedures (the

“**Amended Case Management Procedures**”) annexed as Exhibit 1 to the Notice of Filing of Amended Case Management Procedures, dated July 13, 2012 [Docket No. 1655]; (d) filed with the Court and (e) served on (i) the Chambers of the Honorable Allan L. Gropper, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004; (ii) the Debtors (Attn: Paula Gutkin, Eastman Kodak Company, 343 State Street, Rochester, NY 14650); (iii) Sullivan & Cromwell LLP, counsel to the Debtors (Attn: Andrew G. Dietderich, Michael H. Torkin and Alexa J. Kranzley, 125 Broad Street, New York, NY 10004); (iv) Milbank, Tweed, Hadley & McCloy LLP, counsel to the Creditors’ Committee (Attn: Dennis F. Dunne, Tyson M. Lomazow and Brian Kinney, 1 Chase Manhattan Plaza, New York, NY 10005); (v) Haskell Slaughter Young & Rediker LLC, counsel to the Retirees Committee (Attn: R. Scott Williams and Jennifer B. Kimble, 2001 Park Place, Suite 1400, Birmingham, AL 35203); (vi) Davis Polk & Wardwell LLP, counsel to the Senior DIP Agent (Attn: Brian M. Resnick, 450 Lexington Avenue, New York, NY 10017); (vii) Akin Gump Strauss Hauer & Feld LLP, counsel to the Second Lien Committee and the lead lenders to the Debtors’ supplemental post-petition secured financing (Attn: Michael S. Stamer, David Botter, Abid Qureshi, Alexis Freeman and Rachel Ehrlich Albanese, One Bryant Park, New York, NY 10036); (viii) Covington & Burling LLP, counsel to the Junior DIP Agent (Attn: Ronald Hewitt, 620 Eighth Avenue, New York, NY 10018); (ix) the Stalking Horse Purchaser (Attn: Legal & General Affairs Dept., 15-1 Naeshiro-cho, Mizuho-ku, Japan, with a copy to Brother International Corporation, Attn: Chief Legal Officer, 200 Crossing Boulevard, Bridgewater, NJ 08807) and (x) Baker Botts LLP, counsel to the Stalking Horse Purchaser (Attn: Samantha H. Crispin and James R. Prince, 2001 Ross Ave., Suite 600, Dallas, TX 75201) in accordance with the Local Rules so as to be received on or before the General Objection Deadline.

31. If following the Auction, the Debtors elect to proceed with an Alternate Purchaser and consummate Alternate Standalone Transaction Document(s), the deadline for objecting to such transaction shall be the fifth day following the date on which the Debtors file and serve a notice announcing such Alternate Standalone Transaction with the Alternate Purchaser (together with the General Objection Deadline, the “**Objection Deadlines**”) in accordance with the procedures set forth in paragraph 30 above.

32. Only those objections made in compliance with the objection procedures set forth above will be considered by the Court at the relevant hearing. The failure of any objecting person or entity to file its objection by the relevant Objection Deadline in accordance with the objection procedures described above will be a bar to the assertion, at the Sale Hearing or thereafter, of any objection (including to the sale of the Debtor Transferred Assets free and clear of all Interests, except for and subject to Permitted Encumbrances) and shall be deemed “consent” for the purposes of section 363(f) of the Bankruptcy Code.

#### **Extraordinary Provisions Under the Guidelines**

33. The Stalking Horse Purchase Agreement contains the following terms, conditions and provisions, which may be considered “Extraordinary Provisions” under the Amended Guidelines for the Conduct of Asset Sales (General Order M-383) (the “**Sale Guidelines**”):<sup>13</sup>

- **Deadlines that Effectively Limit Notice.**

The timeline proposed for Court approval of the Proposed Bidding Procedures Order may limit notice to less than the minimum 21-day notice period set forth in Bankruptcy Rule 2002(a). However, given the exigent circumstances described herein, the recent publicity surrounding the sale of the Business (including the public announcement of plans to sell the Business in August 2012), the breadth of

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<sup>13</sup> The following list of possible “Extraordinary Provisions,” as such term is defined in the Sale Guidelines, is not intended to be an admission that any of these provisions is unusual relief in sales transactions of this nature conducted pursuant to section 363 of the Bankruptcy Code.



the notice parties and the extent of consultation with various constituencies, parties in interest will have adequate time to object to the Proposed Bidding Procedures and Sale. Consequently, the Debtors submit that the proposed shortening of the applicable notice period does not effectively limit notice to any parties in interest.

- Successor Liability

The Debtors request that the Proposed Sale Order include findings that the Transferred Assets are being sold free of successor or other similar liability. In light of the extensive marketing, the Bidding Process and the form and manner of the Notice Procedures, which contains an express disclosure regarding successor liability findings in the Proposed Sale Order, the Debtors believe that affected parties will have sufficient notice and opportunity to object to the Sale and, therefore, inclusion of successor liability findings in the Proposed Sale Order is appropriate and reasonable, especially balanced against the Sale's benefits.

- Relief from Bankruptcy Rules 6004(h).

For the reasons discussed below, the Debtors request relief from the 14-day stay imposed by Bankruptcy Rules 6004(h). The Debtors submit that such relief is necessary and supported by legitimate business reasons.

### Jurisdiction

34. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. Venue is proper pursuant to 28 U.S.C. § 1408. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). The statutory predicates for the relief requested herein are sections 105(a), 107(b), 363(b), 363(f), 363(m), 363(n), 365, 503 and 507 of the Bankruptcy Code, rules 2002, 6004, 6006 and 9014 of the Bankruptcy Rules and rule 6004-1 of the Local Rules.

### Relief Requested

35. By this Motion, the Debtors seek (I) entry of an order (a) approving the Proposed Bidding Procedures, (b) authorizing the Stalking Horse Payments and the Non-Solicitation Provisions, (c) approving the Assignment Procedures, (d) approving the Notice Procedures and (e) setting a date for the Sale Hearing; (II) entry of an order authorizing (a) the

sale of substantially all of the assets of the Business, (b) the use, license and lease of property of the estate in connection therewith, (c) the assumption and/or assignment of the Initial Designated Debtor Contracts, (d) the Debtors to cause the Non-Debtor Subsidiary Sellers to effectuate the Sale and (e) entry into the Transition Services Agreement and the Ancillary Agreements and (III) such other and further relief as the Court deems just and proper.

### **Basis for Relief**

#### **A. Approval of the Proposed Bidding Procedures is Fair, Reasonable, Appropriate and in the Best Interests of the Debtors' Estates, Creditors and All Parties in Interest**

*i. The Proposed Bidding Procedures are Fair, Reasonable and Will Produce the Highest or Best Price Under the Circumstances*

36. The primary aim of any proposed sale of property of a debtor's estate is to maximize proceeds to the estate. *See, e.g., Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 659 (S.D.N.Y. 1992), *appeal dismissed*, 3 F.3d 49 (2d Cir. 1993) ("It is a well-established principle of bankruptcy law that the . . . [debtors'] duty with respect to such sales is to obtain the highest price or greatest overall benefit possible for the estate.") (quoting *Cello Bag Co. v. Champion Int'l Corp. (In re Atlanta Packaging Prods., Inc.)*, 99 B.R. 124, 130 (Bankr. N.D. Ga. 1988)); *see also In re GSC, Inc.* 453 B.R. 132, 169 (Bankr. S.D.N.Y. 2011) (Trustee's decision "should be undertaken with the goal of maximizing the value of the estate"). To obtain approval for a proposed sale of assets, a debtor must be able to demonstrate that the "proffered purchase price is the highest and best offer" under the circumstances of the case. *In re Integrated Res., Inc.*, 135 B.R. 746, 750 (Bankr. S.D.N.Y. 1992), *aff'd*, 147 B.R. 650 (S.D.N.Y. 1992). *See also Four B. Corp. v. Food Barn Stores, Inc. (In re Food Barn Stores, Inc.)*, 107 F.3d 558, 564-65 (8th Cir. 1997) (holding that, in bankruptcy sales, "a primary objective of the Code [is] to enhance the value of the estate at hand").

37. In the interest of maximizing the value of a debtor's estate, courts generally find that procedures designed to enhance competitive bidding are appropriate in the context of bankruptcy sales. Courts frequently approve the implementation of competitive bidding procedures to facilitate an asset sale outside of the ordinary course of business as a means to ensure that such sale will generate the highest return for a debtor's estate. *See, e.g., In re Fin. News Network, Inc.*, 126 B.R. 152, 156 (Bankr. S.D.N.Y. 1991) (“[C]ourt-imposed rules for the disposition of assets . . . [should] provide an adequate basis for comparison of offers, and [should] provide for a fair and efficient resolution of bankrupt estates.”); *In re Edwards*, 228 B.R. 552, 561 (Bankr. E.D. Pa. 1998) (“The purpose of procedural bidding orders is to facilitate an open and fair public sale designed to maximize value for the estate.”).

38. The Proposed Bidding Procedures are designed to maximize the value of the Transferred Assets by establishing “ground rules” for the Bidding Process, including rules governing the manner in which bidders and bids become Qualified Bidders and Qualified Bids, the receipt and negotiation of bids received, the conduct of any subsequent Auction, the ultimate selection of the Purchaser and the Court's approval of the Sale. The Proposed Bidding Procedures are procedurally and substantively fair to all parties, and will allow all interested potential purchasers a full, fair and reasonable opportunity to qualify as Qualified Bidders and submit the highest or otherwise best offer to purchase the Transferred Assets. In addition, the Bundled Transaction Termination Right provides the Debtors with the unfettered flexibility to pursue, in their discretion, the larger Bundled Transaction without compliance with the bidding process or conducting an auction.

39. A promptly executed sale process is the best way to maximize the value of the Transferred Assets for the benefit of the Debtors' estates, creditors and other stakeholders.

The expeditious nature of the Proposed Bidding Procedures is justified and reasonable under the circumstances. As described above and in the Hart Declaration, the Transferred Assets have been fully marketed to all potential interested parties over an extended period of time.

Moreover, for the past eight months, the Debtors' interest in selling the Business has been widely known as a result of national and international media coverage regarding its restructuring efforts. Any interested party wishing to propose an acquisition of all or part of the Business has had, and, pursuant to the Proposed Bidding Procedures, will have, ample opportunity to do so.

*ii. The Overbid Protections Are Appropriate Under the Circumstances*

40. The Proposed Bidding Procedures provide for a minimum bid increment beyond the immediately prior Qualified Bid: each incremental bid must have a value, as determined by the Debtors, which is greater than the immediately prior Qualified Bid by at least \$2 million (the "**Minimum Overbid Amount**").

41. Overbid protection in the form described above is appropriate under the circumstances, and will enable the Debtors to maximize the value they obtain for the Transferred Assets while having only a limited impact on the marketing process. The Minimum Overbid Amount provided for in the Proposed Bidding Procedures, at approximately 1% of the Cash Purchase Price, is also lower than overbid increments previously approved by courts in this district. *See In re BearingPoint, Inc.*, Case No. 09-10691 (REG) (Bankr. S.D.N.Y. Apr. 7, 2009) (4% initial bid increment, including break-up fee and expense reimbursement based on cash consideration); *In re Chrysler LLC*, Case No. 09-50002 (AJG), 2009 WL 1360869, at \*8 (Bankr. S.D.N.Y. May 7, 2009) (approving minimum overbid amount of 5% of cash consideration); *In re Lehman Bros. Holdings Inc.*, Case No. 08-13555 (JMP) (Bankr. S.D.N.Y. Sept. 17, 2008) (approving initial incremental bid of \$100 million, or 5.9% of cash consideration); *In re Onsite Access, Inc.*, Case No. 01-12879 (RLB) (Bankr. S.D.N.Y. June 22, 2001) (approving minimum

incremental bid amount equal to 2% of purchase price); *In re Delphi Corp.*, Case No. 05-44481 (RDD) (Bankr. S.D.N.Y. June 22, 2006) (approving minimum incremental bid amount equal to approximately 1.5% of purchase price); *see also In re Integrated Telecom Express, Inc.*, Case No. 02-12945 (PJW) (Bankr. D. Del. October 30, 2002) (approving minimum incremental bid amount equal to 3% of purchase price).

**B. The Stalking Horse Bid Protections are Fair and Reasonable and Provide a Benefit to the Debtors' Estates, Creditors and All Parties in Interest**

42. The use of bid protections, including a break-up fee, expense reimbursement or non-solicitation provisions, substantially increases the likelihood that a debtor will secure a contractually committed bidder at a price the debtor believes is fair and reasonable, while allowing the debtor to have the opportunity to enhance the value of its assets through an auction process. The inclusion of such bid protections has become an established practice as part of the auction process in chapter 11 cases. In approving bidding incentives similar to the Stalking Horse Payments, courts in this district have referred to the "business judgment rule," which proscribes judicial second-guessing of good-faith decisions made by a corporation's board of directors exercising its business judgment. *See In re Integrated Res.*, 135 B.R. at 753 ("[T]he business judgment of the Debtor is the standard applied under the law in this district."); *see also In re Metaldyne Corp.* 409 B.R. 661, 667 (Bankr. S.D.N.Y. 2009) ("[T]he Court is guided by the decisions in this jurisdiction emphasizing that the Court should not substitute its business judgment for that of the Debtors."); *In re 995 Fifth Ave. Assocs., L.P.*, 96 B.R. 24, 28 (Bankr. S.D.N.Y. 1989) (bidding incentives may be "legitimately necessary to convince a white knight to enter the bidding by providing some form of compensation for the risks it is undertaking") (citation omitted).

43. In considering the validity of a break-up fee, courts in this district consider: (a) whether the relationship between the parties who negotiated the fee is tainted by self-dealing or manipulation; (b) whether the fee hampers rather than encourages bidding and (c) whether the amount of the fee is reasonable relative to the proposed purchase price. *In re Integrated Res.*, 147 B.R. at 657.

44. The Stalking Horse Payments are the product of extensive arm's-length negotiations conducted in good faith between the Seller Parties and the Stalking Horse Purchaser, and are essential to securing the Stalking Horse Purchaser's involvement in the Auction as the "stalking horse bidder." The Stalking Horse Payments reflect the time spent, efforts made, and resources expended by the Stalking Horse Purchaser and its advisors in the due diligence and good faith negotiations that culminated in the Stalking Horse Purchase Agreement. The Stalking Horse Payments are reasonable and well within the market for such fees, with the \$8,310,000 break-up fee representing approximately 3% of the Transaction Value and up to \$5,540,000 in documented expense reimbursements representing approximately 2% of the Transaction Value. The amount of the Stalking Horse Payments will not discourage or deter active bidding from other potential bidders. Rather, the Stalking Horse Payments preserve the opportunity to sell the Transferred Assets without delay to a committed bidder bound by contract to purchase such assets at a fair and reasonable price, while providing the Debtors with the opportunity to obtain even greater benefits for their estates through a competitive bidding process, including by executing the Bundled Transaction Termination Right and pursuing a Bundled Transaction. As proposed here, the Stalking Horse Payments are "reasonably related to the bidder's efforts and the transaction's magnitude." *In re Integrated Res.*, 147 B.R. at 662-63. Further, the bid protections granted in other cases in this district demonstrate that a break-up fee

of approximately 3% of the Transaction Value and expense reimbursements of up to approximately 2% of the Transaction Value are reasonable in relation to the overall proposed purchase price. *See, e.g., In re Tronox Inc.*, Case No. 09-10156 (ALG) (Bankr. S.D.N.Y. Sept. 23, 2009) (approving break-up fee of \$12.45 million, equal to 3% of sales proceeds, and expense reimbursement of up to \$3 million); *In re Chrysler LLC*, 2009 WL 1360869, at \*3, \*8 (approving break-up fee of \$35 million, approximately 1.75% of cash portion of purchase price, and noting that such a fee was comparable to similar fees in comparable transactions); *In re Lehman Bros. Holdings Inc.*, Case No. 08-13555 (JMP) (Bankr. S.D.N.Y. Sept. 17, 2008) (approving break-up fee of \$100 million, approximately 5.9% of the purchase price, and expense reimbursement up to a cap of \$25 million); *In re Fortunoff Fine Jewelry and Silverware, LLC*, Case No. 08-10353 (JMP), 2008 WL 618983, at \*2-3 (Bankr. S.D.N.Y. Feb. 22, 2008) (approving break-up fee of 2.8% and noting previous approval of expense reimbursement up to a cap of \$1 million); *In re MSR Resort Hotel LP*, Case No. 11-10372 (SHL) (Bankr. S.D.N.Y. Dec. 20, 2011) (approving break up fee equal to 3% of purchase price). Finally, the flexibility granted to the Debtors through the Bundled Transaction Termination Right further warrants the Stalking Horse Payments.

45. Courts have considered break-up fees to be administrative expenses of debtors' estates, as they are "an actual and necessary cost and expense of preserving the debtor's estate within the meaning of sections 503(b) and 507(a)(2) of the Bankruptcy Code." *See In re Ray Realty Fulton, Inc.*, Case No. 09-41225, 2009 WL 2600760, at \*1 (Bankr. E.D.N.Y. Aug. 21, 2009). *See also In re Chrysler LLC*, 2009 WL 1360869, at \*3; *In re Lehman Bros. Holdings Inc.*, Case No. 08-13555 (JMP) (Bankr. S.D.N.Y. Sept. 17, 2008) (break-up fee, if triggered, deemed an actual and necessary cost and expense of preserving the debtors' estates,

within the meaning of section 503 of the Bankruptcy Code); *In re Fortunoff Fine Jewelry and Silverware, LLC*, 2008 WL 618983, at \*2 (purchasers granted an allowed administrative claim in the debtors' chapter 11 cases in an amount equal to the break-up fee).

46. For the reasons set forth above, including the extensive arm's-length and good faith negotiations of the parties and the reasonableness of the amount of the Stalking Horse Payments relative to the purchase price, the Debtors request that the payment of the Stalking Horse Payments under the conditions set forth in the Stalking Horse Purchase Agreement be approved as an administrative expense with priority pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code.

47. The Debtors submit that the factors used by the courts to determine the appropriateness of a break-up fee are similarly applicable in considering the limited non-solicitation provisions in section 5.2 the Stalking Horse Purchase Agreement. These provisions prohibit the Debtors from soliciting competing bids for the Transferred Assets (a) on a standalone basis (i) prior to the entry of the Bidding Procedures Order and (ii) if the Debtors select the Stalking Horse Purchaser as the Successful Bidder, during the period following such selection until a valid termination of the Stalking Horse Purchase Agreement and (b) after June 6, 2013 as part of a Bundled Transaction if the Debtors do not exercise the Bundled Transaction Termination Right on or prior to such date (collectively, the "**Non-Solicitation Periods**"), and are more than reasonable under the circumstances.

48. As described herein, the Non-Solicitation Periods are limited in duration, and allow for a competitive bidding process in respect of a sale of the Business. The Stalking Horse Purchase Agreement contains certain carve-outs from the Non-Solicitation Periods for discussions regarding a plan of reorganization that contemplates the retention of the Business in



the event the Stalking Horse Purchase Agreement is terminated. Additionally, prior to the Bundled Transaction Outside Date, the Debtors are free to discuss and otherwise pursue a disposition of the Business as part of a larger transaction involving the disposition of other operating businesses. The Non-Solicitation Periods will not in any way infringe on the Debtors' ability to conduct a fulsome process to encourage competition at the Auction since the Debtors will have 35 days, from entry of the Bidding Procedures Order until the Bid Deadline, to further market the Transferred Assets.

49. The proposed Bid Protections are a valid exercise of the Debtors' business judgment to provide a reasonable bidding incentive necessary to ensure the Stalking Horse Purchaser's participation as the "stalking horse" in the auction process, particularly in light of the additional competition for the Stalking Horse Purchaser as a result of the Bundled Transaction Termination Right. The proposed Bid Protections have been contemplated and negotiated in good faith, with no self-dealing or manipulation of the sale process. The Bid Protections are fair, reasonable, comparable to protections approved in similar cases and will not diminish the Debtors' estates or hamper bidding.

**C. The Assignment Procedures Comply with Bankruptcy Rules 6006 and 9014**

50. As a procedural matter, "[a] proceeding to assume, reject, or assign an executory contract or unexpired lease . . . is governed by Rule 9014." Fed. R. Bankr. P. 6006(a). Bankruptcy Rule 9014 provides that: "In a contested matter not otherwise governed by these rules, relief shall be requested by motion, and reasonable notice and opportunity for hearing shall be afforded the party against whom relief is sought." Fed. R. Bankr. P. 9014(a). The notice and hearing requirements for contested matters under Bankruptcy Rule 9014 are satisfied if appropriate notice and an opportunity for hearing are given in light of the particular circumstances. *See* 11 U.S.C. § 102(1)(A) (defining "after notice and a hearing" or a similar

phrase to mean such notice and an opportunity for hearing “as [are] appropriate in the particular circumstances”).

51. The Assignment Procedures provide that, prior to the hearing, the Debtors will serve each Non-Debtor Counterparty with the Assignment Notice, this Motion and the Proposed Sale Order. The Non-Debtor Counterparties must make all objections to the proposed Cure Costs and assumption and/or assignment of their respective contracts, including objections to the adequate assurance of future performance of obligations, by the Contract Objection Deadline. These notices and opportunities to be heard satisfy the requirements of Bankruptcy Rules 6006(a) and 9014.

52. Under Bankruptcy Rule 6006(e), a debtor may join requests for authority to assume and assign or reject multiple executory contracts in one motion, subject to Bankruptcy Rule 6006(f). Fed. R. Bankr. P. 6006(e). Bankruptcy Rule 6006(f) sets forth six requirements that a motion to assume or reject multiple executory contracts must satisfy. The motion shall:

- (1) state in a conspicuous place that parties receiving the motion should locate their names and their contracts or leases listed in the motion;
- (2) list parties alphabetically and identify the corresponding contract or lease;
- (3) specify the terms, including the curing of defaults, for each requested assumption or assignment;
- (4) specify the terms, including the identity of each assignee and the adequate assurance of future performance by each assignee, for each requested assignment;
- (5) be numbered consecutively with other omnibus motions to assume, assign, or reject executory contracts or unexpired leases and

(6) be limited to no more than 100 executory contracts or unexpired leases.

Fed. R. Bankr. P. 6006(f).

53. The Assignment Procedures satisfy Bankruptcy Rule 6006(f). The clear purpose of Bankruptcy Rule 6006(f) is to protect the due process rights of counterparties to the Debtors' executory contracts. Non-Debtor Counterparties must be able to locate their contracts and readily determine whether their contracts are being assumed or rejected. The Assignment Notice and any Additional Assignment Notices comply with the notice and due process requirements of Bankruptcy Code 6006(f). The Assignment Notice, together with all Additional Assignment Notices, will list all contracts the Debtors seek to assume and assign, or assign, as applicable, and set forth the proposed Cure Costs for each such contract.

54. Under the circumstances, given the number of contracts the Debtors may seek to assume and assign, or assign, as applicable, in connection with the Sale, obtaining Court approval of each assumption and assignment would impose unnecessary and costly administrative burdens on the Debtors and the Court. Therefore, the Debtors request approval of the Assignment Procedures as the most efficient and economical way for the Debtors to assume and assign, or assign, as applicable, the Designated Debtor Contracts while providing the Non-Debtor Counterparties with fair and reasonable notice and opportunity for hearing.

**D. Approval of the Sale of Assets Free and Clear of Liens and Other Interests is Appropriate and in the Best Interests of the Debtors' Estates, Creditors and All Parties in Interest**

*i. The Sale of the Debtor Transferred Assets is Justified by Good and Sound Business Reasons*

55. Sale of estate property other than in the ordinary course of business is governed by section 363(b)(1) of the Bankruptcy Code. Section 363(b)(1) provides, in relevant

part, “the trustee, after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). A court has discretion to approve a sale of assets pursuant to section 363(b) of the Bankruptcy Code if it finds a good business reason for the transaction. *In re Chrysler LLC*, 576 F.3d 108, 114 (2d Cir. 2009) (the “good business reason” requirement “balance[s] the competing concerns of efficiency against the safeguards of the Chapter 11 process.”), *vacated as moot*, 130 S. Ct. 1015 (2009) (mem.); *Motorola, Inc. v. Official Comm. of Unsecured Creditors (In re Iridium Operating LLC)*, 478 F.3d 452, 466-67 (2d Cir. 2007) (noting that the “good business reason” standard governs section 363(b) asset sales in this circuit, and upholding a sale for which the bankruptcy court identified a proper business justification); *Licensing by Paolo, Inc. v. Sinatra (In re Gucci)*, 126 F.3d 380, 387 (2d Cir. 1997) (sale outside the ordinary course of business may occur if there is a good business reason to support such sale); *Comm. Of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1066-1070 (2d Cir. 1983) (the court must present “some articulated business justification, other than appeasement of major creditors, for using, selling or leasing property out of the ordinary course of business,” and the policies underlying the bankruptcy statute support allowing the court “considerable discretion”); *In re GSC, Inc.*, 453 B.R. at 156 (a court has “considerable discretion” to approve any sale for which a good business reason exists).

56. The Seller Parties’ entry into the Purchase Agreement, and the Sale, are supported by good and sound business reasons. As set forth above, the Business has little strategic importance to the Debtors’ long-term business model, nor does it fit with the Debtors’ strategic goals. Moreover, the Business requires additional investment at a time when the Debtors are shifting away from their digital capture businesses to focus on their profitable

growth businesses. As a result of the Debtors' emergence business strategy, there is a diminished strategic imperative for the Debtors to maintain the Business as part of the relationship with their imaging customers. The Sale of the Business is also a significant step towards emergence from chapter 11, in that it will monetize assets to finance emergence and will be a significant step towards satisfying one of the key conditions to converting the supplemental post-petition financing into exit financing.

57. The Debtors believe the Purchase Agreement will maximize the value of the Business, and is the best available transaction for the Debtors' estates based on the existing offers. The proposed sale of the Debtor Transferred Assets does not benefit any insider, nor does it unfairly favor any creditor or other party in interest. The Stalking Horse Purchase Agreement was proposed, negotiated and entered into by the Seller Parties and the Stalking Horse Purchaser without collusion, in good faith and from arm's-length negotiation positions, and the Alternate Standalone Transaction Document(s), if applicable, will have been entered into by the Seller Parties and the Successful Bidder without collusion, in good faith and from arm's-length negotiation positions pursuant to the Proposed Bidding Procedures. A sale of the Debtor Transferred Assets will result in financial benefit to the Debtors' estates.

58. As discussed herein and in the Hart Declaration, the Debtors have been engaged in extensive public marketing of the Business over an extended period of time. Over the course of this marketing process, a range of interested parties were contacted and given access to due diligence materials and the opportunity to submit bids. The Stalking Horse Purchase Agreement and the proposed Auction will further ensure not only that fair and reasonable value will be received, but that the Purchaser's purchase price will be the highest or best under the circumstances. Accordingly, under these circumstances, authorizing the Seller

Parties to sell the Debtor Transferred Assets pursuant to the terms of the Purchase Agreement is justified by sound business reasons, is in the best interest of the Debtors, their estates, creditors and all parties in interest and should be approved by the Court.

*ii. The Sale of the Debtor Transferred Assets Should Be Free and Clear of Interests*

59. The Seller Parties propose to sell their right, title and interest in the Debtor Transferred Assets to the Purchaser free and clear of all Interests, except for and subject to Permitted Encumbrances, with such Interests to attach to the proceeds of the sale of the Debtor Transferred Assets, subject to any applicable rights and defenses of the Debtors and other parties in interest. The sale of estate property free and clear of any interest is governed by section 363(f) of the Bankruptcy Code, which provides, in relevant part:

The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if –

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

60. Section 363(f) of the Bankruptcy Code is disjunctive: approval of a proposed sale of assets free and clear of interests requires only that one of the five requirements be satisfied with respect to each such interest. *In re Borders Group, Inc.*, 453 B.R. 477, 483 (Bankr. S.D.N.Y. 2011); *see also In re General Bearing Corp.*, 136 B.R. 361, 368 (Bankr.

S.D.N.Y. 1992) (noting that the debtor did not meet the requirements of section 363(f)(3) or “any other factor” that would authorize a sale free and clear of all interests).

61. One or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code apply to each creditor or to each Interest in the Debtor Transferred Assets asserted by each creditor. Holders of Interests who either did not object or who withdrew their objections to the Sale or the Motion will be deemed to have given consent to the Motion and Sale pursuant to section 363(f)(2) of the Bankruptcy Code. One or more of the other subsections of section 363(f) of the Bankruptcy Code apply to those holders who object to the Motion or Sale, or to all of their Interests.

62. A Sale free and clear of Interests is required to maximize the value of the Transferred Assets. If the Debtor Transferred Assets were not to be sold free and clear of all Interests, or if the Stalking Horse Purchaser or its assets (including the Debtor Transferred Assets) would, or in the future could, be liable for any such Interest (except for and subject to Permitted Encumbrances), including the EPM Non-Compete, the Stalking Horse Purchaser would not have entered into the Stalking Horse Purchase Agreement, and would not consummate the Sale. Moreover, a sale of the Debtor Transferred Assets, other than one free and clear of all Interests (except for and subject to Permitted Encumbrances), would provide substantially less value and certainty for the Debtors’ estates, with less certainty than the proposed Sale. A Sale free and clear of Interests (except for and subject to Permitted Encumbrances) is especially appropriate because any lien or claim on, in, to or against the Debtor Transferred Assets existing immediately prior to the closing of the Sale will attach to the sale proceeds with the same validity, priority, force and effect as it had at such time, subject to the rights and defenses of the

Debtors or any party in interest. The Debtors submit that holders of Interests, if any, will be sufficiently protected by the availability of the proceeds of the sale to satisfy their Interests.

*iii. The Sale of the Debtor Transferred Assets Should Be Free and Clear of the EPM Non-Compete and Does Not Bind the Purchaser*

63. Although the A&R MSA purports to bind “successors and assigns,” the Purchaser is not a “successor” or “assign” of Kodak as defined in the A&R MSA. For purposes of the EPM Non-Compete, “successors or assigns” is defined as “includ[ing] any Person who may acquire any of the film manufacturing operations of [Kodak], whether by merger, consolidation, succession, purchase or other transfer.” A&R MSA § 1.4(b)(ii). Under this proviso, a “successor” or “assign” refers to a successor of the micrographics business. Here, the Purchaser will not acquire “any of [Kodak’s] film manufacturing operations,” and the A&R MSA is not being assigned to Purchaser. The Purchaser is therefore not a “successor” or “assign” for purposes of the A&R MSA and would not be bound by the EPM Non-Compete.

64. This reading of the A&R MSA, which focuses on the micrographics business in its totality, is consistent with New York law. New York courts routinely draw on principles of successor liability to determine who is a “successor” for other purposes. *See Ananta Grp., Ltd. v. Jones Apparel Grp., Inc.*, 2001 WL 648926, at \*6 n.5 (S.D.N.Y. June 11, 2001) (noting that “while few cases describe what it means to be a successor, many cases describe the requirements for successor liability”). New York courts focus on, *inter alia*, whether “a successor firm acquires *substantially all* of the predecessor’s assets and carries on *substantially all* of the predecessor’s operations.” *Agua Lenders Recovery Grp. LLC v. Suez, S.A.*, 585 F.3d 696, 702 (2d Cir. 2009) (emphasis added) (citation omitted). The Purchaser will not be a “successor” to Kodak under New York law because it will acquire only the Business, as opposed to “substantially all” of Kodak’s operations, and thus the EPM Non-Compete would not



bind the Purchaser. For the foregoing reasons, the Debtors respectfully submit that the Purchaser is not bound by the EPM Non-Compete. Moreover, to the extent that EPM has an Interest in the Transferred Assets, the Transferred Assets may be sold free and clear of the EPM Non-Compete as an interest in bona fide dispute. *See* 11 U.S.C. § 363(f)(4). The fact a dispute exists between EPM and the Debtors regarding whether EPM has an Interest in the Transferred Assets satisfies the requirement under section 363(f)(4) of the Bankruptcy Code. *See In re Octagon Roofing*, 123 B.R. 583, 590 (Bankr. N. D. Ill. 1990) (noting that the standard of what constitutes a “bona fide dispute” within the meaning section 363(f)(4) of the Bankruptcy Code is “merely whether [a dispute] exists”, “a court need not determine the probable outcome of the dispute”).

**E. The Stalking Horse Purchaser is a Good Faith Purchaser and Should be Granted the Full Protection of Bankruptcy Code Section 363(m) and the Stalking Horse Purchase Agreement is Not the Subject of Collusive Bidding Under Bankruptcy Code Section 363(n)**

65. The Seller Parties and Stalking Horse Purchaser have proceeded in good faith in all respects in connection with the Stalking Horse Purchase Agreement and this proceeding. The Debtors submit that the Stalking Horse Purchaser is a “good-faith purchaser” within the meaning of section 363(m) of the Bankruptcy Code and is entitled to all of the protections afforded thereby. Although the meaning of “good-faith purchaser” is not defined in the Bankruptcy Code, most courts have adopted a traditional equitable definition: “one who purchases the assets for value, in good-faith and without notice of adverse claims.” *In re Gucci*, 126 F.3d 380, 389 (2d Cir. 1997) (quoting *Willemain v. Kivitz*, 764 F.2d 1019, 1023 (4th Cir. 1985). The requirement of good faith in the context of a bankruptcy sale refers to “the integrity of [the purchaser’s] conduct in the course of the sale proceedings.” *Id.* (quoting *In re Rock Industries Machinery Corp.*, 572 F.2d 1195, 1198 (7th Cir. 1978)); *In re Pisces Leasing Corp.*, 66 B.R. 671, 673 (E.D.N.Y. 1986) (examining facts of each case, concentrating on “integrity of

[an actor's] conduct during the sale proceedings" (quoting *In re Rock Indus. Mach. Corp.*, 572 F.2d at 1198); see also *In re Sasson Jeans, Inc.*, 90 B.R. 608, 610 (S.D.N.Y. 1988) (quoting *In re Bel Air Assocs., Ltd.*, 706 F.2d 301, 305 (10th Cir. 1983)).

66. Bankruptcy Code section 363(m) protects a good-faith purchaser's interest in property purchased from a debtor notwithstanding that the sale conducted under Bankruptcy Code section 363(b) is later reversed or modified on appeal. Specifically, section 363(m) states that:

The reversal or modification on appeal of an authorization under [section 363(b)] . . . does not affect the validity of a sale . . . to an entity that purchased . . . such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale . . . were stayed pending appeal.

11 U.S.C. § 363(m). Section 363(m) "affords 'finality to judgment by protecting good faith purchasers, the innocent third parties who rely on the finality of bankruptcy judgments in making their offers and bids.'" *Reloeb Co. v. LTV Corp (In re Chateaugay Corp.)*, No. 92 Civ. 7054 (PKL), 1993 WL 159969, at \*3 (S.D.N.Y. May 10, 1993) (quoting *In re Stadium Mgmt. Corp.*, 895 F.2d 845, 847 (1st Cir. 1990)); see also *Allstate Ins. Co. v. Hughes*, 174 B.R. 884, 888 (S.D.N.Y. 1994) ("Section 363(m) . . . provides that good faith transfers of property will not be affected by the reversal or modification on appeal of an unstayed order, whether or not the transferee knew of the pendency of the appeal"); *In re Stein & Day, Inc.*, 113 B.R. 157, 162 (Bankr. S.D.N.Y. 1990) ("pursuant to 11 U.S.C. § 363(m), good faith purchasers are protected from the reversal of a sale on appeal unless there is a stay pending appeal").

67. For a party to demonstrate a lack of good faith, the courts in this Circuit have required a showing of misconduct, such as fraud, collusion between a proposed buyer and the debtor in possession or other bidders, or an attempt to take "grossly unfair advantage of other bidders." See *Kabro Assocs. of West Islip, LLC v. Colony Hill Assocs. (In re Colony Hill*

*Assocs.*), 111 F.3d 269, 276 (2d Cir. 1997) (citing *In re Rock Industries Machinery Corp.*, 572 F.2d at 1198); *see also In re Bakalis*, 220 B.R. 525, 537 (Bankr. E.D.N.Y. 1998); *Marin v. Coated Sales, Inc. (In re Coated Sales, Inc.*, Case No. 89-3704 (KMW), 1990 WL 212899, at \*2 (S.D.N.Y. Dec. 13, 1990).

68. The Stalking Horse Purchaser will be purchasing the Transferred Assets for fair and reasonable consideration. As described in the Hart Declaration, the Stalking Horse Purchase Agreement was the product of a lengthy marketing process and extensive arm's-length, good faith negotiations, in which both the Stalking Horse Purchaser and Seller Parties have invested significant time, effort and resources in the negotiation and drafting of the Stalking Horse Purchase Agreement. Throughout the sale process, the Stalking Horse Purchaser has acted in "good faith" within the meaning of section 363(m) of the Bankruptcy Code, and is entitled to the protections set forth in that section.

69. The Stalking Horse Purchase Agreement is not the result of collusion and there are no indicia of bad faith between bidders. Furthermore, the sale price under the Stalking Horse Purchase Agreement has not been and will not be controlled by an agreement between potential or actual bidders within the meaning of section 363(n) of the Bankruptcy Code. The Stalking Horse Purchaser is neither an "affiliate" nor an "insider" of any of the Debtors, as those terms are defined in sections 101(2) and 101(31) of the Bankruptcy Code, respectively. As described above, the consideration to be received by the Seller Parties pursuant to the Stalking Horse Purchase Agreement is substantial, fair and reasonable. Neither the Debtors nor the Stalking Horse Purchaser has engaged in conduct that would in any way tend to hinder, delay or defraud creditors or impose costs and damages under section 363(n) of the Bankruptcy Code or otherwise.

70. Accordingly, the Debtors request that the Court make a finding at the Sale Hearing that the Stalking Horse Purchase Agreement was negotiated at arm's-length and order that the Stalking Horse Purchaser is entitled to the full protections of section 363(m) of the Bankruptcy Code. The Debtors further request the Court find that the Stalking Horse Purchase Agreement is not the subject of collusive bidding under section 363(n) of the Bankruptcy Code and that the Seller Parties and the Stalking Horse Purchaser have not engaged in any conduct that would cause or permit the Stalking Horse Purchase Agreement or any of the transactions contemplated thereby to be avoided.

71. If the Stalking Horse Purchaser is not the Successful Bidder at the Auction, the Seller Parties will demonstrate at the Sale Hearing that the Alternate Purchaser(s) has/have proceeded in good faith in connection with the acquisition of substantially all of the assets of the Business and the negotiation of the Alternate Standalone Transaction Documents, and should be entitled to the full protections of section 363(m) of the Bankruptcy Code. The Seller Parties will also demonstrate that the Alternate Standalone Transaction Documents will not be the result of collusion and should not be avoided under Bankruptcy Code section 363(n).

**F. Assumption and/or Assignment of the Debtor Contracts Is in the Best Interests of the Debtors' Estates, Creditors and All Parties in Interest**

*i. Assumption and/or Assignment of the Debtor Contracts is Justified by Debtor's Business Judgment*

72. The Debtors seek authority to assume and/or assign all of the Designated Debtor Contracts that are executory contracts or unexpired leases of the debtor within the meaning of section 365(b) of the Bankruptcy Code (the "**365 Debtor Contracts**") upon payment of any applicable the Cure Costs, pursuant to the Assignment Procedures. To the extent that any Designated Debtor Contract is not a 365 Debtor Contract and is not otherwise capable of being assumed and assigned under section 365 of the Bankruptcy Code, the Debtors seek authority to

assign such Designated Debtor Contract pursuant to section 363 of the Bankruptcy Code.

Furthermore, the Debtors, as the corporate parents of the Non-Debtor Subsidiary Sellers, seek the authority under section 363 of the Bankruptcy Code to cause the Non-Debtor Subsidiary Sellers to assign any of their contracts to the Stalking Horse Purchaser or Alternate Purchaser(s) pursuant to applicable nonbankruptcy law. Section 365 of the Bankruptcy Code allows a debtor to maximize the value of its estate by assuming executory contracts or unexpired leases that benefit the estate and by rejecting those that do not. 11 U.S.C. § 365(a); *see COR Route 5 Co., LLC v. The Penn Traffic Co. (In re The Penn Traffic Co.)*, 524 F.3d 373, 382 (2d Cir. 2008). Courts defer to a debtor's business judgment in determining whether an executory contract or unexpired lease should be assumed. *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures)*, 4 F.3d 1095, 1099 (2d Cir. 1993); *see also In re Riodizio, Inc.*, 204 B.R. 417, 424 (Bankr. S.D.N.Y. 1997) (“[A] court will ordinarily defer to the business judgment of the debtor's management”). Further, the “business judgment” standard merely requires debtors to establish that the requested assumption will benefit the estate. *See In re Penn Traffic Co.*, 524 F.3d 373, 383 (2d Cir. 2008) (business judgment test “rather obviously presupposes that the estate will assume a contract only where doing so will be to its economic advantage”); *see also Westbury Real Estate Ventures, Inc. v. Bradlees, Inc. (In re Bradlees Stores, Inc.)*, 194 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996) (“the court must examine the contract and circumstances and apply its best ‘business judgment’ to determine if the assumption or rejection would be beneficial or burdensome to the estate”). Upon finding that a debtor has exercised sound business judgment, Courts approve assumption or rejection under section 365(a) of the Bankruptcy Code. *In re Child World, Inc.*, 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992) (stating that a debtor may assume or reject an unexpired lease under section 365(a) in the exercise of its “business

judgment”). Courts generally will not second guess a debtor’s business judgment concerning the assumption of an executory contract. *See In re Paolo Gucci*, 193 B.R. 411, 414-15 (S.D.N.Y. 1996); *see also In re Sharon Steel Corp.*, 872 F.2d 36, 40 (3d Cir. 1989).

