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

.....		
In re:	:	
	:	
EASTMAN KODAK COMPANY, <i>et al.</i> , ¹	:	Bankruptcy Case No. 12-10202
	:	(ALG)
Reorganized Debtors.	:	
	:	
.....		
RICOH COMPANY, LTD., and	:	
RICOH AMERICAS CORPORATION,	:	
	:	
Plaintiffs,	:	Adv. Proc. No. 13-01332 (ALG)
	:	
v.	:	
	:	
EASTMAN KODAK COMPANY,	:	
	:	
Defendant.	:	
.....		

¹ The Reorganized Debtors in these chapter 11 cases, along with the last four digits of each Reorganized 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 Reorganized Debtors' corporate headquarters is: 343 State Street, Rochester, NY 14650.



**ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIMS OF
DEFENDANT EASTMAN KODAK COMPANY TO ADVERSARY COMPLAINT
FILED BY RICOH COMPANY, LTD. AND RICOH AMERICAS CORPORATION**

Defendant Eastman Kodak Company (“Kodak”), on behalf of itself and its affiliated reorganized debtors (collectively, the “Reorganized Debtors”), hereby submits this Answer, Affirmative Defenses, and Counterclaims to the Adversary Complaint (“Complaint”) of Ricoh Company, Ltd. and Ricoh Americas Corporation (collectively, “Ricoh”). Allegations not expressly admitted are hereby denied. Kodak hereby responds to each numbered paragraph of the Complaint as follows:

**NATURE OF THE ACTION FOR PATENT INFRINGEMENT AND INJUNCTIVE
RELIEF²**

1. Kodak admits the allegations contained in Paragraph 1.
2. Kodak admits that after the Petition Date, the Debtors, including Kodak, remained in possession and control of their assets pursuant to Sections 1107 and 1108 of the Bankruptcy Code, and avers that the Debtors, including Kodak, successfully emerged from chapter 11 on September 3, 2013.
3. Kodak denies the allegations contained in Paragraph 3.
4. Paragraph 4 contains no allegation to which a response is required.
5. Kodak denies that the Complaint alleges infringing conduct only after the Petition Date. As set forth in Kodak’s prior filings, Ricoh’s patent infringement claims could have been brought before the commencement of these chapter 11 cases. *See* Kodak’s Motion for Entry of an Order Enforcing the Automatic Stay Against Ricoh Company, Ltd.’s and Ricoh Americas Corporation’s Adversary Proceeding filed on May 10, 2013 (the “Stay Motion”) (Adv. Docket

² For convenience and clarity, Kodak’s Answer utilizes the same headings as in Ricoh’s Complaint. Kodak does not admit any of the allegations contained in Ricoh’s headings.

No. 7). In any event, Kodak denies that it has engaged in any infringing conduct at any time prior to or after the Petition Date. Kodak further denies that Kodak, its Debtor affiliates, and their respective officers, agents, servants, employees, or any other persons have acted—or continue to act—in concert or participation to infringe any valid Ricoh patent. Paragraph 5 otherwise contains no allegation to which a response is required.

NATURE OF THE ACTION FOR DECLARATORY RELIEF

6. Kodak incorporates by reference its responses as set forth in Paragraphs 1-5 as if set forth fully herein.

7. Kodak admits the allegations contained in Paragraph 7, subject to Kodak’s rights and defenses with respect to any withdrawal of the reference of this adversary proceeding or any objection thereto.

8. Kodak denies the allegations contained in Paragraph 8.

9. Kodak admits that Ricoh Company Ltd. and Ricoh Americas Corporation filed Proofs of Claim in the United States Bankruptcy Court for the Southern District of New York on July 17, 2012 (numbered 5835 and 5807) purporting to allege infringement of U.S. Patent Nos. 6,209,048, 6,231,652 B1, 6,256,662 B1, 7,344,326 B2, 7,508,533 B2, 7,712,989 B2, and 7,719,702 B2. Kodak denies that these Proofs of Claim constitute “notice” of U.S. Patent Nos. 6,209,048, 6,231,652 B1, 6,256,662 B1, 7,344,326 B2, 7,508,533 B2, 7,712,989 B2, and 7,719,702 B2. Kodak admits that Ricoh filed its Complaint on April 18, 2013, alleging infringement of U.S. Patent 7,169,522. Kodak denies that the Complaint constitutes “notice” of U.S. Patent 7,169,522. Kodak admits the allegations contained in the second sentence of Paragraph 9.

