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

In re: EASTMAN KODAK COMPANY, et al., ¹)	Chapter 11
Debtors.)	
)	Case No. 12-10202 (ALG)
)	(Jointly Administered)
EASTMAN KODAK COMPANY, Plaintiff/Counterclaim-Defendant,)	
v.)	Adv. Proc. No. 12-01720 (ALG)
APPLE INC. AND FLASHPOINT TECHNOLOGY, INC., Defendants/Counterclaim-Plaintiffs.)	

¹ 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.



**DEFENDANT FLASHPOINT TECHNOLOGY, INC.'S SUPPLEMENTAL RULE 7056-1
STATEMENT OF ADDITIONAL MATERIAL FACTS IN SUPPORT OF ITS
OPPOSITION TO PLAINTIFFS EASTMAN KODAK COMPANY'S
RENEWAL OF ITS MOTION FOR SUMMARY JUDGMENT**

Pursuant to Local Bankruptcy Rule 7056-l(b), Defendant/Counterclaim-Plaintiff FlashPoint Technology, Inc. ("FlashPoint") submits its Statement of Additional Materials Facts in Support of Its Opposition to Plaintiff/Counterclaim-Defendant Eastman Kodak Company's Renewal of Its Motion for Summary Judgment.

1. 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 Stan Fry's July 16, 2012 Declaration (Dkt. 21-1). *See Supplemental Declaration of Stanley B. Fry Dated 09-04-2012* ("Supp. Fry Decl.") at 3.

2. 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. (Supp. Fry Decl. at 4).

3. FlashPoint-Kodak collaborations resulted in the joint release of the Kodak DC 220, 260, 265 and 290 camera lines between 1998 and 2000. (Supp. Fry Decl. at 5).

4. FlashPoint and Kodak were collaborators and development partners, as the development and license agreements show. (Supp. Fry Decl. at 6).

5. FlashPoint did not view Kodak as a competitor, but as a development partner. (Supp. Fry Decl. at 7).

6. 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. (Supp. Fry Decl. at 8).

7. 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. (Supp. Fry Decl. at 9).

Dated: September 4, 2012

Respectfully submitted,

/s/ Deborah Kovsky-Apap

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