73. The Debtors’ decision to assume and assign, or assign, as applicable, the Designated Debtor Contracts pursuant to the Assignment Procedures and the terms of the Sale satisfy the requirements of the Bankruptcy Code and are supported by the Debtors’ reasonable business judgment. Because the Seller Parties are selling the Transferred Assets, the Seller Parties cannot continue to perform under many of the Debtor Contracts after the Sale, and by assuming and assigning, or assigning, as applicable, the Designated Debtor Contracts, the Debtors will achieve the positive result of avoiding rejection damages claims from such contract counterparties. 11 U.S.C. § 365(k) (“Assignment by the [debtor] to an entity of a contract . . . assumed under [section 365] relieves [the debtor] from any liability for any breach of such contract . . . occurring after such assignment.”). Cure Costs under the 365 Debtor Contracts are a mere fraction of the consideration received in the Sale. Assuming and assigning, as applicable, the Designated Debtor Contracts maximizes the benefit of the Sale to the Debtors’ estates, creditors and all parties in interest and is a sound exercise of the Debtors’ business judgment.

*ii. The Debtors Will Cure Defaults and Provide Adequate Assurance of Future Performance of the Designated Debtor Contracts*

74. Section 365 of the Bankruptcy Code authorizes the assumption and assignment of contracts, provided that the defaults under such contracts are cured and adequate assurance of future performance is provided. *See* 11 U.S.C. §§ 365(b)(1), 365(f)(2). The words “adequate assurance of future performance” must be given a practical, pragmatic construction in light of the proposed assumption. *In re Fleming Cos.*, 499 F.3d 300, 307 (3d Cir. 2007); *In re Natco Indus., Inc.*, 54 B.R. 436, 440 (Bankr. S.D.N.Y. 1985) (adequate assurance of future

performance does not mean absolute insurance). Among other things, adequate assurance may be given by demonstrating the assignee's financial health and experience in managing the type of enterprise or property assigned. *See In re Bygaph, Inc.*, 56 B.R. 596, 605-06 (Bankr. S.D.N.Y. 1986) (adequate assurance of future performance is present when prospective assignee has financial resources and devotes sufficient funding to support success).

75. Here, the Debtors have agreed pursuant to section 2.1(h) of the Stalking Horse Purchase Agreement to pay the Cure Costs in connection with the Assigned Contracts. Furthermore, the Assignment Procedures provide the Non-Debtor Counterparties with proper notice of and an opportunity to object to the proposed Cure Costs. In addition, the Non-Debtor Counterparties can be assured of future performance by the Purchaser. The Stalking Horse Purchaser has experience in the industry, financial credibility, sufficient working capital to operate the Business, and both the intent and proven access to resources to satisfy all obligations required under the Designated Debtor Contracts. Furthermore, pursuant to the Bidding Procedures, all Qualified Bidders other than the Stalking Horse Purchaser must submit a Qualified Bid including, among other things, evidence of such Qualified Bidder's ability to comply with section 365 of the Bankruptcy Code, including providing adequate assurance of such Qualified Bidder's ability to perform in the future any contracts or leases proposed in its bid to be assumed by the Debtors and assigned or subleased to the Qualified Bidder. Therefore, any Alternate Purchaser(s) of the Stalking Horse Purchaser will have provided adequate assurance of future performance prior to the Auction. Non-Debtor Counterparties will have the opportunity to evaluate and, if necessary, challenge the ability of the Stalking Horse Purchaser or any Alternate Purchaser(s) to provide adequate assurance of future performance under the Designated Debtor Contracts.

76. Based upon the foregoing, the Debtors submit that Non-Debtor Counterparties, to the extent required, have received “adequate assurance of future performance” within the meaning of section 365(f)(2) of the Bankruptcy Code and that the Assignment Procedures provide, to the extent required, for payment of Cure Costs to the Non-Debtor Counterparties. Thus, the Debtors submit that the assumption and assignment of the Designated Debtor Contracts as set forth herein should be approved.

*iii. All Anti-Assignment Provisions in the Designated Debtor Contracts are Unenforceable*

77. To assist in the assumption and/or assignment of all 365 Debtor Contracts, the Debtors request that the Proposed Sale Order provide that certain anti-assignment provisions in the 365 Debtor Contracts shall not restrict, limit or prohibit the assumption and assignment, or assignment, as applicable, of the 365 Debtor Contracts and that such provisions are deemed and found to be unenforceable within the meaning of section 365(f) of the Bankruptcy Code. Section 365(f)(1), by operation of law, invalidates provisions that prohibit, restrict, or condition assignment of an executory contract or unexpired lease. *See, e.g., Coleman Oil Co., Inc. v. Circle K Corp. (In re Circle K Corp.)*, 127 F. 3d 904, 910–11 (9th Cir. 1997) (“no principle of bankruptcy or contract law precludes us from permitting the Debtors here to extend their leases in a manner contrary to the leases’ terms, when to do so will effectuate the purposes of section 365.”), cert. denied, 522 U.S. 1148 (1998). Section 365(f)(3) goes beyond the scope of section 365(f)(1) by prohibiting enforcement of any clause creating a right to modify or terminate the contract or lease upon a proposed assumption or assignment thereof. *See, e.g., In re Jamesway Corp.*, 201 B.R. 73 (Bankr. S.D.N.Y. 1996) (finding that section 365(f)(3) prohibits enforcement of any lease clause creating right to terminate lease because it is being assumed or assigned,



thereby indirectly barring assignment by debtor; all lease provisions, not merely those entitled anti-assignment clauses, are subject to court's scrutiny regarding anti-assignment effect).

**G. Notice of the Proposed Sale and the Proposed Dates for the Bidding and Objection Deadlines and the Sale Hearing Are Reasonable Under the Circumstances**

78. Bankruptcy Rules 2002(a) and (c), Local Rule 6004-1 and the Amended Case Management Procedures require the Debtors to give notice to certain creditors of any proposed sale of their assets, including a disclosure of the time and place of the Sale Hearing, the terms and conditions of the sale and the filing deadline for any related objections. The Debtors submit that the Sale Notice fully complies with Bankruptcy Rule 2002, Local Rule 6004-1 and the Amended Case Management Procedures, as applicable, and includes information sufficient to (a) enable interested parties to bid on the Transferred Assets pursuant to the Proposed Bidding Procedures and by the Bid Deadline (as defined in the Proposed Bidding Procedures) and (b) inform such parties of the Sale Hearing and the related Objection Deadlines.

79. The notice to be provided through the Sale Notice and the method of service proposed herein and the notice to be provided through the Publication Notice are appropriate and are reasonably calculated to provide all interested parties with timely and proper notice of the Proposed Bidding Procedures, the Auction and the Sale. As such, the Sale Notice and the Publication Notice fully comply with the requirements set forth in the Amended Case Management Procedures and Bankruptcy Rule 2002(a), as applicable, and constitute good and adequate notice of the Proposed Bidding Procedures and the subsequent proceedings related thereto, including the proposed dates for (a) the Bid Deadline; (b) the Objection Deadlines and (c) the Sale Hearing. Therefore, the Debtors respectfully request the Court to approve the proposed Notice Procedures. The Debtors further submit that the proposed dates for the Objection Deadlines are reasonable and appropriate under the circumstances. The Debtors

submit that no other notice beyond that described above is required in connection with the Bidding Process and Sale.

**Request for Relief Under Bankruptcy Rule 6004(h)**

80. Pursuant to Bankruptcy Rule 6004(h), unless the court orders otherwise, all orders authorizing the sale of property pursuant to section 363 of the Bankruptcy Code are automatically stayed for 14 days after entry of such order. Fed. R. Bankr. P. 6004(h). Furthermore, pursuant to Bankruptcy Rule 6006(d), unless the court orders otherwise, all orders authorizing the assignment of an executory contract or unexpired lease pursuant to section 365(f) of the Bankruptcy Code are automatically stayed for 14 days after entry of such order. Fed. R. Bankr. P. 6006(d). Bankruptcy Rule 6004(h) is designed to provide sufficient time for an objecting party to appeal before the order is implemented. Fed. R. Bankr. P. 6004(h) advisory committee's note. Bankruptcy Rule 6006(d) is designed for the same purpose. Fed. R. Bankr. P. 6006(d) advisory committee's note. However, time is of the essence in consummating the Sale. Therefore, it is imperative that the Proposed Sale Order be effective immediately to permit the Sale to close without any further delay by providing that the 14-day stay under Bankruptcy Rules 6004(h) and 6006(d) be waived.

**Notice**

81. Notice of this Motion, by U.S. mail with a CD-ROM copy of the Motion or by electronic mail, has been provided to the Sale Notice Parties. In addition, as soon as practicable after the filing of the Motion, the Debtors shall serve the Sale Notice and publish the Publication Notice. The Debtors respectfully submit that further notice of this Motion is neither required nor necessary.

**No Prior Request**

82. No prior motion for the relief requested herein has been made to this or any other Court

WHEREFORE, for the reasons set forth herein, the Debtors respectfully request that the Court grant the relief requested herein and further relief as is just and proper.

Dated: April 18, 2013  
New York, New York

/s/ Andrew G. Dietderich  
Andrew G. Dietderich  
Michael H. Torkin  
Alexa J. Kranzley  
SULLIVAN & CROMWELL LLP  
125 Broad Street  
New York, New York 10004  
Telephone: (212) 558-4000  
Facsimile: (212) 558-3588

- and -

Pauline K. Morgan  
Joseph M. Barry  
YOUNG CONAWAY STARGATT &  
TAYLOR, LLP  
1270 Avenue of the Americas  
Suite 2210  
New York, New York 10020  
Telephone: (212) 332-8840  
Facsimile: (212) 332-8855

Counsel to the Debtors and Debtors in  
Possession

**EXHIBIT A**

**PROPOSED BIDDING PROCEDURES ORDER**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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|   |   |                         |
|---|---|-------------------------|
| In re:  | ) | Chapter 11              |
| EASTMAN KODAK COMPANY, <i>et al.</i> , <sup>1</sup> | ) | Case No. 12-10202 (ALG) |
| Debtors.  | ) | (Jointly Administered)  |

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**ORDER (A) APPROVING BIDDING PROCEDURES FOR THE SALE OF THE DOCUMENT IMAGING BUSINESS, (B) AUTHORIZING THE STALKING HORSE BID PROTECTIONS, (C) APPROVING PROCEDURES FOR THE ASSUMPTION AND/OR ASSIGNMENT OF CERTAIN CONTRACTS, (D) APPROVING NOTICE PROCEDURES AND (E) SETTING A DATE FOR A SALE HEARING**

Upon the motion dated April 18, 2013 (the “**Motion**”)<sup>2</sup> of Eastman Kodak Company (“**Kodak**”), on behalf of itself and its affiliated debtors and debtors in possession in these chapter 11 cases (collectively, the “**Debtors**”), for orders authorizing or approving, among other things, (a)(i) the bidding procedures (in the form attached hereto as Exhibit 1, the “**Bidding Procedures**”) and the payment of the Stalking Horse Payments and compliance with the Non-Solicitation Provisions (each, as defined below) on the terms set forth in that certain Asset Purchase Agreement (the “**Stalking Horse Purchase Agreement**”) dated as of April 15, 2013 among Kodak, on behalf of itself and the Non-Debtor Subsidiary Sellers (as defined therein), the other Debtors listed on the signature pages thereto, and Brother Industries, Ltd. (the “**Stalking**

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Eastman Kodak Company (7150); Creo Manufacturing America LLC (4412); Eastman Kodak International Capital Company, Inc. (2341); Far East Development Ltd. (2300); FPC Inc. (9183); Kodak (Near East), Inc. (7936); Kodak Americas, Ltd. (6256); Kodak Aviation Leasing LLC (5224); Kodak Imaging Network, Inc. (4107); Kodak Philippines, Ltd. (7862); Kodak Portuguesa Limited (9171); Kodak Realty, Inc. (2045); Laser-Pacific Media Corporation (4617); NPEC Inc. (5677); Pakon, Inc. (3462); and Qualex Inc. (6019). The location of the Debtors’ corporate headquarters is: 343 State Street, Rochester, NY 14650.

<sup>2</sup> Capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the Stalking Horse Purchase Agreement (as defined herein) or, if not defined in the Stalking Horse Purchase Agreement, are to be given the meanings ascribed to them in the Motion.

**Horse Purchaser**”) and (ii) the form and manner of notice of the sale (the “**Sale**”) of the Transferred Assets and the procedures (the “**Assignment Procedures**”) as set forth below for the assumption and/or assignment of certain of the Debtors’ contracts (the “**Debtor Contracts**”); and (b) the Debtors’ entry into and consummation of the transactions contemplated by the Stalking Horse Purchase Agreement or Alternate Standalone Transaction Document(s) (as defined in the Bidding Procedures); and upon consideration of the *Declaration of Matthew J. Hart in Support of the Debtors’ Motion for Orders (I) (A) Approving Bidding Procedures for the Sale of the Document Imaging Business, (B) Authorizing the Stalking Horse Bid Protections, (C) Approving Procedures for the Assumption and/or Assignment of Certain Contracts, (D) Approving Notice Procedures and (E) Setting a Date for the Sale Hearing; and (II) Authorizing the (A) Debtors’ Entry into an Asset Purchase Agreement with Respect to the Sale of the Document Imaging Business, (B) Use, License and Lease of Property of the Estate in Connection Therewith, (C) Assumption and/or Assignment of Certain Contracts, (D) Debtors’ Exercise of Corporate Governance Rights and (E) Entry Into Certain Ancillary Agreements* [Docket No. [●]]; and the Court having reviewed the Motion; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor, including for the reasons stated on the record at the hearing seeking approval of the Bidding Procedures;

IT IS HEREBY FOUND AND DETERMINED THAT:<sup>3</sup>

A. The Court has jurisdiction to hear and determine the Motion and to grant the relief requested in the Motion pursuant to 28 U.S.C. § 157 and 1334.

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<sup>3</sup> Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact to the fullest extent of the law. See Fed. R. Bankr. P. 7052.

B. Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

C. The statutory and legal predicates for the relief requested in the Motion are sections 105, 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “**Bankruptcy Code**”), rules 2002, 6004 and 9018 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rule 6004-1 of the Local Rules (the “**Local Rules**”) for the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”).

D. Good and sufficient notice of the relief granted by this Order has been given and no further notice is required. A reasonable opportunity to object or be heard regarding the relief granted by this Order has been afforded to those parties entitled to notice pursuant to Bankruptcy Rule 6004(a).

E. The Bidding Procedures, in substantially the form attached hereto as Exhibit 1, are fair, reasonable and appropriate, and are designed to maximize recovery with respect to the Sale.

F. The Bidding Procedures comply with the requirements of Local Rule 6004-1.

G. The Debtors have demonstrated compelling and sound business justifications for paying the Stalking Horse Payments and complying with the Non-Solicitation Provisions (collectively, the “**Bid Protections**”), in each case on the terms set forth in the Stalking Horse Purchase Agreement, and such Bid Protections are fair and reasonable and provide a benefit to the Debtors’ estates and creditors.

H. The payment of the Stalking Horse Payments under the conditions set forth in the Stalking Horse Purchase Agreement is (a) an actual and necessary cost of preserving the

Debtors' estates, within the meaning of section 503(b) of the Bankruptcy Code, (b) of substantial benefit to the Debtors' estates and creditors and all parties in interest, (c) reasonable and appropriate and (d) necessary to induce the Stalking Horse Purchaser to enter into and to consummate the transactions contemplated by the Stalking Horse Purchase Agreement. Accordingly, to the extent the Stalking Horse Payments become due and payable, they shall constitute an administrative expense claim against the Debtors with priority pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code.

I. The Stalking Horse Purchaser would not have entered into the Stalking Horse Purchase Agreement and would not consummate the Sale if the Bid Protections and Assignment Procedures were not approved. Further, a process for the sale of the Transferred Assets that does not include the Assignment Procedures would yield substantially less value for the Debtors' estates. The Bid Protections and Assignment Procedures are in the best interests of the Debtors, their estates and creditors, and all other parties in interest.

J. The Debtors' proposed sale notice, substantially in the form attached to the Motion as Exhibit D (the "**Sale Notice**"), and the Debtors' proposed publication notice, substantially in the form attached to the Motion as Exhibit E (the "**Publication Notice**"), are each appropriate and reasonably calculated to provide all interested parties with timely and proper notice of, as applicable, the Bidding Procedures, the Assignment Procedures, the Auction and the Sale Hearing, and no other or further notice is required.

K. The Debtors' notice of assumption and/or assignment of Debtor Contracts, substantially in the form attached hereto as Exhibit 2 (the "**Assignment Notice**"), is appropriate and reasonably calculated to provide each non-Debtor party to any Debtor Contract (such parties, the "**Non-Debtor Counterparties**") with proper notice of the Assignment Procedures. The



inclusion of any Debtor Contract on an Assignment Notice does not require or guarantee that such Debtor Contract will be assumed and/or assigned and all rights of the Debtors with respect thereto are reserved.

L. No further or other notice beyond that described in the foregoing Paragraphs is required in connection with the Sale.

M. Entry of this Order is in the best interests of the Debtors and their estates, creditors, and interest holders and all other parties in interest herein; and therefore

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. All objections to the Motion, as they pertain to the entry of this Order, are overruled to the extent they have not been withdrawn, waived or otherwise resolved.

**The Bidding Procedures**

3. The Bidding Procedures are approved and incorporated by reference as if fully set forth herein.

4. The Debtors are authorized to conduct a sale of the Transferred Assets in accordance with the Bidding Procedures and the terms hereof.

5. The Debtors are authorized to conduct the Bidding Process (as defined in the Bidding Procedures) in accordance with the Bidding Procedures without the necessity of complying with any state or local bulk transfer laws or requirements applicable to the Debtors.

**Stalking Horse Bid Protections**

6. The terms and conditions provided in section 9.2 of the Stalking Horse Purchase Agreement, entitled “Break-Up Fee and Expense Reimbursement,” relating to Kodak’s payment of the Break-Up Fee and Expense Reimbursement (collectively, the “**Stalking Horse Payments**”) to the Stalking Horse Purchaser, and compliance with the non-solicitation

provisions (the “**Non-Solicitation Provisions**”) provided in section 5.2 of the Stalking Horse Purchase Agreement, entitled “Non-Solicitation Periods,” are each hereby approved; the Debtors shall implement and abide by such provisions in accordance with and to the extent provided by the Stalking Horse Purchase Agreement.

7. Kodak’s obligation to pay the Stalking Horse Payments pursuant to the Stalking Horse Purchase Agreement shall survive termination of the Stalking Horse Purchase Agreement, shall constitute an administrative expense claim with priority under sections 503(b) and 507(a)(2) of the Bankruptcy Code and shall be payable in accordance with the terms and conditions of the Stalking Horse Purchase Agreement.

#### **The Assignment Procedures**

8. The following Assignment Procedures shall govern the assumption and/or assignment of the Debtor Contracts in connection with the Sale, and any objections related thereto:

- a. At any time at least 15 days prior to the Stalking Horse Sale Hearing, the Debtors may file with this Court and serve on each Non-Debtor Counterparty (the “**Initial Assignment Notice Service**”) an Assignment Notice with respect to each Debtor Contract the Debtors have identified for potential assignment in connection with the Sale (the “**Initial Designated Debtor Contracts**”).
- b. The Assignment Notice served on a Non-Debtor Counterparty shall (i) identify each Initial Designated Debtor Contract; (ii) if such contract is a 365 Debtor Contract, list the proposed Cure Costs with respect thereto, (iii) include a statement as to the Stalking Horse Purchaser’s ability to perform the obligations thereunder and (iv) inform such Non-Debtor Counterparty of the requirement to file any Contract Objections (defined below) by the Contract Objection Deadline. Service of an Assignment Notice does not constitute an admission that a particular Debtor Contract is an executory contract or unexpired lease of real property, or confirm that the Debtors are required to assume and/or assign such Debtor Contract.
- c. Objections (the “**Contract Objections**”), if any, to (a) the proposed Cure Costs ascribed to a 365 Debtor Contract or (b) the assumption and/or

assignment of any Debtor Contract (and with respect to 365 Debtor Contracts, for purposes of section 365(c)(1) of the Bankruptcy Code, objections related to (x) adequate assurance of future performance or (y) whether applicable law excuses a Non-Debtor Counterparty from accepting performance by, or rendering performance to, the Stalking Horse Purchaser or an Alternate Purchaser, as applicable) must (i) be in writing; (ii) state with specificity the nature of such objection, and with respect to a 365 Debtor Contract, the alleged Cure Costs and any and all defaults that must be cured or satisfied in order for such 365 Debtor Contract to be assumed and assigned (with appropriate documentation in support thereof); (iii) comply with the terms of this Order, the Bankruptcy Rules and the Local Rules and (iv) be filed with this Court and properly served on the Notice Parties (as defined below) so as to be received no later than seven days prior to the Stalking Horse Sale Hearing (the “**Contract Objection Deadline**”).

- d. The Debtors may, in their sole discretion, extend the Contract Objection Deadline one or more times without further notice.
- e. If the Debtors elect to proceed with an Alternate Purchaser, each Non-Debtor Counterparty who previously received an Assignment Notice shall have five days following notice of the identification of the Alternate Purchaser to file and properly serve on the Notice Parties a Contract Objection (only as it relates to the assignment of its Debtor Contract to the Alternate Purchaser).
- f. If following the Initial Assignment Notice Service, the Debtors identify additional Debtor Contracts for potential assignment in connection with the Sale (the “**Additional Designated Debtor Contracts**” and together with the Initial Designated Debtor Contracts, the “**Designated Debtor Contracts**”), the Debtors may file with this Court and serve on the applicable Non-Debtor Counterparty of such Debtor Contract an Assignment Notice (an “**Additional Assignment Notice**”). The Non-Debtor Counterparty will have seven days following delivery of such Additional Assignment Notice to file and properly serve a Contract Objection. An Additional Assignment Notice may be delivered at any time after the Initial Assignment Notice Service and up to the ninetieth day following the consummation of the Sale.
- g. Any Non-Debtor Counterparty to a Designated Debtor Contract who fails to timely file and properly serve a Contract Objection as provided herein (i) will be deemed to have forever waived and released any Contract Objection and consented to the assumption and/or assignment of such contract on the terms set forth in the Assignment Notice, subject to consummation of the Sale and (ii) will be barred and estopped forever from asserting or claiming against the Debtors, the Stalking Horse Purchaser or an Alternate Purchaser, as applicable, that any additional

amounts are due or defaults exist, or conditions to assignment must be satisfied, under such Designated Debtor Contract. If a Contract Objection is timely filed and properly served, the Resolution Procedures (defined below) will apply.

- h. Where a Non-Debtor Counterparty files a Contract Objection or an Assignment Objection satisfying the requirements of these Assignment Procedures, the Debtors, the Stalking Horse Purchaser or an Alternate Purchaser, as applicable, and the Non-Debtor Counterparty shall meet and confer in good faith to attempt to resolve any such objection without Court intervention (the “**Resolution Procedures**”). If the applicable parties determine that the objection cannot be resolved without judicial intervention in a timely manner, this Court shall make all necessary determinations relating to such Contract Objection at a hearing scheduled pursuant to the following Paragraph.
- i. Hearing(s) with respect to Contract Objections relating to the Initial Designated Debtor Contracts, if any, may be held (i) at the Stalking Horse Sale Hearing or the Alternate Purchaser Sale Hearing or (ii) at such other earlier or later date prior to the Closing as this Court may designate, *provided, however*, that any 365 Debtor Contract that is the subject of a Contract Objection with respect solely to the amount of the Cure Cost may be assumed and assigned prior to resolution of such objection. Hearing(s) with respect to Contract Objections relating to any Additional Designated Debtor Contracts, if any, may be held (i) at the Stalking Horse Sale Hearing or the Alternate Purchaser Sale Hearing or (ii) at such other earlier or later date as this Court may designate.
- j. If the Court determines at such a hearing that a particular Debtor Contract cannot be assumed and assigned, then such Debtor Contract shall no longer be considered a Designated Debtor Contract.
- k. A timely filed and properly served Contract Objection will reserve the filing Non-Debtor Counterparty’s rights relating to the Debtor Contract, but will not be deemed to constitute an objection to the relief generally requested in the Motion with respect to the approval of the Sale.
- l. The Debtors’ assumption and/or assignment of a Designated Debtor Contract is subject to approval by this Court, consummation of the Sale and receipt of a Confirmation Notice (as defined below). Absent consummation of the Sale, receipt of a Confirmation Notice and entry of a Sale Order approving the assumption and/or assignment of the Designated Debtor Contracts, the Designated Debtor Contracts shall be deemed neither assumed nor assigned, and shall in all respects be subject to subsequent assumption or rejection by the Debtors.

m. Within ten days following assignment of any Designated Debtor Contract to the Stalking Horse Purchaser or Alternate Purchaser, the Debtors shall file with this Court and shall serve each Non-Debtor Counterparty whose Designated Debtor Contract the Debtors assumed and/or assigned with a notice of assumption and/or assignment of such Designated Debtor Contract (the “**Confirmation Notice**”). Any Designated Debtor Contract where no Confirmation Notice was served shall be deemed neither assumed nor assigned, and shall in all respects be subject to subsequent assumption or rejection by the Debtors.

9. To the extent applicable, the Court authorizes the Debtors, pursuant to Bankruptcy Rule 6006(f)(6), to file an omnibus motion incorporating more than 100 executory contracts to be assumed and assigned pursuant to section 365 of the Bankruptcy Code.

#### **Notice Procedures**

10. The Sale Notice and Publication Notice are sufficient to provide effective notice to all interested parties of, *inter alia*, the Bidding Procedures, the Auction, the Sale Hearing, the Sale and the Assignment Procedures in accordance Bankruptcy Rules 2002 and 6004 and the Amended Case Management Procedures, as applicable, and are approved.

11. Within five days after entry of this Order, or as soon as reasonably practicable thereafter, the Debtors (or their agent) shall: (a) serve the Sale Notice, by first-class mail, postage prepaid, and/or via overnight mail, facsimile, hand delivery or electronic transmission, upon (i) the Office of the United States Trustee for the Southern District of New York; (ii) Milbank, Tweed, Hadley & McCloy LLP, counsel to the Creditors’ Committee; (iii) Haskell Slaughter Young & Rediker LLC, counsel to the Retirees Committee; (iv) counsel to any other statutory committee appointed in these chapter 11 cases; (v) counsel to the agent under the prepetition revolving credit facility; (vi) U.S. Bank, National Association, as indenture trustee; (vii) Wilmington Trust, National Association, as indenture trustee; (viii) the Securities and Exchange Commission; (ix) the Internal Revenue Service; (x) Davis Polk & Wardwell LLP, counsel to Citicorp North America, Inc., as agent for the Debtors’ postpetition secured lenders;

(xi) the Environmental Protection Agency; (xii) Akin Gump Strauss Hauer & Feld LLP, counsel to the Ad Hoc Committee of Second Lien Noteholders and the lead lenders to the Debtors' supplemental post-petition secured financing; (xiii) Covington & Burling LLP, counsel to Wilmington Trust, National Association, as agent for the Debtors' supplemental post-petition secured lenders; (xiv) all parties requesting notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002; (xv) all entities reasonably known to have expressed an interest in a transaction with respect to the Transferred Assets since August 28, 2012; (xvi) all applicable state and local environmental enforcement agencies; (xvii) the Office of the United States Attorney General and all applicable state attorneys general; (xviii) the Department of Labor and similar state labor or employment agencies; (xix) all counterparties to any licenses and contracts that, in each case, the Debtors reasonably believe may be affected by or have an interest in the relief requested in the Motion or by the Stalking Horse Purchase Agreement; (xx) all entities reasonably known to have asserted any claim, lien, encumbrance or interest in the Transferred Assets; (xxi) any multiemployer pension plan to which any Seller Party is a contributing employer and any single employer defined benefit pension plan with at least 200 active employee participants to which any Seller Party is a contributing employer; and (xxii) the additional persons agreed between the Debtors and the Stalking Horse Purchaser to be served in accordance with the terms of the Stalking Horse Purchase Agreement and (b) publish the Publication Notice in *The Wall Street Journal* (National Edition and European Edition) and *The Financial Times* (Worldwide Edition).

12. The Assignment Notice, and the other procedures set forth herein, are sufficient to provide effective notice pursuant to Bankruptcy Rules 2002(a)(2), 6004(a) and

6006(c) to the Non-Debtor Counterparties of the Debtors' intent to assume and/or assign some or all of the Debtor Contracts and are approved.

**Objection Procedures**

13. Any party that seeks to object to the relief requested in the Motion pertaining to approval of the Sale and the transactions contemplated by the Stalking Horse Purchase Agreement or Alternate Standalone Transaction Document(s), as applicable, shall file a formal written objection that complies with the objection procedures as set forth herein and in the Motion, as applicable.

14. Any and all objections as contemplated by this Order must be: (a) in writing; (b) signed by counsel or attested to by the objecting party; (c) in conformity with the Bankruptcy Rules, the Local Rules and the Case Management Procedures; (d) filed with the Bankruptcy Court and (e) served on (i) the Chambers of the Honorable Allan L. Gropper, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, (ii) the Debtors, (iii) Sullivan & Cromwell LLP, counsel to the Debtors, (iv) Milbank, Tweed, Hadley & McCloy LLP, counsel to the Creditors' Committee, (v) Haskell Slaughter Young & Rediker LLC, counsel to the Retirees Committee, (vi) Davis Polk & Wardwell LLP, counsel to Citicorp North America, Inc., as agent for the Debtors' postpetition secured lenders, (vii) Akin Gump Strauss Hauer & Feld LLP, counsel to the Ad Hoc Committee of Second Lien Noteholders and the lead lenders to the Debtors' supplemental post-petition secured financing, (viii) Covington & Burling LLP, counsel to Wilmington Trust, National Association, as agent for the Debtors' supplemental post-petition secured financing; (ix) the Stalking Horse Purchaser and (x) Baker Botts LLP, counsel to the Stalking Horse Purchaser (collectively, the "**Notice Parties**") so as to be received on or before the appropriate deadline as set forth in the Motion.

15. The objection deadline with respect to the transactions contemplated by the Stalking Horse Purchase Agreement is 4:00 p.m. prevailing Eastern Time on **June 7, 2013** (the “**General Objection Deadline**”).

16. If following the Auction, the Debtors elect to proceed with an Alternate Purchaser and consummate Alternate Standalone Transaction Document(s), the deadline for objecting to such transaction shall be the fifth day following the date on which the Debtors file and serve a notice announcing such Alternate Standalone Transaction with the Alternate Purchaser (the “**Alternate Standalone Transaction Deadline**”).

17. Failure to object to the Sale by the General Objection Deadline or the Alternate Standalone Transaction Deadline, if applicable, shall be deemed to be “consent” for purposes of section 363(f)(2) of the Bankruptcy Code.

#### **Sale Hearing and Auction**

18. It is anticipated that if the Debtors proceed with the Stalking Horse Purchaser, the Sale Hearing shall be held in this Court on **June 14, 2013** (the “**Stalking Horse Sale Hearing**”), and if the Debtors proceed with an Alternate Purchaser, it is anticipated that the Sale Hearing shall be held in this Court on **June 24, 2013** (the “**Alternate Purchaser Sale Hearing**”). The Sale Hearing may be adjourned or rescheduled by the Debtors, subject to the Stalking Horse Purchase Agreement, without further notice by an announcement of the adjourned date at the Sale Hearing or by the filing of a hearing agenda.

19. If an Auction is required, the anticipated Auction will be **June 12, 2013**, and the Auction will take place at the offices of Sullivan & Cromwell LLP, 125 Broad Street, New York, NY 10004 or such other time, date or place as the Debtors may determine in accordance with the Bidding Procedures. If an Auction becomes necessary under the Bidding Procedures, there shall be only one Auction for the Transferred Assets which may be adjourned



in accordance with the time period set forth in the Bidding Procedures or cancelled at the Debtors' sole discretion if there are no Qualified Bids (as defined in the Bidding Procedures) and the Debtors proceed with the Stalking Horse Purchaser at the Stalking Horse Sale Hearing.

**Other Relief Granted**

20. In accordance with the terms of the Revised Commitment Documents and subject to the requirements of the Intercreditor Agreement, the lenders holding the New Money Loans shall have the right to credit bid up to \$200 million of their New Money Loans in connection with the sale of the Transferred Assets.<sup>4</sup>

21. In the event there is a conflict between this Order and the Motion or the Stalking Horse Purchase Agreement, this Order shall control and govern.

22. This Order shall be binding in all respects upon any trustees, examiners, "responsible persons" or other fiduciaries appointed in the Debtors' bankruptcy cases or upon a conversion to chapter 7 under the Bankruptcy Code.

23. Nothing herein shall be deemed to or constitute the assumption, assignment or rejection of any executory contract or unexpired lease.

24. Notwithstanding any provision in the Bankruptcy Rules to the contrary, the terms of this Order shall be immediately effective and enforceable upon its entry, notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or otherwise.

25. The requirements set forth in Local Rule 9013-1(b) are satisfied.

26. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied.

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<sup>4</sup> Capitalized terms used but not otherwise defined in this paragraph 20 shall have the meanings ascribed to such terms in the *Debtors' Motion for (A) an Order Authorizing the Debtors to (I) Enter into Amended and Restated Financing Commitment Documents for Secured Supplemental Postpetition and Exit Financing, (II) Incur and Pay Associated Fees, Costs and Expenses and (III) Furnish Related Indemnities and (B) a Finding that the Proposed Amendments to the Supplemental Financing are Authorized by the Financing Approval Order* [Docket No. 3234], or the term sheet attached thereto as Exhibit B.

27. The requirements set forth in Bankruptcy Rule 6004(a) are satisfied.

28. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: May \_\_, 2013  
New York, New York

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Allan L. Gropper  
United States Bankruptcy Judge

**EXHIBIT 1**

**Bidding Procedures**

## BIDDING PROCEDURES

Eastman Kodak Company (“**Kodak**”) and certain of its subsidiaries (collectively, the “**Debtors**”) are debtors in possession in chapter 11 cases (jointly administered under Case No. 12-10202 (ALG)) pending in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”).<sup>1</sup>

On April 15, 2013, Kodak executed that certain Asset Purchase Agreement with Brother Industries, Ltd. (the “**Stalking Horse Purchaser**”) relating to the sale (the “**Sale**”) of the Transferred Assets to and assumption of the Assumed Liabilities by the Stalking Horse Purchaser (as such agreement may be amended from time to time, the “**Stalking Horse Purchase Agreement**”), which agreement is subject to approval by the Bankruptcy Court.

The following are bidding procedures (the “**Bidding Procedures**”) with respect to the proposed Auction (as defined below) of the Transferred Assets.

On April 18, 2013, the Debtors filed a *Motion for Orders (I) (A) Approving Bidding Procedures for the Sale of the Document Imaging Business, (B) Authorizing the Stalking Horse Bid Protections, (C) Approving Procedures for the Assumption and/or Assignment of Certain Contracts, (D) Approving Notice Procedures and (E) Setting a Date for the Sale Hearing; and (II) Authorizing the (A) Sale of the Document Imaging Business, (B) Use, License and Lease of Property of the Estate in Connection Therewith, (C) Assumption and/or Assignment of Certain Contracts, (D) Debtors’ Exercise of Corporate Governance Rights and (E) Entry Into Certain Ancillary Agreements* (the “**Sale Motion**”).

On May [1], 2013, the Bankruptcy Court entered an order (the “**Bidding Procedures Order**”) approving, among other things, these Bidding Procedures and the payment of the Stalking Horse Payments (as defined below) on the terms set forth in the Stalking Horse Purchase Agreement.

### Bidding Process

The following describes, among other things, the manner in which prospective bidders in respect of an Alternate Standalone Transaction (as defined below) may gain access to or continue to have access to due diligence materials concerning the Transferred Assets, the manner in which bidders and bids become Qualified Bidders and Qualified Bids (each as defined below), respectively, the receipt and negotiation of bids, the conduct of any subsequent Auction (as defined below) and the Bankruptcy Court’s approval of the highest or otherwise best bid (collectively, the “**Bidding Process**”).

The Debtors shall consult with the Official Committee of Unsecured Creditors (the “**Creditors’ Committee**”), counsel to the Ad Hoc Committee of Second Lien Noteholders (to the extent such group continues to be formed and advised by counsel) (the “**Second Lien Committee**”), counsel to Citicorp North America, Inc., as agent for the Debtors’ postpetition

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Stalking Horse Purchase Agreement.

secured lenders (the “**Senior DIP Agent**”), counsel to Wilmington Trust, National Association, as agent for the Debtors’ supplemental post-petition secured lenders (the “**Junior DIP Agent**”) and their respective advisors throughout the Bidding Process.

Without limiting the generality of the foregoing, subject to the Bidding Procedures Order, in each instance under these Bidding Procedures in which the Debtors shall make any decisions or determinations, evaluate bids or exercise business judgment and/or discretion, they shall do so only after having reasonably consulted with respect thereto with the Creditors’ Committee, the Second Lien Committee, the Senior DIP Agent and the Junior DIP Agent.

### **“As Is, Where Is”**

The sale of the Transferred Assets will be on an “as is, where is” basis and without surviving representations or warranties of any kind, nature or description, except to the extent set forth in the Stalking Horse Purchase Agreement or the Alternate Standalone Transaction Document(s) (as defined below).

### **Sale of Debtor Transferred Assets Free of Any and All Liens and Claims**

All of the Debtors’ right, title and interest in and to the Debtor Transferred Assets (as defined in the Sale Motion), or any portion thereof, to be acquired will be sold free and clear of all Liens and Claims (other than Permitted Encumbrances) pursuant to sections 363 and 365 of the Bankruptcy Code, such Liens and Claims to attach to the net proceeds of the sale of such Debtor Transferred Assets. Assets sold by the Non-Debtor Subsidiaries are proposed to be sold in the manner set forth in the Stalking Horse Purchase Agreement.

### **Participation Requirements**

Unless otherwise determined by the Debtors, in order to participate in the Bidding Process, prior to the Bid Deadline (as defined below), each person or entity (other than the Stalking Horse Purchaser) who wishes to participate in the Bidding Process (each such person, a “**Potential Bidder**”) must deliver to the Notice Parties (as defined below) at the addresses provided below:

- (a) an executed confidentiality agreement containing terms that are materially no less favorable to the Debtors than those contained in the confidentiality agreement dated September 12, 2012, between the Debtors and the Stalking Horse Purchaser;
- (b) written evidence that the Debtors reasonably conclude, in their business judgment, demonstrates that the Potential Bidder has the necessary financial ability to close the Alternate Standalone Transaction and provide adequate assurance of future performance under all contracts to be assumed and assigned in such Alternate Standalone Transaction, including, for example, the Potential Bidder’s most recent annual financial statements (audited if available) and/or other forms of financial

disclosure or credit-quality support information,<sup>2</sup> a description of the Potential Bidder's financial resources and the expected sources of financing for the Alternate Standalone Transaction, and contact names and phone numbers for verification of such financing sources and

- (c) a preliminary (non-binding) written statement demonstrating, to the Debtors' satisfaction, a bona fide interest in purchasing the Transferred Assets from the Debtors, including: (i) the purchase price range (including liabilities to be assumed by the Potential Bidder); (ii) a description of the principal methodologies and assumptions used to arrive at the purchase price range; (iii) the structure and financing of the proposed transaction (including, but not limited to, the sources of financing for the purchase price and all requisite financial assurance); (iv) a statement of the level of review and approval of the Potential Bidder's indication of interest by the senior officers and board; (v) a description of the additional due diligence required; (vi) a description of the intended plans for integrating the employees of the Debtors; (vii) a description of any services or other cooperation that the Potential Bidder will require from the Debtors after closing and (viii) any conditions to closing that the Potential Bidder may wish to impose in addition to those set forth in the Stalking Horse Purchase Agreement.

A Potential Bidder (i) that has delivered the documents described above, (ii) whose financial information and credit-quality support or enhancement demonstrate, in the Debtors' business judgment, the financial capability of the Potential Bidder to consummate the Alternate Standalone Transaction, (iii) that has submitted a reasonably competitive and realistic nonbinding proposal, as described above, (iv) that is subject to an executed confidentiality agreement and (v) that the Debtors determine in their business judgment, is likely (based on availability of financing, experience and other considerations) to be able to consummate the Alternate Standalone Transaction, will be deemed a "**Qualified Bidder.**" The Debtors will determine, in their business judgment, whether to entertain bidders for the Transferred Assets that have not met one or more of the requirements specified above and deem such bidders to be Qualified Bidders.

As promptly as practicable after a Potential Bidder delivers all of the materials required above, the Debtors will determine, and will notify the Potential Bidder, if such Potential Bidder is a Qualified Bidder. At the same time that the Debtors notify the Potential Bidder that it is a Qualified Bidder, the Debtors will allow the Qualified Bidder to begin or continue to conduct due diligence with respect to the Transferred Assets.

### **Due Diligence**

The Debtors may, in their business judgment, afford each Qualified Bidder and any person seeking to become a Qualified Bidder that is subject to an executed confidentiality

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<sup>2</sup> If the Potential Bidder is an entity formed for the purpose of entering into the proposed Alternate Standalone Transaction, the Potential Bidder must supply the financial statements and/or any such other form of financial disclosure or credit-quality support information, as required above, relating to the equity holder(s) of the Potential Bidder.

agreement(s) such due diligence access to materials and information relating to the Transferred Assets as the Debtors deem appropriate; *provided* that the Debtors shall not afford any Qualified Bidder or any person seeking to become a Qualified Bidder with due diligence materials or information that the Debtors have not delivered or made available, or will not make available, to the Stalking Horse Purchaser. Due diligence access may include management presentations as may be scheduled by the Debtors, access to electronic data rooms, on-site inspections and other matters which a Qualified Bidder may reasonably request and as to which the Debtors, in their business judgment, may agree. The Debtors intend to designate an employee or other representative to coordinate all reasonable requests for additional information and due diligence access from Qualified Bidders. No additional due diligence with respect to an Alternate Standalone Transaction for any party other than a Qualified Bidder who has submitted a Qualified Bid will continue after the Bid Deadline. The Debtors may, in their discretion, coordinate diligence efforts such that multiple Qualified Bidders have simultaneous access to due diligence materials and/or simultaneous attendance at management presentations or site inspections. Neither the Debtors nor any of their affiliates (or any of their respective representatives) will be obligated to furnish any information relating to the Transferred Assets to any person other than to Qualified Bidders.