JURISDICTION AND VENUE

10. Paragraph 10 contains no allegations to which a response is required.

11. Subject to Kodak's rights and defenses with respect to any withdrawal of the reference of this adversary proceeding or any objection thereto, Kodak admits that the Bankruptcy Court has subject matter jurisdiction over Ricoh's claims.

12. Subject to Kodak's rights and defenses with respect to any withdrawal of the reference of this adversary proceeding or any objection thereto, Kodak admits that venue is proper.

13. Subject to Kodak's rights and defenses with respect to any withdrawal of the reference of this adversary proceeding or any objection thereto, Kodak denies that this proceeding is not a core proceeding. The second sentence of Paragraph 13 contains no allegations to which a response is required. Kodak incorporates by reference its response to Ricoh's reservation of rights set forth below in Paragraphs 86-89 as if set forth fully herein.

THE PARTIES

14. Kodak admits that Ricoh Company, Ltd. is a Japanese corporation; that Plaintiff Ricoh Americas Corporation is a wholly owned and controlled subsidiary of Ricoh Company, Ltd.; and that Ricoh Americas Corporation is a Delaware corporation. Kodak lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 14 and, therefore, denies them.

15. Kodak lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 15 and, therefore, denies them.

16. Kodak admits the allegations contained in Paragraph 16.

FIRST CLAIM FOR RELIEF

(Infringement of U.S. Patent No. 6,209,048)

17. Kodak incorporates by reference its responses as set forth in Paragraphs 1-16 as if set forth fully herein.

18. Kodak states that United States Patent Number 6,209,048 (“’048 Patent”) speaks for itself. Kodak admits that an uncertified copy of what purports to be the ’048 Patent is attached to the Complaint as Exhibit 1. Kodak denies that the ’048 Patent was properly issued. Kodak lacks knowledge or information sufficient to form a belief as to the truth of the remainder of the allegations of Paragraph 18 and, therefore, denies them.

19. Kodak denies the allegations contained in Paragraph 19.

20. Kodak lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 20 and, therefore, denies them.

21. Kodak denies the allegations contained in Paragraph 21.

22. Kodak denies the allegations contained in Paragraph 22.

23. Kodak denies the allegations contained in Paragraph 23.

24. Kodak denies the allegations contained in Paragraph 24.

SECOND CLAIM FOR RELIEF

(Infringement of U.S. Patent No. 6,256,662 B1)

25. Kodak incorporates by reference its responses as set forth in Paragraphs 1-24 as if set forth fully herein.

26. Kodak states that United States Patent Number 6,256,662 B1 (“’662 Patent”) speaks for itself. Kodak admits that an uncertified copy of what purports to be the ’662 Patent is attached to the Complaint as Exhibit 2. Kodak denies that the ’662 Patent was properly issued. Kodak lacks knowledge or information sufficient to form a belief as to the truth of the remainder

of the allegations of Paragraph 26 and, therefore, denies them.

27. Kodak denies the allegations contained in Paragraph 27.

28. Kodak lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 28 and, therefore, denies them.

29. Kodak denies the allegations contained in Paragraph 29.

30. Kodak denies the allegations contained in Paragraph 30.

31. Kodak denies the allegations contained in Paragraph 31.

32. Kodak denies the allegations contained in Paragraph 32.

THIRD CLAIM FOR RELIEF

(Infringement of U.S. Patent No. 6,231,652)

33. Kodak incorporates by reference its responses as set forth in Paragraphs 1-32 as if set forth fully herein.

34. Kodak states that United States Patent Number 6,231,652 (“’652 Patent”) speaks for itself. Kodak admits that an uncertified copy of what purports to be the ’652 Patent is attached to the Complaint as Exhibit 3. Kodak denies that the ’652 Patent was properly issued. Kodak lacks knowledge or information sufficient to form a belief as to the truth of the remainder of the allegations of Paragraph 34 and, therefore, denies them.

