

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
EASTMAN KODAK COMPANY, <i>et al.</i> ,	)	Case No. 12-10202 (ALG)
Debtors.	)	Jointly Administered.
<hr/>		
EASTMAN KODAK COMPANY,	)	
Plaintiff/Counterclaim-Defendant,	)	Adv. Pro. No. 12-01720 (ALG)
v.	)	
APPLE INC. and FLASHPOINT TECHNOLOGIES, INC.,	)	
Defendants/Counterclaim-Plaintiffs.	)	

**SUPPLEMENTAL DECLARATION OF STANLEY B. FRY IN SUPPORT OF  
FLASHPOINT TECHNOLOGY, INC.'S OPPOSITION TO EASTMAN KODAK  
COMPANY'S RENEWED MOTION FOR SUMMARY JUDGMENT**

I, Stanley B. Fry, hereby declare as follows:

1. I make this declaration based on my personal knowledge of the facts and a review of FlashPoint Technology Inc.'s ("FlashPoint") documents. The facts set forth in this declaration are true and accurate to the best of my knowledge and belief, and are based upon my personal knowledge and my review of relevant documents in the possession of FlashPoint. I am authorized to make this declaration on behalf of FlashPoint and, if called to testify, I would testify competently to the facts set forth herein.

2. I am the same Stanley B. Fry who submitted a "Declaration Of Stanley B. Fry In Support Of Flashpoint Technology, Inc.'s Opposition To Eastman Kodak Company's Motion For Summary Judgment" (Dkt. 21-1), dated July 16, 2012.



3. Since its spin out from Apple in November of 1996, FlashPoint entered into a number of license and co-development agreements with Kodak, including the January 1, 1997 Development Agreement No. 01-97-00116, the March 17, 1997, FlashPoint Technology License Agreement N. 01-96-00103, the November 5, 1998 Development Agreement No. 01-98-00173, and the June 5, 2003 Patent License Agreement, attached as Exhibits B-E, respectively, to my July 16, 2012 Declaration (Dkt. 21-1).

4. Pursuant to these agreements, FlashPoint licensed to and developed for Kodak certain FlashPoint digital camera technology for incorporation into digital camera products to be sold by Kodak as well as certain FlashPoint host computer software for use with digital camera data.

5. FlashPoint-Kodak collaborations resulted in the joint release of the Kodak DC 220, 260, 265 and 290 camera lines between 1998 and 2000.

6. FlashPoint and Kodak were collaborators and development partners, as the development and license agreements show.

7. FlashPoint did not view Kodak as a competitor, but as a development partner.

8. Because FlashPoint was Kodak's development partner and because Kodak licensed FlashPoint under all Kodak patents pursuant to Section 9 of the March 17, 1997 License Agreement, FlashPoint did not view Kodak's litigation activities as a reason to search for, evaluate or assess Kodak's patents for potential FlashPoint ownership claims.

9. Because FlashPoint was Kodak's development partner and because Kodak licensed FlashPoint under all Kodak patents pursuant to Section 9 of the March 17, 1997 License Agreement, FlashPoint had no reason to monitor, search for, evaluate or assess Kodak's patents for potential FlashPoint ownership claims.

Pursuant to 28 U.S.C. § 1746, I declare under the penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: September 4, 2012  
Peterborough, New Hampshire

A handwritten signature in black ink, appearing to read 'Stanley B. Fry', written over a horizontal line.

Stanley B. Fry  
Chief Executive Officer  
of FlashPoint Technology Inc.