The Debtors make no representation or warranty as to the information to be provided through this due diligence process or otherwise, except to the extent set forth in the Stalking Horse Purchase Agreement or, if applicable, the Alternate Standalone Transaction Document(s) executed and delivered by the Debtors.

#### **Bid Deadline**

A Qualified Bidder (other than the Stalking Horse Purchaser) that desires to make a bid will deliver written copies of its bid to the following parties (collectively, the “**Notice Parties**”): (a) the Debtors, c/o Eastman Kodak Company, 343 State Street, Rochester, NY 14650-0126 (Attn: Paula Gutkin); (b) Sullivan & Cromwell LLP, counsel to the Debtors, 125 Broad Street, New York, New York 10004 (Attn: Andrew G. Dietderich, Krishna Veeraraghavan and Michael H. Torkin); (c) Lazard Frères & Co., the Debtors’ financial advisors, 30 Rockefeller Plaza, New York, NY 10020, (Attn: David Kurtz and Matthew Hart); (d) AP Services, LLC, the Debtors’ restructuring advisors, 200 Town Center, Suite 2400, Southfield, MI 48075 (Attn: James Mesterharm); (e) Milbank, Tweed, Hadley & McCloy LLP, counsel to the Creditors’ Committee, 1 Chase Manhattan Plaza, New York, New York (Attn: Dennis F. Dunne, Tyson M. Lomazow and Brian Kinney); (f) Jefferies & Company, Inc., financial advisors to the Creditors’ Committee, 520 Madison Avenue, New York, NY 10022 (Attn: Leon Szlezinger and Robert White); (g) Akin Gump Strauss Hauer & Feld LLP, counsel to the Second Lien Committee, One Bryant Park, New York, New York 10036 (Attn: Michael S. Stamer, James Savin and Stephen Kuhn); (h) Blackstone Advisory Partners LP, financial advisor to the Second Lien Committee, 345 Park Avenue, New York, NY 10154 (Attn: Michael Genreux and Michael O’Hara), (i) Davis Polk & Wardwell LLP, counsel to the Senior DIP Agent, 450 Lexington Avenue, New York, NY 10017 (Attn: Donald S. Bernstein and Damon P. Meyer) and (j) Covington & Burling LLP, counsel to the Junior DIP Agent, 620 Eighth Avenue, New York, NY 10018 (Attn: Ronald Hewitt); so as to be received not later than **12 P.M., Eastern Time, on June 5, 2013** (the “**Bid Deadline**”). The Debtors, in their business judgment, may extend the Bid Deadline by up to five days. If the Debtors extend the Bid Deadline, they will promptly notify all relevant parties of

such extension, and all dates and deadlines provided in these Bidding Procedures, other than the Bundled Transaction Outside Date (as defined below), will be extended by the same number of days.<sup>3</sup>

### **Qualified Bid**

A bid will be considered a Qualified Bid only if the bid is submitted to the Notice Parties by a Qualified Bidder and complies with all of the following (a “**Qualified Bid**”):

- (a) it includes the cash purchase price for the Transferred Assets expressed in U.S. Dollars (the “**Purchase Price**”);
- (b) it states that the Qualified Bidder agrees to purchase the Transferred Assets upon the terms and conditions substantially as set forth in the Stalking Horse Purchase Agreement (including any ancillary agreements to be executed in connection therewith), and is accompanied by a clean and duly authorized and executed purchase agreement (including all ancillary agreements, schedules, and exhibits), with terms not materially more burdensome to the Debtors than the Stalking Horse Purchase Agreement or otherwise inconsistent with these Bidding Procedures, as well as blacklines of such agreements marked to show any proposed amendments and modifications to (x) the Stalking Horse Purchase Agreement; (y) each ancillary agreement thereto and (z) all applicable schedules and exhibits (collectively, the “**Marked Agreements**”);
- (c) it provides that the offer of the Qualified Bidder is irrevocable through the earlier of (i) 10 days after the Auction or (ii) entry of an order approving the Sale or, as applicable, the Alternate Standalone Transaction (the “**Sale Order**”), and *provided, however*, that if such offer is accepted as the Successful Bid (as defined below) or designated as the Back-Up Bid (as defined below), such offer shall continue to remain irrevocable, subject to the terms and conditions of the Bidding Procedures and the applicable purchase agreement, until the earlier of (i) two days after the closing of the Sale or (ii) 90 days after the Sale Order is entered (the “**Back-Up Bid Expiration Date**”);
- (d) it includes written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate the proposed transaction, that will allow the Debtors to make a reasonable determination as to the Qualified Bidder’s financial and other capabilities to consummate the transaction contemplated by the Marked Agreements;
- (e) it is not conditioned on (i) the outcome of unperformed due diligence by the Qualified Bidder; (ii) obtaining any internal approval(s) and/or (iii) obtaining or the availability of any financing;

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<sup>3</sup> To the extent that any such date or deadline falls on a non-Business Day, the date or deadline shall be extended to the following Business Day.



- (f) it fully discloses the identity of each entity that will be bidding for the Transferred Assets or otherwise sponsoring, financing (including through the issuance of debt in connection with such bid), participating in or benefiting from (including through license or similar arrangement with respect to the assets to be acquired in connection with such bid) such bid, and the complete terms of any such sponsorship, participation, financing or benefit;
- (g) it has a value to the Debtors that, in the Debtors' business judgment, after consultation with their financial advisors, the Creditors' Committee and the Second Lien Committee, is greater than the sum of (i) \$210,000,000 (the "**Cash Purchase Price**"), plus (ii) the Stalking Horse Payments (as defined below), plus (iii) 1% of the Cash Purchase Price; *provided* that, in determining such value, the Debtors will not be limited to evaluating the dollar amount of a competing bid, but also may consider factors including those described under the "Evaluation of Competing Bids" section hereof;
- (h) it includes a representation from the Qualified Bidder that it will assume the Debtors' obligations under the executory contracts and unexpired leases proposed to be assigned pursuant to the Stalking Horse Purchase Agreement (or identifies with particularity which of such contracts and leases the Qualified Bidder wishes not to assume, or alternatively which additional executory contracts or unexpired leases the Qualified Bidder wishes to assume), contains full details of the Qualified Bidder's proposal for the treatment of related cure costs, and identifies with particularity any executory contract or unexpired lease the assumption and assignment of which is a condition to closing;
- (i) it includes a representation that the Qualified Bidder: (i) has had an opportunity to conduct any and all required due diligence regarding the Transferred Assets prior to making its offer; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Transferred Assets in making its bid; (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Transferred Assets or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Marked Agreements and (iv) is not entitled to any expense reimbursement, break-up fee, transaction fee, termination fee, or any similar type of payment or reimbursement in connection with its bid;
- (j) it includes evidence, in form and substance reasonably satisfactory to the Debtors, of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the Marked Agreements;
- (k) it is accompanied by a good faith deposit in the form of a wire transfer (to a bank account specified by the Debtors), certified check or such other form acceptable to the Debtors, in their sole discretion, payable to the order of the Debtors in U.S. Currency in

an amount equal to 10% of the Cash Purchase Price to be dealt with as provided for under "Good Faith Deposit" herein;

- (l) it includes evidence of the Qualified Bidder's ability to comply with section 365 of the Bankruptcy Code (to the extent applicable), including providing adequate assurance of such Qualified Bidder's ability to perform in the future the contracts and leases proposed in its bid to be assumed by the Debtors and assigned or subleased to the Qualified Bidder, in a form that will permit the immediate dissemination of such evidence to the counterparties to such contracts and leases;
- (m) it contains other information reasonably requested by the Debtors and
- (n) it is received by the Notice Parties by the Bid Deadline.

The Debtors will determine, in their business judgment, whether to entertain bids for the Transferred Assets that do not conform to one or more of the requirements specified herein (other than the Qualified Bid requirements listed in sections (g) and (n) above) and deem such bids to be Qualified Bids.

The Debtors shall notify the Stalking Horse Purchaser and all Qualified Bidders in writing as to whether or not any bids (other than the Stalking Horse Purchase Agreement) constitute Qualified Bids (and, with respect to each Qualified Bidder that submitted a bid, whether such Qualified Bidder's bid constitutes a Qualified Bid) on or before the next Business Day after the day that the determination is made; *provided* that such notification shall be given no later than June 7, 2013.

**For the avoidance of doubt, the Stalking Horse Purchaser is deemed a Qualified Bidder, and the Stalking Horse Purchase Agreement is deemed a Qualified Bid, for all purposes in connection with the Bidding Process and the Auction.**

#### **Aggregate Bids**

The Debtors may aggregate separate bids from unaffiliated persons to create one Qualified Bid from a Qualified Bidder; *provided* that all bidders shall remain subject to the provisions of section 363(n) of the Bankruptcy Code regarding collusive bidding.

#### **Evaluation of Competing Bids**

The Debtors will evaluate all Qualified Bids based upon several factors including, without limitation, the purchase price and the net value (including assumed liabilities and the other obligations to be performed or assumed by the Qualified Bidder, including any assumed pension liabilities) provided by such bid, the claims likely to be created by such bid in relation to other bids, the counterparties to such transactions, the proposed revisions to the relevant transaction documents, the net benefit to the estate taking into account the Stalking Horse Purchaser's right to the Stalking Horse Payments, the effect of the transactions on the value of the ongoing business of the Debtors (including ongoing relationships with customers and suppliers), other factors affecting the speed, certainty and value of the transactions (including any regulatory approvals required to close the transactions), the assets included or excluded from

the bid, the estimated number of in-scope employees of the Debtors, if any, to be offered post-closing employment by the Qualified Bidder and any proposed measures associated with their continued employment, the transition services required from the Debtors post-closing, if any, any related restructuring costs and the likelihood and timing of consummating such transactions, and the terms and conditions of ancillary agreements, including such agreements related to the provision of equipment and intellectual property.

### **Bundled Transaction Outside Date**

Under the Bidding Procedures Order and the Stalking Horse Purchase Agreement, the Debtors have reserved the right to pursue and/or consider a “**Bundled Transaction**” (as defined in the Stalking Horse Purchase Agreement) simultaneously with the sale process outlined in these Bidding Procedures through June 6, 2013 (the “**Bundled Transaction Outside Date**”). After the Bundled Transaction Outside Date, however, and both in accordance with and without limiting the scope of section 5.2 of the Stalking Horse Purchase Agreement, the Debtors shall pursue a sale of the Transferred Assets and the Business only on a standalone basis and only (i) to the Stalking Horse Purchaser under the Stalking Horse Purchase Agreement or (ii) to an Alternate Purchaser (as defined below) under the Alternate Standalone Transaction Document(s), as the case may be.

### **No Qualified Bids**

If the Debtors do not receive any Qualified Bids by the Bid Deadline (other than the Stalking Horse Purchase Agreement received from the Stalking Horse Purchaser), the Auction shall be cancelled and the Debtors may proceed directly to a Sale Hearing. In addition, if no other Qualified Bid is received, the Debtors reserve the right to request that the Bankruptcy Court advance the date of the Sale Hearing and provide notice of such new date to parties in interest entitled to notice thereof.

### **Stalking Horse Payments**

Recognizing the value and benefits that the Stalking Horse Purchaser has provided to the Debtors by entering into the Stalking Horse Purchase Agreement, as well as the Stalking Horse Purchaser’s expenditure of time, energy and resources, the Debtors have agreed that they will, under the circumstances set forth in the Stalking Horse Purchase Agreement and as set forth in the Bidding Procedures Order, pay to the Stalking Horse Purchaser a Break-Up Fee equal to \$8,310,000 and an Expense Reimbursement up to \$5,540,000 (collectively, the “**Stalking Horse Payments**”) on the terms and conditions set forth in section 9.2 of the Stalking Horse Purchase Agreement.

### **Auction**

If the Debtors receive one or more Qualified Bids in addition to the Stalking Horse Purchase Agreement, the Debtors will conduct an auction (the “**Auction**”) of the Transferred Assets at the offices of Sullivan & Cromwell LLP, 125 Broad Street, New York, NY 10004 at **10:00 A.M., Eastern Time, on June 12, 2013**, or such other time, date or place as the Debtors may determine, which Auction may be cancelled at the Debtors’ sole discretion if there are no Qualified Bids and the Debtors proceed with the Stalking Horse Purchaser at the Sale

Hearing. Only one Auction will be conducted with regard to the Transferred Assets. The Auction shall run in accordance with the following procedures:

- (a) Only the Debtors, the Stalking Horse Purchaser, the Creditors' Committee, the Second Lien Committee, the Senior DIP Agent and the Junior DIP Agent (and the advisors to each of the foregoing) and any Qualified Bidder that has timely submitted a Qualified Bid (and the advisors to such Qualified Bidder) shall attend the Auction in person, and, subject to the Bidding Procedures Order, only the Stalking Horse Purchaser and such other Qualified Bidders will be entitled to bid at the Auction.
- (b) Each Qualified Bidder shall be required to confirm that it has not engaged, and will not engage, in any collusion with respect to the bidding or the transactions, and such confirmation shall be in form and substance satisfactory to the Debtors.
- (c) At least one day prior to the Auction, each Qualified Bidder who has timely submitted a Qualified Bid must inform the Debtors whether it intends to attend the Auction; *provided* that in the event a Qualified Bidder elects not to attend the Auction, such Qualified Bidder's Qualified Bid shall nevertheless remain fully enforceable against such Qualified Bidder until (i) the date of the selection of the Successful Bidder at the conclusion of the Auction and (ii) if such Qualified Bidder is selected as a Back-Up Bidder (as defined below), the Back-Up Bid Expiration Date. By no later than three days prior to the Auction, the Debtors will provide copies of the Qualified Bid that the Debtors believe, in their business judgment, is the highest or otherwise best offer (the "**Starting Bid**") to the Stalking Horse Purchaser and all other Qualified Bidders that have informed the Debtors of their intent to participate in the Auction.
- (d) All Qualified Bidders, including the Stalking Horse Purchaser, wishing to attend the Auction must have at least one individual representative with authority to bind such Qualified Bidder attend the Auction in person. The true identity of each Qualified Bidder at the Auction will be fully disclosed to all other Qualified Bidders at the Auction. The Auction may include individual negotiations with the Qualified Bidders and/or open bidding in the presence of all other Qualified Bidders, *provided* that all material terms of the bid that is deemed to be the highest or otherwise best bid for each round of bidding shall be fully disclosed to all other Qualifying Bidders.
- (e) All Qualified Bidders, including the Stalking Horse Purchaser, shall be deemed to have consented to and submitted to the core jurisdiction of the Bankruptcy Court and waive any right to a jury trial in connection with any disputes relating to the marketing process, the Auction and the construction and enforcement of the Qualified Bidder's contemplated transaction documents, as applicable.
- (f) The Debtors may employ and announce at the Auction additional procedural rules that are reasonable under the circumstances for conducting the Auction; *provided* that such rules are not inconsistent with the Stalking Horse Purchase Agreement, the Bankruptcy Code or any order of the Bankruptcy Court.

- (g) Bidding at the Auction will begin with the Starting Bid. Bidding will continue, in one or more rounds of bidding, so long as during each round (i) at least one subsequent bid is submitted by a Qualified Bidder that improves upon the immediately prior bid (a “**Subsequent Bid**”) and (ii) the Debtors determine that such Subsequent Bid is (A) for the first round, a higher or otherwise better offer than the Starting Bid, and (B) for subsequent rounds, a higher or otherwise better offer than the Leading Bid (as defined below). Each incremental bid at the Auction shall provide net value to the estate of at least U.S. \$2 million over the Starting Bid or the Leading Bid, as the case may be (inclusive of the Stalking Horse Payment for bids submitted by Qualified Bidders other than the Stalking Horse Purchaser), *provided* that the Debtors shall retain the right to modify the increment requirements at the Auction. After the first round of bidding and between each subsequent round of bidding, the Debtors shall announce the bid or combination of bids (and the value of such bid(s)) that it believes to be the highest or otherwise best offer (the “**Leading Bid**”). The Stalking Horse Purchaser shall have the right to include the Stalking Horse Payments in the amount of any subsequent bid that it makes in the Auction and, in the event the Stalking Horse Purchaser is the Successful Bidder at the Auction, the Stalking Horse Purchaser shall be entitled to credit the Stalking Horse Payments against the Purchase Price ultimately payable by the Stalking Horse Purchaser. Except as specifically set forth herein, for the purpose of evaluating the value of the consideration provided by Subsequent Bids, the Debtors will, at each round of bidding, take into account the Stalking Horse Payment that may be payable as well as any additional liabilities to be assumed by a Qualified Bidder and any additional costs which may be imposed on the Debtors.
- (h) The Debtors shall have the right to request any additional financial information that will allow the Debtors to make a reasonable determination as to the Qualified Bidder’s financial and other capabilities to consummate the transactions contemplated by the Marked Agreements, as further amended during the Auction, and any further information that the Debtors may believe is reasonably necessary to clarify and evaluate the Qualified Bidder’s bid.
- (i) Prior to the conclusion of the Auction, the Debtors will (a) identify the highest or otherwise best offer for the Transferred Assets (the “**Successful Bid**”) and the Qualified Bidder making such Qualified Bid, the “**Successful Bidder**”) and, at the Debtors’ election, the next highest or otherwise best Qualified Bid (the “**Back-Up Bid**”) and, such Qualified Bidder, the “**Back-Up Bidder**”); (b) communicate to the other Qualified Bidders the identity of the Successful Bidder, the Back-Up Bidder, if any, and the details of the Successful Bid and Back-Up Bid, if any and (c) accept the Successful Bid, subject to approval by the Bankruptcy Court and entry of the Sale Order. The Stalking Horse Purchaser shall not be the Back-Up Bidder unless the Stalking Horse Purchaser consents in writing to be the Back-Up Bidder.
- (j) The Debtors shall formally announce the close of the Auction. Bids submitted after the Auction will not be considered by the Debtors or by the Bankruptcy Court. The determination of the Successful Bid and Back-Up Bid by the Debtors at the conclusion of the Auction shall be final subject to approval by the Bankruptcy Court. If the Stalking Horse Purchaser is not the Successful Bidder, the transaction shall be referred

to as the “**Alternate Standalone Transaction**”; the documentation submitted to the Bankruptcy Court for approval at the Sale Hearing shall be referred to as the “**Alternate Standalone Transaction Document(s)**” and the Successful Bidder shall be referred to as the “**Alternate Purchaser(s)**.”

- (k) By or on the fifth Business Day after the conclusion of the Auction, the Successful Bidder shall complete and execute and the Debtors shall file all agreements, contracts, instruments and other documents evidencing and containing the terms and conditions upon which the Successful Bid was made. Within one day after the Debtors formally announce the conclusion of the Auction, the Debtors shall file a notice identifying the Successful Bidder with the Bankruptcy Court.

EACH OF THE SUCCESSFUL BID AND THE BACK-UP BID SHALL CONSTITUTE AN IRREVOCABLE OFFER AND BE BINDING ON THE SUCCESSFUL BIDDER AND THE BACK-UP BIDDER, RESPECTIVELY, FROM THE TIME THE BID IS SUBMITTED UNTIL THE BACK-UP BID EXPIRATION DATE. EACH QUALIFIED BID THAT IS NOT THE SUCCESSFUL BID OR THE BACK-UP BID SHALL REMAIN IRREVOCABLE UNTIL THE EARLIER OF (A) TEN DAYS AFTER THE AUCTION OR (B) ENTRY OF THE SALE ORDER.

### **Sale Hearing**

The sale hearing to authorize Kodak to enter into agreements with respect to the Successful Bid (the “**Sale Hearing**”) will be held before the Honorable Allan L. Gropper, in the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004, on a date to be scheduled by the Bankruptcy Court and currently proposed as [●] [A.M./P.M.], **Eastern Time, on June 14, 2013** if the Debtors proceed with the Stalking Horse Purchaser or on **June 24, 2013** if the Debtors proceed with an Alternate Purchaser.

The Debtors’ presentation to the Bankruptcy Court of the Successful Bid, and, at the Debtors’ election, the Back-Up Bid, will not constitute the Debtors’ acceptance of either of such bids, which acceptance will only occur upon the approval of such bids by the Bankruptcy Court at the Sale Hearing. Following approval of the Sale to the Successful Bidder, if the Successful Bidder fails to consummate the Sale for any reason, then the Back-Up Bid will be deemed to be the Successful Bid (and the Back-Up Bidder deemed to be the Successful Bidder) and the Debtors will be authorized to effectuate a Sale to the Back-Up Bidder, subject to the terms of the Back-Up Bid without further order of the Bankruptcy Court.

### **Good Faith Deposits**

The Stalking Horse Purchaser’s Good Faith Deposit shall be treated in accordance with the terms and conditions of the Stalking Horse Purchase Agreement. The Good Faith Deposit of the Successful Bidder, or, if applicable, the Back-Up Bidder (other than the Stalking Horse Purchaser) shall be treated in accordance with the Alternate Standalone Transaction Document(s). The Good Faith Deposit of any Back-Up Bidder shall be retained by the Debtors until the closing of the sale with the Successful Bidder and returned to the Back-Up Bidder

within five Business Days thereafter or, if the Back-Up Bid becomes the Successful Bid, shall be treated in accordance with the Alternate Standalone Transaction Document(s). The Good Faith Deposits of Qualified Bidders whose Qualified Bid was not selected as either the Successful Bid or Back-Up Bid shall be returned to such Qualified Bidders within five Business Days of the date of the selection of the Successful Bid and the Back-Up Bid.

**Beneficiaries; Modification of Procedures**

No person or entity other than the Debtors and the Stalking Horse Purchaser shall be a beneficiary of or have a right to enforce these Bidding Procedures or the Bidding Process; *provided* that nothing herein shall limit or modify the rights of any party in interest to object to any Sale if the Bidding Process was not conducted in accordance with these Bidding Procedures or otherwise. If the Debtors pursue a Bundled Transaction, the Debtors also reserve the right to, in their sole and absolute discretion, to cancel the Auction and not proceed with the Stalking Horse Purchase Agreement. The Debtors may modify the Bidding Procedures or the Bidding Process at any time; *provided* that (i) no amendment or modification to the Bidding Procedures or the Bidding Process shall be made that is inconsistent with the Stalking Horse Purchase Agreement, without the express consent of the Stalking Horse Purchaser, the Bankruptcy Code or any order of the Bankruptcy Court; (ii) no amendment or modification to the Bidding Procedures or the Bidding Process shall affect the right of the Stalking Horse Purchaser to terminate the Stalking Horse Purchase Agreement, pursuant to the terms and conditions set forth therein and (iii) under no circumstances shall the Debtors eliminate or modify the terms provided in the “Bundled Transaction Outside Date” section above. The Stalking Horse Purchaser reserves the right to seek relief from the Bankruptcy Court on an expedited basis in relation to any modification or proposed modification to these Bidding Procedures.

**EXHIBIT 2**

**Assignment Notice**



Andrew G. Dietderich  
Michael H. Torkin  
Alexa J. Kranzley  
SULLIVAN & CROMWELL LLP  
125 Broad Street  
New York, New York 10004  
Telephone: (212) 558-4000  
Facsimile: (212) 558-3588

Counsel to the Debtors and  
Debtors in Possession

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

|   |                         |
|---|-------------------------|
| _____ )   |                         |
| In re: )  | Chapter 11              |
| _____ )   |                         |
| EASTMAN KODAK COMPANY, <i>et al.</i> , <sup>1</sup> ) | Case No. 12-10202 (ALG) |
| _____ )   |                         |
| Debtors. )  | Jointly Administered    |
| _____ )   |                         |

**NOTICE OF PROPOSED ASSUMPTION AND/OR ASSIGNMENT OF CONTRACTS**

**PLEASE TAKE NOTICE** that pursuant to the *Order (A) Approving Bidding Procedures for the Sale of the Document Imaging Business, (B) Authorizing the Stalking Horse Bid Protections, (C) Approving Procedures for the Assumption and/or Assignment of Certain Contracts, (D) Approving Notice Procedures and (E) Setting a Date for the Sale Hearing* (the “**Bidding Procedures Order**”),<sup>2</sup> entered by the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) on May [1], 2013 [Docket No. [●]], Eastman Kodak Company (“**Kodak**”) and its affiliated debtors and debtors in possession (collectively, the “**Debtors**”) have established procedures (the “**Bidding Procedures**”) for the sale of the Debtors’ Document Imaging Business.

**PLEASE TAKE FURTHER NOTICE** that, on April 15, 2013, Brother Industries, Ltd. (the “**Stalking Horse Purchaser**”) executed that certain Asset Purchase

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Eastman Kodak Company (7150); Creo Manufacturing America LLC (4412); Eastman Kodak International Capital Company, Inc. (2341); Far East Development Ltd. (2300); FPC, Inc. (9183); Kodak (Near East), Inc. (7936); Kodak Americas, Ltd. (6256); Kodak Aviation Leasing LLC (5224); Kodak Imaging Network, Inc. (4107); Kodak Philippines, Ltd. (7862); Kodak Portuguesa Limited (9171); Kodak Realty, Inc. (2045); Laser-Pacific Media Corporation (4617); NPEC, Inc. (5677); Pakon, Inc. (3462); and Qualex, Inc. (6019). The location of the Debtors’ corporate headquarters is: 343 State Street, Rochester, NY 14650.

<sup>2</sup> Capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the Bidding Procedures Order.

Agreement pursuant to which it will acquire substantially all of the assets of the Debtors' Document Imaging Business and assume certain liabilities. The Debtors will seek Court approval to enter into the Stalking Horse Purchase Agreement with the Stalking Horse Purchaser or to enter into an Alternate Standalone Transaction with an Alternate Purchaser at the Sale Hearing.

**PLEASE TAKE FURTHER NOTICE** that, in connection with the Sale, the Debtors may assume and/or assign to the Stalking Horse Purchaser or an Alternate Purchaser (as defined in the Bidding Procedures) the contracts (the "**Initial Designated Debtor Contracts**") set forth on Exhibit A annexed hereto.

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU ARE A PARTY TO ONE OR MORE OF THE INITIAL DESIGNATED DEBTOR CONTRACTS.**

**PLEASE TAKE FURTHER NOTICE** that the cure amounts due with respect to each Initial Designated Debtor Contract (the "**Cure Cost**"), if applicable, is set forth on Exhibit A opposite your contract. The Debtors believe that any and all defaults (other than the filing of these chapter 11 cases) and actual pecuniary losses under the Initial Designated Debtor Contracts can be cured by payment of the Cure Costs.<sup>3</sup> **You should locate your name, your contract and the associated proposed Cure Cost in the attached Exhibit A.**

**IF YOU AGREE WITH THE PROPOSED CURE COST(S) LISTED IN EXHIBIT A WITH RESPECT TO YOUR CONTRACT(S), YOU ARE NOT REQUIRED TO TAKE ANY FURTHER ACTION.**

**IF YOU DISAGREE WITH THE PROPOSED CURE COST(S) LISTED IN EXHIBIT A WITH RESPECT TO YOUR CONTRACT(S), YOU MAY OBJECT TO THE PROPOSED CURE COST.**

**PLEASE TAKE FURTHER NOTICE** that responses or objections ("**Contract Objections**"), if any, to the proposed Cure Cost ascribed to an Initial Designated Debtor Contract or to the assumption and/or assignment of any Initial Designated Debtor Contract (and with respect to the 365 Debtor Contracts, objections related to (x) adequate assurance of future performance or (y) whether applicable law excuses you from accepting performance by, or rendering performance to, the Stalking Horse Purchaser or an Alternate Purchaser, as applicable), must (a) be in writing; (b) state with specificity the nature of such objection, and with respect to a 365 Debtor Contract, the alleged Cure Cost and any and all defaults that must be cured or satisfied in order for such Initial Designated Debtor Contract to be assumed and assigned (with appropriate documentation in support thereof); (c) comply with the terms of the Bidding Procedures Order, the Bankruptcy Rules and the Local Rules and (d) be filed electronically with the Bankruptcy Court on the docket of *In re Eastman Kodak Company*, Case No. 12-10202 (ALG), pursuant to the Bankruptcy Court's General Order M-399 (available at <http://www.nysb.uscourts.gov/orders/m399.pdf>), by registered users of the Bankruptcy Court's case filing system and by all other parties in interest on a 3.5 inch disc,

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<sup>3</sup> This notice is **not** an admission by the Debtors that any Initial Designated Debtor Contract is executory or unexpired.

preferably in portable document format, Microsoft Word or any other Windows-based word processing format and served by U.S. mail, overnight delivery, hand delivery or, with the exception of the Bankruptcy Court, facsimile upon each of the following: (a) the Chambers of the Honorable Allan L. Gropper, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004; (b) the Debtors (Attn: Paula Gutkin, Eastman Kodak Company, 343 State Street, Rochester, NY 14650); (c) Sullivan & Cromwell LLP, counsel to the Debtors (Attn: Andrew G. Dietderich, Michael H. Torkin and Alexa J. Kranzley, 125 Broad Street, New York, NY 10004); (d) Milbank, Tweed, Hadley & McCloy LLP, counsel to the Official Committee of Unsecured Creditors (Attn: Dennis F. Dunne, Tyson M. Lomazow and Brian Kinney, 1 Chase Manhattan Plaza, New York, NY 10005); (e) Haskell Slaughter Young & Rediker LLC, counsel to the Official Committee of Retired Employees (Attn: R. Scott Williams and Jennifer B. Kimble, 2001 Park Place, Suite 1400, Birmingham, AL 35203); (f) Davis Polk & Wardwell LLP, counsel to Citicorp North America, Inc., as agent for the Debtors' postpetition secured lenders (Attn: Brian M. Resnick, 450 Lexington Avenue, New York, NY 10017); (g) Akin Gump Strauss Hauer & Feld LLP, counsel to the Ad Hoc Committee of Second Lien Noteholders and the lead lenders to the Debtors' supplemental post-petition secured financing (Attn: Michael S. Stamer, David Botter, Abid Qureshi, Alexis Freeman and Rachel Ehrlich Albanese, One Bryant Park, New York, NY 10036); (h) Covington & Burling LLP, counsel to Wilmington Trust, National Association, as agent for the Debtors' supplemental post-petition secured lenders (Attn: Ronald Hewitt, 620 Eighth Avenue, New York, NY 10018); (i) the Stalking Horse Purchaser (Attn: Legal & General Affairs Dept., 15-1 Naeshiro-cho, Mizuho-ku, Japan, with a copy to Brother International Corporation, Attn: Chief Legal Officer, 200 Crossing Boulevard, Bridgewater, NJ 08807) and (j) Baker Botts LLP, counsel to the Stalking Horse Purchaser (Attn: Samantha H. Crispin and James R. Prince, 2001 Ross Ave, Suite 600, Dallas, TX 75201) (collectively, the "Notice Parties"), so as to be received no later than seven days prior to the Sale Hearing (the "Contract Objection Deadline"). The Debtors may, in their sole discretion, extend the Contract Objection Deadline one or more times without further notice.

**PLEASE TAKE FURTHER NOTICE** that if the Debtors elect to proceed with an Alternate Purchaser, the Debtors will serve you with a notice identifying of the Alternate Purchaser and you will have five days following such notice to file and properly serve on the Notice Parties a Contract Objection (only as it relates to the assignment of the Initial Designated Debtor Contract to the Alternate Purchaser).

**PLEASE TAKE FURTHER NOTICE that if you fail to timely file and properly serve a Contract Objection as provided herein (i) you will be deemed to have forever waived and released any Contract Objection and consented to the assumption and/or assignment of such contract on the terms set forth in this Assignment Notice, subject to consummation of the Sale and (ii) you will be barred and estopped forever from asserting or claiming against the Debtors, Stalking Horse Purchaser or an Alternate Purchaser, as applicable, that any additional amounts are due or defaults exist, or conditions to assignment must be satisfied, under such Initial Designated Debtor Contract. If a Contract Objection is timely filed and properly served, the Resolution Procedures below will apply.**

**PLEASE TAKE FURTHER NOTICE** that, if no objections are received by the above deadline, the assumption and/or assignment of the Initial Designated Debtor Contracts shall be deemed authorized and the Cure Costs set forth in Exhibit A shall be binding upon you for all purposes and will constitute a final determination of the total cure amounts required to be paid by the Debtors in connection with the assumption and/or assignment of the 365 Debtor Contract. Counsel for the Debtors may then submit to the Bankruptcy Court a certificate of no objection and a form of order granting the requested assumption and/or assignment of the Initial Designated Debtor Contracts. Upon authorization of the assumption and/or assignment of the Initial Designated Debtor Contracts, any and all previously filed objections with respect thereto shall be deemed resolved.

**PLEASE TAKE FURTHER NOTICE** that if you file a Contract Objection satisfying the requirements of the Assignment Procedures set forth in the Bidding Procedures Order, the Debtors, the Stalking Horse Purchaser or an Alternate Purchaser, as applicable, shall meet and confer with you in good faith to attempt to resolve any such objection without Court intervention (the “**Resolution Procedures**”). If the applicable parties determine that the objection cannot be resolved without judicial intervention in a timely manner, the Bankruptcy Court shall make all necessary determinations relating to such Contract Objection at a hearing scheduled pursuant to the following paragraph.

**PLEASE TAKE FURTHER NOTICE** that hearing(s) with respect to Contract Objections, if any, may be held (i) at the Sale Hearing or (ii) at such other earlier or later date as the Bankruptcy Court may designate, *provided, however*, that any Contract that is the subject of a Contract Objection with respect to the amount of the Cure Cost may be assumed and assigned prior to resolution of such objection. If the Bankruptcy Court determines at such a hearing that a particular Debtor Contract cannot be assumed and assigned, then such Contract shall no longer be considered an Initial Designated Debtor Contract.

**PLEASE TAKE FURTHER NOTICE** that the Debtors’ assignment and/or assumption of an Initial Designated Debtor Contract is subject to approval by the Bankruptcy Court, consummation of the Sale and service by Debtors of a Confirmation Notice. Absent consummation of the Sale, service by Debtors of a Confirmation Notice and entry of a Sale Order approving the assumption and/or assignment of the Initial Designated Debtor Contracts, the Initial Designated Debtor Contracts shall be deemed neither assumed nor assigned, and shall in all respects be subject to subsequent assumption or rejection by the Debtors.

**PLEASE TAKE FURTHER NOTICE** that within ten days following assignment of any Initial Designated Debtor Contract to the Stalking Horse Purchaser or an Alternate Purchaser, the Debtors shall file with the Bankruptcy Court and shall serve each Non-Debtor Counterparty whose Initial Designated Debtor Contract the Debtors assumed and/or assigned with a notice of assumption and/or assignment of such Initial Designated Debtor Contract (“**Confirmation Notice**”). If you receive a Confirmation Notice, the Initial Designated Debtor Contract(s) listed on the Confirmation Notice shall be deemed assumed and/or assigned. If you do not receive a Confirmation Notice with respect to any of your Initial Designated Debtor Contract(s), your Initial Designated Debtor Contract(s) shall be deemed neither assumed nor

assigned, and shall in all respects be subject to subsequent assumption or rejection by the Debtors.

**PLEASE TAKE FURTHER NOTICE** that nothing herein (i) alters in any way the prepetition nature of the Initial Designated Debtor Contracts or the validity, priority or amount of any claims you may have against the Debtors that may arise under such Assigned Contract, (ii) creates a postpetition contract or agreement or (iii) elevates to administrative expense priority any claims you may have against the Debtors that may arise under such Assigned Contract.

**PLEASE TAKE FURTHER NOTICE** that dates set forth in this notice are subject to change, and further notice of such changes may not be provided except through announcements in open court and/or the filing of notices and/or amended agendas and/or in accordance with the Bidding Procedures. Parties in interest are encouraged to monitor the electronic court docket and/or the noticing agent website for further updates.

Dated: [●], 2013  
New York, New York

**Exhibit A**

**Contracts to be Assumed and/or Assigned to the Stalking Horse Purchaser or Alternate Purchaser**

Contract Objection Deadline: [•], 2013

| <b>Contract Title</b> | <b>Contract Counter Party</b> | <b>Date of Contract</b> | <b>Type of Contract</b> | <b>Cure Amount</b> |
|-----------------------|-------------------------------|-------------------------|-------------------------|--------------------|
|                       |                               |                         |                         |                    |

**EXHIBIT B**

**PROPOSED SALE ORDER**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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|   |   |                         |
|---|---|-------------------------|
| In re:  | ) | Chapter 11              |
| EASTMAN KODAK COMPANY, <i>et al.</i> , <sup>1</sup> | ) | Case No. 12-10202 (ALG) |
| Debtors.  | ) | (Jointly Administered)  |

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**ORDER AUTHORIZING THE (A) DEBTORS' ENTRY INTO AN ASSET  
PURCHASE AGREEMENT WITH RESPECT TO THE SALE OF  
THE DOCUMENT IMAGING BUSINESS, (B) USE, LICENSE AND  
LEASE OF PROPERTY OF THE ESTATE IN CONNECTION THEREWITH,  
(C) ASSUMPTION AND/OR ASSIGNMENT OF CERTAIN CONTRACTS,  
(D) DEBTORS' EXERCISE OF CORPORATE GOVERNANCE RIGHTS AND  
(E) ENTRY INTO CERTAIN ANCILLARY AGREEMENTS**

Upon the motion (the "**Sale Motion**")<sup>2</sup> of Eastman Kodak Company ("**Kodak**"), on behalf of itself and its affiliated debtors and debtors-in-possession in these chapter 11 cases (collectively, and together with their bankruptcy estates, the "**Debtors**"), for entry of an order (this "**Order**"), pursuant to sections 105(a), 107(b), 363(b), 363(f), 363(m), 363(n), 365, 503 and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "**Bankruptcy Code**"), rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and rules 6004-1(a) and 6006-1 of the Local Rules for the United States Bankruptcy Court for the Southern District of New York (the "**Local Rules**"), authorizing and approving, among other things:

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Eastman Kodak Company (7150); Creo Manufacturing America LLC (4412); Eastman Kodak International Capital Company, Inc. (2341); Far East Development Ltd. (2300); FPC Inc. (9183); Kodak (Near East), Inc. (7936); Kodak Americas, Ltd. (6256); Kodak Aviation Leasing LLC (5224); Kodak Imaging Network, Inc. (4107); Kodak Philippines, Ltd. (7862); Kodak Portuguesa Limited (9171); Kodak Realty, Inc. (2045); Laser-Pacific Media Corporation (4617); NPEC Inc. (5677); Pakon, Inc. (3462); and Qualex Inc. (6019). The location of the Debtors' corporate headquarters is: 343 State Street, Rochester, NY 14650.

<sup>2</sup> Capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the Purchase Agreement (as defined herein) or, if not defined in the Purchase Agreement, are to be given the meanings ascribed to them in the Sale Motion.



(1) the sale, conveyance, transfer, assignment and delivery of all of the Debtors' right, title and interest in and to the Transferred Assets (the "**Debtor Transferred Assets**"), free and clear of Interests<sup>3</sup> (except for and subject to Permitted Encumbrances), to Brother Industries, Ltd. and certain of its affiliates or designees (collectively, the "**Purchaser**"<sup>4</sup>), pursuant to that certain Asset Purchase Agreement dated April 15, 2013, a copy of which is attached hereto as Exhibit 1 and incorporated herein (together with all schedules, exhibits, annexes and supplements, and as may be amended from time to time in accordance with this Order, the "**Purchase Agreement**," and together with the Ancillary Agreements and all schedules, exhibits, annexes and supplements referenced therein or attached thereto, collectively, the "**Transaction Documents**"), among Kodak, on behalf of itself, its bankruptcy estate and the Non-Debtor Subsidiary Sellers, the other Debtors listed on the signature pages thereto (each, a "**Debtor Subsidiary**" and, together with Kodak and the Non-Debtor Subsidiary Sellers, collectively, the "**Seller Parties**"), solely for purposes of Articles III, X and XI of the Purchase Agreement, Dutch HoldCo and the Purchaser;

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<sup>3</sup> For purposes of this Order, "**Interest**" shall mean (i) any charge against or interest in any of the Debtor Transferred Assets to secure payment of a debt or performance of an obligation, any mortgage, deed of trust, interest, pledge, hypothecation, attachment, levy, charge, security interest, conditional sale agreement, title retention contract, right of first refusal, option to purchase, encumbrance, any Bankruptcy Liens, mechanics' lien, materialman's lien, statutory lien or right, and other consensual or non-consensual lien or charge of any kind, whenever granted and including those charges or interests in property within the meaning of "lien" under Bankruptcy Code § 101(37) (a "**Lien**"), (ii) any "claim" within the meaning set forth in section 101(5) of the Bankruptcy Code (a "**Claim**") or (iii) any other limitation, restriction or interest that constitutes an "interest" for the purposes of section 363(f) of the Bankruptcy Code.

<sup>4</sup> For purposes of this Order, "**Purchaser**" shall mean, with respect to any Transferred Asset or Ancillary Agreement, Brother Industries, Ltd. or its designee that acquires such Debtor Transferred Asset at the Closing or enters into an Ancillary Agreement, subject to and in accordance with the terms of the Purchase Agreement.