35. Kodak denies the allegations contained in Paragraph 35.

36. Kodak lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 36 and, therefore, denies them.

37. Kodak denies the allegations contained in Paragraph 37.

38. Kodak denies the allegations contained in Paragraph 38.

39. Kodak denies the allegations contained in Paragraph 39

40. Kodak denies the allegations contained in Paragraph 40.

FOURTH CLAIM FOR RELIEF

(Infringement of U.S. Patent No. 7,344,326 B2)

41. Kodak incorporates by reference its responses as set forth in Paragraphs 1-40 as if set forth fully herein.

42. Kodak states that United States Patent Number 7,344,326 B2 (“’326 Patent”) speaks for itself. Kodak admits that an uncertified copy of what purports to be the ’326 Patent is attached to the Complaint as Exhibit 4. Kodak denies that the ’326 Patent was properly issued. Kodak lacks knowledge or information sufficient to form a belief as to the truth of the remainder of the allegations of Paragraph 42 and, therefore, denies them.

43. Kodak denies the allegations contained in Paragraph 43.

44. Kodak lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 44 and, therefore, denies them.

45. Kodak denies the allegations contained in Paragraph 45.

46. Kodak denies the allegations contained in Paragraph 46.

47. Kodak denies the allegations contained in Paragraph 47.

48. Kodak denies the allegations contained in Paragraph 48.

FIFTH CLAIM FOR RELIEF

(Infringement of U.S. Patent No. 7,508,533 B2)

49. Kodak incorporates by reference its responses as set forth in Paragraphs 1-48 as if set forth fully herein.

50. Kodak states that United States Patent Number 7,508,533 B2 (“’533 Patent”) speaks for itself. Kodak admits that an uncertified copy of what purports to be the ’533 Patent is attached to the Complaint as Exhibit 5. Kodak denies that the ’533 Patent was properly issued. Kodak lacks knowledge or information sufficient to form a belief as to the truth of the remainder

of the allegations of Paragraph 50 and, therefore, denies them.

51. Kodak denies the allegations contained in Paragraph 51.

52. Kodak lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 52 and, therefore, denies them.

53. Kodak denies the allegations contained in Paragraph 53.

54. Kodak denies the allegations contained in Paragraph 54.

55. Kodak denies the allegations contained in Paragraph 55.

56. Kodak denies the allegations contained in Paragraph 56.

SIXTH CLAIM FOR RELIEF
(Infringement of U.S. Patent No. 7,712,989)

57. Kodak incorporates by reference its responses as set forth in Paragraphs 1-56 as if set forth fully herein.

58. Kodak states that United States Patent Number 7,712,989 (“’989 Patent”) speaks for itself. Kodak admits that an uncertified copy of what purports to be the ’989 Patent is attached to the Complaint as Exhibit 6. Kodak denies that the ’989 Patent was properly issued. Kodak lacks knowledge or information sufficient to form a belief as to the truth of the remainder of the allegations of Paragraph 58 and, therefore, denies them.

59. Kodak denies the allegations contained in Paragraph 59.

60. Kodak lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 60 and, therefore, denies them.

61. Kodak denies the allegations contained in Paragraph 61.

62. Kodak denies the allegations contained in Paragraph 62.

63. Kodak denies the allegations contained in Paragraph 63.

64. Kodak denies the allegations contained in Paragraph 64.

SEVENTH CLAIM FOR RELIEF
(Infringement of U.S. Patent No. 7,719,702)

65. Kodak incorporates by reference its responses as set forth in Paragraphs 1-64 as if set forth fully herein.

66. Kodak states that United States Patent Number 7,719,702 (“’702 Patent”) speaks for itself. Kodak admits that an uncertified copy of what purports to be the ’702 Patent is attached to the Complaint as Exhibit 7. Kodak denies that the ’702 Patent was properly issued. Kodak lacks knowledge or information sufficient to form a belief as to the truth of the remainder of the allegations of Paragraph 66 and, therefore, denies them.

67. Kodak denies the allegations contained in Paragraph 67.

68. Kodak lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 68 and, therefore, denies them.

69. Kodak denies the allegations contained in Paragraph 69.

70. Kodak denies the allegations contained in Paragraph 70.

71. Kodak denies the allegations contained in Paragraph 71.

72. Kodak denies the allegations contained in Paragraph 72.

EIGHTH CLAIM FOR RELIEF
(Infringement of U.S. Patent No. 7,169,522 B2)

73. Kodak incorporates by reference its responses as set forth in Paragraphs 1-72 as if set forth fully herein.

74. Kodak states that United States Patent Number 7,169,522 B2 (“’522 Patent”) speaks for itself. Kodak admits that an uncertified copy of what purports to be the ’522 Patent is attached to the Complaint as Exhibit 8. Kodak denies that the ’522 Patent was properly issued. Kodak lacks knowledge or information sufficient to form a belief as to the truth of the remainder

of the allegations of Paragraph 74 and, therefore, denies them.