(2) the assumption and/or assignment of the Initial Designated Debtor Contracts to the Purchaser in accordance with the Assignment Procedures;

(3) the applicable Seller Party's entry into and consummation of the Ancillary Agreements, including: (a) the Bill of Sale and Assignment and Assumption Agreement, (b) the Deposit Escrow Agreement, (c) the Equipment Supply Agreement, (d) the Lease, (e) each Local Transfer Agreement, (f) the Patent Assignment Agreement, (g) the DC/KISS Patents Sublicense Agreement, (h) the Kodak Patents License Agreement, (i) the Reverse Transition Services Agreement, (j) the Software and Intellectual Property License Agreement, (k) the Trademark Assignment Agreement, (l) the Trademark License Agreement, (m) the Transition Services Agreement, (n) the Patent Grant-Back License Agreement, (o) the Patent License Agreement, (p) each BFN Side Letter and (q) each of the agreements to be executed as of the Closing between the Stalking Horse Purchaser, on the one hand, and Kodak and/or one of its Affiliates, on the other hand, pursuant to section 5.12(b) of the Stalking Horse Purchase Agreement; and

(4) Kodak's exercise, as the ultimate parent of all of the Non-Debtor Subsidiary Sellers, of its corporate governance and voting rights and powers to cause the Non-Debtor Subsidiary Sellers (a) to sell, convey, transfer, assign and deliver all of the Non-Debtor Subsidiary Sellers' respective right, title and interest in and to the Transferred Assets (the "**Non-Debtor Transferred Assets**"), (b) to assign the Assigned Non-Debtor Contracts to the Purchaser and (c) to enter into and consummate the Ancillary Agreement(s) applicable to each such Non-Debtor

Subsidiary Seller, including, without limitation, a Local Transfer Agreement and, with respect to non-debtor subsidiary Kodak Electronic Products (Shanghai) Company Limited (“**KEPS**”), the Equipment Supply Agreement; (the foregoing (1) through (4) collectively being referred to herein as the “**Sale**” or “**Transaction**”); and the Court having entered an order, dated May [1], 2013 [Docket No. [●]] (the “**Bidding Procedures Order**”), approving, among other things, competitive bidding procedures for a sale of the Document Imaging Business (the “**Bidding Procedures**”); a Bidding Process (as defined in the Bidding Procedures) having been conducted in accordance with the Bidding Procedures; and at the conclusion of the Bidding Process, the Purchaser having been chosen as the Successful Bidder in accordance with the Bidding Procedures; and this Court having conducted a hearing approving the Sale on June 14, 2013 (the “**Sale Hearing**”); and all parties in interest having been heard, or having had the opportunity to be heard, regarding the Transaction, the Transaction Documents, and all other relief granted herein; and this Court having determined that the consummation of the Transaction and the other relief granted herein is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and upon consideration of the Transaction Documents, the *Declaration of Matthew J. Hart in Support of the Debtors’ Motion for Orders (I) (A) Approving Bidding Procedures for the Sale of the Document Imaging Business, (B) Authorizing the Stalking Horse Bid Protections, (C) Approving Procedures for the Assumption and/or Assignment of Certain Contracts, (D) Approving Notice Procedures and (E) Setting a Date for the Sale Hearing; and (II) Authorizing the (A) Debtors’ Entry into an Asset Purchase Agreement with Respect to the Sale of the Document Imaging Business, (B) Use, License and Lease of Property of the Estate in Connection Therewith, (C) Assumption and/or Assignment of Certain Contracts, (D) Debtors’ Exercise of*

*Corporate Governance Rights and (E) Entry Into Certain Ancillary Agreements* [Docket No. [●]] (the “**Lazard Declaration**”) and the *Declaration of [●] in Support of the Debtors’ Motions for an Order Authorizing the (A) Debtors’ Entry into an Asset Purchase Agreement with Respect to the Sale of the Document Imaging Business, (B) Use, License and Lease of Property of the Estate in Connection Therewith, (C) Assumption and/or Assignment of Certain Contracts, (D) Debtors’ Exercise of Corporate Governance Rights and (E) Entry Into Certain Ancillary Agreements* [Docket No. [●]] (together with the Lazard Declaration, the “**Sale Declarations**”); and upon consideration of the arguments of counsel, the record made at the Sale Hearing, and the record of these chapter 11 cases; and the Court having reviewed and considered the Sale Motion; and after due deliberation thereon, and good and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:<sup>5</sup>

**Jurisdiction and Statutory Predicates**

A. This Court has jurisdiction over the Sale Motion, the Transaction Documents and any other documents and agreements related thereto pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(b), and the Amended Standing Order of Reference from the United States District Court for the Southern District of New York dated as of February 1, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of the above-captioned cases and the Sale Motion in this Court and this District is proper under 28 U.S.C. §§ 1408 and 1409.

B. This Order is intended to be a final and appealable order as set forth in 28 U.S.C. § 158(a).

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<sup>5</sup> The findings and conclusions set forth herein constitute this Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Court finds that there is no reason for delay in the implementation of this Order, and directs entry of this Order as set forth herein.

D. The statutory predicates for the relief sought in the Sale Motion are sections 105(a), 107(b), 363(b), 363(f), 363(m), 363(n), 365, 503 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9014 and Local Rules 6004-1(a) and 6006-1.

**Notice of the Auction and the Cure Costs**

E. As demonstrated at the Sale Hearing and as evidenced by the affidavits of service filed with this Court [Docket Nos. [●]], proper, timely, adequate and sufficient notice of and sufficient opportunity to object to the Sale Motion, the Auction, the Transaction, the Sale Hearing, the assumption and/or assignment of the Initial Designated Debtor Contracts, and as applicable, the Cure Costs associated therewith and of the relief to be granted in this Order has been provided in accordance with the Bidding Procedures Order.

F. The Debtors published notice of the Bidding Procedures, the assignment procedures in the Bidding Procedures Order (the “**Assignment Procedures**”), the Auction and the Sale Hearing in *The Wall Street Journal* (National Edition and European Edition) and *The Financial Times* (Worldwide Edition) on [●], 2013, as evidenced by the affidavits of publication filed with this Court [Docket Nos. [●] and [●]].

G. In accordance with the Bidding Procedures Order, the Debtors served notice (the “**Assignment Notice**”) of their intent to assume and/or assign the Initial Designated Debtor Contracts and of the related proposed Cure Costs upon each Non-Debtor Counterparty whose contract is to be assumed and/or assigned pursuant to this Order (collectively, “**Initial Designated Debtor Contract Counterparties**”). The service of such notice was good,

sufficient and appropriate under the circumstances and no further notice need be given to the Initial Designated Debtor Contract Counterparties. All Initial Designated Debtor Contract Counterparties have had a reasonable opportunity to object to both the proposed Cure Costs and the assumption and/or assignment of the Initial Designated Debtor Contracts.

H. In accordance with the Bidding Procedures Order, up to the ninetieth day following the consummation of the Sale, the Debtors may serve additional Assignment Notices (each, an “**Additional Assignment Notice**”) on the applicable Non-Debtor Counterparty to any additional Debtor Contract whose contract may be assumed and/or assigned pursuant to this Order (the “**Additional Designated Debtor Contracts**”). Assuming compliance with the Assignment Procedures, (i) the service and delivery of the corresponding Additional Assignment Notice shall be deemed good, sufficient and appropriate under the circumstances and no further notice need be given to the Non-Debtor Counterparty to such Additional Designated Debtor Contract and (ii) all Non-Debtor Counterparties to such Additional Designated Debtor Contract will be deemed to have had a reasonable opportunity to object to both the proposed Cure Costs and the assumption and/or assignment of the Additional Designated Debtor Contracts.

I. No further or other notice beyond that described in the foregoing Paragraphs E through H is or shall be required in connection with the relief provided in this Order.

#### **Bidding Process**

J. As evidenced by the Sale Declarations, the Debtors (a) conducted the Bidding Process in compliance with the Bidding Procedures and the terms of the Bidding Procedures Order and (b) exercised sound business judgment, consistent with their fiduciary duties, in conducting the Bidding Process and selecting the Purchaser as the Successful Bidder.

K. The Debtors and their professionals marketed the Document Imaging Business and conducted the marketing and sale processes as described in the Motion and the Lazard Declaration. These processes were conducted upon fair and reasonable terms calculated to achieve the highest and best value for the Debtors, their estates, the other Seller Parties, each of their respective creditors, and all other parties in interest.

L. All creditors and other parties in interest and all prospective purchasers have been afforded a reasonable and fair opportunity to bid for the Document Imaging Business. No further marketing of the Document Imaging Business (and the U.S. and non-U.S. assets associated therewith) is necessary or likely to lead to any higher and better offers for the Document Imaging Business than that submitted by Purchaser, as reflected in the Transaction Documents.

M. The Bidding Procedures were substantively and procedurally fair to all parties, including all potential bidders. The Seller Parties, (a) as described above, undertook substantial marketing efforts and conducted the sale process without collusion in accordance with the Bidding Procedures, (b) afforded interested potential purchasers a full, fair and reasonable opportunity to qualify as bidders and submit their highest or otherwise best offer to purchase the Document Imaging Business, (c) provided potential purchasers, upon request, sufficient information to enable them to make an informed judgment on whether to bid on the Document Imaging Business and (d) considered any bids submitted on or before the Bid Deadline (as defined in the Bidding Procedures Order).

#### **Sound Business Purpose**

N. There are sound business reasons for the Debtors, pursuant to section 363(b) of the Bankruptcy Code, to consummate the Transaction, as justified by the compelling

circumstances described in the Sale Motion. The Seller Parties and their advisors diligently and in good faith analyzed all other available options in connection with the disposition of the Document Imaging Business and, after consulting with the Creditors' Committee and the Second Lien Committee, determined that (a) the terms and conditions set forth in the Purchase Agreement and the related Ancillary Agreements and (b) the Purchase Price agreed to in, and Purchaser's assumption of the Assumed Liabilities under, the Purchase Agreement, are all fair and reasonable and together constitute the highest or otherwise best value obtainable for the Document Imaging Business.

**Assumption and/or Assignment of the Initial Designated Debtor Contracts**

O. The assumption and/or assignment of the Initial Designated Debtor Contracts are integral to the Purchase Agreement, are in the best interests of the Debtors and their estates and represent the reasonable exercise of the Debtors' sound business judgment.

P. The Debtors have (i) cured, or have provided adequate assurance of cure of, any default existing prior to the Closing of the Sale under all Initial Designated Debtor Contracts that are 365 Debtor Contracts (the "**Initial Designated 365 Debtor Contracts**") within the meaning section 365(b)(1)(A) of the Bankruptcy Code, by payment of the Cure Costs provided on Exhibit 2 hereto and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any Initial Designated 365 Debtor Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. The Purchaser has provided adequate assurance of its future performance of and under the Initial Designated 365 Debtor Contracts, within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. Pursuant to section 365(f) of the Bankruptcy Code, the Initial Designated 365 Debtor Contracts shall be assigned and transferred



to, and remain in full force and effect for the benefit of, the Purchaser notwithstanding any provision in the contracts or other restrictions prohibiting their assignment or transfer.

**Good Faith Finding**

Q. The Purchaser is not an “insider” or “affiliate” of any of the Debtors as those terms are defined in section 101 of the Bankruptcy Code.

R. The Transaction Documents were negotiated, proposed and entered into by the Seller Parties and the Purchaser without collusion or fraud, in good faith and from arm’s-length bargaining positions.

S. Neither the Debtors nor the Purchaser have engaged in any conduct that would cause or permit the Transaction to be avoidable under section 363(n) of the Bankruptcy Code.

T. The Purchaser is a good-faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby. In particular, (a) the Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Document Imaging Business; (b) the Purchaser complied with the terms of the Bidding Procedures Order; (c) the Purchaser agreed to subject its bid to the competitive Bidding Procedures set forth in the Bidding Procedures Order; (d) the Purchaser in no way induced or caused the chapter 11 filing by the Debtors; (e) the Purchaser has not violated section 363(n) of the Bankruptcy Code by any action or inaction and (f) no common identity of directors and officers exist between the Purchaser and any of the Debtors.

**No Fraudulent Transfer or Successor Liability**

U. The total consideration provided by the Purchaser pursuant to the Transaction Documents, including the Purchaser’s assumption of the Assumed Liabilities: (a) is fair and reasonable; (b) is the highest and best offer for the Transferred Assets and the rights and

commitments bargained for under the Ancillary Agreements; (c) will provide a greater recovery to creditors than would be provided by any other available alternative and (d) constitutes reasonably equivalent value (as that term is defined in each of the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, and section 548 of the Bankruptcy Code). The consideration provided by the Purchaser pursuant to the Transaction Documents, including the Purchaser's assumption of the Assumed Liabilities, also constitutes fair consideration and fair value for the Debtor Transferred Assets under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and other similar laws of the United States. No other person, entity, or group of persons or entities has offered to purchase or acquire the Document Imaging Business for greater economic value than the Purchaser. The Seller Parties' determinations that the Transaction constitutes the highest and best offer for the Document Imaging Business, namely, the Transferred Assets and the rights and commitments bargained for under the Ancillary Agreements, were valid, sound and reasonable exercises of business judgment.

V. None of the Transaction Documents were entered into or agreed to be entered into, as applicable, for the purpose of hindering, delaying or defrauding creditors. None of the Seller Parties or the Purchaser has entered into or has agreed to enter into, as applicable, any of the Transaction Documents with any fraudulent or otherwise improper purpose.

W. The Purchaser is not a mere continuation of or successor to the Debtors in any respect, and there is no continuity of enterprise between the Debtors or the Purchaser. The Purchaser is not purchasing all or substantially all of the Debtors' assets. The Purchaser is not a successor to any of the Debtors or their respective estates and the Transaction does not amount to a consolidation, merger, or *de facto* merger of the Purchaser and the Debtors. Following the

Closing, the Purchaser shall have assumed only those liabilities that it agreed to assume under the Transaction Documents.

X. Upon the Closing, the Purchaser shall not be subject to or bound in any manner by that certain Amended and Restated Media Supply Agreement between Eastman Kodak Company and Eastman Park Micrographics, Inc. dated effective as of August 1, 2012 (as amended or supplemented, the “**EPM Supply Agreement**”), including without limitation section 1.4 thereof (as amended or supplemented, the “**EPM Non-Compete**”). The Purchaser is not a legal successor and shall not be deemed or found to be a successor or assign of any of the Debtors of their film manufacturing business, operations and/or assets in any respect for purposes of the EPM Supply Agreement or the EPM Non-Compete. A valid sale of the Transferred Assets free and clear of the EPM Non-Compete as provided hereunder is an integral part of the Transaction and is a material inducement to the Purchaser’s willingness to close. If the Transferred Assets were subject to the EPM Non-Compete, or the EPM Non-Compete otherwise applied to the Purchaser in any way, the Purchaser may not consummate the Transaction, which would thus adversely affect the Debtors, their estates and all of their stakeholders.

Y. The Purchase Agreement provides for an allocation of the proceeds of the Purchase Price among the Seller Parties in accordance with the fair value of the assets transferred and commitments incurred by each such Seller Party to or for Purchaser’s benefit. A copy of the purchase price allocation (“**Purchase Price Allocation**”) is attached hereto as Exhibit 3 and incorporated herein. The Purchase Price Allocation is fair, reasonable and provides reasonably equivalent value to each of the Seller Parties in exchange for their respective contributions and commitments to the Transaction.

**Validity of Transfer and Authorizations**

Z. The Debtors have full corporate power and authority to execute and deliver the Transaction Documents applicable to a Debtor, and all other documents contemplated thereby, and have all corporate authority necessary to consummate the Transaction, including the authority to cause the Non-Debtor Subsidiary Sellers to consummate the Transaction. No consents or approvals, other than those expressly provided for in the Transaction Documents, are required for the Debtors to consummate the Transaction.

AA. The Transaction outside of a plan of reorganization pursuant to the Transaction Documents neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a chapter 11 plan of the Debtors. The Transaction does not constitute a *sub rosa* chapter 11 plan.

BB. The appointment of a consumer privacy ombudsman pursuant to sections 363(b)(1) or 332 of the Bankruptcy Code is not required with respect to the relief requested in the Sale Motion.

CC. The Purchaser's post-Closing access to and use of certain Excluded Assets strictly in accordance with the Transaction Documents and the other rights granted to the Purchaser or one or more of its Affiliates pursuant to certain Ancillary Agreements is a critical component of the Transaction.

**Section 363(f) Requirements Satisfied For Free and Clear Sale**

DD. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full. At Closing, the transfer of the Debtor Transferred Assets to the Purchaser will be a legal, valid, and effective transfer of such assets, and in the case of the Debtor Transferred Assets, shall

vest the Purchaser with all right, title and interest of the Debtors in and to such assets free and clear of any and all Interests (except for and subject to Permitted Encumbrances).

EE. Upon entry of this Order, the Debtors are authorized to sell all of their right, title and interest in and to the Debtor Transferred Assets free and clear of all Interests (except for and subject to the Permitted Encumbrances) because (a) the sale of such assets is subject to the Permitted Encumbrances, or (b) one or more of the provisions set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied, including that, except as otherwise expressly provided in the Purchase Agreement or this Order, such Interests shall attach to the proceeds allocated to the Debtors under the Purchase Price Allocation (as defined below) in the order of their priority, with the same validity, force and effect which they now have against the Debtor Transferred Assets, subject to any claims and defenses the Debtors may possess with respect thereto. Those holders of Interests against the Debtor Transferred Assets who did not object or who withdrew their objections to the Sale or the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.

FF. In the case of the Debtor Transferred Assets, if the sale of such assets were not free and clear of all Interests (except for and subject to the Permitted Encumbrances) as set forth in the Purchase Agreement and this Order, or if the Purchaser would, or in the future could, be liable for any of such Interests (except for and subject to the Permitted Encumbrances), the Purchaser would not have entered into the Purchase Agreement and would not consummate the Transaction, thus adversely affecting the Debtors, their estates, their creditors and their stakeholders.

GG. The Purchaser is providing substantial consideration under the Transaction Documents for the benefit of the Debtors and their creditors. The consideration given by the

Purchaser shall constitute valid and valuable consideration for the releases of Interests against the Debtor Transferred Assets (except for and subject to Permitted Encumbrances) pursuant to this Order, which releases shall be deemed to have been given in favor of the Purchaser with respect to the Debtor Transferred Assets by all holders of Interests against such assets (except for and subject to the Permitted Encumbrances).

HH. Any licensee of any of the Debtors' right, title and interest in and to the Transferred Intellectual Property (the "**Debtor Transferred Intellectual Property**") is adequately protected under section 363(e) of the Bankruptcy Code.

**Best Interest of Creditors**

II. The legal and factual bases set forth in the Sale Motion, the Sale Declarations and the record in these proceedings establish just cause for the relief requested in the Sale Motion, and such relief is in the best interests of the Debtors, their creditors, their estates and all parties in interest; and therefore;

IT IS HEREBY ORDERED THAT:

1. The Sale Motion is GRANTED, and the Transaction is APPROVED, as set forth herein.
2. All objections to the Sale Motion or the relief requested therein, including any objections to the Cure Costs or the assignment of the Initial Designated Debtor Contracts, that have not been withdrawn, waived, settled or otherwise resolved, and all reservations of rights included therein, are hereby overruled on the merits, with prejudice. All persons and entities that failed to timely object to the Sale Motion, the Cure Costs or the assignment of the Initial Designated Debtor Contracts are deemed to have consented to the relief granted herein.

**Approval of the Transaction Documents**

3. Pursuant to sections 105 and 363 of the Bankruptcy Code, the Purchase Agreement and other Transaction Documents, all transactions contemplated therein and all terms and conditions of the Purchase Agreement and other Transaction Documents, are hereby APPROVED.

4. The Purchase Price Allocation is hereby APPROVED.

5. The Debtors, as well as their Affiliates, officers, employees and agents, are authorized: (a) to execute, deliver and perform under, consummate and implement the Purchase Agreement and other Transaction Documents, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement and other Transaction Documents; (b) to take and perform all other actions necessary or desirable to consummate or implement the Transaction and implement and effectuate the relief granted in this Order and (c) to take all further actions as may be (i) reasonably requested by the Purchaser for the purpose of selling, assigning, delivering, granting, conveying and conferring to the Purchaser, or reducing to possession, the Transferred Assets, Initial Designated Debtor Contracts and the rights under the Ancillary Agreements in accordance with the Transaction Documents or (ii) necessary or appropriate to the performance of the obligations and commitments contemplated by the Purchase Agreement and other Transaction Documents, all without further order of the Court.

6. Kodak, as the ultimate parent of the Non-Debtor Subsidiary Sellers, is hereby authorized to exercise all rights, powers and privileges necessary to cause the Non-Debtor Subsidiary Sellers (a) to sell, convey, transfer, assign and deliver all of their respective right, title and interest in and to the Transferred Assets to the Purchaser, (b) to assign the Assigned Non-

Debtor Contracts to the Purchaser and (c) to enter into and consummate the Ancillary Agreement(s) applicable to each such Non-Debtor Subsidiary Seller, including entering into and consummating a Local Transfer Agreement, a Bill of Sale and Assignment and Assumption agreement and, with respect to KEPS, the Equipment Supply Agreement, in each case, in accordance with the Transaction Documents.

7. If a BFN Irrevocable Offer is accepted, Kodak is hereby authorized to exercise all rights, powers and privileges necessary to cause the applicable BFN Seller to enter into and consummate the transactions contemplated by the applicable BFN Side Letter and BFN Local Transfer Agreement.

**Transfer of Assets Free and Clear and Injunction**

8. Upon the Closing, the Sale to the Purchaser (a) shall constitute a legal, valid and effective transfer of all of Debtors' right, title and interest in and to the Debtor Transferred Assets subject to and in accordance with the Purchase Agreement and (b) shall vest the Purchaser with all of the Debtors' right, title and interest in and to the Debtor Transferred Assets free and clear of all Interests (except for and subject to the Permitted Encumbrances), including any successor liability claims or theories pursuant to section 363(f) of the Bankruptcy Code, with such Interests attaching to the proceeds allocated to the Debtors under the Purchase Price Allocation in the order of their priority, with the same validity, force and effect which they now have against the Debtor Transferred Assets, subject to any claims and defenses the Debtors may possess with respect to such Interests. Except as expressly set forth in the Purchase Agreement or this Order, Purchaser, its successors and assigns shall have no liability for any Interest (except for and subject to the Permitted Encumbrances).



9. By virtue of the Transaction, the Purchaser, its successors and assigns shall not be deemed to: (a) be a legal successor, or otherwise be deemed a successor to any of the Debtors; (b) have, de facto or otherwise, merged with or into any or all Debtors or (c) be a mere continuation or substantial continuation of any or all Debtors or the enterprise or operations of any or all Debtors.

10. All persons or entities holding Interests in, to or against the Debtors or the Debtor Transferred Assets (other than holders of Permitted Encumbrances) shall be, and hereby are, forever barred, to the extent permitted under applicable law, from asserting such Interests (or enforcing related remedies, or commencing or continuing in any manner any related action or other proceeding of any kind) against the Purchaser, its successors and assigns with respect to the Debtor Transferred Assets, or against such Debtor Transferred Assets after Closing, except as expressly provided in the Purchase Agreement. Notwithstanding the preceding sentence, nothing in this Order shall bar, restrain or enjoin any party to any of the Transaction Documents from enforcing such Transaction Documents.

11. All Bankruptcy Liens, other than DIP Liens,<sup>6</sup> existing as to or affecting the Transferred Assets are hereby deemed terminated and released effective as of the Closing.

**Assumption and/or Assignment of Debtor Contracts**

12. The Debtors are hereby authorized in accordance with sections 105(a), 363 and 365 of the Bankruptcy Code to assume and/or assign the Initial Designated Debtor Contracts to the Purchaser, and to execute and deliver to the Purchaser such documents or other

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<sup>6</sup> For purposes of this Order, “DIP Liens” shall have the meaning ascribed to it in the Order (I) Authorizing Debtors (A) to Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e) and (B) to Continue to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363 and (III) Granting Adequate Protection to Certain Pre-Petition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362, 363 and 364 [Docket No. 2926], and includes (x) all Senior DIP Liens and Supplemental DIP Liens (as defined therein), and (y) any liens or security interests arising under other or additional post-bankruptcy debtor-in-possession credit facilities approved by the Bankruptcy Court in these Bankruptcy Cases.

instruments as may be necessary to assign and transfer the Initial Designated Debtor Contracts to the Purchaser as provided in the Purchase Agreement.

13. The Initial Designated Debtor Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms, including all obligations of the Purchaser as the assignee of the Initial Designated Debtor Contracts, notwithstanding any provision in any Initial Designated 365 Debtor Contract (including, without limitation, those of the type described in sections 365(e)(1) and (f) of the Bankruptcy Code) that prohibits, restricts or conditions such assignment or transfer. There shall be no rent accelerations, price or fee escalations, assignment fees, increases or any other fees charged to the Purchaser or the Debtors as a result of the assumption and assignment of the Initial Designated 365 Debtor Contracts.

14. All Cure Costs shall be paid by Debtors in accordance with the terms of the Purchase Agreement. Payment of the Cure Costs shall be in full satisfaction and cure of any and all defaults under the Initial Designated Debtor Contracts that are 365 Debtor Contracts, whether monetary or non-monetary. Each Initial Designated Debtor Contract Counterparty is forever barred, estopped and permanently enjoined from asserting against the Debtors or the Purchaser, their successors or assigns or the property of any of them, any default existing as of the Closing. Subject to the Assignment Procedures (including compliance therewith), each Non-Debtor Counterparty to an Additional Designated Debtor Contract will be forever barred, estopped and permanently enjoined from asserting against the Debtors or the Purchaser, their successors or assigns or the property of any of them, any default existing as of the Closing.

15. The failure of the Debtors or the Purchaser to enforce at any time one or more terms or conditions of any Initial Designated Debtor Contracts shall not be a waiver of such

terms or conditions, or of the Debtors' and the Purchaser's rights to enforce every term and condition of the Initial Designated Debtor Contracts.

16. Following the Closing, the Purchaser shall be fully and irrevocably vested with all of the Debtors' right, title and interest under the Initial Designated Debtor Contracts, which shall be Debtor Transferred Assets for the purposes of this Order.

17. Following assignment of the Initial Designated 365 Debtor Contracts to the Purchaser, the Seller Parties shall be relieved from any further liability with respect to such Initial Designated Debtor Contracts.

18. Upon the assumption and/or assignment of any Additional Designated Debtor Contract to the Purchaser in accordance with sections 2.1(f) and 2.1(g) of the Purchase Agreement and pursuant to and in accordance with the Assignment Procedures, such Additional Designated Debtor Contract shall be hereby deemed an Initial Designated Debtor Contract for purposes of this Order, the Non-Debtor Counterparty to such Additional Designated Debtor Contract shall be hereby deemed an Initial Designated Debtor Contract Counterparty for purposes of this Order and all provisions hereof relating to Initial Designated Debtor Contracts shall apply to such Additional Designated Debtor Contract.

#### **Additional Provisions**

19. Following the Closing, a certified copy of this Order may be filed and/or recorded with the appropriate filing agents, filing officers, administrative agencies or units (including the U.S. Patent and Trademark Office and similar patent agencies of any jurisdiction), governmental departments, secretaries of state, federal, state and local officials and all other persons, institutions, agencies and entities who may be required by operation of law, the duties of their office or contract evidencing the release, cancellation and termination provided herein of

any Interests (other than Permitted Encumbrances) of record on the Debtor Transferred Assets.

20. If any person or entity that has filed statements or other documents or agreements evidencing Interests in the Debtor Transferred Assets shall not have delivered to the Debtors before the Closing after due demand therefor, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Interests (other than the Permitted Encumbrances) that such person or entity has or may assert with respect to the Debtor Transferred Assets, the Debtors and the Purchaser are each hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Debtor Transferred Assets without any further Order of this Court, and such person or entity is hereby deemed to authorize the same; *provided, however*, that this Paragraph 20 shall not apply to the agent or collateral agent under (a) the Debtors' secured Debtor-in-Possession Credit Agreement, dated as of January 20, 2012, as amended, (b) the Debtors' secured Debtor-in-Possession Loan Agreement, dated as of March 22, 2013 or (c) any other debtor-in-possession financing the Debtors enter into in these chapter 11 cases.

21. The terms and provisions of the Transaction Documents and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Purchaser, its Affiliates, the Purchaser Indemnified Parties, the Debtors, the Debtors' estates, the reorganized Debtors on and after the effective date of a confirmed chapter 11 plan and each of their respective successors and assigns and all such terms and provisions and this Order shall be binding in all respects upon all holders of Interests in the Debtor Transferred Assets and any trustees, examiners, "responsible persons" or other fiduciaries appointed in these chapter 11

cases or upon a conversion to chapter 7 under the Bankruptcy Code. Notwithstanding anything to the contrary contained herein, any chapter 11 plan confirmed in these bankruptcy cases or any other order in these bankruptcy cases shall not conflict with, supersede, abrogate, nullify or restrict this Order, the Purchase Agreement, any of the Transaction Documents or the Transaction. Following the Closing, the Seller Parties shall not assign, transfer, amend, modify, reject or terminate any of the Transaction Documents (except as may be expressly permitted otherwise therein).

22. Following the Closing, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Debtors' right, title and interest in the Debtor Transferred Assets and Initial Designated Debtor Contracts to the Purchaser subject and pursuant to the terms of the Purchase Agreement, free and clear of all Interests (except for and subject to the Permitted Encumbrances), as provided in the Purchase Agreement, the other Transaction Documents and this Order.

23. Notwithstanding anything set forth herein, the Purchaser shall acquire the Patents (as defined in the Patent Assignment Agreement) subject to the Patent Grant-Back License Agreement, and such Patents shall be encumbered by the Patent Grant-Back License Agreement in accordance with its terms. The Patent Grant-Back License Agreement between Kodak and the Purchaser will be, as of the Closing, a legal, valid, and effective license, and shall vest Kodak with the rights as set forth therein.

24. The Transaction has been undertaken by the Purchaser in good faith. The Purchaser satisfies the good faith requirement of section 363(m) of the Bankruptcy Code and, accordingly, the Purchaser is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

25. The Transaction may not be avoided and no damages may be awarded under section 363(n) of the Bankruptcy Code. The Transaction shall not be subject to avoidance under chapter 5 of the Bankruptcy Code. The Transaction Documents shall not be subject to rejection under section 365 of the Bankruptcy Code.

26. Except as otherwise provided in the Purchase Agreement, any and all Debtor Transferred Assets in the possession or control of any person or entity shall be transferred to the Purchaser free and clear of all Interests (except for and subject to the Permitted Encumbrances) as provided in the Purchase Agreement and this Order.

27. The Transaction Documents and any related agreements, documents or other instruments may be modified, amended or supplemented through a written document signed by the parties thereto in accordance with the terms thereof without further order of the Court; *provided, however*, that any such modification, amendment or supplement is not materially adverse to the Debtors and *provided* further that no such modifications, amendments, or supplements may be made except following three days' written notice to, or with the prior consent of, the Creditors' Committee, the Second Lien Committee, the Senior DIP Agent and the Junior DIP Agent. The Debtors are authorized to perform each of their covenants and undertakings as provided in Transaction Documents prior to or after Closing without further order of the Court.

28. The Transaction shall be of full force and effect, regardless of any Debtor's lack of good standing in any jurisdiction in which such Debtor is formed or authorized to transact business.

29. In accordance with section 11.2 of the Purchase Agreement, amounts, if any, to be paid by the Debtors to the Purchaser, any of its Affiliates or any Purchaser

Indemnified Party under the Transaction Documents shall be paid in immediately available funds to an account or accounts specified by the Purchaser when due as set forth in the Transaction Documents and, until indefeasibly paid in full in cash, shall constitute allowed administrative expenses of the Debtors' respective bankruptcy estates under sections 503(b) and 507(a)(2) of the Bankruptcy Code and shall be paid without further court order.

30. No bulk sales law or any similar law of any state or other jurisdiction shall apply to the Debtors' conveyance of the Debtor Transferred Assets.

31. Nothing in this Order shall be deemed to waive, release, extinguish or estop the Debtors or their estates from asserting or otherwise impair or diminish any right (including, without limitation, any right of recoupment), claim, cause of action, defense, offset or counterclaim in respect of any asset that is not a Transferred Asset.

32. In the event there is a direct conflict between this Order and the Purchase Agreement, this Order shall control.

33. The requirements set forth in Local Rule 9013-1(b) are satisfied.

34. The failure specifically to include or make reference to any particular provisions of the Transaction Documents in this Order shall not impair the effectiveness of such provision, it being the intent of this Court that the Transaction Documents are authorized and approved in their entirety.

35. The requirements set forth in Bankruptcy Rule 6004(a) are satisfied.

36. The stay otherwise imposed by Bankruptcy Rule 6004(h) and 6006(d) is hereby waived. This Order is immediately effective and enforceable, notwithstanding anything set forth in the Bankruptcy Rules or Local Rules or otherwise. The Debtors are not subject to any stay in the implementation, enforcement, or realization of the relief granted in this Order and

the Debtors may, without further delay, take all actions and perform all acts authorized under this Order.

37. The Purchaser is not and will not become obligated to pay any fee, commission, or like payment to any broker, finder, or financial advisor as a result of the consummation of the Transaction contemplated by the Transaction Documents based upon any arrangement made by or on behalf of the Debtors.

38. This Court retains jurisdiction with respect to all matters arising from or related to the enforcement of this Order, including the authority to interpret, implement and enforce the terms and provisions of this Order.

Dated: \_\_\_\_\_, 2013  
New York, New York

\_\_\_\_\_  
Allan L. Gropper  
United States Bankruptcy Judge



**EXHIBIT 1**

**Purchase Agreement**

**EXHIBIT 2**

**Cure Costs**

**EXHIBIT 3**

**Purchase Price Allocation**

**EXHIBIT C**

**SUMMARY OF STALKING HORSE PURCHASE AGREEMENT**

## **Summary of Stalking Horse Purchase Agreement**<sup>1</sup>

### **Transferred Assets**

On the terms and subject to the conditions set forth in the APA, including Excluded Assets and Assumed Liabilities, the Stalking Horse Purchaser is purchasing and the Seller Parties are transferring, the following assets:

- Assigned Contracts and certain Shared Contracts (to the extent related to the Business);
- Owned Inventory;
- Owned Equipment;
- certain leased Equipment;
- Lease of property at 3-121-1, Issha Meito-ku, Floor 1, Room No. 101, Nagoya, Japan;
- all security deposits made by or on behalf of any Seller Party related to the Assigned Contracts;
- all Receivables;
- all Prepays;
- certain Business Information (other than Business Information contained exclusively in the Excluded Records);
- certain Current Books and Records and certain Historic Books and Records;
- the Transferred Employee Email;
- all rights and interests in all telephone numbers for cell phones provided by Seller to Transferred Employees;
- the Transferred Employee Records;
- all assets and rights to the extent provided for in Article VII of the Stalking Horse Purchase Agreement, including (i) rights under Employment Contracts and (ii) certain Transferred Employee Plans and certain related assets;
- the Transferred Patents listed in Annex 1 attached hereto;
- the Transferred Trademarks listed in Annex 2 attached hereto;
- the Transferred Seller Software and Transferred Business Intellectual Property;
- the Transferred Third Party Software;
- all guaranties, warranties, indemnities and similar rights in favor of any of the Seller Parties primarily related to any Transferred Asset or the Business;
- all rights and Claims against any Person primarily related to the Business or the Transferred Intellectual Property, including causes of action, lawsuits, judgments, rights of recovery, claims and demands of any nature (whether contingent or absolute, matured or unmatured and whether in tort, contract or otherwise) available to or being pursued by any Seller Party primarily related to the Transferred Assets, the Assumed Liabilities or the ownership, use, function or value of any Transferred Asset or the operation of the Business;

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<sup>1</sup> All capitalized terms used but not otherwise defined in this summary are to be given the meanings ascribed to them in the Stalking Horse Purchase Agreement. To the extent there are inconsistencies between any summary description of the Stalking Horse Purchase Agreement contained herein and the Stalking Horse Purchase Agreement, the terms of the Stalking Horse Purchase Agreement shall control.

- all goodwill associated with the Business; and
- certain other assets used or held for use primarily in connection with the Business, used exclusively in connection with the Business or otherwise listed in the Seller Disclosure Schedules.

### **Excluded Assets**

Notwithstanding anything set forth to the contrary above, the Transferred Assets shall not include any of the following assets:

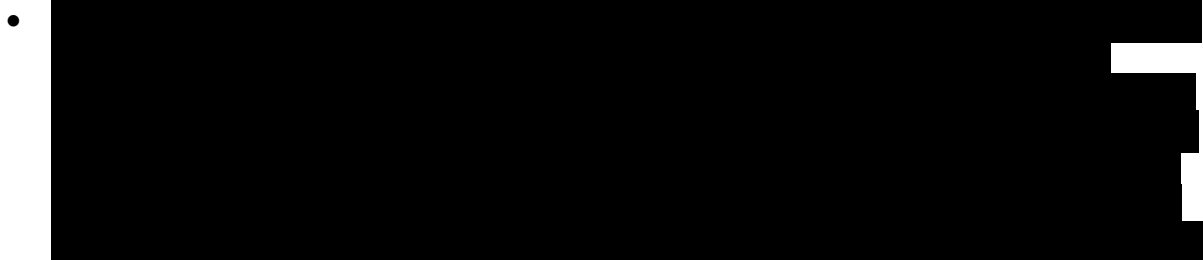
- cash and cash equivalents;
- Seller Insurance Policies and related refunds in respect of losses arising prior to the Closing;
- the benefit of any Tax assets;
- certain Seller Employee Plans and Labor Agreements;
- all (i) claims, causes of action and rights to the extent related to any Excluded Liabilities or to any Liabilities for which any Seller Party is responsible and (ii) avoidance actions under Chapter 5 of the Bankruptcy Code;
- the Excluded Records;
- the Excluded IT;
- the Excluded Contracts;
- the Excluded Receivables;
- Overhead and Shared Services;
- any Real Property owned or leased by any Seller Party other the Lease of property at 3-121-1, Issha Meito-ku, Floor 1, Room No. 101, Nagoya, Japan;
- the BFN Assets;
- certain assets listed on the Seller Disclosure Schedule;
- except for (i) the Transferred Intellectual Property and (ii) Intellectual Property and Software, to the extent rights are expressly granted thereto pursuant to the DC/KISS Patents Sublicense Agreement, the Kodak Patents License Agreement, the Trademark License Agreement, the Patent License Agreement or the Software and Intellectual Property License Agreement, any rights to (A) any Intellectual Property or Software of any Seller Party or (B) Intellectual Property or Software owned by a Third Party, except to the extent licensed under an Assigned Contract or a Shared Contract (subject to the terms of Section 5.13 of the Stalking Horse Purchase Agreement), all rights of each Seller Party under the Stalking Horse Purchase Agreement and the Ancillary Agreements; and
- all stock or other equity interests in any Person.

### **Key Terms**

- Sale of Transferred Assets Free and Clear. The Debtors shall, and Kodak shall cause the Non-Debtor Subsidiary Sellers to, sell, convey, transfer, assign and deliver to the Stalking Horse Purchaser, and the Stalking Horse Purchaser shall purchase and assume from each

Seller Party, all of their right, title and interest in and to the Transferred Assets, free and clear of all Liens (other than Permitted Encumbrances) and, in respect of any Transferred Assets transferred by any of the Debtors, free and clear of all Interests (other than Permitted Encumbrances). (Stalking Horse Purchase Agreement § 2.1(a))

- Assumed Liabilities. The Stalking Horse Purchaser shall assume the following Liabilities: (a) all obligations of any Seller Party arising out of or under the terms of the Assigned Contracts and the Shared Contracts (to the extent assigned, licensed, sublicensed or subleased) that relate to and are required to be performed during periods after the Closing, but excluding any Liability (other than Warranty Repair Obligations) arising out of or related to any breach of default thereof occurring at or prior to the Closing; (b) certain obligations to forebear from enforcing any Transferred Patents; (c) with respect to the Transferred Patents, certain licenses and releases granted, covenants not to assert made, and obligations of Seller with respect to the Transferred Patents; (d) all Liabilities to the extent expressly allocated to Purchaser in Article VII of the Stalking Horse Purchase Agreement; (e) certain Liabilities for the Selected Compensation Payments and Retention Payments; (f) all Liabilities for Taxes to be borne by the Stalking Horse Purchaser to the extent expressly set out in Article VI of the Stalking Horse Purchase Agreement; (g) Accounts Payable; (h) Deferred Revenue; (i) Warranty Repair Obligations and (j) all royalties, rebates or discounts payable to any Third Party arising under the Assigned Contracts. (Stalking Horse Purchase Agreement § 2.1(c))
- Excluded Liabilities. The Stalking Horse Purchaser shall not assume any Liabilities of Seller and its Controlled Affiliates (which shall include its direct and indirect subsidiaries) other than the Assumed Liabilities and Purchaser shall not and shall have no obligation to assume, pay, perform or discharge any Liabilities or obligations of any kind, character or description whatsoever arising from or in connection with the conduct of the Business prior to the Closing, other than the Assumed Liabilities. (Stalking Horse Purchase Agreement § 2.1(d))
- Purchase Price. The Stalking Horse Purchaser shall pay an aggregate amount in cash equal to \$209,773,000. The Stalking Horse Purchaser has also submitted an irrevocable offer to acquire the Business assets located in Belgium for \$227,000, subject to a completion of the works council process in Belgium and management deciding to accept the offer. (Stalking Horse Purchase Agreement § 2.2)
- Good Faith Deposit. The Stalking Horse Purchaser shall have delivered to the account designated by the Escrow Agent an amount equal to \$8,400,000. (Stalking Horse Purchase Agreement § 2.3)



[REDACTED]

- Non-Solicitation Periods. As discussed in greater detail in the Motion, Kodak shall not solicit offers for a Standalone Transaction prior to the entry of the Proposed Bidding Procedures Order and, with respect to a Standalone Transaction, if Kodak selects the Stalking Horse Purchaser as the Successful Bidder, during the period following such selection until the valid termination of the Stalking Horse Purchase Agreement. With respect to the Bundled Transaction, after the Bundled Transaction Outside Date, Kodak shall not initiate contact, respond to any unsolicited offers or enter into any negotiations. (Stalking Horse Purchase Agreement § 5.2)

- [REDACTED]

- Termination. The Stalking Horse Purchase Agreement may be terminated upon the occurrence of certain events specified in section 9.1 of the Stalking Horse Purchase Agreement. (Stalking Horse Purchase Agreement § 9.1)
- Break-Up Fee and Expense Reimbursement. As discussed in greater detail in the Motion, if the Stalking Horse Purchase Agreement is terminated under certain conditions pursuant to section 9.2 of the Stalking Horse Purchase Agreement, Kodak shall pay the Stalking Horse Purchaser the Break-Up Fee and/or Expense Reimbursement. (Stalking Horse Purchase Agreement § 9.2)

- [REDACTED]



- [REDACTED]
- [REDACTED]
  - BFN Irrevocable Offers. Simultaneously with the execution of the Stalking Horse Purchase Agreement, Purchaser made irrevocable offers to each of the BFN Sellers for the purchase and transfer of assets and Liabilities of the Business held by such BFN Sellers on the terms and conditions set forth in the BFN Irrevocable Offers, which are substantially the same as those set forth in the Stalking Horse Purchase Agreement. If not earlier accepted by the applicable BFN Seller, each BFN Irrevocable Offer will expire on March 31, 2014.
  - Supply Agreement. At Closing, the Stalking Horse Purchaser will enter into an agreement with an Affiliate of Seller, Kodak Electronic Products Shanghai (“**KEPS**”), whereby KEPS will supply Purchaser with products sold in the Business for a period of 4 years, unless earlier terminated or extended pursuant to the terms therein.
  - Licensed Intellectual Property. At Closing, the Stalking Horse Purchaser and Seller will enter into certain agreements pursuant to which Purchaser will (i) license certain rights in all Patents owned by Seller (other than the Transferred Patents) and (ii) sublicense certain rights retained by Seller in the DC/KISS Patents sold to the DC/KISS Licensors (as defined in the DC/KISS Patents Sublicense Agreement). In addition, the Stalking Horse Purchaser and Seller will enter into the Software and Intellectual Property License Agreement pursuant to which the Stalking Horse Purchaser will license rights in all Software (other than Transferred Seller Software) and Intellectual Property (other than any Patents, Trademarks, or Know-How) owned by Seller and used in the operation of the Business as of the Effective Date.
  - Patent Grant-Back License Agreement. At Closing, the Stalking Horse Purchaser and Seller will enter into the Patent Grant-Back License Agreement to license-back certain rights in the Transferred Patents to Seller.

### **Key Definitions**

“Permitted Encumbrances” means, collectively, (a) Liens for Taxes of the Seller Parties (I) not yet due and payable or (II) which are being contested in good faith by appropriate proceedings and for which appropriate reserves have been established in the Latest Balance Sheet, (b) in the

case of real estate, minor imperfections of title, none of which, individually or in the aggregate, materially detracts from the value of the affected properties, or materially impairs the use of the affected properties in the manner such properties currently are being used by or materially impairs the operations of the Seller Parties, (c) Liens arising solely by operation of statute or common law in favor of landlords, lessors or renters incurred in the Ordinary Course to secure obligations to pay unpaid rent under leases or rental agreements to the extent the obligations secured thereby are not past due as of the Closing Date, and that do not (in any case or in the aggregate) materially detract from the value of the assets subject thereto or material impair the operations of a Seller Party, (d) Liens arising solely by operation of statute or common law in favor of carriers, warehousemen, mechanics and materialmen incurred in the Ordinary Course, to secure claims for labor, materials or supplies, and other like Liens to the extent the obligations secured thereby are not past due as of the Closing Date and that do not (in any case or in the aggregate) materially detract from the value of the assets subject thereto or materially impair the operations of a Seller Party, (e) with respect to Transferred Intellectual Property, the Product Licenses, and (f) with respect to the Transferred Patents, the Permitted Patent Encumbrances.

“Permitted Patent Encumbrances” means:

- (a) any rights of any Third Party to a Rejected Agreement under section 365(n) of the Bankruptcy Code;
- (b) any and all releases, licenses, immunities, covenants not to assert and similar rights of a counter-party under a Transferred Patent License Agreement<sup>2</sup> in respect of any Transferred Patents (including any such rights of a counter-party under a Transferred Patent License Agreement in respect of any Transferred Patents that are binding on an assignee of a Transferred Patent as a matter of applicable non-bankruptcy Law), in each case, (x) solely to the extent such releases, licenses, immunities, covenants not to assert and similar rights of such counter-party exist as of Closing or are provided for in a Transferred Patent License Agreement as of Closing, and (y) where such Transferred Patent License Agreement is not rejected by Seller (provided that if Seller rejects such Transferred Patent License Agreement at any time, the foregoing clause (a) shall be deemed to apply thereto);
- (c) any rights of a licensee of Intellectual Property comprising the Transferred Patents under any written license agreement entered into after the date hereof through the Closing with prior written consent of Purchaser;
- (d) the licenses, releases, covenants and rights of any counter-party under the agreements set forth on Section 1.1(j) of the Seller Disclosure Schedule<sup>3</sup> in respect of the Transferred Patents; and
- (e) the rights of any licensee under the Patent Grant-Back License Agreement.

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<sup>2</sup> The counterparties to the Transferred Patent License Agreements are listed in Annex 3 attached hereto.

<sup>3</sup> Section 1.1(j) of the Seller Disclosure Scheduled is attached hereto as Annex 4.

“Product License” means any written contract, license, lease or other agreement entered into by, on behalf of or under authority of Seller or its Affiliates in the ordinary course of business consistent with past practice, prior to the Closing, including any click-through or shrink-wrap license, that (a) accompanies the sale, servicing (including support, maintenance and installation), licensing or provision of any product or service of Seller, to a Person (including resellers and distributors), by or on behalf of Seller or its Affiliates, or (b) is incident to the provision of development and/or servicing (including support, maintenance and installation) services by third party contractors, consultants and other providers, and (c) in each case includes rights under the Transferred Intellectual Property consisting solely of a non-exclusive grant of a license or similar rights (express or implied) to such Person under any of such Transferred Intellectual Property in favor of such Person, solely regarding such Person’s rights in connection with such product or service, and in respect of resellers and distributors, rights to market and sell such products and services.

**Annex 1**

**TRANSFERRED INTELLECTUAL PROPERTY**

**TRANSFERRED PATENTS**

| Patent Number | Docket | Title   | Ctry | Appin No           | Appin Date | Pubin No          | Pubin Date | Grant Date | Expiration Date | Status |
|---------------|--------|---|------|--------------------|------------|-------------------|------------|------------|-----------------|--------|
| 2358654       |        | SYSTEM AND METHOD FOR INTERFACING WITH MULTIPLE PRODUCTION SCANNERS | CA   | 2358654            | 10/10/2001 |                   | 4/10/2002  | 3/15/2005  |                 |        |
|               |        | SYSTEM AND METHOD FOR INTERFACING WITH MULTIPLE PRODUCTION SCANNERS | JP   | 01/0310321         | 10/5/2001  | JP2002/2090<br>47 | 7/26/2002  |            |                 |        |
|               |        | SYSTEM AND METHOD FOR INTERFACING WITH MULTIPLE PRODUCTION SCANNERS | EP   | 01123264.2         | 10/4/2001  | EP1198122         | 4/17/2002  |            |                 |        |
| 7012706       |        | SYSTEM AND METHOD FOR INTERFACING WITH MULTIPLE PRODUCTION SCANNERS | US   | 09/686,995         | 10/10/2000 |                   |            | 3/14/2006  | 2/29/2024       |        |
| 6588740       |        | INTELLIGENT FEEDER  | US   | 09/734,453         | 12-11-2000 | US20020105<br>132 | 8/8/2002   | 7/08/2003  | 1/27/2021       |        |
|               |        | SCANNER WITH PREPRESS SCALING MODE                                  | JP   | 200353391<br>7     | 5/14/2001  |                   | 11/11/2003 |            |                 |        |
|               |        | SCANNER WITH PREPRESS SCALING MODE                                  | CA   | 2375076            | 5/14/2001  |                   | 11/22/2001 |            |                 |        |
|               |        | SCANNER WITH PREPRESS SCALING MODE                                  | WO   | PCT/US01/<br>15508 | 5/14/2001  | 01/87041          | 11/22/2001 |            |                 |        |

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| 6469801    |       | SCANNER WITH PREPRESS SCALING MODE   | US | 09/717,712 | 11/21/2000 |         |            | 10/22/2002 | 11/21/2020 |   |
| 3904422    |       | SYSTEM AND METHOD FOR CONNECTION TO PRODUCTION SCANNER   | JP | 02/199149  | 10/5/2001  |         |            | 7/12/2002  |            |   |
|            |       | INTERFACE SYSTEM AND METHOD  | EP | 01123239.4 | 10/2/2001  | 1197347 | 4/17/2002  |            |            |   |
|            |       | INTERFACE SYSTEM AND METHOD  | DE | 10148655   | 10/2/2001  |         | 6/13/2002  |            |            |   |
| 2358611    |       | SYSTEM AND METHOD FOR INTERFACING WITH A PRODUCTION SCANNER  | CA | 2358611    | 10/10/2001 |         | 4/10/2002  | 4/19/2005  |            |   |
| 7072057    |       | SYSTEM AND METHOD FOR INTERFACING WITH A PRODUCTION SCANNER  | US | 09/686,850 | 10/10/2000 |         |            | 7/4/2006   | 6/19/2024  |   |
| 69222707.5 | 60213 | CHARACTER THINNING USING EMERGENT BEHAVIOR OF POPULATIONS OF COMPETITIVE LOCALLY INDEPENDENT PROCESSES | DE | 92113118.1 | 7/31/1992  | 0525804 | 12/15/1993 | 10/15/1997 | 7/31/2012  | I |
| 0525804    | 60213 | CHARACTER THINNING USING EMERGENT BEHAVIOR OF POPULATIONS OF COMPETITIVE LOCALLY INDEPENDENT PROCESSES | EP | 92113118.1 | 7/31/1992  | 0525804 | 12/15/1993 | 10/15/1997 | 7/31/2012  | I |
| 0525804    | 60213 | CHARACTER THINNING USING EMERGENT BEHAVIOR OF POPULATIONS OF COMPETITIVE LOCALLY INDEPENDENT PROCESSES | FR | 92113118.1 | 7/31/1992  | 0525804 | 12/15/1993 | 10/15/1997 | 7/31/2012  | I |
| 0525804    | 60213 | CHARACTER THINNING USING EMERGENT BEHAVIOR OF POPULATIONS OF COMPETITIVE LOCALLY INDEPENDENT PROCESSES | GB | 92113118.1 | 7/31/1992  | 0525804 | 12/15/1993 | 10/15/1997 | 7/31/2012  | I |

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|         | 60213 | CHARACTER THINNING USING EMERGENT BEHAVIOR OF POPULATIONS OF COMPETITIVE LOCALLY INDEPENDENT PROCESSES | JP | 92/0206848 | 8/3/1992   |            |           |            |            | I |
| 5574803 | 60213 | CHARACTER THINNING USING EMERGENT BEHAVIOR OF POPULATIONS OF COMPETITIVE LOCALLY INDEPENDENT PROCESSES | US | 07/739,649 | 8/2/1991   |            |           | 11/12/1996 | 11/12/2013 | G |
|         | 60360 | METHOD FOR DETECTING INK JET OR DOT MATRIX PRINTING  | EP | 92115101.5 | 9/3/1992   | 0000534193 | 4/13/1994 |            | 9/2/2012   | I |
|         | 60360 | METHOD FOR DETECTING INK JET OR DOT MATRIX PRINTING  | JP | 92/0252828 | 9/22/1992  |            |           |            |            | I |
| 5553162 | 60360 | METHOD FOR DETECTING INK JET OR DOT MATRIX PRINTING  | US | 07/764,415 | 9/23/1991  |            |           | 9/3/1996   | 9/3/2013   | G |
|         | 64961 |  | JP | 92/0077878 | 3/31/1992  |            |           |            |            | I |
| 5324018 | 64961 | PAPER TRANSPORT SYSTEM   | US | 08/011,622 | 2/1/1993   |            |           | 6/28/1994  | 2/1/2013   | G |
| 5406350 | 65090 | IMAGE RECORDING APPARATUS  | US | 08/173,599 | 12/27/1993 |            |           | 4/11/1995  | 12/27/2013 | G |
|         | 65218 |  | JP | 92/0132445 | 5/25/1992  |            |           |            |            | I |
| 5295680 | 65218 | PAPER STACKER APPARATUS AND METHOD   | US | 08/011,623 | 2/1/1993   |            |           | 3/22/1994  | 2/1/2013   | G |
| 3249605 | 66025 | DOCUMENT EDGE DETECTION APPARATUS  | JP | 4-314497   | 11/25/1992 |            |           | 11/9/2001  | 11/25/2012 | I |
|         | 66025 | DOCUMENT EDGE DETECTION APPARATUS  | US | 08/047,908 | 4/19/1993  |            |           |            |            | I |
| 5491759 | 66025 | DOCUMENT EDGE DETECTION APPARATUS  | US | 08/264,533 | 6/23/1994  |            |           | 2/13/1996  | 4/19/2013  | G |

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|         | 66713 | METHOD AND APPARATUS FOR HANDLING DOCUMENTS AT A HIGH VOLUME SCANNER | EP | 94420328.0 | 11/23/1994 | 0000655349 | 5/31/1995 |            | 11/22/2014 | I |
|         | 66713 | METHOD AND APPARATUS FOR HANDLING DOCUMENTS AT A HIGH VOLUME SCANNER | JP | 94/0294594 | 11/29/1994 |            |           |            |            | I |
| 5366213 | 66713 | METHOD AND APPARATUS FOR HANDLING DOCUMENTS AT A HIGH VOLUME SCANNER | US | 08/159,023 | 11/29/1993 |            |           | 11/22/1994 | 11/29/2013 | G |
| 5332209 | 66723 | ADJUSTABLE FEED TRAY ASSEMBLY  | US | 08/145,056 | 10/27/1993 |            |           | 7/26/1994  | 10/27/2013 | G |

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| 5424804       | 66889  | AUTOMATIC EXPOSURE CONTROL USING DENSITY SLOPE CONTROL FOR A PLANETARY MICROFILMER | US   | 08/216,898 | 3/23/1994  |          |            | 6/13/1995  | 3/23/2014       | G      |
|               | 68203  | METHOD AND APPARATUS FOR DECODING MULTI-LEVEL BAR CODES OR BI-LEVEL BAR CODES      | EP   | 95200924.9 | 4/12/1995  | 0680003  | 11/2/1995  |            | 4/12/2015       | I      |
|               | 68203  | METHOD AND APPARATUS FOR DECODING MULTI-LEVEL BAR CODES OR BI-LEVEL BAR CODES      | JP   | 95/0107712 | 5/1/1995   |          |            |            |                 | I      |
| 5468946       | 68203  | METHOD AND APPARATUS FOR DECODING MULTI-LEVEL BAR CODES OR BI-LEVEL BAR CODES      | US   | 08/236,431 | 4/29/1994  |          |            | 11/21/1995 | 4/29/2014       | G      |
| 69529452.0    | 69569  | APPARATUS AND METHOD FOR MEASURING DIMENSIONS OF SCANNING SPOT OF LIGHT            | DE   | 95118815.0 | 11/30/1995 | 0718659  | 6/26/1996  | 1/22/2003  | 11/30/2015      | I      |
| 0718659       | 69569  | APPARATUS AND METHOD FOR MEASURING DIMENSIONS OF SCANNING SPOT OF LIGHT            | EP   | 95118815.0 | 11/30/1995 | 0718659  | 6/26/1996  | 1/22/2003  | 11/30/2015      | I      |

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| 0718659       | 69569  | APPARATUS AND METHOD FOR MEASURING DIMENSIONS OF SCANNING SPOT OF LIGHT                                  | FR   | 95118815.0  | 11/30/1995 | 0718659       | 6/26/1996  | 1/22/2003  | 11/30/2015      | I      |
| 0718659       | 69569  | APPARATUS AND METHOD FOR MEASURING DIMENSIONS OF SCANNING SPOT OF LIGHT                                  | GB   | 95118815.0  | 11/30/1995 | 0718659       | 6/26/1996  | 1/22/2003  | 11/30/2015      | I      |
| 3588177       | 69569  | APPARATUS AND METHOD FOR REAL TIME MEASUREMENT OF LENGTH AND WIDTH OF SPOT OF LIGHT                      | JP   | 1995-328670 | 12/18/1995 |               |            | 8/20/2004  | 12/18/2015      | I      |
| 5499094       | 69569  | APPARATUS AND METHOD FOR MEASURING THE LENGTH AND WIDTH OF A SPOT OF LIGHT UTILIZING TWO DIFFERENT MASKS | US   | 08/361,090  | 12/21/1994 |               |            | 3/12/1996  | 12/21/2014      | G      |
| 69533054.3    | 70645  | A MULTI-WINDOWING TECHNIQUE FOR THRESHOLDING AN IMAGE USING LOCAL IMAGE PROPERTIES                       | DE   | 95202928.8  | 10/30/1995 | 0712094       | 5/15/1996  | 5/19/2004  | 10/30/2015      | G      |
| 0712094       | 70645  | A MULTI-WINDOWING TECHNIQUE FOR THRESHOLDING AN IMAGE USING LOCAL IMAGE PROPERTIES                       | EP   | 95202928.8  | 10/30/1995 | 0712094       | 5/15/1996  | 5/19/2004  | 10/30/2015      | I      |
| 0712094       | 70645  | A MULTI-WINDOWING TECHNIQUE FOR THRESHOLDING AN IMAGE USING LOCAL IMAGE PROPERTIES                       | FR   | 95202928.8  | 10/30/1995 | 0712094       | 5/15/1996  | 5/19/2004  | 10/30/2015      | G      |
| 0712094       | 70645  | A MULTI-WINDOWING TECHNIQUE FOR THRESHOLDING AN IMAGE USING LOCAL IMAGE PROPERTIES                       | GB   | 95202928.8  | 10/30/1995 | 712094        | 5/15/1996  | 5/19/2004  | 10/30/2015      | G      |
| 0712094       | 70645  | A MULTI-WINDOWING TECHNIQUE FOR THRESHOLDING AN IMAGE USING LOCAL IMAGE PROPERTIES                       | IT   | 95202928.8  | 10/30/1995 | 25142/BE/2004 | 5/14/2004  | 5/19/2004  | 10/30/2015      | I      |

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|               | 70645  | A MULTI-WINDOWING TECHNIQUE FOR THRESHOLDING AN IMAGE USING LOCAL IMAGE PROPERTIES                   | JP   | 95/0290090 | 11/8/1995  |            |            |            |                 | I      |
| 5583659       | 70645  | A MULTI-WINDOWING TECHNIQUE FOR THRESHOLDING AN IMAGE USING LOCAL IMAGE PROPERTIES                   | US   | 08/338,051 | 11/10/1994 |            |            | 12/10/1996 | 11/10/2014      | G      |
| 69600461.5    | 70862  | DOCUMENT IMAGE ASSESSMENT SYSTEM AND METHOD  | DE   | 96420013.3 | 1/11/1996  | 0723247    | 7/24/1996  | 7/29/1998  | 1/11/2016       | I      |
| 0723247       | 70862  | DOCUMENT IMAGE ASSESSMENT SYSTEM AND METHOD  | EP   | 96420013.3 | 1/11/1996  | 0723247    | 7/24/1996  | 7/29/1998  | 1/11/2016       | I      |
| 723247        | 70862  | DOCUMENT IMAGE ASSESSMENT SYSTEM AND METHOD  | FR   | 96420013.3 | 1/11/1996  | 0723247    | 7/24/1996  | 7/29/1998  | 1/11/2016       | I      |
| 723247        | 70862  | DOCUMENT IMAGE ASSESSMENT SYSTEM AND METHOD  | GB   | 96420013.3 | 1/11/1996  | 0723247    | 7/24/1996  | 7/29/1998  | 1/11/2016       | I      |
| 4000488       | 70862  | SYSTEM FOR EVALUATING DOCUMENT IMAGE AND METHOD THEREFOR   | JP   | 1996-3806  | 1/12/1996  |            |            | 8/24/2007  | 1/12/2016       | G      |
|               | 70862  | DOCUMENT IMAGE ASSESSMENT SYSTEM AND METHOD  | US   | 08/373,817 | 1/17/1995  |            |            |            |                 | I      |
| 6408094       | 70862  | DOCUMENT IMAGE ASSESSMENT SYSTEM AND METHOD  | US   | 08/963,987 | 11/4/1997  |            |            | 6/18/2002  | 3/26/2018       | G      |
|               | 71924  | D.C. OFFSET RESTORATION FOR IMAGE SCANNERS   | DE   | 19702790.3 | 1/27/1997  | 19702790.3 | 8/7/1997   |            | 1/27/2017       | I      |
| 2309845       | 71924  | D.C. OFFSET RESTORATION FOR IMAGE SCANNERS   | GB   | 97002165.3 | 2/3/1997   |            |            | 11/10/1999 | 2/3/2017        | I      |
|               | 71924  | D.C. OFFSET RESTORATION FOR IMAGE SCANNERS   | JP   | 97/0056790 | 2/4/1997   |            |            |            |                 | I      |
| 5684609       | 71924  | D.C. OFFSET RESTORATION FOR IMAGE SCANNERS   | US   | 08/596,849 | 2/5/1996   |            |            | 11/4/1997  | 2/5/2016        | G      |
| 5841905       | 74037  | BUSINESS FORM IMAGE IDENTIFICATION USING PROJECTED PROFILES OF GRAPHICAL LINES AND TEXT STRING LINES | US   | 08/738,206 | 10/25/1996 |            |            | 11/24/1998 | 10/25/2016      | G      |
| 6323956       | 74658  | ADAPTIVE QUANTIZATION OF GRAYSCALE IMAGES  | US   | 08/763,268 | 12/10/1996 |            |            | 11/27/2001 | 3/21/2018       | G      |

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| 19814075.4    | 74928  | A METHOD FOR SCANNING AND DETECTING MULTIPLE PHOTOGRAPHS AND REMOVING EDGE ARTIFACTS | DE   | 19814075.4 | 3/30/1998  | 19814075.4 | 10/1/1998   | 12/3/2009  | 3/30/2018       | G      |
| 3883696       | 74928  | A METHOD FOR SCANNING AND DETECTING MULTIPLE PHOTOGRAPHS AND REMOVING EDGE ARTIFACTS | JP   | 10-125167  | 3/31/1998  | 3883696    | 2/21/2007   | 11/24/2006 | 3/31/2018       | G      |

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| 5974199       | 74928  | METHOD FOR SCANNING AND DETECTING MULTIPLE PHOTOGRAPHS AND REMOVING EDGE ARTIFACTS  | US   | 08/831,272 | 3/31/1997  |            |             | 10/26/1999 | 3/31/2017       | G      |
| 5921539       | 75078  | SHEET FEEDING DEVICE  | US   | 08/825,037 | 3/26/1997  |            |             | 7/13/1999  |                 | I      |
| RE38212       | 75078  | SHEET FEEDING DEVICE  | US   | 09/900,568 | 7/6/2001   |            |             | 8/12/2003  | 3/26/2017       | G      |
| 6529641       | 75693  | A METHOD FOR DESKEWING A SCANNED TEXT IMAGE   | US   | 09/429,968 | 10/29/1999 |            |             | 3/4/2003   | 10/29/2019      | G      |
|               | 75898  | DIGITAL SYNCHRONIZATION OF MULTIPLE ASYNCHRONOUS DATA SOURCES                       | DE   | 19838294.4 | 8/24/1998  | 19838294.4 | 4/1/1999    |            |                 | F      |
|               | 75898  | DIGITAL SYNCHRONIZATION OF MULTIPLE ASYNCHRONOUS DATA SOURCES                       | JP   | 10-268882  | 8/18/1998  |            |             |            |                 | I      |
| 6115377       | 75898  | DIGITAL SYNCHRONIZATION OF MULTIPLE ASYNCHRONOUS DATA SOURCES                       | US   | 08/915,812 | 8/21/1997  |            |             | 9/5/2000   | 8/21/2017       | G      |
|               | 75899  | A DUPLEX DOCUMENT SCANNER FOR PROCESSING MULTIPLEXED IMAGES WITH A SINGLE DATA PATH | DE   | 19846856.3 | 10/12/1998 | 19846856.3 | 6/2/1999    |            |                 | I      |
|               | 75899  | A DUPLEX DOCUMENT SCANNER FOR PROCESSING MULTIPLEXED IMAGES WITH A SINGLE DATA PATH | JP   | 10-318282  | 10/5/1998  |            |             |            |                 | I      |
| 6075622       | 75899  | A DUPLEX DOCUMENT SCANNER FOR PROCESSING MULTIPLEXED IMAGES WITH A SINGLE DATA PATH | US   | 08/950,152 | 10/14/1997 |            |             | 6/13/2000  | 10/14/2017      | G      |

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|               | 76226  | DOCUMENT IMAGE THRESHOLDING USING FOREGROUND AND BACKGROUND CLUSTERING                     | DE   | 19853889.8 | 12/23/1998 | 19853889.8 | 7/22/1999   |            | 12/23/2018      | I      |
| 6044179       | 76226  | DOCUMENT IMAGE THRESHOLDING USING FOREGROUND AND BACKGROUND CLUSTERING                     | US   | 08/978,568 | 11/26/1997 |            |             | 3/28/2000  | 11/26/2017      | G      |
|               | 76635  | DIGITAL AUTOMATED ROLL CARRIER FILM SCAN MECHANISM   | DE   | 19859267.1 | 12/22/1998 | 19859267.1 | 7/15/1999   |            |                 | I      |
|               | 76635  | DIGITAL AUTOMATED ROLL CARRIER FILM SCAN MECHANISM   | JP   | 11/6521    | 1/13/1999  |            |             |            |                 | I      |
| 6147779       | 76635  | DIGITAL AUTOMATED ROLL CARRIER FILM SCAN MECHANISM   | US   | 09/007,004 | 1/14/1998  |            |             | 11/14/2000 | 1/14/2018       | G      |
|               | 77130  | AUTOMATIC COLOR DROPOUT USING LUMINANCE- CHROMINANCE SPACE PROCESSING                      | DE   | 19904997.1 | 2/8/1999   | 19904997.1 | 8/26/1999   |            |                 | I      |
| 6035058       | 77130  | AUTOMATIC COLOR DROPOUT USING LUMINANCE- CHROMINANCE SPACE PROCESSING                      | US   | 09/021,161 | 2/10/1998  |            |             | 3/7/2000   | 2/10/2018       | G      |
| 6160913       | 77506  | METHOD AND APPARATUS FOR DIGITAL HALFTONE DOTS DETECTION AND REMOVAL IN BUSINESS DOCUMENTS | US   | 09/047,660 | 3/25/1998  |            |             | 12/12/2000 | 3/25/2018       | G      |

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|               | 77772  | WITH MEASUREMENT OF AN IMAGE-BEARING SHEET                          | DE   | 19963244.8 | 12/27/1999 | 19963244.8 | 7/6/2000    |            |                 | I      |
| 2345132       | 77772  | WITH MEASUREMENT OF AN IMAGE-BEARING SHEET                          | GB   | 9828440.9  | 12/24/1998 | 2345132    | 6/28/2000   | 4/9/2003   | 12/24/2018      | I      |
|               | 77772  | A METHOD OF DETERMINING THE SPEED OF MOVEMENT OF A SHEET            | JP   | 11-366976  | 12/24/1999 |            |             |            |                 | I      |
| 6304314       | 77772  | DETERMINATION OF THE SPEED OF MOVEMENT OF AN IMAGE-BEARING SHEET    | US   | 09/464,430 | 12/16/1999 |            |             | 10/16/2001 | 12/16/2019      | G      |
| 2350006       | 78433  | AN IMAGE CAPTURE DEVICE HAVING A SCANNING MODE SWITCHING CAPABILITY | GB   | 0002914.0  | 2/10/2000  | 2350006    | 11/15/2000  | 5/7/2003   | 2/10/2020       | G      |
| 4642965       | 78433  | AN IMAGE CAPTURE DEVICE HAVING A                                    | JP   | 2000-70911 | 3/14/2000  |            |             | 12/10/2010 | 3/14/2020       | G      |

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|               |        | SCANNING MODE SWITCHING AND OR TOGGLE CAPABILITY  |      |            |            |            |            |            |                 |        |
| 6456403       | 78433  | AN IMAGE CAPTURE DEVICE HAVING A SCANNING MODE SWITCHING CAPABILITY                                 | US   | 09/272,105 | 3/19/1999  |            |            | 9/24/2002  | 3/19/2019       | G      |
| 69925354.3    | 78434  | AN IMAGE PROCESSING SYSTEM FOR REDUCING VERTICALLY DISPOSED PATTERNS ON IMAGES PRODUCED BY SCANNING | DE   | 99203957.8 | 11/25/1999 | 1014691    | 6/28/2000  | 5/18/2005  | 11/25/2019      | I      |
| 1014691       | 78434  | AN IMAGE PROCESSING SYSTEM FOR REDUCING VERTICALLY DISPOSED PATTERNS ON IMAGES PRODUCED BY SCANNING | EP   | 99203957.8 | 11/25/1999 | 1014691    | 6/28/2000  | 5/18/2005  | 11/25/2019      | I      |
| 1014691       | 78434  | AN IMAGE PROCESSING SYSTEM FOR REDUCING VERTICALLY DISPOSED PATTERNS ON IMAGES PRODUCED BY SCANNING | FR   | 99203957.8 | 11/25/1999 | 1014691    | 6/28/2000  | 5/18/2005  | 11/25/2019      | I      |
| 1014691       | 78434  | AN IMAGE PROCESSING SYSTEM FOR REDUCING VERTICALLY DISPOSED PATTERNS ON IMAGES PRODUCED BY SCANNING | GB   | 99203957.8 | 11/25/1999 | 1014691    | 6/28/2000  | 5/18/2005  | 11/25/2019      | I      |
| 4334712       | 78434  | AN IMAGE PROCESSING SYSTEM FOR REDUCING VERTICALLY DISPOSED PATTERNS ON IMAGES PRODUCED BY SCANNING | JP   | 11-355152  | 12/14/1999 |            |            | 7/3/2009   | 12/14/2019      | I      |
| 6317223       | 78434  | AN IMAGE PROCESSING SYSTEM FOR REDUCING VERTICALLY DISPOSED PATTERNS ON IMAGES PRODUCED BY SCANNING | US   | 09/211,600 | 12/14/1998 |            |            | 11/13/2001 | 12/14/2018      | G      |
|               | 78435  | A REGION-BASED IMAGE BINARIZATION SYSTEM  | DE   | 19956158.3 | 11/23/1999 | 19956158.3 | 6/8/2000   |            |                 | F      |
| 4261005       | 78435  | A REGION-BASED IMAGE BINARIZATION SYSTEM  | JP   | 11-343264  | 12/2/1999  |            |            | 2/20/2009  | 12/2/2019       | G      |
| 6393150       | 78435  | A REGION-BASED IMAGE BINARIZATION SYSTEM  | US   | 09/205,948 | 12/4/1998  |            |            | 5/21/2002  | 12/4/2018       | G      |
| 69926205.4    | 78823  | AN ARTIFACT REMOVAL TECHNIQUE FOR SKEW CORRECTED IMAGES   | DE   | 99203956.0 | 11/25/1999 | 1014677    | 6/28/2000  | 7/20/2005  | 11/25/2019      | G      |
| 1014677       | 78823  | AN ARTIFACT REMOVAL TECHNIQUE FOR SKEW CORRECTED IMAGES   | EP   | 99203956.0 | 11/25/1999 | 1014677    | 6/28/2000  | 7/20/2005  | 11/25/2019      | I      |

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| 1014677       | 78823  | AN ARTIFACT REMOVAL TECHNIQUE FOR SKEW CORRECTED IMAGES   | FR   | 99203956.0  | 11/25/1999 | 1014677  | 6/28/2000   | 7/20/2005  | 11/25/2019      | I      |
| 1014677       | 78823  | AN ARTIFACT REMOVAL TECHNIQUE FOR SKEW CORRECTED IMAGES   | GB   | 99203956.0  | 11/25/1999 | 1014677  | 6/28/2000   | 7/20/2005  | 11/25/2019      | I      |
| 4256042       | 78823  | AN ARTIFACT REMOVAL TECHNIQUE FOR SKEW CORRECTED IMAGES   | JP   | 11-318785   | 11/9/1999  |          |             | 2/6/2009   | 11/9/2019       | G      |
| 6282326       | 78823  | AN ARTIFACT REMOVAL TECHNIQUE FOR SKEW CORRECTED IMAGES   | US   | 09/211,125  | 12/14/1998 |          |             | 8/28/2001  | 12/14/2018      | G      |
| 2349028       | 79291  | CONTROLLER FOR A MULTIPLE ARRAY COLOR SENSOR  | GB   | 0003650.9   | 2/18/2000  | 2349028  | 10/18/2000  | 5/21/2003  | 2/18/2020       | I      |
|               | 79291  | CONTROLLER FOR A MULTIPLE ARRAY COLOR SENSOR  | JP   | 2000-106048 | 4/7/2000   |          |             |            |                 | I      |
| 6674926       | 79291  | CONTROLLER FOR A MULTIPLE ARRAY COLOR SENSOR  | US   | 09/289,351  | 4/9/1999   |          |             | 1/6/2004   | 4/9/2019        | G      |
| 2349635       | 79302  | SHEET FEEDING CONTROL FOR AN IMAGE READING DEVICE   | GB   | 0003651.7   | 2/18/2000  | 2349635  | 11/8/2000   | 12/11/2002 | 2/18/2020       | G      |
|               | 79302  | IMAGE READING DEVICE AND SHEET FEEDING METHOD THEREFOR  | JP   | 2000-115866 | 4/12/2000  |          |             |            |                 | I      |
| 6126160       | 79302  | SHEET FEEDING CONTROL FOR AN IMAGE READING DEVICE   | US   | 09/290,118  | 4/12/1999  |          |             | 10/3/2000  | 4/12/2019       | G      |
|               | 80599  | DOCUMENT SCANNING SYSTEM WITH DOCKABLE PLATEN FLATBED PROVIDING SHEET FED AND PLATEN SCANNING FUNCTIONS | EP   | 01202587.0  | 7/5/2001   | 1175082  | 1/23/2002   |            |                 | I      |
|               | 80599  | DOCUMENT SCANNING SYSTEM WITH DOCKABLE PLATEN FLATBED PROVIDING SHEET FED AND PLATEN SCANNING FUNCTIONS | JP   | 2001-216546 | 7/17/2001  |          |             |            |                 | I      |
| 6628433       | 80599  | DOCUMENT SCANNING SYSTEM WITH DOCKABLE PLATEN FLATBED PROVIDING SHEET FED AND PLATEN SCANNING FUNCTIONS | US   | 09/618,739  | 7/18/2000  |          |             | 9/30/2003  | 11/19/2021      | G      |
|               | 80600  | MEDIA ADJUSTMENT GUIDES FOR IMAGE FORMING APPARATUS   | EP   | 01203568.9  | 9/19/2001  | 1193199  | 4/3/2002    |            |                 | I      |
|               | 80600  | MEDIA ADJUSTMENT GUIDES FOR IMAGE FORMING APPARATUS   | JP   | 2001-289933 | 9/21/2001  |          |             |            |                 | I      |

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| 6315285       | 80600  | MEDIA ADJUSTMENT GUIDES FOR IMAGE FORMING APPARATUS   | US   | 09/672,245 | 9/28/2000  |          |            | 11/13/2001 | 9/28/2020       | G      |
|               | 80605  | A METHOD AND APPARATUS FOR MULTIPLE DOCUMENT DETECTION USING ULTRASONIC PHASE SHIFT AND AMPLITUDE | EP   | 01201279.5 | 4/9/2001   | 1148012  | 10/24/2001 |            |                 | I      |

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|               | 80605  | A METHOD AND APPARATUS FOR MULTIPLE DOCUMENT DETECTION USING ULTRASONIC PHASE SHIFT AND AMPLITUDE               | JP   | 2001-119347 | 4/18/2001  |               |            |            |                 | I      |
| 6511064       | 80605  | A METHOD AND APPARATUS FOR MULTIPLE DOCUMENT DETECTION USING ULTRASONIC PHASE SHIFT AND AMPLITUDE               | US   | 09/552,064  | 4/19/2000  |               |            | 1/28/2003  | 4/19/2020       | G      |
|               | 80645  | A HIGH-SPEED SCANNER HAVING IMAGE PROCESSING FOR IMPROVING THE COLOR REPRODUCTION AND VISUAL APPEARANCE THEREOF | JP   | 2002-42904  | 2/20/2002  |               |            |            |                 | I      |
| 6924909       | 80645  | A HIGH-SPEED SCANNER HAVING IMAGE PROCESSING FOR IMPROVING THE COLOR REPRODUCTION AND VISUAL APPEARANCE THEREOF | US   | 09/789,103  | 2/20/2001  | US20020113983 | 8/22/2002  | 8/2/2005   | 6/30/2023       | G      |
| 6299089       | 80793  | A LIGHT TIGHT CARTRIDGE FOR A ROLL OF WEB MATERIAL  | US   | 09/540,465  | 3/31/2000  |               |            | 10/9/2001  | 3/31/2020       | G      |
|               | 81804  | VERTICAL BLACK LINE REMOVAL IMPLEMENTATION  | EP   | 03075021.0  | 1/6/2003   | 1330116       | 7/23/2003  |            |                 | I      |
|               | 81804  | VERTICAL BLACK LINE REMOVAL IMPLEMENTATION  | JP   | 2003-7897   | 1/16/2003  | 2003-219183   |            |            |                 | I      |
| 6873728       | 81804  | VERTICAL BLACK LINE REMOVAL IMPLEMENTATION  | US   | 10/050,207  | 1/16/2002  | US20030133608 | 7/17/2003  | 3/29/2005  | 9/26/2023       | G      |
| 6757426       | 81920  | SYSTEM AND METHOD FOR IMAGE PROCESSING BY AUTOMATIC COLOR DROPOUT   | US   | 09/813,481  | 3/21/2001  | US20020136447 | 9/26/2002  | 6/29/2004  | 10/22/2022      | G      |

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| 60308739.6    | 81962  | AUTOMATIC IMAGE QUALITY EVALUATION AND CORRECTION TECHNIQUE FOR DIGITIZED AND THRESHOLDED DOCUMENT IMAGES | DE   | 03075022.8 | 1/6/2003   | 1330111     | 7/23/2003  | 10/4/2006  | 1/6/2023        | G      |
| 1330111       | 81962  | AUTOMATIC IMAGE QUALITY EVALUATION AND CORRECTION TECHNIQUE   | EP   | 03075022.8 | 1/6/2003   | 1330111     | 7/23/2003  | 10/4/2006  | 1/6/2023        | I      |
| 1330111       | 81962  | AUTOMATIC IMAGE QUALITY EVALUATION AND CORRECTION TECHNIQUE FOR DIGITIZED AND THRESHOLDED DOCUMENT IMAGES | FR   | 03075022.8 | 1/6/2003   | 1330111     | 7/23/2003  | 10/4/2006  | 1/6/2023        | G      |
| 1330111       | 81962  | AUTOMATIC IMAGE QUALITY EVALUATION AND CORRECTION TECHNIQUE FOR DIGITIZED AND THRESHOLDED DOCUMENT IMAGES | GB   | 03075022.8 | 1/6/2003   | 1330111     | 7/23/2003  | 10/4/2006  | 1/6/2023        | G      |
|               | 81962  | AUTOMATIC IMAGE QUALITY EVALUATION AND CORRECTION TECHNIQUE FOR DIGITIZED AND THRESHOLDED DOCUMENT IMAGES | JP   | 2003-8359  | 1/16/2003  | 2003-219184 |            |            |                 | I      |

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| 6970606       | 81962  | AUTOMATIC IMAGE QUALITY EVALUATION AND CORRECTION TECHNIQUE FOR DIGITIZED AND THRESHOLDED DOCUMENT IMAGES | US   | 10/050,206  | 1/16/2002  | US20030133623 | 7/17/2003  | 11/29/2005 | 10/18/2023      | G      |
|               | 82187  | DOCUMENT SCANNING SYSTEM WITH TETHERED PLATEN ELEMENT PROVIDING SHEET-FED AND PLATEN SCANNING FUNCTIONS   | EP   | 02080190.8  | 12/9/2002  | 1326419       | 7/9/2003   |            |                 | F      |
|               | 82187  | DOCUMENT SCANNING SYSTEM WITH TETHERED PLATEN ELEMENT PROVIDING SHEET-FED AND PLATEN SCANNING FUNCTIONS   | JP   | 2002-367404 | 12/18/2002 | 2003-234864   |            |            |                 | I      |
| 7583416       | 82187  | DOCUMENT SCANNING SYSTEM WITH TETHERED PLATEN ELEMENT PROVIDING SHEET-FED AND PLATEN                      | US   | 10/028,133  | 12/20/2001 | US20030117670 | 6/26/2003  | 9/1/2009   | 8/10/2025       | G      |

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|               |        | SCANNING FUNCTIONS  |      |             |            |               |            |            |                 |        |
|               | 82192  | THE GENERATION OF A COLOR DROPOUT FUNCTION FOR USE IN ELECTRONIC COLOR DROPOUT    | EP   | 02076532.7  | 4/18/2002  | 1257115       | 11/13/2002 |            |                 | I      |
|               | 82192  | THE GENERATION OF A COLOR DROPOUT FUNCTION FOR USE IN ELECTRONIC COLOR DROPOUT    | JP   | 2002-120320 | 4/23/2002  |               |            |            |                 | I      |
| 6823081       | 82192  | THE GENERATION OF A COLOR DROPOUT FUNCTION FOR USE IN ELECTRONIC COLOR DROPOUT    | US   | 09/845,903  | 4/30/2001  | US20020168102 | 11/14/2002 | 11/23/2004 | 1/18/2023       | G      |
|               | 82193  | DYNAMIC DOCUMENT FEEDER SYSTEM AND METHOD FOR MAXIMIZING SCANNER THROUGHPUT       | JP   | 2002-94309  | 3/29/2002  |               |            |            |                 | I      |
| 6750991       | 82193  | DYNAMIC DOCUMENT FEEDER SYSTEM AND METHOD FOR MAXIMIZING SCANNER THROUGHPUT       | US   | 09/822,099  | 3/30/2001  | US20020140995 | 10/3/2002  | 6/15/2004  | 12/28/2022      | G      |
|               | 82194  | DOCUMENT SCANNER HAVING A SELECTABLE RANGE OF RESOLUTIONS WITH REDUCED PROCESSING | JP   | 2002-94308  | 3/29/2002  |               |            |            |                 | I      |
| 6831761       | 82194  | DOCUMENT SCANNER HAVING A SELECTABLE RANGE OF RESOLUTIONS WITH REDUCED PROCESSING | US   | 09/822,050  | 3/30/2001  | US20020140998 | 10/3/2002  | 12/14/2004 | 9/22/2022       | G      |
|               | 82451  | IMAGE COLOR BALANCE FOR SCANNERS USING AN ILLUMINATION SPECTRAL SENSOR            | EP   | 03075176.2  | 1/20/2003  | 1335585       | 8/13/2003  |            |                 | I      |
|               | 82451  | IMAGE COLOR BALANCE FOR SCANNERS USING AN ILLUMINATION SPECTRAL SENSOR            | JP   | 2003-20756  | 1/29/2003  | 2003-244454   |            |            |                 | I      |
| 7251065       | 82451  | IMAGE COLOR BALANCE FOR SCANNERS USING AN ILLUMINATION SPECTRAL SENSOR            | US   | 10/062,049  | 1/31/2002  | US20030147110 | 8/7/2003   | 7/31/2007  | 11/25/2024      | G      |



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|               | 82766  | FILM SCANNER  | CA   | 2338888        | 8/30/1999  |               |            |            |                 | I      |
|               | 82766  | FILM SCANNER  | EP   | 97907621.3     | 2/12/1997  | 0882355       | 8/28/1997  |            |                 | I      |
|               | 82766  | FILM SCANNER  | EP   | 99948074.2     | 8/30/1999  | 1112654       | 3/16/2000  |            |                 | I      |
|               | 82766  | FILM SCANNER  | JP   | 2000-569575    | 8/30/1999  |               |            |            |                 | I      |
| 5872591       | 82766  | FILM SCANNER  | US   | 08/604,330     | 2/21/1996  |               |            | 2/16/1999  | 2/21/2016       | I      |
| 6037974       | 82766  | FILM SCANNER  | US   | 09/137,716     | 8/21/1998  |               |            | 3/14/2000  | 2/21/2016       | I      |
| 6268936       | 82766  | FILM SCANNER  | US   | 09/137,889     | 8/21/1998  |               |            | 7/31/2001  | 2/21/2016       | G      |
| 6100924       | 82766  | FILM SCANNER  | US   | 09/137,972     | 8/21/1998  |               |            | 8/8/2000   | 2/21/2016       | I      |
| 6421079       | 82766  | FILM SCANNER  | US   | 09/149,612     | 9/8/1998   |               |            | 7/16/2002  | 2/21/2016       | I      |
|               | 82766  | FILM SCANNER  | WO   | PCT/US97/02285 | 2/12/1997  |               |            |            |                 | I      |
|               | 82766  | FILM SCANNER  | WO   | PCT/US99/19709 | 8/30/1999  |               |            |            |                 | I      |
|               | 82835  | A SYSTEM FOR ACCOMMODATING THIRD PARTY IMAGING PROCESSING SOLUTIONS IN A SCANNER  | EP   | 02079031.7     | 9/30/2002  | 1304861       | 4/23/2003  |            |                 | F      |
|               | 82835  | A SYSTEM FOR ACCOMMODATING THIRD PARTY IMAGING PROCESSING SOLUTIONS IN A SCANNER  | JP   | 2002-290431    | 10/2/2002  | 2003-204407   |            |            |                 | I      |
| 7064870       | 82835  | A SYSTEM FOR ACCOMMODATING THIRD PARTY IMAGING PROCESSING SOLUTIONS IN A SCANNER  | US   | 09/976,124     | 10/11/2001 | US20030072026 | 4/17/2003  | 6/20/2006  | 2/24/2024       | G      |
| 60308456.7    | 83456  | A METHOD AND APPARATUS FOR TRANSPARENCY SCANNING WITH A DUPLEX REFLECTIVE SCANNER | DE   | 03077182.8     | 7/10/2003  | 1385328       | 1/28/2004  | 9/20/2006  | 7/10/2023       | G      |
| 1385328       | 83456  | A METHOD AND APPARATUS FOR TRANSPARENCY SCANNING WITH A DUPLEX REFLECTIVE SCANNER | EP   | 03077182.8     | 7/10/2003  | 1385328       | 1/28/2004  | 9/20/2006  | 7/10/2023       | I      |
| 1385328       | 83456  | A METHOD AND APPARATUS FOR TRANSPARENCY SCANNING WITH A DUPLEX REFLECTIVE SCANNER | FR   | 03077182.8     | 7/10/2003  | 1385328       | 1/28/2004  | 9/20/2006  | 7/10/2023       | G      |
| 1385328       | 83456  | A METHOD AND APPARATUS FOR TRANSPARENCY SCANNING WITH A DUPLEX REFLECTIVE SCANNER | GB   | 03077182.8     | 7/10/2003  | 1385328       | 1/28/2004  | 9/20/2006  | 7/10/2023       | G      |

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|               | 83456  | A METHOD AND APPARATUS FOR TRANSPARENCY SCANNING WITH A DUPLEX REFLECTIVE SCANNER | JP   | 2003-156504 | 6/2/2003   | 2004-72725    |            |            |                 | I      |
| 7142335       | 83456  | A METHOD AND APPARATUS FOR TRANSPARENCY SCANNING WITH A DUPLEX REFLECTIVE SCANNER | US   | 10/201,677  | 7/22/2002  | US20040012825 | 1/22/2004  | 11/28/2006 | 12/21/2024      | G      |
| 60318348.4    | 83778  | RETRACTABLE LAMP FOR AN IMPROVED DOCUMENT SCANNER PAPER PATH                      | DE   | 03076162.1  | 4/22/2003  | 1361744       | 11/12/2003 | 1/2/2008   | 4/22/2023       | G      |
| 1361744       | 83778  | RETRACTABLE LAMP FOR AN IMPROVED DOCUMENT SCANNER PAPER PATH                      | EP   | 03076162.1  | 4/22/2003  | 1361744       | 11/12/2003 | 1/2/2008   | 4/22/2023       | I      |

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| 1361744       | 83778  | RETRACTABLE LAMP FOR AN IMPROVED DOCUMENT SCANNER PAPER PATH  | FR   | 03076162.1  | 4/22/2003  | 1361744       | 11/12/2003 | 1/2/2008   | 4/22/2023       | G      |
| 1361744       | 83778  | RETRACTABLE LAMP FOR AN IMPROVED DOCUMENT SCANNER PAPER PATH  | GB   | 03076162.1  | 4/22/2003  | 1361744       | 11/12/2003 | 1/2/2008   | 4/22/2023       | G      |
| 4035078       | 83778  | SCANNER USING PLATEN SCANNING AND SHEET FED SCANNING IN COMBINATION                                     | JP   | 2003-114597 | 4/18/2003  | 2003-333278   |            | 11/2/2007  | 4/18/2023       | G      |
| 7130088       | 83778  | RETRACTABLE LAMP FOR AN IMPROVED DOCUMENT SCANNER PAPER PATH  | US   | 10/136,502  | 5/1/2002   | US20030206318 | 11/6/2003  | 10/31/2006 | 5/3/2025        | G      |
|               | 83779  | DOCUMENT SCANNING SYSTEM WITH DOCKABLE PLATEN FLATBED PROVIDING SHEET FED AND PLATEN SCANNING FUNCTIONS | EP   | 03076227.2  | 4/28/2003  | 1361746       | 11/12/2003 |            |                 | I      |
| 4074220       | 83779  | DOCUMENT SCANNING SYSTEM WITH DOCKABLE PLATEN FLATBED PROVIDING SHEET FED AND PLATEN SCANNING           | JP   | 2003-130694 | 5/8/2003   | 2003-333242   |            | 2/1/2008   | 5/8/2023        | I      |

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|               |        | FUNCTIONS   |      |             |            |               |            |            |                 |        |
| 7031032       | 83779  | DOCUMENT SCANNING SYSTEM WITH DOCKABLE PLATEN FLATBED PROVIDING SHEET FED AND PLATEN SCANNING FUNCTIONS | US   | 10/143,276  | 5/10/2002  | US20030210433 | 11/13/2003 | 4/18/2006  | 9/23/2024       | G      |
| 60309412.0    | 84451  | A METHOD FOR DETERMINING SKEW ANGLE AND LOCATION OF A DOCUMENT IN AN OVER-SCANNED IMAGE                 | DE   | 03077941.7  | 9/18/2003  | 1408681       | 4/14/2004  | 11/2/2006  | 9/18/2023       | G      |
| 1408681       | 84451  | A METHOD FOR DETERMINING SKEW ANGLE AND LOCATION OF A DOCUMENT IN AN OVER-SCANNED IMAGE                 | EP   | 03077941.7  | 9/18/2003  | 1408681       | 4/14/2004  | 11/2/2006  | 9/18/2023       | I      |
| 1408681       | 84451  | A METHOD FOR DETERMINING SKEW ANGLE AND LOCATION OF A DOCUMENT IN AN OVER-SCANNED IMAGE                 | FR   | 03077941.7  | 9/18/2003  | 1408681       | 4/14/2004  | 11/2/2006  | 9/18/2023       | G      |
| 1408681       | 84451  | A METHOD FOR DETERMINING SKEW ANGLE AND LOCATION OF A DOCUMENT IN AN OVER-SCANNED IMAGE                 | GB   | 03077941.7  | 9/18/2003  | 1408681       | 4/14/2004  | 11/2/2006  | 9/18/2023       | G      |
| 4095947       | 84451  | A METHOD FOR DETERMINING SKEW ANGLE AND LOCATION OF A DOCUMENT IN AN OVER-SCANNED IMAGE                 | JP   | 2003-343239 | 10/1/2003  |               |            | 3/14/2008  | 10/1/2023       | G      |
| 7027666       | 84451  | A METHOD FOR DETERMINING SKEW ANGLE AND LOCATION OF A DOCUMENT IN AN OVER-SCANNED IMAGE                 | US   | 10/262,049  | 10/1/2002  | US20040062455 | 4/1/2004   | 4/11/2006  | 4/22/2024       | G      |
| 60320076.1    | 84573  | ELECTRONIC COLOR DROPOUT UTILIZING SPATIAL CONTEXT TO ENHANCE ACCURACY                                  | DE   | 03077654.6  | 8/25/2003  | 1403812       | 3/31/2004  | 4/2/2008   | 8/25/2023       | I      |
| 1403812       | 84573  | ELECTRONIC COLOR DROPOUT UTILIZING SPATIAL CONTEXT TO ENHANCE ACCURACY                                  | EP   | 03077654.6  | 8/25/2003  | 1403812       | 3/31/2004  | 4/2/2008   | 8/25/2023       | I      |

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| 1403812        | 84573  | ELECTRONIC COLOR DROPOUT UTILIZING SPATIAL CONTEXT TO ENHANCE ACCURACY   | GB   | 03077654.6     | 8/25/2003  | 1403812       | 3/31/2004  | 4/2/2008   | 8/25/2023       | I      |
|                | 84573  | ELECTRONIC COLOR DROPOUT UTILIZING SPATIAL CONTEXT TO ENHANCE ACCURACY   | JP   | 2003-200531    | 7/23/2003  | 2004-135269   |            |            |                 | I      |
| 7020328        | 84573  | ELECTRONIC COLOR DROPOUT UTILIZING SPATIAL CONTEXT TO ENHANCE ACCURACY   | US   | 10/235,015     | 9/4/2002   | US20040042657 | 3/4/2004   | 3/28/2006  | 5/5/2024        | G      |
| 6822674        | 85209  | A SCANNING METHOD AND APPARATUS FOR PHOTOGRAPHIC MEDIA                   | US   | 10/247,943     | 9/20/2002  | US20040056951 | 3/25/2004  | 11/23/2004 | 11/2/2022       | G      |
| 200410003329.X | 85569  | AN APPARATUS FOR DETECTION OF MULTIPLE DOCUMENTS IN A DOCUMENT TRANSPORT | CN   | 200410003329.X | 1/20/2004  | 1517289       | 8/4/2004   | 10/17/2007 | 1/19/2024       | G      |
| 602004001997.6 | 85569  | AN APPARATUS FOR DETECTION OF MULTIPLE DOCUMENTS IN A DOCUMENT TRANSPORT | DE   | 04075095.2     | 1/15/2004  | 1440924       | 7/28/2004  | 8/23/2006  | 1/15/2024       | G      |
| 1440924        | 85569  | AN APPARATUS FOR DETECTION OF MULTIPLE DOCUMENTS IN A DOCUMENT TRANSPORT | EP   | 04075095.2     | 1/15/2004  | 1440924       | 7/28/2004  | 8/23/2006  | 1/15/2024       | I      |
| 1440924        | 85569  | AN APPARATUS FOR DETECTION OF MULTIPLE                                   | FR   | 04075095.2     | 1/15/2004  | 1440924       | 7/28/2004  | 8/23/2006  | 1/15/2024       | G      |

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| 1440924        | 85569  | AN APPARATUS FOR DETECTION OF MULTIPLE DOCUMENTS IN A DOCUMENT TRANSPORT         | GB   | 04075095.2     | 1/15/2004  | 1440924       | 7/28/2004  | 8/23/2006  | 1/15/2024       | G      |
|                | 85569  | AN APPARATUS FOR DETECTION OF MULTIPLE DOCUMENTS IN A DOCUMENT TRANSPORT         | JP   | 2004-14416     | 1/22/2004  | 2004-224572   |            |            |                 | I      |
| 6913259        | 85569  | AN APPARATUS FOR DETECTION OF MULTIPLE DOCUMENTS IN A DOCUMENT TRANSPORT         | US   | 10/351,698     | 1/27/2003  | US20040145110 | 7/29/2004  | 7/5/2005   | 3/28/2023       | G      |
| 200480022470.2 | 86316  | SCANNING IRREGULARLY SHAPED DOCUMENTS  | CN   | 200480022470.2 | 7/20/2004  | 1833428       | 9/13/2006  | 8/5/2009   | 7/19/2024       | G      |
|                | 86316  | SCANNING IRREGULARLY SHAPED DOCUMENTS  | EP   | 04757170.8     | 7/20/2004  | 1652370       | 5/3/2006   |            |                 | F      |
|                | 86316  | SCANNING IRREGULARLY SHAPED DOCUMENTS  | JP   | 2006-522586    | 7/20/2004  | 2007-501565   | 1/25/2007  |            |                 | I      |
| 7336404        | 86316  | A METHOD AND APPARATUS FOR SCANNING IRREGULAR SHAPED DOCUMENTS                   | US   | 10/633,777     | 8/4/2003   | US20050030597 | 2/10/2005  | 2/26/2008  | 7/24/2026       | G      |
|                | 86316  | SCANNING IRREGULARLY SHAPED DOCUMENTS  | WO   | PCT/US04/23390 | 7/20/2004  | WO200518220   | 2/24/2005  |            |                 | I      |
| 6862117        | 86517  | METHOD AND APPARATUS FOR REDUCING THE EFFECT OF BLEED-THROUGH ON CAPTURED IMAGES | US   | 09/702,546     | 10/31/2000 |               |            | 3/1/2005   | 10/31/2020      | G      |
|                | 86517  | METHOD AND APPARATUS FOR REDUCING THE EFFECT OF BLEED-THROUGH ON CAPTURED IMAGES | US   | 60/174,027     | 12/30/1999 |               |            |            | 12/30/2000      | I      |

| Patent Number | Docket | Title                                  | Ctry | Appln No       | Appln Date | Publn No    | Publn Date | Grant Date | Expiration Date | Status |
|---------------|--------|--|------|----------------|------------|-------------|------------|------------|-----------------|--------|
|               | 87278  | SCANNER WITH REMOVABLE DOCUMENT GUIDES | CN   | 200580003058.0 | 1/7/2005   | 1910898     | 2/7/2007   |            |                 | I      |
|               | 87278  | SCANNER WITH REMOVABLE DOCUMENT GUIDES | EP   | 05705441.3     | 1/7/2005   | 1706989     | 10/4/2006  |            |                 | I      |
|               | 87278  | SCANNER WITH REMOVABLE DOCUMENT GUIDES | JP   | 2006-551127    | 1/7/2005   | 2007-525116 | 8/30/2007  |            |                 | I      |

| Patent Number | Docket | Title   | Ctry | Appln No       | Appln Date | Publn No      | Publn Date | Grant Date | Expiration Date | Status |
|---------------|--------|---|------|----------------|------------|---------------|------------|------------|-----------------|--------|
| 7428084       | 87278  | A SCANNER WITH REMOVABLE IMAGE GUIDES                   | US   | 10/763,599     | 1/23/2004  | US20050162710 | 7/28/2005  | 9/23/2008  | 10/7/2026       | G      |
|               | 87278  | SCANNER WITH REMOVABLE DOCUMENT GUIDES                  | WO   | PCT/US05/00785 | 1/7/2005   | WO200574247   | 8/11/2005  |            |                 | I      |
| 6968093       | 89012  | PIXEL PROCESSING SYSTEM FOR IMAGE SCANNING APPLICATIONS | US   | 09/957,946     | 9/20/2001  |               |            | 11/22/2005 | 7/21/2023       | G      |
|               | 94187  | DOCUMENT TRANSPORT APPARATUS                            | CN   | 200980143455.6 | 11/12/2009 |               |            |            |                 | F      |
|               | 94187  | DOCUMENT TRANSPORT APPARATUS                            | EP   | 09756587.3     | 11/12/2009 | 2351346       | 8/3/2011   |            |                 | F      |
|               | 94187  | DOCUMENT TRANSPORT APPARATUS                            | JP   | 2011-537414    | 11/12/2009 | JP2012510076  | 4/26/2012  |            |                 | F      |

| Patent Number | Docket | Title  | Ctry | Appln No         | Appln Date | Publn No      | Publn Date | Grant Date | Expiration Date | Status |
|---------------|--------|--|------|------------------|------------|---------------|------------|------------|-----------------|--------|
|               | 94187  | DOCUMENT TRANSPORT APPARATUS   | TW   | 098139756        | 11/23/2009 | TW201031174   | 8/16/2010  |            |                 | F      |
| 7828279       | 94187  | DOCUMENT TRANSPORT APPARATUS   | US   | 12/276,641       | 11/24/2008 | US20100127447 | 5/27/2010  | 11/9/2010  | 1/27/2029       | G      |
|               | 94187  | DOCUMENT TRANSPORT APPARATUS   | WO   | PCT/US09/06081   | 11/12/2009 | WO201059192   | 5/27/2010  |            |                 | I      |
| 7920296       | 94424  | AN AUTOMATIC METHOD OF DETERMINING THE IMAGE AND NON-IMAGE SIDES FROM SCANNED HARDCOPY MEDIA | US   | 11/956,452       | 12/14/2007 | US20090153925 | 6/18/2009  | 4/5/2011   | 10/6/2029       | G      |
| 8290205       | 95650  | DATING IMAGES FROM SCANNED WATERMARKS  | US   | 12/491,268       | 6/25/2009  | US20100329575 | 12/30/2010 | 10/16/2012 | 7/3/2031        | G      |
|               | 95875  | DOCUMENT SCANNER WITH AUTOMATIC DUST AVOIDANCE   | US   | 12/636,867       | 12/14/2009 | US20110141535 | 6/16/2011  |            |                 | F      |
|               | 95875  | DOCUMENT SCANNER WITH AUTOMATIC DUST AVOIDANCE   | WO   | PCT/US10/58633   | 12/2/2010  | WO201175315   | 6/23/2011  |            |                 | I      |
|               | 96095  | METHOD FOR SONIC DOCUMENT CLASSIFICATION   | BR   | BR112012021648-1 | 3/23/2011  |               |            |            |                 | F      |
|               | 96095  | METHOD FOR SONIC DOCUMENT CLASSIFICATION   | CN   | 201180017107.1   | 3/23/2011  |               |            |            |                 | F      |
|               | 96095  | METHOD FOR SONIC DOCUMENT CLASSIFICATION   | EP   | 11712404.0       | 3/23/2011  | EP2552815     | 2/6/2013   |            |                 | F      |

| Patent Number | Docket | Title   | Ctry | Appln No        | Appln Date | Publn No      | Publn Date | Grant Date | Expiration Date | Status |
|---------------|--------|---|------|-----------------|------------|---------------|------------|------------|-----------------|--------|
|               | 96095  | METHOD FOR SONIC DOCUMENT CLASSIFICATION                    | IN   | 7727/DELNP/2012 | 3/23/2011  |               |            |            |                 | F      |
|               | 96095  | METHOD FOR SONIC DOCUMENT CLASSIFICATION                    | JP   | FILED           | 3/23/2011  |               |            |            |                 | F      |
|               | 96095  | METHOD FOR SONIC DOCUMENT CLASSIFICATION                    | TW   | FILED           | 3/28/2011  | TW201206814   | 2/16/2012  |            |                 | F      |
|               | 96095  | METHOD FOR SONIC DOCUMENT CLASSIFICATION                    | US   | 12/748,712      | 3/29/2010  | US20110238422 | 9/29/2011  |            | 3/29/2030       | F      |
|               | 96095  | METHOD FOR SONIC DOCUMENT CLASSIFICATION                    | WO   | PCT/US11/29505  | 3/23/2011  | WO2011123295  | 10/6/2011  |            |                 | I      |
|               | 96155  | SONIC DOCUMENT CLASSIFICATION                               | TW   | 100110654       | 3/28/2011  | TW201209373   | 3/1/2012   |            |                 | F      |
|               | 96155  | SONIC DOCUMENT CLASSIFICATION                               | US   | 12/748,732      | 3/29/2010  | US20110238423 | 9/29/2011  |            | 3/29/2030       | F      |
|               | 96155  | APPARATUS FOR CLASSIFYING DOCUMENTS USING ACOUSTIC EMISSION | WO   | PCT/US11/28914  | 3/18/2011  | WO2011123256  | 10/6/2011  |            |                 | I      |
|               | 96320  | A DOCUMENT SCANNER  | CN   | FILED           | 7/15/2011  |               |            |            |                 | F      |
|               | 96320  | A DOCUMENT SCANNER  | EP   | 11736508.0      | 7/15/2011  |               |            |            |                 | F      |
|               | 96320  | A DOCUMENT SCANNER  | TW   | 100125513       | 7/19/2011  | TW201223238   | 6/1/2012   |            |                 | F      |



| Patent Number | Docket | Title  | Ctry | Appln No       | Appln Date | Publn No      | Publn Date | Grant Date | Expiration Date | Status |
|---------------|--------|--|------|----------------|------------|---------------|------------|------------|-----------------|--------|
|               | 96320  | DOCUMENT SCANNER                                 | US   | 12/839,471     | 7/20/2010  | US20120019841 | 1/26/2012  |            | 7/20/2030       | F      |
|               | 96320  | A DOCUMENT SCANNER                               | WO   | PCT/US11/44100 | 7/15/2011  | WO2012012273  | 1/26/2012  |            |                 | I      |
|               | 96376  | DOCUMENT SCANNER                                 | US   | 12/858,488     | 8/18/2010  | US20120044547 | 2/23/2012  |            |                 | F      |
|               | 96376  | A DOCUMENT SCANNER                               | WO   | PCT/US11/47362 | 8/11/2011  | WO2012024151  | 2/23/2012  |            |                 | I      |
|               | 96442  | METHOD FOR DOCUMENT SCANNING                     | TW   | 100125516      | 7/19/2011  |               |            |            |                 | F      |
|               | 96442  | METHOD FOR DOCUMENT SCANNING                     | US   | 12/839,476     | 7/20/2010  | US20120019874 | 1/26/2012  |            | 7/20/2030       | F      |
|               | 96442  | METHOD FOR DOCUMENT SCANNING                     | WO   | PCT/US11/44101 | 7/15/2011  | WO2012012274  | 1/26/2012  |            |                 | I      |
|               | 96504  | METHOD OF SCANNING DOCUMENTS                     | US   | 12/858,498     | 8/18/2010  | US20120044548 | 2/23/2012  |            |                 | F      |
|               | 96504  | A METHOD OF SCANNING DOCUMENTS                   | WO   | PCT/US11/46349 | 8/3/2011   | WO2012024082  | 2/23/2012  |            |                 | F      |
|               | 96531  | FORWARD FACING SCANNER                           | TW   | 101114335      | 4/23/2012  | TW201251422   | 12/16/2012 |            |                 | F      |
|               | 96531  | FORWARD FACING SCANNER                           | US   | 13/094,200     | 4/26/2011  | US20120274994 | 11/1/2012  |            |                 | F      |
|               | 96531  | SHEET FED SCANNER AND FLAT BED SCANNER SYSTEM    | WO   | PCT/US12/34607 | 4/23/2012  |               |            |            |                 | I      |
|               | 96723  | SORTING BY CONTROLLING SCANNED DOCUMENT VELOCITY | US   | 13/155,838     | 6/8/2011   | US20120313312 | 12/13/2012 |            |                 | F      |

| Patent Number | Docket   | Title  | Ctry | Appln No       | Appln Date | Publn No      | Publn Date | Grant Date | Expiration Date | Status |
|---------------|----------|--|------|----------------|------------|---------------|------------|------------|-----------------|--------|
|               | 96723    | SORTING BY CONTROLLING SCANNED DOCUMENT VELOCITY       | WO   | PCT/US12/40098 | 5/31/2012  | WO2012170267  | 12/13/2012 |            |                 | I      |
|               | 96814    | JAM SENSING AT DOCUMENT FEEDING STATION                | US   | 13/273,263     | 10/14/2011 |               |            |            |                 | F      |
|               | 96814    | JAM SENSING AT DOCUMENT FEEDING STATION                | WO   | PCT/US12/59420 | 10/10/2012 |               |            |            |                 | I      |
|               | H10035   | REAL TIME ELECTRONIC REGISTRATION OF SCANNED DOCUMENTS | CA   | 2374791        | 5/16/2001  |               |            |            |                 | I      |
|               | H10035   | REAL TIME ELECTRONIC REGISTRATION OF SCANNED DOCUMENTS | EP   | 01110123.5     | 5/3/2001   | 1158768       | 5/12/2004  |            |                 | I      |
|               | H10035   | REAL TIME ELECTRONIC REGISTRATION OF SCANNED DOCUMENTS | JP   | 2001-584993    | 5/16/2001  | JP2003533923  |            |            |                 | I      |
| 6912325       | H10035   | REAL TIME ELECTRONIC REGISTRATION OF SCANNED DOCUMENTS | US   | 09/572,259     | 5/17/2000  | US20030035593 | 2/20/2003  | 6/28/2005  | 5/17/2020       | G      |
|               | H10035   | REAL TIME ELECTRONIC REGISTRATION OF SCANNED DOCUMENTS | WO   | PCT/US01/15749 | 5/16/2001  | 01/88663      | 11/22/2001 |            |                 | I      |
|               | H10055-4 | INTERACTIVE HARDCOPY RE-SAMPLING WITHOUT RE-SCANNING   | CA   | 2375175        | 5/16/2001  |               |            |            |                 | I      |

| Patent Number | Docket   | Title   | Ctry | Appln No       | Appln Date | Publn No       | Publn Date | Grant Date | Expiration Date | Status |
|---------------|----------|---|------|----------------|------------|----------------|------------|------------|-----------------|--------|
|               | H10055-4 | INTERACTIVE<br>HARDCOPY RE-<br>SAMPLING WITHOUT RE-<br>SCANNING | DE   | 10123759.6     | 5/16/2001  | 10123759       | 11/22/2001 |            |                 | I      |
|               | H10055-4 | INTERACTIVE<br>HARDCOPY RE-<br>SAMPLING WITHOUT RE-<br>SCANNING | EP   | 01111262.0     | 5/16/2001  | 1156656        | 9/10/2003  |            |                 | I      |
|               | H10055-4 | INTERACTIVE<br>HARDCOPY RE-<br>SAMPLING WITHOUT RE-<br>SCANNING | JP   | 2001-584358    | 5/16/2001  |                |            |            |                 | I      |
| 6437878       | H10055-4 | INTERACTIVE<br>HARDCOPY RE-<br>SAMPLING WITHOUT RE-<br>SCANNING | US   | 09/572,478     | 5/17/2000  |                |            | 8/20/2002  | 5/17/2020       | G      |
|               | H10055-4 | INTERACTIVE<br>HARDCOPY RE-<br>SAMPLING WITHOUT RE-<br>SCANNING | WO   | PCT/US01/40746 | 5/16/2001  | WO 01/88842 A1 | 11/22/2001 |            |                 | I      |
|               | K000259  | FORWARD FACING<br>SCANNER                                       | US   | 13/094,218     | 4/26/2011  | US20120274995  | 11/1/2012  |            |                 | F      |
|               | K000405  | METHOD FOR<br>SEGMENTING A<br>COMPOSITE IMAGE                   | US   | 13/217,376     | 8/25/2011  |                |            |            |                 | F      |
|               | K000405  | METHOD FOR<br>SEGMENTING A<br>COMPOSITE IMAGE                   | WO   | PCT/US12/51241 | 8/17/2012  |                |            |            |                 | I      |
|               | K000456  | DETERMINING   | US   | 13/272,599     | 10/13/2011 |                |            |            |                 | F      |

| Patent Number | Docket  | Title  | Ctry | Appln No       | Appln Date | Publn No | Publn Date | Grant Date | Expiration Date | Status |
|---------------|---------|--|------|----------------|------------|----------|------------|------------|-----------------|--------|
|               |         | DOCUMENT CHARACTERISTICS PRIOR TO SCANNING             |      |                |            |          |            |            |                 |        |
|               | K000456 | DETERMINING DOCUMENT CHARACTERISTICS PRIOR TO SCANNING | WO   | PCT/US12/54997 | 9/13/2012  |          |            |            |                 | F      |
|               | K000649 | DOCUMENT SCANNER                                       | US   | 13/307,406     | 11/30/2011 |          |            |            |                 | F      |
|               | K000649 | DOCUMENT SCANNER                                       | WO   | PCT/US12/66972 | 11/29/2012 |          |            |            |                 | F      |
|               | K000659 | DOCUMENT SCANNER                                       | US   | 13/272,616     | 10/13/2011 |          |            |            |                 | F      |
|               | K000740 | METHOD FOR SCANNING DOCUMENTS                          | US   | 13/307,447     | 11/30/2011 |          |            |            |                 | F      |
|               | K000751 | SCANNER WITH EXCEPTION PREVIEW                         | TW   | FILED          |            |          |            |            |                 | D      |
|               | K000751 | SCANNER WITH EXCEPTION PREVIEW                         | US   | 13/326,368     | 12/15/2011 |          |            |            |                 | F      |
|               | K000751 | SCANNER WITH EXCEPTION PREVIEW                         | WO   | PCT/US12/67256 | 11/30/2012 |          |            |            |                 | F      |

**Annex 2**

**TRANSFERRED TRADEMARKS AND PRODUCT NAMES**

**Registered Trademarks**

|              |                |                |                       |               |                 |               |                |               |
|--------------|----------------|----------------|-----------------------|---------------|-----------------|---------------|----------------|---------------|
| <i>Mark:</i> | INFINITY WF    |                |                       |               |                 |               |                |               |
| <b>ID</b>    | <b>Country</b> | <b>Classes</b> | <b>Reg. Owner</b>     | <b>App. #</b> | <b>Appt. Dt</b> | <b>Reg. #</b> | <b>Reg. Dt</b> | <b>Status</b> |
| 176271       | United States  | 9              | Eastman Kodak Company | 77138721      | 3/23/2007       | 3517245       | 10/14/2008     | Registered    |

|              |                              |                |                       |               |                 |               |                |               |
|--------------|------------------------------|----------------|-----------------------|---------------|-----------------|---------------|----------------|---------------|
| <i>Mark:</i> | INNOVATION SERIES            |                |                       |               |                 |               |                |               |
| <b>ID</b>    | <b>Country</b>               | <b>Classes</b> | <b>Reg. Owner</b>     | <b>App. #</b> | <b>Appt. Dt</b> | <b>Reg. #</b> | <b>Reg. Dt</b> | <b>Status</b> |
| 169239       | Albania                      | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169240       | Algeria                      | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 168867       | Australia                    | 9              | Eastman Kodak Company | 880804        | 6/28/2001       | 880804        | 6/28/2001      | Registered    |
| 169243       | Azerbaijan                   | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169244       | Belarus                      | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169245       | Belgium                      | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169246       | Benelux                      | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169247       | Bosnia And Herzegovina       | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169248       | Bulgaria                     | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 168880       | Canada                       | 9              | Eastman Kodak Company | 1107997       | 6/27/2001       | 614080        | 6/27/2004      | Registered    |
| 168863       | Chile                        | 9              | Eastman Kodak Company | 980277        | 11/22/2011      | 946516        | 12/10/2011     | Registered    |
| 168872       | China (People's Republic Of) | 9              | Eastman Kodak Company | 2001118031    | 7/5/2001        | 1915615       | 2/7/2004       | Registered    |
| 169249       | Croatia                      | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169251       | Czechoslovakia               | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169252       | Denmark                      | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169253       | Egypt                        | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169255       | Finland                      | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169214       | France                       | 9              | Eastman Kodak Company | 880804        | 6/28/2001       | 013108300     |                | Registered    |
| 169257       | German Democratic Republic   | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169259       | Germany                      | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169260       | Greece                       | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169261       | Hungary                      | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 168870       | India                        | 9              | Eastman Kodak Company | 1021742       | 6/29/2001       | 1021742       | 6/29/2001      | Registered    |
| 169262       | Ireland                      | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169263       | Italy                        | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169264       | Kenya                        | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169265       | Kyrgyz Republic              | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169266       | Latvia                       | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169267       | Liberia                      | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169268       | Liechtenstein                | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169269       | Lithuania                    | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169270       | Luxembourg                   | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169271       | Macedonia                    | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |

| Mark: INNOVATION SERIES |                       |                |                       |               |                 |               |                |               |
|-------------------------|-----------------------|----------------|-----------------------|---------------|-----------------|---------------|----------------|---------------|
| <u>ID</u>               | <u>Country</u>        | <u>Classes</u> | <u>Reg. Owner</u>     | <u>App. #</u> | <u>Appt. Dt</u> | <u>Reg. #</u> | <u>Reg. Dt</u> | <u>Status</u> |
| 168876                  | Mexico                | 9              | Eastman Kodak Company | 492867        | 6/27/2001       | 716078        | 6/27/2001      | Registered    |
| 169272                  | Moldova               | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169273                  | Morocco               | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169274                  | Mozambique            | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169275                  | Netherlands           | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169276                  | Norway                | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169277                  | Poland                | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169278                  | Portugal              | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169279                  | Romania               | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169280                  | Russian Federation    | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169281                  | San Marino            | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169298                  | Serbia and Montenegro | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169282                  | Sierra Leone          | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169283                  | Slovak Republic       | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169284                  | Slovenia              | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169285                  | Spain                 | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169286                  | Sudan                 | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169287                  | Swaziland             | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169289                  | Switzerland           | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169290                  | Tajikistan            | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169291                  | Tunisia               | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169293                  | Turkmenistan          | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169294                  | Ukraine               | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169295                  | United Kingdom        | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169296                  | Uzbekistan            | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 168879                  | Venezuela             | 9              | Eastman Kodak Company | 11596-01      | 6/29/2001       | 257043        | 11/10/2004     | Registered    |
| 169297                  | Vietnam               | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |
| 169238                  | WIPO                  | 9              | Kodak S.A.            | 772818        | 12/7/2001       | 772818        | 12/7/2001      | Registered    |

| Mark: NGENUITY |                |                |                       |               |                 |               |                |               |
|----------------|----------------|----------------|-----------------------|---------------|-----------------|---------------|----------------|---------------|
| <u>ID</u>      | <u>Country</u> | <u>Classes</u> | <u>Reg. Owner</u>     | <u>App. #</u> | <u>Appt. Dt</u> | <u>Reg. #</u> | <u>Reg. Dt</u> | <u>Status</u> |
| 176265         | Canada         | 9              | Eastman Kodak Company | 1538622       | 8/5/2011        | TMA828674     | 7/27/2012      | Registered    |

| Mark: NGENUITY (Stylized in color) |                              |                |                       |               |                 |               |                |                     |
|------------------------------------|------------------------------|----------------|-----------------------|---------------|-----------------|---------------|----------------|---------------------|
| <u>ID</u>                          | <u>Country</u>               | <u>Classes</u> | <u>Reg. Owner</u>     | <u>App. #</u> | <u>Appt. Dt</u> | <u>Reg. #</u> | <u>Reg. Dt</u> | <u>Status</u>       |
| 176269                             | China (People's Republic Of) | 9              | Eastman Kodak Company | 6814063       | 6/30/2008       |               |                | Pending Application |
| 176268                             | European Union               | 9, 16, 42      | Eastman Kodak Company | 007010838     | 6/23/2008       | 007010838     | 4/24/2009      | Registered          |
| 176266                             | United States                | 9              | Eastman Kodak Company | 77452168      | 4/18/2008       | 3661753       | 7/28/2009      | Registered          |

| <i>Mark:</i><br><b>ID</b> | <b>Country</b>     | <b>Classes</b> | <b>Reg. Owner</b>     | <b>App. #</b>   | <b>Appt. Dt</b> | <b>Reg. #</b> | <b>Reg. Dt</b> | <b>Status</b> |
|---------------------------|--------------------|----------------|-----------------------|-----------------|-----------------|---------------|----------------|---------------|
| 175390                    | Argentina          | 9              | Eastman Kodak Company | 2791282         | 12/7/2007       | 2263270       | 12/12/2008     | Registered    |
| 175583                    | Austria            | 9              | Eastman Kodak Company | 960903          | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175391                    | Brazil             | 9              | Eastman Kodak Company | 829510567       | 12/7/2007       | 829510567     | 12/29/2009     | Registered    |
| 175585                    | Bulgaria           | 9              | Eastman Kodak Company | 960903          | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175392                    | Canada             | 9              | Eastman Kodak Company | 1380120         | 1/11/2008       | TMA825475     | 6/5/2012       | Registered    |
| 175586                    | Croatia            | 9              | Eastman Kodak Company | 960903          | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175588                    | Czech Republic     | 9              | Eastman Kodak Company | 960903          | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175589                    | Denmark            | 9              | Eastman Kodak Company | 960903          | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175590                    | Finland            | 9              | Eastman Kodak Company | 960903          | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175591                    | France             | 9              | Eastman Kodak Company | 960903          | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175592                    | Germany            | 9              | Eastman Kodak Company | 960903          | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175593                    | Greece             | 9              | Eastman Kodak Company | 960903          | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175594                    | Hungary            | 9              | Eastman Kodak Company | 960903          | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175595                    | Iceland            | 9              | Eastman Kodak Company | 960903          | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175397                    | Indonesia          | 9              | Eastman Kodak Company | D00.2007.042467 | 12/19/2007      | IDM000213261  | 8/8/2009       | Registered    |
| 175596                    | Iran               | 9              | Eastman Kodak Company | 960903          | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175597                    | Ireland            | 9              | Eastman Kodak Company | 960903          | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175598                    | Italy              | 9              | Eastman Kodak Company | 960903          | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175599                    | Kenya              | 9              | Eastman Kodak Company | 960903          | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175600                    | Latvia             | 9              | Eastman Kodak Company | 960903          | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175601                    | Liechtenstein      | 9              | Eastman Kodak Company | 960903          | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175602                    | Macedonia          | 9              | Eastman Kodak Company | 960903          | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175393                    | Mexico             | 9              | Eastman Kodak Company | 900588          | 12/6/2007       | 1076109       | 12/5/2008      | Registered    |
| 175603                    | Monaco             | 9              | Eastman Kodak Company | 960903          | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175604                    | Morocco            | 9              | Eastman Kodak Company | 960903          | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175605                    | Norway             | 9              | Eastman Kodak Company | 960903          | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175607                    | Portugal           | 9              | Eastman Kodak Company | 960903          | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175608                    | Romania            | 9              | Eastman Kodak Company | 960903          | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175609                    | Russian Federation | 9              | Eastman Kodak Company | 960903          | 4/17/2008       | 960903        | 4/17/2008      | Registered    |

| <i>Mark:</i> |                      |                |                       |               |                 |               |                |               |
|--------------|----------------------|----------------|-----------------------|---------------|-----------------|---------------|----------------|---------------|
| <b>ID</b>    | <b>Country</b>       | <b>Classes</b> | <b>Reg. Owner</b>     | <b>App. #</b> | <b>Appt. Dt</b> | <b>Reg. #</b> | <b>Reg. Dt</b> | <b>Status</b> |
| 175610       | Serbia (Republic of) | 9              | Eastman Kodak Company | 960903        | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175611       | Singapore            | 9              | Eastman Kodak Company | 960903        | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175612       | Slovak Republic      | 9              | Eastman Kodak Company | 960903        | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175613       | Slovenia             | 9              | Eastman Kodak Company | 960903        | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175614       | Spain                | 9              | Eastman Kodak Company | 960903        | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175615       | Sweden               | 9              | Eastman Kodak Company | 960903        | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175617       | Turkey               | 9              | Eastman Kodak Company | 960903        | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175618       | Ukraine              | 9              | Eastman Kodak Company | 960903        | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175619       | United Kingdom       | 9              | Eastman Kodak Company | 960903        | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175403       | United States        | 9              | Eastman Kodak Company | 77353353      | 12/17/2007      | 3772214       | 4/6/2010       | Registered    |
| 175398       | Venezuela            | 9              | Eastman Kodak Company | 29452-07      | 12/13/2007      | 288683        | 8/13/2008      | Registered    |
| 175620       | Vietnam              | 9              | Eastman Kodak Company | 960903        | 4/17/2008       | 960903        | 4/17/2008      | Registered    |
| 175582       | WIPO                 | 9              | Eastman Kodak Company | 960903        | 4/17/2008       | 960903        | 4/17/2008      | Registered    |

| <i>Mark:</i> |                |                |                       |               |                 |               |                |               |
|--------------|----------------|----------------|-----------------------|---------------|-----------------|---------------|----------------|---------------|
| <b>ID</b>    | <b>Country</b> | <b>Classes</b> | <b>Reg. Owner</b>     | <b>App. #</b> | <b>Appt. Dt</b> | <b>Reg. #</b> | <b>Reg. Dt</b> | <b>Status</b> |
| 176270       | United States  | 9              | Eastman Kodak Company | 76625993      | 12/29/2004      | 3627362       | 5/26/2009      | Registered    |

**COPISCAN**



### **Common Law Trademarks and Product Names**

- IVORY
- SIDEKICK
- Capture Pro
- Capture Desktop
- t6000 Transaction
- Document Viewer
- Scan and View
- Scan Station
- Asset Management
- Info Activate
- Info Insight
- Asset Manager
- Perfect Page
- Virtual Rescan (VRS)
- Picture Saver
- Smart Touch

**Annex 3**

**COUNTERPARTIES TO TRANSFERRED PATENT LICENSE AGREEMENTS<sup>4</sup>**

| <b>Company</b>                           | <b>License Agreement Effective Date</b> |
|--|---|
| 3G INTERNATIONAL                         | 10/03/1996                              |
| 3M COMPANY                               | 10/14/1986                              |
| 3M COMPANY                               | 07/01/1996                              |
| 3M ITALIA                                | 11/15/1986                              |
| A.R. Medicom Inc.                        | 06/18/2012                              |
| ABB INC                                  | 02/05/1992                              |
| Abbott Laboratories (AbbVie Inc)         | 03/11/2011                              |
| ABICONET INTERNATIONAL CO., LTD.         | 02/09/2004                              |
| ABILITY ENTERPRISE CO., LTD.             | 09/10/2010                              |
| ABILITY ENTERPRISE CO., LTD. (VIEWQUEST) | 08/18/2003                              |
| ACACIA PATENT ACQUISITION LLC            | 12/31/2008                              |
| ACADEMY CORPORATION                      | 07/15/1998                              |
| ACCESS CO. LTD.                          | 05/17/1996                              |
| ACCUSOFT CORPORATION                     | 06/05/1995                              |
| ACER COMM & MULTIMEDIA INC.              | 03/16/2000                              |
| ACMEWORKS DIGITAL FILM, INC.             | 06/09/2008                              |
| ADAPTIVE SOLUTIONS, INC.                 | 10/28/1997                              |
| ADAPTIVE SOLUTIONS, INC.                 | 06/05/1995                              |
| ADDISON-WESLEY                           | 03/01/1994                              |
| ADOBE SYSTEMS INC.                       | 07/08/2009                              |
| Adobe Systems Incorporated               | 02/01/2013                              |
| ADVANCED CHEMISTRY DEVELOPMENT, INC.     | 10/01/2002                              |
| ADVANCED COLOR MGMT. SOLUTIONS           | 06/01/2004                              |
| ADVANCED COLOR MGMT. SOLUTIONS           | 09/24/2001                              |
| ADVANCED MECHATRONICS SERVICES           | 12/19/1996                              |
| AEGIS TECHNOLOGIES GROUP INC             | 07/06/2004                              |
| Agfa Graphics N.V.                       | 01/01/2007                              |
| Agfa-Gevaert A.G.                        | 06/02/1994                              |
| Agfa-Gevaert A.G.                        | 05/20/1994                              |
| Agfa-Gevaert A.G.                        | 12/22/1997                              |
| Agfa-Gevaert A.G.                        | 01/07/1999                              |
| Agfa-Gevaert A.G.                        | 06/09/1999                              |
| Agfa-Gevaert A.G.                        | 12/08/1995                              |
| Agfa-Gevaert A.G.                        | 09/26/1986                              |
| Agfa-Gevaert A.G.                        | 10/29/1996                              |
| Agfa-Gevaert Inc.                        | 03/13/2001                              |
| Agfa-Gevaert N.V.                        | 09/30/2009                              |
| Agfa-Gevaert N.V.                        | 09/03/2003                              |
| AKORN, INC.                              | 10/12/1995                              |
| ALLENS CREEK ENTERPRISES, INC.           | 01/01/1990                              |
| Allied Vision Technologies               | 09/14/2010                              |
| ALPS ELECTRIC COMPANY LIMITED            | 12/01/2001                              |
| ALTEK CORPORATION                        | 04/12/2002                              |
| ALTEK CORPORATION                        | 01/18/2002                              |
| ALTEK CORPORATION                        | 07/01/2004                              |

<sup>4</sup> For the avoidance of doubt, the Transferred Patent License Agreements are not Transferred Assets.

| Company                                      | License Agreement Effective Date |
|--|----------------------------------|
| ALTEK CORPORATION                            | 10/06/2004                       |
| ALTEK CORPORATION                            | 02/22/2009                       |
| ALTEK CORPORATION                            | 09/20/2004                       |
| ALTEK CORPORATION                            | 06/21/2000                       |
| Amazon technologies, Inc.                    | 02/01/2013                       |
| AMBARELLA TAIWAN LTD.                        | 09/30/2005                       |
| AMERICA ON LINE, INC.                        | 05/01/1998                       |
| American Litho, Inc.                         | 03/15/2005                       |
| ANDRU, M. JEAN                               | 03/31/1993                       |
| Appairant Technologies, Inc.                 | 12/21/2001                       |
| Apple Computer, Inc.                         | 03/01/2007                       |
| Apple Computer, Inc.                         | 10/17/1995                       |
| Apple Inc.                                   | 02/01/2013                       |
| APPLIED ELECTRO-OPITCS CORPORATION           | 01/06/1997                       |
| APPLIED GRAPHICS TECHNOLOGY, INC.            | 03/01/1993                       |
| APPLIED SCIENCE FICTION, INC.                | 08/04/1997                       |
| APPLIED SCIENCE FICTION, INC.                | 09/03/2002                       |
| APPRO PHOTOELECTRON INC.                     | 06/12/2000                       |
| ARCSOFT INC.                                 | 05/09/2001                       |
| Armstrong Monitoring Company, The            | 01/01/1999                       |
| Arnprior Rapid Manufacturing Solutions, Inc. | 05/31/2008                       |
| ASANUMA & CO. LTD.                           | 09/05/1996                       |
| ASCENDLINK CORPORATION                       | 11/21/2002                       |
| Asia Optical Co. Inc.                        | 11/01/2007                       |
| Asia Optical Co. Inc.                        | 04/09/2004                       |
| ASKY, INC.                                   | 08/05/1987                       |
| ATARI CORPORATION                            | 11/13/1992                       |
| ATEX   | 01/13/1994                       |
| ATINAV                                       | 02/28/2005                       |
| ATLANTEK, INC.                               | 12/15/2000                       |
| ATLANTEK, INC.                               | 05/28/2003                       |
| ATMEL CORPORATION                            | 07/19/2001                       |
| AU OPTRONICS CORPORATION                     | 03/18/2004                       |
| AUTODESK, INC.                               | 10/15/2003                       |
| AVERY DENNISON CORPORATION                   | 10/26/1995                       |
| BAP IMAGING SYSTEMS                          | 10/15/2004                       |
| BARCO GRAPHICS N.V.                          | 06/15/2005                       |
| BASF (FORMERLY AMERICAN CYANAMIS COMPANY)    | 10/16/1989                       |
| BASF CORPORATION                             | 04/27/1992                       |
| BENQ CORPORATION                             | 01/02/2002                       |
| BETANET LLC                                  | 07/01/2010                       |
| BIOPASS                                      | 06/15/1990                       |
| BITSTREAM, INC.                              | 06/01/1987                       |
| Bobst S.A.                                   | 07/17/2011                       |
| BOUNDARY LIFESCIENCES LIMITED                | 01/01/2005                       |
| BRC-K Acquisition Corporation                | 03/31/2011                       |
| BROOKHAVEN NATIONAL LABORATORY               | 05/01/1997                       |
| BROOKLYN COLLEGE                             | 07/29/1988                       |
| BROTHER INDUSTRIES LIMITED                   | 12/19/1999                       |
| BURRELL PROFESSIONAL LABS                    | 04/01/2003                       |
| C.G. Bretting Manufacturing Co., Inc.        | 09/26/2011                       |
| CALCOMP TECHNOLOGY INC.                      | 03/29/1998                       |

| Company   | License Agreement Effective Date |
|---|----------------------------------|
| CALCOMP TECHNOLOGY INC.   | 08/25/1997                       |
| CALDERA GRAPHICS  | 09/11/1995                       |
| CALIFORNIA INSTITUTE OF TECHNOLOGY                                  | 08/17/2006                       |
| Cambridge Display Technology  | 08/20/2008                       |
| CAMPOS GROUP INCORPORATED   | 10/09/2003                       |
| CANDELA LTD   | 05/02/1995                       |
| CANON ELECTRONIC BUSINESS MACHINES (H.K.) CO. LTD.                  | 03/11/2003                       |
| CANON INFORMATION SYSTEMS, INC.                                     | 06/22/1999                       |
| Canon, Inc.   | 05/24/1985                       |
| Canon, Inc.   | 11/22/1991                       |
| Canon, Inc.   | 11/01/2006                       |
| Canon, Inc.   | 05/31/1998                       |
| Carestream Health Inc.  | 04/30/2007                       |
| Carey Color, Inc.   | 06/29/2011                       |
| CASIO COMPUTER CO., LTD.  | 12/26/2005                       |
| CASIO COMPUTER CO., LTD.  | 04/01/2004                       |
| CASIO COMPUTER CO., LTD.  | 10/01/2001                       |
| CAUMA TECHNOLOGIES INCORPORATED                                     | 12/19/2002                       |
| CD PLANT MFG AB   | 12/01/1994                       |
| CELANESE CORPORATION  | 11/30/1976                       |
| CEWE COLOR AG & CO.   | 05/11/1994                       |
| CEWE COLOR AG & CO.   | 10/03/1995                       |
| Chi Mei Corporation   | 05/23/2007                       |
| Chi Mei Corporation   | 06/22/2007                       |
| CHI MEI OPTOELECTRONICS CORPORATION                                 | 05/23/2007                       |
| CHINA INTEGRATED CIRCUIT DESIGN- CENTER                             | 04/17/2003                       |
| CHINON INDUSTRIES INC   | 09/01/2001                       |
| CHINON INDUSTRIES INC   | 08/01/1993                       |
| CHINON INDUSTRIES INC   | 01/01/1999                       |
| CHINON INDUSTRIES INC   | 12/22/1997                       |
| CHINON INDUSTRIES INC   | 06/19/1998                       |
| CHINON INDUSTRIES INC   | 12/02/1996                       |
| CHROMATIC SOFTWARE  | 08/06/1996                       |
| CINESITE (EUROPE) LTD   | 09/01/2000                       |
| CINESITE INC.   | 09/01/2000                       |
| CINRAM LTD.   | 01/26/1996                       |
| CINTEL INTERNATIONAL LTD (Acquired by Blackmagic Design<br>7/24/12) | 05/05/2007                       |
| CITY UNIVERSITY OF HONG KONG  | 11/16/2004                       |
| CLARKSON UNIVERSITY   | 06/01/2007                       |
| CLARKSON UNIVERSITY   | 05/01/1996                       |
| CLARKSON UNIVERSITY/FERRO CORPORATION                               | 12/13/1999                       |
| CLOANTO ITALIA SRL  | 12/22/1995                       |
| COLGATE PALMOLIVE Company   | 06/10/2009                       |
| COLGATE PALMOLIVE Company   | 11/03/2011                       |
| Colgin Cellars  | 11/18/2010                       |
| COLOR CONCEPT   | 07/06/1995                       |
| COLORBOX (L) BHD.   | 05/01/2005                       |
| COLORGRAPH UK LTD.  | 04/01/1999                       |
| CONCORD CAMERA CORPORATION  | 05/09/2003                       |
| CONDIAS GMBH  | 02/01/2004                       |
| COPAL CO., LTD.   | 05/24/1994                       |

| Company  | License Agreement Effective Date |
|--|----------------------------------|
| COREL CORPORATION  | 06/27/1995                       |
| CORNELL RESEARCH FOUNDATION INC.   | 09/01/1993                       |
| CORNELL UNIVERSITY   | 01/25/2006                       |
| CORNING INCORPORATED   | 05/20/2004                       |
| CORPORATE MEDIA  | 03/01/1993                       |
| CPI CORP.  | 06/10/1993                       |
| CREATIVE PRODUCTS UNLIMITED INC.   | 04/16/1996                       |
| CREO PRODUCTS INC.   | 09/08/1995                       |
| CROWN PHOTO SYSTEMS INC.   | 07/06/1994                       |
| CROWN PHOTO SYSTEMS INC.   | 07/06/1994                       |
| Crysoptix KK   | 04/15/2011                       |
| CSEM   | 11/01/2002                       |
| CYCOLOR, INC.  | 11/27/2000                       |
| DA VINCI SYSTEMS INC.  | 04/07/2003                       |
| DAI NIPPON PRINTING CO., LTD.  | 08/17/1994                       |
| DAI NIPPON PRINTING CO., LTD.  | 06/30/2004                       |
| DAI NIPPON PRINTING CO., LTD.  | 04/20/2004                       |
| DAI NIPPON PRINTING CO., LTD.  | 06/01/1997                       |
| DAI NIPPON PRINTING CO., LTD.  | 08/01/2005                       |
| DAINIPPON INK & CHEMICALS INC.   | 04/01/1999                       |
| DAINIPPON SCREEN MANUFACTURING COMPANY LTD.                              | 02/13/2003                       |
| DATACOPY CORPORATION   | 08/09/1985                       |
| DATAPLAY.COM INC   | 09/10/1999                       |
| DAY INTERNATIONAL, INC.  | 01/23/2008                       |
| DAYSTAR DIGITAL  | 10/31/1995                       |
| DAYTON OPERATIONS INC.   | 06/29/1993                       |
| DELL INC.  | 09/01/2005                       |
| DENSO CORPORATION  | 11/28/2001                       |
| DEPARTMENT OF ENERGY NATIONAL ENERGY TECHNOLOGY LABORATORY               | 10/01/2006                       |
| DEPARTMENT OF ENERGY NATIONAL ENERGY TECHNOLOGY LABORATORY               | 08/01/2006                       |
| Department of Homeland Security Office of Cybersecurity & Communications | 08/13/2012                       |
| DIALOG IMAGING SYSTEMS GMBH  | 07/11/2006                       |
| DIALOG IMAGING SYSTEMS GMBH  | 11/30/2006                       |
| DIALOG SEMICONDUCTOR GMBH  | 06/22/2005                       |
| DICE AMERICA INC.  | 05/02/1995                       |
| DIGIKEY CORPORATION  | 11/29/2004                       |
| DIGITAL COLLECTIONS  | 04/22/1996                       |
| DIGITAL NOW INC. (NAME CHANGE TO LUMINUS SYSTEMS)                        | 01/10/1995                       |
| DIGITAL PRINTER S.R.L.   | 11/19/2004                       |
| Digna Management Limited   | 09/08/2010                       |
| DIONIX   | 09/15/2000                       |
| DISC MANUFACTURING INC.  | 06/23/1994                       |
| DISCTRONICS TEXAS INC.   | 12/01/1995                       |
| Disney Enterprises Inc   | 01/01/2002                       |
| Display Pack   | 04/29/2011                       |
| DIVIO INCORPORATED   | 11/21/2002                       |
| DOW CHEMICAL COMPANY   | 06/02/1994                       |
| DR SYSTEMS INC   | 12/01/2009                       |
| DRS AHEAD TECHNOLOGY INC.  | 05/20/1998                       |

| Company                                      | License Agreement Effective Date |
|--|----------------------------------|
| DRS AHEAD TECHNOLOGY INC.                    | 02/04/1998                       |
| DTS Communicate                              | 04/23/2010                       |
| DUPONT TEIJIN FILMS                          | 10/31/2001                       |
| DURACELL INC.                                | 09/17/1993                       |
| DURST PHOTOTECHNIK AG                        | 06/11/1999                       |
| DXG TECHNOLOGY CORPORATION                   | 07/08/2008                       |
| DXG TECHNOLOGY CORPORATION                   | 09/19/2002                       |
| E INK CORPORATION                            | 11/20/2008                       |
| EASTMAN CHEMICAL COMPANY                     | 04/01/1999                       |
| EASTMAN CHEMICAL COMPANY                     | 01/01/1995                       |
| EASTMAN KODAK SA                             | 12/01/2004                       |
| Eastman Kodak Sarl                           | 01/01/2010                       |
| ECMA   | 11/21/1997                       |
| EEV LIMITED                                  | 10/28/1996                       |
| EEV LIMITED                                  | 01/01/1997                       |
| ELAN PHARMA INTERNATIONAL LTD.               | 12/21/1995                       |
| EMAGIN CORPORATION                           | 04/01/1998                       |
| EMAGIN CORPORATION                           | 03/31/1997                       |
| EMAGIN CORPORATION                           | 03/29/1999                       |
| EPSON AMERICA, INC.                          | 12/16/1998                       |
| Ergonomic Group Inc. (EGI)                   | 11/04/2010                       |
| ESILICON CORPORATION                         | 09/15/2001                       |
| ESKOFOT                                      | 08/10/1992                       |
| ESS TECHNOLOGY INC.                          | 07/09/2003                       |
| ET&T TECHNOLOGY COMPANY LIMITED              | 04/29/2003                       |
| EVERCOLOR RINE ART                           | 12/16/1998                       |
| F.C. MANUFACTURING CO., LTD.                 | 05/31/1994                       |
| Facebook, Inc.                               | 02/01/2013                       |
| FARSHARP INDUSTRIAL CORP.                    | 10/03/1995                       |
| FC MANUFACTURING CO., LTD.                   | 11/29/2006                       |
| FELIX SCHOELLER                              | 03/01/2001                       |
| FELIX SCHOELLER HOLDING GMBH AND COMPANY, KG | 03/01/2005                       |
| FELIX SCHOELLER HOLDING GMBH AND COMPANY, KG | 09/01/2007                       |
| FELIX SCHOELLER HOLDING GMBH AND COMPANY, KG | 02/01/2006                       |
| FERRO CORPORATION/CLARKSON UNIVERSITY        | 12/13/1999                       |
| FILENET CORPORATION                          | 06/30/2001                       |
| FILLFACTORY NV                               | 07/20/2001                       |
| FILMLIGHT DIGITAL FILM TECHNOLOGY INC        | 02/01/2008                       |
| FILMLIGHT LTD.                               | 02/01/2008                       |
| Financial Graphic Service                    | 05/08/2009                       |
| FIRST FINANCIAL MANAGEMENT CORPORATION       | 03/31/1997                       |
| Flashpoint Technology Inc.                   | 04/24/2003                       |
| Flashpoint Technology Inc.                   | 11/05/1998                       |
| Flashpoint Technology Inc.                   | 01/01/1997                       |
| FLEXICS, INC.                                | 09/02/2004                       |
| FLEXTRONICS                                  | 08/15/2003                       |
| FLEXTRONICS SALES AND MARKETING (A-P) LTD    | 09/18/2006                       |
| FOTO IVKO                                    | 04/28/2004                       |
| FOTO NATION INCORPORATED                     | 03/28/2005                       |
| FOTOWIRE DEVELOPMENT SA                      | 03/11/1999                       |
| FUJI ELECTRIC HOLDINGS CO., LTD.             | 04/23/2004                       |
| FUJI MAGNE DISK COMPANY LIMITED              | 07/14/1997                       |

| Company                                | License Agreement Effective Date |
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| FUJI PHOTO FILM CO., LTD.              | 05/26/1988                       |
| FUJI PHOTO FILM CO., LTD.              | 04/28/1994                       |
| FUJI PHOTO FILM CO., LTD.              | 03/15/1994                       |
| FUJI PHOTO FILM CO., LTD.              | 09/28/1995                       |
| FUJI PHOTO FILM CO., LTD.              | 01/01/2004                       |
| FUJI PHOTO FILM CO., LTD.              | 07/21/1995                       |
| FUJI PHOTO FILM CO., LTD.              | 01/01/2001                       |
| FUJI PHOTO FILM CO., LTD.              | 06/17/1996                       |
| FUJI PHOTO FILM CO., LTD.              | 01/01/1998                       |
| FUJI PHOTO FILM CO., LTD.              | 07/27/1993                       |
| FUJI PHOTO FILM CO., LTD.              | 04/11/1994                       |
| FUJI PHOTO FILM CO., LTD.              | 04/21/1995                       |
| FUJI PHOTO FILM CO., LTD.              | 09/28/1983                       |
| FUJI PHOTO FILM CO., LTD.              | 06/20/1990                       |
| FUJI PHOTO FILM CO., LTD.              | 04/01/2004                       |
| FUJI PHOTO FILM CO., LTD.              | 11/18/1991                       |
| FUJI PHOTO FILM CO., LTD.              | 07/20/2004                       |
| FUJI PHOTO FILM CO., LTD.              | 06/14/2000                       |
| FUJI PHOTO FILM CO., LTD.              | 11/07/1996                       |
| FUJI PHOTO FILM CO., LTD.              | 01/01/2002                       |
| FUJI PHOTO FILM CO., LTD.              | 07/01/1987                       |
| FUJI PHOTO FILM CO., LTD.              | 05/24/2004                       |
| FUJIFILM CORPORATION                   | 12/01/2007                       |
| FujiFilm Corporation                   | 02/01/2013                       |
| FUJITSU LIMITED                        | 07/01/2001                       |
| FUNAI ELECTRIC CO., LTD.               | 05/12/2004                       |
| FUTURE TECHNOLOGY LABORATORIES, INC.   | 02/06/1995                       |
| GARMIN INTERNATIONAL, INC.             | 01/01/2005                       |
| GEMFIRE, INC.                          | 09/30/1996                       |
| GENENCOR INTERNATIONAL, INC.           | 10/22/1991                       |
| General Converting, Inc.               | 03/24/2011                       |
| General Electric Company               | 03/14/2003                       |
| GEORGIA TECH RESEARCH CORPORATION      | 05/01/1989                       |
| GEORGIA TECH RESEARCH CORPORATION      | 10/01/2003                       |
| GIESECKE & DEVRIENT AMERICA, INC.      | 12/28/1999                       |
| GLOBAL ENTERPRISE TECHNOLOGIES CORP.   | 02/21/1996                       |
| GLOBAL LIGHTING TECHNOLOGIES, INC.     | 11/17/2003                       |
| GLOBEXPLORER INCORPORATED              | 11/11/2002                       |
| GLUNZ & JENSEN                         | 10/03/1996                       |
| GLUNZ & JENSEN                         | 09/27/2001                       |
| GOKO CAMERA CO. LTD.                   | 05/30/1996                       |
| GOKO CAMERA CO. LTD.                   | 09/28/1995                       |
| GOLDEN DISC PHOTO-ELECTRONIC HIGH-TECH | 11/28/1994                       |
| Google Inc.                            | 02/01/2013                       |
| GPE SRL                                | 04/03/1996                       |
| Grapheo Sarl                           | 11/10/2008                       |
| GRETAG IMAGING AG                      | 04/13/1998                       |
| GRETAG IMAGING AG                      | 06/30/2003                       |
| GRETAG IMAGING AG                      | 04/14/1997                       |
| GRETAG IMAGING GROUP INC.              | 06/24/1994                       |
| GRETAG IMAGING GROUP INC.              | 11/28/1994                       |
| GRETAG IMAGING GROUP INC.              | 04/07/1997                       |

| Company  | License Agreement Effective Date |
|--|----------------------------------|
| GRETAG IMAGING INC.                                  | 05/05/1994                       |
| GRETAG IMAGING INC.                                  | 09/28/1995                       |
| GRETAG IMAGING INC.                                  | 02/02/1998                       |
| Group 360  | 03/24/2011                       |
| GROUP 47, LLC  | 09/08/2010                       |
| HALINA INVESTMENTS LIMITED                           | 05/30/1996                       |
| HALINA INVESTMENTS LIMITED                           | 10/03/1995                       |
| HALLMARK CARDS                                       | 11/09/1995                       |
| HALLMARK REFINING COMPANY                            | 07/15/1998                       |
| Hammer Packaging Corporation                         | 02/25/2011                       |
| HANDMADE SOFTWARE INC.                               | 08/12/1996                       |
| HARRIS CORPORATION                                   | 11/20/1995                       |
| HAYSTACK ALLEY LLC (LINKED TO ALLIED SECURITY TRUST) | 04/17/2009                       |
| HEDELBERGER DRUCKMASCHINEN AG/NEXPRESS SLNS LLC      | 03/17/1999                       |
| HEIDELBERGER DRUCKMASCHINEN AG                       | 05/04/1998                       |
| HEWLETT PACKARD COMPANY                              | 04/17/1996                       |
| HEWLETT PACKARD COMPANY                              | 10/14/1994                       |
| HEWLETT PACKARD COMPANY                              | 04/26/1995                       |
| HEWLETT PACKARD COMPANY                              | 02/01/1996                       |
| HEWLETT PACKARD COMPANY                              | 09/29/1989                       |
| HEWLETT PACKARD COMPANY                              | 08/23/1988                       |
| HEWLETT PACKARD COMPANY                              | 03/24/1995                       |
| HEWLETT PACKARD COMPANY                              | 01/01/2005                       |
| HEWLETT PACKARD COMPANY                              | 11/09/1984                       |
| HILLS INC.   | 02/05/2003                       |
| HITACHI LIMITED                                      | 05/22/1998                       |
| HITACHI LIMITED                                      | 04/01/2005                       |
| HITACHI MAXELL LIMITED                               | 09/05/1996                       |
| HITACHI, SONY & KODAK                                | 01/07/1993                       |
| HORIUCHI COLOR LABORATORY CO.                        | 07/07/1986                       |
| HTC Investment One (BVI) Corporation                 | 02/01/2013                       |
| Huawei Technologies Co., Ltd.                        | 02/01/2013                       |
| IBM  | 09/20/1990                       |
| IBM  | 04/10/1995                       |
| IBM  | 09/15/1993                       |
| IBM  | 01/01/1985                       |
| IBM  | 08/20/2003                       |
| IBM  | 01/01/1987                       |
| IBM  | 05/18/1994                       |
| IC MEDIA INTERNATIONAL CORPORATION                   | 06/21/2004                       |
| Idemitsu Kosan Co., Ltd.                             | 06/27/2002                       |
| Ignis Innovation Inc.                                | 10/04/2007                       |
| IKEGAMI TSUSHINKI CO., LTD.                          | 02/01/2002                       |
| ILFORD LIMITED                                       | 07/13/1994                       |
| ILFORD LIMITED                                       | 02/28/1996                       |
| IMAGE  | 01/15/2000                       |
| Imagelinx USA, Inc.                                  | 02/25/2011                       |
| IMAGEMARK SOFTWARE LABS INC                          | 09/14/1995                       |
| IMAGICA CORPORATION                                  | 02/01/2005                       |
| IMAGILENT INC.                                       | 10/21/2004                       |



| Company  | License Agreement Effective Date |
|--|----------------------------------|
| IMATION CORPORATION  | 01/24/1996                       |
| IMATION CORPORATION  | 06/14/2005                       |
| IMATION CORPORATION  | 03/15/2005                       |
| IMATION CORPORATION  | 06/28/1994                       |
| IMATION CORPORATION  | 07/31/1998                       |
| IMAX CORPORATION   | 07/18/2011                       |
| IMBRYLS LTD  | 08/01/2009                       |
| IMEC   | 08/11/2011                       |
| IMMUNOLOGY VENTURES  | 02/01/1990                       |
| IMMUNOLOGY VENTURES  | 01/01/1986                       |
| IMNET  | 11/22/1996                       |
| IMPERIAL CHEMICAL INDUSTRIES                                   | 01/01/1991                       |
| IMPERIAL CHEMICAL INDUSTRIES                                   | 02/14/1995                       |
| IMPERIAL CHEMICAL INDUSTRIES                                   | 08/08/1995                       |
| IMPERIAL CHEMICAL INDUSTRIES                                   | 04/01/1998                       |
| IMPERIAL CHEMICAL INDUSTRIES                                   | 07/08/1994                       |
| INDUSTRIAL TECHNOLOGY RESEARCH INSTITUTE (ITRI)                | 05/14/2004                       |
| INDUSTRIAL TECHNOLOGY RESEARCH INSTITUTE (ITRI)                | 11/12/2002                       |
| INDUSTRIAL TECHNOLOGY RESEARCH INSTITUTE (ITRI)                | 08/31/2007                       |
| INFORTECH INCORPORATED   | 05/30/1997                       |
| Intel Corporation  | 06/29/1992                       |
| Intel Corporation  | 01/01/1999                       |
| Intel Corporation  | 04/30/1998                       |
| INTERNATIONAL MANUFACTURING AND ENGINEERING SERVICES CO., LTD. | 03/06/2007                       |
| INTRINSIX CORPORATION  | 08/25/2003                       |
| ITN Energy Systems, Inc.                                       | 04/01/2007                       |
| ITT INDUSTRIES INC.  | 08/13/2004                       |
| JAMES RIVER GRAPHICS, INC.                                     | 11/15/1986                       |
| JANSSEN PHARMACEUTICA N.V.                                     | 12/21/1995                       |
| Jazz Semiconductor, Inc.                                       | 09/30/2010                       |
| JENOPTIK LASER, OPTIK SYSTEME (LOS) GMBH                       | 06/12/2009                       |
| JEOL LTD.  | 07/01/2002                       |
| JOHNSON & JOHNSON  | 11/30/1994                       |
| JVC - VICTOR COMPANY OF JAPAN, LTD.                            | 07/12/1995                       |
| JVC - VICTOR COMPANY OF JAPAN, LTD.                            | 12/21/2007                       |
| Kaleidoflex Technologies, Inc.                                 | 08/26/2010                       |
| Kaleidoflex Technologies, Inc.                                 | 10/15/2009                       |
| KB Wines, LLC (owned by Kosta Browne Wines)                    | 10/13/2008                       |
| KESSLER, DAVID   | 03/01/1990                       |
| KIS  | 10/23/1995                       |
| KIS FRANCE   | 03/30/1995                       |
| Kobe Steel, Ltd.   | 03/30/2006                       |
| KODAK (CHINA) COMPANY LIMITED                                  | 03/23/1998                       |
| Kodak (China) Graphic Communications Company Ltd.              | 10/01/2008                       |
| KODAK (WUXI) COMPANY LIMITED                                   | 03/23/1998                       |
| KODAK POLYCHROME GRAPHICS LLC                                  | 01/01/2003                       |
| KOFAX IMAGE PRODUCTS, INC.                                     | 02/25/1998                       |
| KOFAX IMAGE PRODUCTS, INC.                                     | 02/29/2008                       |
| KONICA CORPORATION   | 12/22/1997                       |
| KONICA CORPORATION   | 06/06/1994                       |
| KONICA CORPORATION   | 01/13/1995                       |

| Company                              | License Agreement Effective Date |
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| KONICA CORPORATION                   | 10/03/1995                       |
| KONICA CORPORATION                   | 04/01/2002                       |
| KONICA CORPORATION                   | 10/25/2001                       |
| KONICA CORPORATION                   | 01/01/2002                       |
| KONICA CORPORATION                   | 04/22/1998                       |
| KONICA CORPORATION                   | 07/20/2004                       |
| KONICA CORPORATION                   | 12/01/1989                       |
| KONICA CORPORATION                   | 12/31/1999                       |
| KONICA CORPORATION                   | 05/14/1997                       |
| KONICA CORPORATION                   | 09/08/2000                       |
| KONICA CORPORATION                   | 07/06/1995                       |
| KONICA CORPORATION                   | 01/28/1999                       |
| KONICA CORPORATION                   | 05/13/1998                       |
| KONICA CORPORATION                   | 09/01/2001                       |
| KONICA CORPORATION                   | 09/09/1996                       |
| KONICA MINOLTA HOLDINGS, INC.        | 06/01/2003                       |
| KONICA MINOLTA PHOTO IMAGING INC.    | 03/10/2008                       |
| KONICA MINOLTA PHOTO IMAGING INC.    | 10/19/2000                       |
| KONICA MINOLTA PHOTO IMAGING INC.    | 07/20/2004                       |
| KONINKLIJKE PHILIPS ELECTRONICS N.V. | 08/01/2005                       |
| KONINKLIJKE PHILIPS ELECTRONICS N.V. | 04/14/2008                       |
| KONISHIROKU PHOTO INC. CO., LTD.     | 03/10/1986                       |
| KONISHIROKU PHOTO INC. CO., LTD.     | 07/01/1987                       |
| KOYOSHA GRAPHICS OF AMERICA INC      | 05/12/1995                       |
| Kyocera Corporation                  | 07/22/1996                       |
| Kyocera Corporation                  | 04/29/2004                       |
| Kyocera Corporation                  | 12/08/1995                       |
| Kyocera Corporation                  | 08/21/2002                       |
| LABOGIKEN CO., LTD.                  | 11/11/1994                       |
| LABORATOIRES D ELECTRONIQUE PHILIPS  | 02/09/1996                       |
| LANDMARK FINANCIAL CORPORATION       | 09/27/2001                       |
| LASER PACIFIC MEDIA CORPORATION      | 03/31/2010                       |
| LASER PACIFIC MEDIA CORPORATION      | 11/01/2003                       |
| LASERDRIVE LIMITED                   | 04/11/1989                       |
| LEAD TECHNOLOGIES, INC.              | 07/01/1995                       |
| Leaf Imaging Ltd.                    | 09/14/2009                       |
| LEHIGH UNIVERSITY                    | 01/01/2005                       |
| LEXMARK                              | 02/26/1992                       |
| LEXMARK INTERNATIONAL, INC.          | 03/27/1991                       |
| LEXMARK INTERNATIONAL, INC.          | 07/01/1999                       |
| LG Display Co Ltd                    | 03/13/2008                       |
| LG Display Co Ltd                    | 12/30/2009                       |
| LG Electronics Inc.                  | 10/21/2008                       |
| LG Electronics Inc.                  | 06/01/2005                       |
| LG Electronics Inc.                  | 11/30/2009                       |
| LG PHILIPS LCD CO., LTD              | 02/03/2006                       |
| LG PHILIPS LCD CO., LTD              | 08/28/2006                       |
| LG PHILIPS LCD CO., LTD              | 02/14/2006                       |
| LIFETOUCH INC.                       | 09/01/2006                       |
| LIFETOUCH INC.                       | 11/12/2008                       |
| LIGHTRONIK TECHNOLOGY INCORPORATED   | 12/31/2003                       |
| LIGHTSURF TECHNOLOGIES, INC.         | 11/16/2001                       |

| Company                                       | License Agreement Effective Date |
|---|----------------------------------|
| LINEAR DIMENSIONS INC                         | 08/31/2004                       |
| LITE ARRAY, INC.                              | 07/13/2000                       |
| LITE-ON TECHNOLOGY CORPORATION                | 09/28/2005                       |
| LITE-ON TECHNOLOGY CORPORATION                | 02/01/2004                       |
| LITE-ON TECHNOLOGY CORPORATION                | 08/01/2010                       |
| LITE-ON TECHNOLOGY CORPORATION                | 08/28/2009                       |
| LIVE PICTURE, INC.                            | 07/25/1995                       |
| LUCHT INC.                                    | 06/19/1995                       |
| LUCHT INC.                                    | 10/03/1995                       |
| LUCKY FILM CO LTD                             | 11/08/2007                       |
| LUMETRICS INC                                 | 03/17/2003                       |
| MacLaren Endeavors dba Printegration          | 08/12/2011                       |
| MACNEAL-SCHWENDLER CORPORATION                | 05/15/1996                       |
| MAGNEQUENCH INTERNATIONAL, INC.               | 04/22/2005                       |
| MAN ROLAND DRUCKMASCHINEN AG                  | 02/01/2008                       |
| MARKHAM, DAVID C.                             | 01/06/1999                       |
| MARTINEAU S.A.                                | 01/01/1987                       |
| MASSACHUSETTS INSTITUTE OF TECHNOLOGY         | 03/12/1992                       |
| MASSACHUSETTS INSTITUTE OF TECHNOLOGY         | 07/01/1996                       |
| MASSIMO CANTURI                               | 01/20/2005                       |
| MATS CINDOFF                                  | 04/05/2005                       |
| MATSUSHITA ELECTRIC INDUSTRIAL CO., LTD.      | 07/08/1996                       |
| MATSUSHITA ELECTRIC INDUSTRIAL CO., LTD.      | 12/21/2007                       |
| MATSUSHITA MEDIA MANUFACTURING LLC OF AMERICA | 01/01/2002                       |
| Matthews International Corporation            | 03/01/2011                       |
| McLean Hospital Corporation, The              | 03/28/2003                       |
| MEMORY-TECH CORPORATION                       | 11/07/1994                       |
| MEUTON GRAPHICS CORP.                         | 05/26/2005                       |
| MICROOLED S.A.R.L.                            | 11/19/2009                       |
| Microsoft Corporation                         | 04/12/1995                       |
| Microsoft Corporation                         | 02/08/2001                       |
| Microsoft Corporation                         | 02/01/2013                       |
| MICROTEK INTERNATIONAL INC.                   | 01/12/1999                       |
| MICROTEK INTERNATIONAL INC.                   | 09/03/2002                       |
| MICROTEK LAB INC.                             | 09/30/1996                       |
| MILES SOFTWARE GMBH                           | 09/14/1995                       |
| MIMAKI ENGINEERING CO. LTD.                   | 12/19/1999                       |
| MIND SYSTEMS CO LTD                           | 04/22/1996                       |
| MINOLTA CO., LTD.                             | 01/26/1996                       |
| MINOLTA CO., LTD.                             | 01/31/1988                       |
| MINOLTA CO., LTD.                             | 05/31/1990                       |
| MINOLTA CO., LTD.                             | 01/08/1996                       |
| MIPI ALLIANCE INC                             | 11/15/2006                       |
| MIRAGE SYSTEMS, INC.                          | 05/14/2008                       |
| MITOMO CO LTD                                 | 07/14/1994                       |
| MITSUBISHI CHEMICAL CORPORATION               | 03/25/1999                       |
| MITSUBISHI CHEMICAL INDUSTRIES, LTD.          | 05/11/1988                       |
| MITSUBISHI DIGITAL ELECTRONICS AMERICA, INC.  | 07/01/2001                       |
| MITSUBISHI PAPER MILLS LTD.                   | 11/11/1994                       |
| MITSUBISHI PAPER MILLS LTD.                   | 04/01/1996                       |
| MITSUI TOATSU CHEMICALS, INC.                 | 07/01/1997                       |
| MOBIL CHEMICAL COMPANY                        | 09/01/1996                       |

| Company                                    | License Agreement Effective Date |
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| MONTANA STATE UNIVERSITY                   | 12/01/2003                       |
| MOSER BAER INDIA LTD.                      | 11/21/2003                       |
| MOTOROLA INC.                              | 12/27/2005                       |
| MOTOROLA INC.                              | 09/30/2008                       |
| MOTOROLA INC.                              | 08/26/1996                       |
| Motorola Mobility, Inc.                    | 09/30/2008                       |
| MOXTEK, INC.                               | 05/20/2005                       |
| MTEKVISION CO., LTD.                       | 12/20/2008                       |
| NAGASE & CO., INC.                         | 01/01/1985                       |
| Nalge Nunc International Corporation       | 05/01/2011                       |
| NANOSYSTEMS LLC                            | 12/21/1995                       |
| NANOSYSTEMS LLC                            | 07/13/1998                       |
| NATIONAL CENTER FOR MANUFACTURING SCIENCES | 10/05/1994                       |
| NATIONAL ELECTRONICS MFG INITIATIVE INC    | 04/09/1997                       |
| NATIONAL STORAGE INDUSTRY CONSORTIUM       | 09/13/1995                       |
| NATIONAL STORAGE INDUSTRY CONSORTIUM       | 09/16/1994                       |
| NAVY PUBLISHING AND PRINTING SVC           | 01/16/1991                       |
| NEC CORPORATION                            | 01/01/2003                       |
| NEC CORPORATION                            | 12/24/2010                       |
| NEC CORPORATION                            | 04/01/1996                       |
| NEC HOME ELECTRONICS LTD.                  | 06/28/1996                       |
| NEC/SNMD/SAMSUNG SDI                       | 01/28/2002                       |
| NESS DISPLAY CO., LTD.                     | 08/24/2004                       |
| NEWPORT IMAGING CORPORATION                | 05/19/2003                       |
| NEWS INTERNATIONAL NEWSPAPERS LTD          | 11/21/1995                       |
| Newsan SA                                  | 01/01/2011                       |
| NEXIDIA INC                                | 04/15/2007                       |
| NEXPRESS SOLUTIONS LLC                     | 05/01/2004                       |
| NIKON CORPORATION                          | 08/26/2002                       |
| NIKON CORPORATION                          | 10/21/2005                       |
| NIKON CORPORATION                          | 04/01/2002                       |
| NIKON CORPORATION                          | 09/14/1995                       |
| NIKON CORPORATION                          | 01/26/2005                       |
| NIKON CORPORATION                          | 07/25/2001                       |
| NIKON CORPORATION                          | 03/28/1996                       |
| NIKON CORPORATION                          | 10/20/2005                       |
| NIKON CORPORATION                          | 10/14/1997                       |
| NINTENDO COMPANY LIMITED                   | 04/05/2009                       |
| NIPPON COLUMBIA CO., LTD                   | 09/27/1995                       |
| NIPPON SEIKI CO., LTD.                     | 11/01/1999                       |
| Nitto Denko Corporation                    | 12/22/2006                       |
| Nitto Denko Corporation                    | 06/20/2005                       |
| NITTO KOGAKU K.K.                          | 06/19/1996                       |
| NITTOH KOGAKU K.K.                         | 04/26/1999                       |
| NITTOH KOGAKU K.K.                         | 01/02/1997                       |
| NITTOH KOGAKU K.K.                         | 03/30/1998                       |
| NITTOH KOGAKU K.K.                         | 09/01/1996                       |
| NITTOH KOGAKU K.K.                         | 09/01/1997                       |
| Nokia Corporation                          | 03/07/2006                       |
| Nokia Corporation                          | 09/30/2008                       |
| NOREL OPTRONICS INC.                       | 05/01/2004                       |
| NORITSU AMERICA CORPORATION                | 04/17/2004                       |

| Company   | License Agreement Effective Date |
|---|----------------------------------|
| NORITSU KOKI CO., LTD.                          | 03/30/2001                       |
| NORITSU KOKI CO., LTD.                          | 09/27/1993                       |
| NORITSU KOKI CO., LTD.                          | 07/06/1994                       |
| NORITSU KOKI CO., LTD.                          | 12/17/2003                       |
| NORITSU KOKI CO., LTD.                          | 12/22/1997                       |
| NORITSU KOKI CO., LTD.                          | 10/03/1995                       |
| NORITSU KOKI CO., LTD.                          | 05/09/1994                       |
| NORITSU KOKI CO., LTD.                          | 09/25/2002                       |
| NORITSU KOKI CO., LTD.                          | 04/22/1999                       |
| NORTEK (MACAO COMMERCIAL OFFSHORE) LTD          | 09/01/2004                       |
| NORTH AMERICAN IMAGING INC (ASPECT ELECTRONICS) | 07/07/1999                       |
| NORTH CAROLINA STATE UNIVERSITY                 | 01/16/1998                       |
| NORTH CAROLINA STATE UNIVERSITY                 | 03/01/1998                       |
| NORTH CAROLINA STATE UNIVERSITY                 | 12/01/1999                       |
| NORTH CAROLINA STATE UNIVERSITY                 | 01/16/2001                       |
| NORTHLAKE SOFTWARE INC.                         | 02/17/1992                       |
| NORTHWESTERN UNIVERSITY                         | 04/26/2004                       |
| Novald AG                                       | 04/25/2007                       |
| NOVOMER LLC                                     | 08/23/2006                       |
| NSX Operating Co., LLC                          | 12/12/2008                       |
| NUTRISearch                                     | 12/27/1985                       |
| OAK RIDGE NATIONAL LABORATORY                   | 03/01/1995                       |
| OEE   | 07/30/1998                       |
| OFOTO, INC.                                     | 01/01/2002                       |
| OLYMPUS CORPORATION                             | 09/14/2004                       |
| OLYMPUS CORPORATION                             | 03/09/2006                       |
| OLYMPUS IMAGING CORPORATION                     | 07/29/2005                       |
| OLYMPUS OPTICAL CO., LTD.                       | 12/13/1995                       |
| OLYMPUS OPTICAL CO., LTD.                       | 12/19/2000                       |
| OLYMPUS OPTICAL CO., LTD.                       | 02/22/2002                       |
| ONKEN CORPORATION                               | 07/12/1994                       |
| OPCON ASSOCIATES, INC.                          | 03/29/1999                       |
| OPSYS LIMITED                                   | 03/31/2001                       |
| OPTICAL MEDIA STORAGE S.P.A.                    | 09/19/1995                       |
| OPTICAL PHYSICS COMPANY, INC.                   | 10/15/2002                       |
| OPTICAL STORAGE TECHNOLOGY ASSOCIATION          | 03/10/2008                       |
| OPTIMAX TECHNOLOGY CORPORATION                  | 04/22/2004                       |
| OPTO TECH CORPORATION                           | 09/02/2002                       |
| OPTREX CORPORATION                              | 06/10/2002                       |
| Oracle Corporation (Sun Microsystems)           | 10/07/2004                       |
| ORIENTAL PHOTO INDUSTRIAL CO., LTD.             | 05/31/1994                       |
| ORIENTAL PHOTO INDUSTRIAL CO., LTD.             | 02/16/1996                       |
| ORIENTAL PHOTO INDUSTRIAL CO., LTD.             | 06/13/1996                       |
| ORIENTAL PHOTO INDUSTRIAL CO., LTD.             | 01/28/1993                       |
| ORION ELECTRIC CO., LTD.                        | 12/07/2004                       |
| ORION IP, LLC                                   | 05/23/2007                       |
| ORTHO-CLINICAL DIAGNOSTICS                      | 08/06/2007                       |
| ORTHO-CLINICAL DIAGNOSTICS                      | 09/20/2005                       |
| ORWO GMBH IG                                    | 01/09/1996                       |
| ORWO GMBH IG                                    | 11/14/1995                       |
| Osterhout Design Group                          | 09/10/2010                       |
| OTB GROUP B.V.                                  | 04/06/2005                       |

| Company                                 | License Agreement Effective Date |
|---|----------------------------------|
| OTB GROUP B.V.                          | 10/01/2004                       |
| OTOMO SEISAKUSHO                        | 06/14/1994                       |
| OTOMO SEISAKUSHO                        | 10/03/1995                       |
| PACIFIC IMAGE ELECTRONIC CO., LTD.      | 09/03/2002                       |
| PACIFIC IMAGE ELECTRONIC CO., LTD.      | 04/01/2002                       |
| PACIFIC IMAGE ELECTRONIC CO., LTD.      | 10/24/2002                       |
| PANASONIC INDUSTRIAL COMPANY            | 07/21/1995                       |
| Parex USA, Inc.                         | 12/06/2012                       |
| PEACOCK AG                              | 09/25/1995                       |
| PEILE, DR. ROBERT E                     | 02/02/1994                       |
| Peking University                       | 05/01/2007                       |
| PENNSYLVANIA STATE UNIVERSITY           | 05/01/2006                       |
| PENTAX CORPORATION                      | 09/07/2005                       |
| PERSONAL MEDIA CORPORATION              | 12/07/1995                       |
| PHARMACIA A.B.                          | 01/01/1994                       |
| Philips                                 | 02/01/2004                       |
| PHILIPS CORPORATION                     | 12/01/1997                       |
| PHILIPS ELECTRONICS NEDERLAND B.V.      | 10/01/2003                       |
| PHILIPS ELECTRONICS NEDERLAND B.V.      | 11/15/2004                       |
| PHILIPS ELECTRONICS NEDERLAND B.V.      | 01/26/2005                       |
| PHOGENIX                                | 06/25/2003                       |
| PHOTOBIT CORPORATION                    | 04/19/1996                       |
| PHOTOMEC LONDON LTD.                    | 11/10/2000                       |
| PHOTOMEC LTD.                           | 07/23/1999                       |
| PHOTOSOFT INC.                          | 09/15/1995                       |
| PHOTOSYSTEMS INC                        | 10/01/2003                       |
| PICTUREVISION INC.                      | 05/01/1998                       |
| PIONEER ELECTRONIC CORP.                | 09/08/1995                       |
| PLASMON DATA SYSTEMS LTD.               | 06/14/2002                       |
| PLASMON DATA SYSTEMS LTD.               | 12/03/1998                       |
| POLAROID                                | 02/10/1999                       |
| Popcorn Wine Group and Yao Family Wines | 11/16/2011                       |
| PREMIER CAMERA TAIWAN LTD.              | 06/19/1996                       |
| Prima Technology, Inc. (Xoceco)         | 10/01/2006                       |
| PRINCETON DIGITAL IMAGE CORPORATION     | 09/01/2010                       |
| PRINTPACK INC                           | 08/03/2010                       |
| Printware, LLC                          | 01/19/2007                       |
| PROCTER & GAMBLE COMPANY (THE)          | 05/01/2006                       |
| PRODISC PUERTO RICO INC.                | 07/20/1995                       |
| PRODUCTION PHOTO/GRAPHICS INC           | 01/31/2002                       |
| PROEX PHOTO SYSTEMS, INC.               | 10/04/1996                       |
| PURUP-ESKOFOT A/S                       | 08/08/1994                       |
| Pyxalis S.A.S.                          | 03/21/2011                       |
| QUALEX INC.                             | 06/06/1994                       |
| QUEST INTEGRATED, INC.                  | 03/01/1994                       |
| R.R. DONNELLEY & SONS COMPANY           | 05/31/1988                       |
| R.R. DONNELLEY & SONS COMPANY           | 04/07/2008                       |
| REFLEXITE CORPORATION                   | 04/13/2006                       |
| RESEARCH FOUNDATION OF SUNY BINGHAMTON  | 06/01/2007                       |
| Research in Motion Limited              | 02/01/2013                       |
| Ricoh Company, Ltd.                     | 05/01/2002                       |
| RITEK CORPORATION                       | 05/15/2000                       |

| Company  | License Agreement Effective Date |
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| ROCHESTER INSTITUTE OF TECHNOLOGY                | 09/01/2009                       |
| ROCHESTER INSTITUTE OF TECHNOLOGY                | 07/01/2006                       |
| ROCHESTER INSTITUTE OF TECHNOLOGY                | 09/15/2003                       |
| ROCHESTER INSTITUTE OF TECHNOLOGY                | 01/24/2002                       |
| ROCHESTER INSTITUTE OF TECHNOLOGY                | 06/01/1998                       |
| ROCHESTER INSTITUTE OF TECHNOLOGY RESEARCH CORP. | 02/10/1998                       |
| ROHM CO., LTD.                                   | 03/09/2001                       |
| Rousselot Holdings Inc.                          | 12/30/2011                       |
| Rushing, Allen J.                                | 05/19/2004                       |
| RUSSELL PH LIMITED                               | 01/01/1997                       |
| SAFAI UNIVERSAL S.C.A.R.L.                       | 06/03/1994                       |
| SAFAI UNIVERSAL S.C.A.R.L.                       | 09/28/1995                       |
| SAKAR INTERNATIONAL INC                          | 03/30/2011                       |
| SAKAR INTERNATIONAL INC                          | 01/01/2009                       |
| Samorlana LLC (dba Art Litho)                    | 06/17/2011                       |
| SAMSUNG AEROSPACE INDUSTRIES, LTD.               | 06/14/1994                       |
| Samsung Electronics Co Ltd                       | 02/01/2013                       |
| SAMSUNG ELECTRONICS CO., LTD.                    | 02/01/1993                       |
| SAMSUNG ELECTRONICS CO., LTD.                    | 10/01/2003                       |
| SAMSUNG ELECTRONICS CO., LTD.                    | 01/08/2010                       |
| SAMSUNG ELECTRONICS CO., LTD.                    | 09/01/2005                       |
| SAMSUNG ELECTRONICS CO., LTD.                    | 09/16/2011                       |
| SamSung Electronics, Co., Ltd.                   | 09/16/2010                       |
| SAMSUNG MOBILE DISPLAY CO LTD                    | 09/05/2008                       |
| SAMSUNG NEC MOBILE DISPLAY CO., LTD.             | 01/01/2003                       |
| SAMSUNG SDI CO., LTD.                            | 01/01/2003                       |
| SAMSUNG SDI CO., LTD.                            | 01/28/2002                       |
| SAMSUNG TECHWIN CO., LTD.                        | 01/01/2004                       |
| SAN DIEGO MAGNETICS INC.                         | 12/09/1998                       |
| SAN DIEGO MAGNETICS INC.                         | 03/15/2004                       |
| SAN DIEGO MAGNETICS INC.                         | 08/26/1998                       |
| SAN DIEGO MAGNETICS INC.                         | 12/10/2001                       |
| SAN MARCO IMAGING S.R.L.                         | 08/31/1995                       |
| SAN MARCO IMAGING S.R.L.                         | 05/31/1994                       |
| SAN MARCO IMAGING S.R.L.                         | 04/23/1996                       |
| Sandia Corporation                               | 12/17/1997                       |
| Sandia Corporation                               | 02/14/2003                       |
| SANDIA NATIONAL LABORATORIES                     | 05/01/1996                       |
| SANDIA NATIONAL LABORATORIES                     | 02/22/1999                       |
| SANDIA NATIONAL LABORATORIES                     | 10/29/1997                       |
| SANOFI   | 10/01/1994                       |
| SANOFI   | 09/30/1994                       |
| SANOFI BIO-INDUSTRIES                            | 11/06/1992                       |
| SANYO ELECTRIC CO., LTD.                         | 12/28/1994                       |
| SANYO ELECTRIC CO., LTD.                         | 06/04/2001                       |
| SANYO ELECTRIC CO., LTD.                         | 12/01/2003                       |
| SANYO ELECTRIC CO., LTD.                         | 03/15/2001                       |
| SANYO ELECTRIC CO., LTD.                         | 03/04/2005                       |
| SANYO ELECTRIC CO., LTD.                         | 05/15/1998                       |
| SANYO ELECTRIC CO., LTD.                         | 01/01/2005                       |
| SANYO ELECTRIC CO., LTD.                         | 11/15/2010                       |

| Company  | License Agreement Effective Date |
|--|----------------------------------|
| SANYO ELECTRIC CO., LTD.                           | 05/16/2000                       |
| SANYO ELECTRIC CO., LTD.                           | 09/01/2002                       |
| SANYO ELECTRIC CO., LTD.                           | 05/01/2004                       |
| SANYO ELECTRIC CO., LTD.                           | 01/01/1999                       |
| SANYO ELECTRIC CO., LTD.                           | 04/01/2001                       |
| SANYO ELECTRIC COMPANY LIMITED SOFT ENERGY COMPANY | 09/01/2001                       |
| SANYO VERBATIM CD COMPANY LLC                      | 10/30/1995                       |
| SARNOFF CORPORATION                                | 10/13/1997                       |
| SAS INSTITUTE INC.                                 | 03/29/1996                       |
| SASKEN COMMUNICATION TECHNOLOGIES LIMITED          | 12/15/2004                       |
| SCHERING AKTIENGESELLSCHAFT                        | 02/24/1995                       |
| SCHOELLER, FELIX JR GMBH & CO KG                   | 05/02/1991                       |
| SCIENTIFIC ATLANTA, INC.                           | 06/29/2001                       |
| SCITEX CORPORATION LTD.                            | 09/23/1996                       |
| SCITEX CORPORATION LTD.                            | 12/02/1994                       |
| SCITEX CORPORATION LTD.                            | 11/23/1996                       |
| SD-3C LLC  | 07/02/2001                       |
| SEAGATE TECHNOLOGY, INC.                           | 05/28/1997                       |
| SEAGATE TECHNOLOGY, INC.                           | 05/10/1993                       |
| SEGA ENTERPRISES LTD                               | 07/23/1995                       |
| SEIKO EPSON CORPORATION/EPSON ELECTRONICS AMERICA  | 10/01/2006                       |
| SEIKO INSTRUMENTS, INC.                            | 12/15/2003                       |
| SEIKO PRECISION INC                                | 10/07/1996                       |
| SEMICONDUCTOR ENERGY LABORATORY                    | 04/08/2008                       |
| SEMICONDUCTOR ENERGY LABORATORY                    | 09/22/2009                       |
| Semprius, Inc.                                     | 06/21/2007                       |
| Semprius, Inc.                                     | 05/06/2009                       |
| SENSOR DYNAMICS LIMITED                            | 05/07/2001                       |
| Seoul National University                          | 01/02/2007                       |
| Serious Materials                                  | 09/01/2010                       |
| Serious Materials                                  | 05/23/2011                       |
| Sharp Corporation                                  | 07/01/2004                       |
| Sharp Corporation                                  | 10/01/2011                       |
| Sharp Corporation                                  | 12/07/2000                       |
| SHIMA SEIKI MFG LTD                                | 01/03/1996                       |
| Shorewood Design & Development Center              | 08/26/2009                       |
| SHOW ADS OMEGA PTY LTD                             | 08/04/1994                       |
| Shutterfly, Inc.                                   | 02/01/2013                       |
| SIEMENS AKTIENGESELLSCHAFT                         | 08/16/1982                       |
| SIGMA CORPORATION                                  | 07/01/2002                       |
| SIGNAL PROCESSING GROUP INCORPORATED               | 10/04/2002                       |
| SILICON GRAPHICS, INC.                             | 08/09/2004                       |
| SILICON OPTIX INC                                  | 09/09/2006                       |
| SILVERBROOK RESEARCH                               | 02/19/1996                       |
| SINARAG  | 02/22/2002                       |
| SINPO OPTICAL CO., LTD.                            | 06/12/1996                       |
| SINPO OPTICAL CO., LTD.                            | 11/01/1997                       |
| SKANHEX TECHNOLOGY INC.                            | 05/12/2003                       |
| SKC HAAS DISPLAY FILMS (USA) LLC                   | 06/15/2007                       |



| Company   | License Agreement Effective Date |
|---|----------------------------------|
| Smart System and Technology Commercialization Center (STC)<br>(formerly INFOTONICS) | 07/01/2005                       |
| Smart System and Technology Commercialization Center (STC)<br>(formerly INFOTONICS) | 09/01/2006                       |
| SOCIETE ECA   | 06/27/1988                       |
| SOFT-R RESEARCH LLC   | 03/01/2005                       |
| SOFTWARE DYNAMICS GMBH  | 08/23/1995                       |
| Sony Corporation  | 07/10/1997                       |
| Sony Corporation  | 07/01/2008                       |
| Sony Corporation  | 12/27/2006                       |
| Sony Ericsson Mobile Communications AB  | 12/27/2006                       |
| SOURCE TWO INC.   | 03/15/1996                       |
| SOURCE TWO INC.   | 05/29/1996                       |
| SOURCE TWO INC.   | 09/01/1997                       |
| Spectratech International, Inc.   | 10/11/1999                       |
| Spectratech International, Inc.   | 02/01/1999                       |
| SPP Process Technology Systems (SPTS), ATL Division                                 | 10/01/2009                       |
| ST MICROELECTRONICS , N.V.  | 03/01/2008                       |
| ST MICROELECTRONICS , N.V.  | 11/12/2003                       |
| STANFORD UNIVERSITY   | 11/21/2007                       |
| STANLEY ELECTRIC CO., LTD.  | 07/30/2000                       |
| STERLING  | 02/01/1989                       |
| STMICROELECTRONICS INC.   | 07/29/2005                       |
| STORM TECHNOLOGY INC.   | 10/26/1993                       |
| SUMITOMO CHEMICAL COMPANY, LIMITED  | 10/11/2005                       |
| Sun Chemical Corporation  | 01/01/1999                       |
| SUN CHEMICAL GROUP B.V.   | 04/08/2003                       |
| SUN MICROSYSTEMS, INC.  | 09/28/2000                       |
| SUN MICROSYSTEMS, INC.  | 06/01/1993                       |
| SUN PROFESSIONAL SERVICES   | 05/05/1996                       |
| SVTC TECHNOLOGIES   | 06/29/2009                       |
| SWEET TECHNOLOGIES INC.   | 01/27/1997                       |
| SYNAPSE GROUP   | 12/01/2008                       |
| SYNERGY RESEARCH CORPORATION  | 01/19/1995                       |
| SYNERGY RESEARCH CORPORATION  | 06/15/1995                       |
| SYSTEL INTERNATIONAL SPA  | 10/23/1995                       |
| SYSTEL INTERNATIONAL SPA  | 05/31/1994                       |
| SYSTEMS RESEARCH AND APPLICATION CORPORATION  | 07/22/1997                       |
| TAIWAN SEMICONDUCTOR MANUFACTURING CO., LTD.  | 06/01/2005                       |
| TAIWAN SEMICONDUCTOR MANUFACTURING CO., LTD.  | 01/01/2007                       |
| TAIWAN SEMICONDUCTOR MANUFACTURING CO., LTD.  | 01/19/2005                       |
| TDK CORPORATION   | 08/12/1999                       |
| TECHNICAL INSTITUTE OF PHYSICS AND CHEMISTRY  | 12/30/2004                       |
| TECHNICOLOR, INC.   | 05/31/2003                       |
| Technology Transfer Group   | 08/31/2009                       |
| TECNODIA SPA  | 11/17/1995                       |
| TECNOVA S.R.L.  | 09/22/1982                       |
| TECO ELECTRIC & MACHINERY CO., LTD.   | 03/15/2001                       |
| TEICHIKU RECORDS CO., LTD.  | 07/17/1995                       |
| TELCORDIA TECHNOLOGIES  | 02/01/2000                       |
| TELCORDIA TECHNOLOGIES  | 09/29/1999                       |
| TESSERON LTD.   | 07/31/2008                       |

| Company  | License Agreement Effective Date |
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| TEXAS INSTRUMENTS INCORPORATED                     | 03/25/1996                       |
| TEXAS INSTRUMENTS INCORPORATED                     | 06/22/1992                       |
| TEXAS INSTRUMENTS INCORPORATED                     | 06/15/1996                       |
| TEXAS INSTRUMENTS INCORPORATED                     | 10/30/2004                       |
| THIN FILM TECHNOLOGY LIMITED                       | 06/01/1996                       |
| Think Patented                                     | 05/25/2011                       |
| THOMAS ELECTRONICS INC.                            | 10/01/1993                       |
| THOMSON MULTI MEDIA                                | 12/01/2000                       |
| THOMSON MULTI MEDIA                                | 12/21/1999                       |
| THOMSON MULTI MEDIA                                | 12/06/2000                       |
| THREE-FIVE SYSTEMS, INC.                           | 10/09/2002                       |
| TIVOLI ENTERPRISES, INC. DBA, CLASSIC CINEMAS      | 09/15/2005                       |
| TOCAD ENERGY CO LTD                                | 12/01/2004                       |
| TOHOKU DEVICES CO., LTD                            | 05/25/2006                       |
| TOOLEX INTERNATIONAL                               | 02/17/2000                       |
| TOPPAN PRINTING CO., LTD.                          | 07/12/1994                       |
| TOPPOLY OPTOELECTRONICS CORP.                      | 06/11/2004                       |
| TOPTRONIC INDUSTRIAL CO LTD                        | 05/30/1996                       |
| TOPTRONIC INDUSTRIAL CO LTD                        | 03/13/1996                       |
| TOSHIBA CORPORATION                                | 12/01/1999                       |
| TOSHIBA CORPORATION                                | 11/01/1985                       |
| TOSHIBA-EMI LIMITED                                | 08/07/1995                       |
| TOUCHPOINT SOLUTIONS INC.                          | 11/19/2004                       |
| TOWER SEMICONDUCTOR LIMITED                        | 06/01/2002                       |
| TOYOTA INDUSTRIES CORPORATION                      | 08/06/2004                       |
| Trelleborg Engineered Systems Italy SpA            | 04/01/2011                       |
| TRI-COLOR RESEARCH & DEVELOPMENT, INC.             | 12/06/1995                       |
| Truesense Imaging, Inc.                            | 12/29/2011                       |
| TRULY SEMICONDUCTOR LTD.                           | 07/17/2003                       |
| U.S. ACHROMATICS                                   | 04/05/1994                       |
| U.S. BIOSCIENCES                                   | 07/19/1988                       |
| U.S. GOVERNMENT                                    | 02/08/1995                       |
| ULVAC TECHNOLOGIES INC.                            | 05/16/2005                       |
| ULVAC TECHNOLOGIES INC.                            | 03/01/2000                       |
| UNITED MICROMACHINING CORP.                        | 04/01/1998                       |
| UNIVERSAL PLUG & PLAY                              | 08/15/2000                       |
| UNIVERSAL SERIAL BUS                               | 03/27/1996                       |
| UNIVERSITY OF ARIZONA                              | 06/07/1994                       |
| UNIVERSITY OF BUFFALO, RESEARCH FOUNDATION OF SUNY | 06/01/1998                       |
| UNIVERSITY OF ILLINOIS                             | 05/13/1986                       |
| UNIVERSITY OF ILLINOIS, BD OF TRUSTEES             | 06/01/1995                       |
| UNIVERSITY OF MASSACHUSETTS/AMHERST                | 07/01/2006                       |
| UNIVERSITY OF MICHIGAN                             | 01/07/1992                       |
| UNIVERSITY OF MINNESOTA                            | 11/22/1988                       |
| UNIVERSITY OF MISSOURI                             | 07/07/2000                       |
| UNIVERSITY OF ROCHESTER                            | 11/25/1997                       |
| UNIVERSITY OF ROCHESTER                            | 07/01/2002                       |
| UNIVERSITY OF ROCHESTER                            | 07/01/1992                       |
| UNIVERSITY OF ROCHESTER                            | 02/01/2007                       |
| UNIVERSITY OF ROCHESTER                            | 09/01/2006                       |
| UNIVERSITY OF TORONTO                              | 12/30/1999                       |

| Company                                    | License Agreement Effective Date |
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| UNIVISION TECHNOLOGY INC.                  | 03/17/2006                       |
| Vanguard Group, Inc.                       | 01/31/2007                       |
| VARITRONIX LIMITED                         | 12/18/2002                       |
| VIA LICENSING CORPORATION                  | 06/12/2008                       |
| VIA LICENSING CORPORATION                  | 11/15/2010                       |
| VICTOR HASSELBLAD AB                       | 05/28/1997                       |
| VISIBLE TECH-KNOWLEDGY, INC.               | 09/05/2003                       |
| VISIONTEL INC                              | 11/08/1995                       |
| W. HAKING ENTERPRISES LTD.                 | 06/02/1994                       |
| W. HAKING ENTERPRISES LTD.                 | 04/16/1994                       |
| W. HAKING ENTERPRISES LTD.                 | 05/20/1987                       |
| W. HAKING ENTERPRISES LTD.                 | 06/08/1993                       |
| W. HAKING INC.                             | 06/02/1994                       |
| WEA MFG INC.                               | 06/14/1994                       |
| WEB SERVICES INTEROPERABILITY ORGANIZATION | 09/17/2002                       |
| WEST ELECTRIC CO., LTD.                    | 07/18/1996                       |
| WEST ELECTRIC CO., LTD.                    | 04/01/2001                       |
| WEST ELECTRIC CO., LTD.                    | 06/03/1999                       |
| WILLIAMS ADVANCE MATERIALS, INC.           | 01/12/2005                       |
| WIPRO TECHNOLOGIES                         | 02/04/2004                       |
| Xerox Corporation                          | 11/16/1976                       |
| Xerox Corporation                          | 08/01/1981                       |
| XIDEX-MICRO IMAGE DISPLAY DIV.             | 06/05/1987                       |
| ZEBRA TECHNOLOGIES CORPORATION             | 02/01/2007                       |
| ZEBRA TECHNOLOGIES CORPORATION             | 10/01/2004                       |
| Ziptronix                                  | 11/30/2008                       |
| ZITZEN MEDIEN SERVICE                      | 05/15/2007                       |

**Annex 4**

**Section 1.1(j)  
Interests in Transferred Patents**

1. Patent License Agreement between Eastman Kodak Company and Ability Enterprise Co., Ltd., dated Aug. 18, 2003.
2. Patent License Agreement between Eastman Kodak Company and DXG Technology Corp., dated July 8, 2008 and Amendment 1, dated July 8, 2008.
3. Patent License Agreement between Eastman Kodak Company and Flextronics International Ltd. dated Sept. 18, 2006.
4. Patent License Agreement between Eastman Kodak Company and Funai Electric Co., Ltd., dated May 12, 2004, Memorandum, dated May 12, 2004, and Amendment 1, dated July 12, 2006.
5. Patent License Agreement between Eastman Kodak Company and Garmin, International Inc., dated Mar. 31, 2005.
6. Patent License Agreement between Eastman Kodak Company and Leaf Imaging Ltd., dated Sept. 15, 2009.
7. Patent License Agreement between Eastman Kodak Company and Newsan S.A., dated Jan. 1, 2011.
8. Patent License Agreement between Eastman Kodak Company and Sanyo Electronic Co., Ltd., dated Jan. 1, 2005, and Amendment 1, dated July 12, 2006.
9. Patent License Agreement between Eastman Kodak Company and Skanhex Technology Inc., dated May 12, 2003, and Amendment, dated Dec. 31, 2003.
10. Patent License Agreement between Eastman Kodak Company and Altek Corporation, dated July 1, 2004, Amendment 1, dated July 12, 2006 and Amendment 2, dated July 1, 2006.
11. Patent License Agreement between Eastman Kodak Company and Asia Optical Co., Inc., dated April 9, 2004 and Amendment 1, dated July 12, 2006.
12. Patent License Agreement between Eastman Kodak Company and Canon Inc., dated Nov. 1, 2006 and Letter Agreement, dated Nov. 28, 2006.
13. Patent License Agreement between Eastman Kodak Company, Hewlett-Packard Company and Hewlett-Packard Development Company, L.P., dated Jan. 1, 2005, and Supplemental Understanding, dated Dec. 3, 2004.
14. Patent Cross License Agreement between Eastman Kodak Company and Intel Corporation, dated on or about April 28, 1998.

15. Patent License Agreement between Eastman Kodak Company and Kyocera Corporation, dated Aug. 21, 2002.
16. Patent License Agreement between Eastman Kodak Company and LG Electronics Inc., dated Nov. 30, 2009.
17. Patent License Agreement between Eastman Kodak Company and Matsushita Electric Industrial Co., Ltd. (Panasonic), dated Dec. 21, 2007.
18. Amended and Restated Patent License Agreement between Eastman Kodak Company and Motorola, Inc., now known as Motorola Solutions, Inc., dated Sept. 30, 2008.
19. Amended and Restated Patent License Agreement between Eastman Kodak Company and Motorola, Inc., dated Sept. 30, 2008, extended to Motorola Mobility, Inc. pursuant to Section 8.3(b) thereof by notice dated January 3, 2011.
20. Patent License Agreement between Eastman Kodak Company and Nokia Corporation, dated Sept. 30, 2008.
21. Patent License Agreement between Eastman Kodak Company and Ricoh Company, Ltd., dated May 1, 2002, as amended on July 12, 2006 and Dec. 5, 2007.
22. Patent License Agreement between Eastman Kodak Company and Sakar International, Inc., dated Mar. 30, 2011.
23. Patent License Agreement between Eastman Kodak Company and Samsung Techwin Co., Ltd., dated Jan. 1, 2004, Amendment 1, dated July 18, 2004, and Amendment 2, dated July 12, 2006.
24. Patent License Agreement between Eastman Kodak Company and Sony Corporation, dated Dec. 27, 2006.
25. Cross-license between Seiko Epson Corporation and Eastman Kodak Company, dated Oct. 1, 2006.
26. Master Consumer Inkjet Printer Business Agreement between Eastman Kodak Company and Samsung Electronics Co., Ltd., dated Sept. 16, 2011.
27. Patent License Agreement between Eastman Kodak Company and Sony Ericsson Mobile Communications AB, dated Dec. 27, 2006.
28. Intellectual Property Agreement between Eastman Kodak Company and Carestream Health, Inc., dated April 30, 2007.
29. License agreement between IMAX Corporation and Eastman Kodak Company, dated July 18, 2011.

**EXHIBIT D**

**SALE NOTICE**

Andrew G. Dietderich  
Michael H. Torkin  
Alexa J. Kranzley  
SULLIVAN & CROMWELL LLP  
125 Broad Street  
New York, New York 10004  
Telephone: (212) 558-4000  
Facsimile: (212) 558-3588

Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

|   |   |                         |
|---|---|-------------------------|
| In re:  | ) | Chapter 11              |
| EASTMAN KODAK COMPANY, <i>et al.</i> , <sup>1</sup> | ) | Case No. 12-10202 (ALG) |
| Debtors.  | ) | Jointly Administered    |

**NOTICE OF (A) BIDDING PROCEDURES FOR THE SALE OF THE DOCUMENT  
IMAGING BUSINESS, (B) AUCTION, (C) SALE HEARING AND (D) PROCEDURES  
FOR THE ASSUMPTION AND/OR ASSIGNMENT OF CERTAIN CONTRACTS**

**PLEASE TAKE NOTICE** that pursuant to the *Order (A) Approving Bidding Procedures for the Sale of the Document Imaging Business, (B) Authorizing the Stalking Horse Bid Protections, (C) Approving Procedures for the Assumption and/or Assignment of Certain Contracts, (D) Approving Notice Procedures and (E) Setting a Date for the Sale Hearing* (the “**Bidding Procedures Order**”),<sup>2</sup> entered by the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) on May [1], 2013 [Docket No. [●]], Eastman Kodak Company (“**Kodak**”) and its affiliated debtors and debtors in possession (collectively, the “**Debtors**”) have established procedures (the “**Bidding Procedures**”) for the sale of the Debtors’ Document Imaging Business.

**PLEASE TAKE FURTHER NOTICE** that, on April 15, 2013, Brother Industries, Ltd. (the “**Stalking Horse Purchaser**”) executed that certain Asset Purchase

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Eastman Kodak Company (7150); Creo Manufacturing America LLC (4412); Eastman Kodak International Capital Company, Inc. (2341); Far East Development Ltd. (2300); FPC, Inc. (9183); Kodak (Near East), Inc. (7936); Kodak Americas, Ltd. (6256); Kodak Aviation Leasing LLC (5224); Kodak Imaging Network, Inc. (4107); Kodak Philippines, Ltd. (7862); Kodak Portuguesa Limited (9171); Kodak Realty, Inc. (2045); Laser-Pacific Media Corporation (4617); NPEC, Inc. (5677); Pakon, Inc. (3462); and Qualex, Inc. (6019). The location of the Debtors’ corporate headquarters is: 343 State Street, Rochester, NY 14650.

<sup>2</sup> Capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the Bidding Procedures Order.

Agreement (the “**Stalking Horse Purchase Agreement**”) pursuant to which it will acquire substantially all of the assets of the Debtors’ Document Imaging Business and assume certain liabilities. The Debtors will seek Court approval to enter into the Stalking Horse Purchase Agreement with the Stalking Horse Purchaser or to enter into an Alternate Standalone Transaction with an Alternate Purchaser at the Sale Hearing.

**PLEASE TAKE FURTHER NOTICE** that the Bidding Procedures set forth requirements for a Qualified Bid, including, among other things, Marked Agreements and Good Faith Deposit that must be submitted in connection with any Qualified Bid. **Any party interested in purchasing the Document Imaging Business must comply with the Bidding Procedures.**

**PLEASE TAKE FURTHER NOTICE** that a redacted version of the Stalking Horse Purchase Agreement will be publicly filed with the Court no later than ten days prior to the Sale Objection Deadline (as defined below). Qualified Bidders may obtain copies in accordance with the Bidding Procedures.

**PLEASE TAKE FURTHER NOTICE** that the deadline to submit a Qualified Bid is **June 5, 2013, at 12:00 P.M. (ET)**. The failure to abide by the procedures and deadlines set forth in the Bidding Procedures Order and the Bidding Procedures may result in the disqualification of the bid.

**PLEASE TAKE FURTHER NOTICE** that an auction for the sale of the Document Imaging Business, if necessary, will be conducted at the offices of Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004 on **June 12, 2013 at 10:00 A.M. (ET)**.

**PLEASE TAKE FURTHER NOTICE** that the deadline to file an objection with respect to the transactions contemplated by the Stalking Horse Purchase Agreement is **June 7, 2013 at 4:00 P.M. (ET)** (the “**Sale Objection Deadline**”). Objections must be filed and served in accordance with the Bidding Procedures Order.

**PLEASE TAKE FURTHER NOTICE** that responses or objections, if any, must conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and must be filed electronically with the Bankruptcy Court on the docket of *In re Eastman Kodak Company*, Case No. 12-10202 (ALG), pursuant to the Bankruptcy Court’s General Order M-399 (available at <http://www.nysb.uscourts.gov/orders/m399.pdf>), by registered users of the Bankruptcy Court’s case filing system and by all other parties in interest on a 3.5 inch disc, preferably in portable document format, Microsoft Word or any other Windows-based word processing format and served by U.S. mail, overnight delivery, hand delivery or, with the exception of the Bankruptcy Court, facsimile upon each of the following: (a) the Chambers of the Honorable Allan L. Gropper, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004; (b) the Debtors (Attn: Paula Gutkin, Eastman Kodak Company, 343 State Street, Rochester, NY 14650); (c) Sullivan & Cromwell LLP, counsel to the Debtors (Attn: Andrew G. Dietderich, Michael H. Torkin and Alexa J. Kranzley, 125 Broad Street, New York, NY 10004); (d) Milbank, Tweed, Hadley &



McCloy LLP, counsel to the Official Committee of Unsecured Creditors (Attn: Dennis F. Dunne, Tyson M. Lomazow and Brian Kinney, 1 Chase Manhattan Plaza, New York, NY 10005); (e) Haskell Slaughter Young & Rediker LLC, counsel to the Official Committee of Retired Employees (Attn: R. Scott Williams and Jennifer B. Kimble, 2001 Park Place, Suite 1400, Birmingham, AL 35203); (f) Davis Polk & Wardwell LLP, counsel to Citicorp North America, Inc., as agent for the Debtors' postpetition secured lenders (Attn: Brian M. Resnick, 450 Lexington Avenue, New York, NY 10017); (g) Akin Gump Strauss Hauer & Feld LLP, counsel to the Ad Hoc Committee of Second Lien Noteholders and the lead lenders to the Debtors' supplemental post-petition secured financing (Attn: Michael S. Stamer, David Botter, Abid Qureshi, Alexis Freeman and Rachel Ehrlich Albanese, One Bryant Park, New York, NY 10036); (h) Covington & Burling LLP, counsel to Wilmington Trust, National Association, as agent for the Debtors' supplemental post-petition secured lenders (Attn: Ronald Hewitt, 620 Eighth Avenue, New York, NY 10018); (i) the Stalking Horse Purchaser (Attn: Legal & General Affairs Dept., 15-1 Naeshiro-cho, Mizuho-ku, Japan, with a copy to Brother International Corporation, Attn: Chief Legal Officer, 200 Crossing Boulevard, Bridgewater, NJ 08807) and (j) Baker Botts LLP, counsel to the Stalking Horse Purchaser (Attn: Samantha H. Crispin and James R. Prince, 2001 Ross Ave, Suite 600, Dallas, TX 75201) so as to be received on or before the appropriate deadline as set forth in the Bidding Procedures Order.

**PLEASE TAKE FURTHER NOTICE** that on **June 14, 2013 at [●] A.M. (ET)**, a hearing (the "**Sale Hearing**") will be held before the Honorable Allan L. Gropper in the Bankruptcy Court, at One Bowling Green, New York, New York 10004, at which the Debtors will seek entry of an order (the "**Sale Order**"), authorizing and approving the consummation of the Sale. The Sale Hearing may be adjourned or rescheduled without further notice by an announcement of the adjourned date at the Sale Hearing or by the filing of a hearing agenda.

**PLEASE TAKE FURTHER NOTICE** that the Sale Order provides that the Stalking Horse Purchaser or Alternate Purchaser will have no responsibility for, and the Transferred Assets will be sold free and clear of all liens, claims, interests and encumbrances (except for the Permitted Encumbrances).

**PLEASE TAKE FURTHER NOTICE** that, upon closing of the Sale, the Debtors intend to assume and/or assign to the Successful Bidder the contracts set forth in the Notice of Proposed Assumption and/or Assignment of Contracts (the "**Assignment Notice**"). Any Cure Cost due with respect to each such contract, if applicable, is set forth on Exhibit A of the Assignment Notice.

**PLEASE TAKE FURTHER NOTICE** that copies of the Bidding Procedures Order, the Bidding Procedures and the Stalking Horse Purchase Agreement may be obtained (i) upon request to the Debtors' Notice, Claims and Balloting Agent, Kurtzman Carson Consultants, LLC (a) at its website at <http://www.kccllc.net/kodak>, by clicking on the "Court Documents" link, (b) by writing to [kodakinfo@kccllc.com](mailto:kodakinfo@kccllc.com) or (c) by calling (888) 249-2721 or (ii) for a fee via PACER at <https://ecf.nysb.uscourts.gov/>.

**PLEASE TAKE FURTHER NOTICE** that dates set forth in this notice are subject to change, and further notice of such changes may not be provided except through announcements in open court and/or the filing of notices and/or amended agendas and/or in

accordance with the Bidding Procedures. Parties in interest are encouraged to monitor the electronic court docket and/or the noticing agent website for further updates.

**THE FAILURE OF ANY PERSON OR ENTITY TO FILE AND SERVE AN OBJECTION BY THE SALE OBJECTION DEADLINE SHALL BE A BAR TO THE ASSERTION BY SUCH PERSON OR ENTITY, AT THE SALE HEARING OR THEREAFTER, OF ANY OBJECTION TO THE SALE ORDER, INCLUDING THE DEBTORS' TRANSFER OF THE DEBTOR TRANSFERRED ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS.**

Dated: May [●], 2013  
New York, New York

---

Andrew G. Dietderich  
Michael H. Torkin  
Alexa J. Kranzley  
SULLIVAN & CROMWELL LLP  
125 Broad Street  
New York, New York 10004  
Telephone: (212) 558-4000  
Facsimile: (212) 558-3588

Counsel to the Debtors and Debtors in  
Possession

**EXHIBIT E**

**PUBLICATION NOTICE**

Andrew G. Dietderich  
Michael H. Torkin  
Alexa J. Kranzley  
SULLIVAN & CROMWELL LLP  
125 Broad Street  
New York, New York 10004  
Telephone: (212) 558-4000  
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Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

|   |   |                         |
|---|---|-------------------------|
| In re:  | ) | Chapter 11              |
| EASTMAN KODAK COMPANY, <i>et al.</i> , <sup>1</sup> | ) | Case No. 12-10202 (ALG) |
| Debtors.  | ) | (Jointly Administered)  |

**NOTICE OF (A) BIDDING PROCEDURES FOR THE SALE OF THE DOCUMENT  
IMAGING BUSINESS, (B) AUCTION, (C) SALE HEARING AND (D) PROCEDURES  
FOR THE ASSUMPTION AND/OR ASSIGNMENT OF CERTAIN CONTRACTS**

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