75. Kodak denies the allegations contained in Paragraph 75.

76. Kodak lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 76 and, therefore, denies them.

77. Kodak denies the allegations contained in Paragraph 77.

78. Kodak denies the allegations contained in Paragraph 78.

79. Kodak denies the allegations contained in Paragraph 79.

80. Kodak denies the allegations contained in Paragraph 80.

NINTH CLAIM FOR RELIEF

(Declaratory Judgment)

81. Kodak incorporates by reference its responses as set forth in Paragraphs 1-80 as if set forth fully herein.

82. Kodak admits that it denies any alleged act of infringement and that it denies any alleged harm to Ricoh. Kodak denies the remaining allegations of Paragraph 82.

83. Kodak admits that there is an actual controversy between the parties. Kodak denies the remaining allegations of Paragraph 83.

84. Kodak admits that Ricoh requests a declaratory judgment. Kodak denies the remaining allegations of Paragraph 84.

85. Kodak admits that Ricoh requests a declaratory judgment. Kodak denies the remaining allegations of Paragraph 85.

RESERVATION OF RIGHTS

86. Paragraph 86 contains no allegations to which a response is required but, to the extent one is required, Kodak denies the allegations of Paragraph 86.

87. Paragraph 87 contains no allegations to which a response is required but, to the

extent one is required, Kodak denies the allegations of Paragraph 87.

88. Paragraph 88 contains no allegations to which a response is required but, to the extent one is required, Kodak denies the allegations of Paragraph 88.

89. Paragraph 89 contains no allegations to which a response is required but, to the extent one is required, Kodak denies the allegations of Paragraph 89.³

JURY DEMAND

90. Paragraph 90 contains no allegations to which a response is required.⁴

RESPONSE TO RICOH'S PRAYER FOR RELIEF

Ricoh's prayer for relief contains no allegations to which a response is required but, to the extent one is required, Kodak denies that Ricoh is entitled to the requested relief or to any relief whatsoever.

DEFENSES AND AFFIRMATIVE DEFENSES

Kodak asserts the following defenses to Ricoh's Complaint.

FIRST DEFENSE **(Non-Infringement)**

1. Kodak has not infringed and is not infringing, either directly, contributorily, or by inducement, any claim of the patents-in-suit, either literally or under the doctrine of equivalents, willfully or otherwise.

³ Ricoh's allegations in Paragraph 89 are directly contrary to its allegations in Paragraph 11, in which Ricoh alleges that the Bankruptcy Court has subject matter jurisdiction over Ricoh's adversary proceeding.

⁴ Kodak expressly reserves all rights to contest that Ricoh has a right to a jury trial on any issue. Kodak hereby expressly withholds consent to any jury trial in the Bankruptcy Court.

SECOND DEFENSE
(Invalidity)

2. One or more of the claims of the patents-in-suit are invalid for failing to meet one or more of the requisite statutory or decisional requirements and/or conditions for patentability under Title 35 of the United States Code, including without limitation §§ 101, 102, 103, and 112.

THIRD DEFENSE
(Unenforceability)

3. One or more of the patents-in-suit are unenforceable against Kodak because of one or more applicable equitable doctrines, such as laches, estoppel, collateral estoppel, waiver, or unclean hands.

FOURTH DEFENSE
(Limitation on Damages)

4. Ricoh's right to seek damages is limited, including without limitation by 35 U.S.C. §§ 286 and 287. Ricoh's right to seek damages is further limited—by its own admission—to alleged actions by Kodak occurring after the Petition Date. (*See, e.g.*, Complaint ¶5.)

FIFTH DEFENSE
(License)

5. Kodak is exempt from liability for infringement in whole or in part to the extent that any of the alleged inventions described in and allegedly covered by the patents-in-suit are used, manufactured, or sold by or for Kodak, its suppliers, and/or its customers pursuant to a license, either expressed or implied.

COUNTERCLAIMS

Counterclaim Plaintiff Eastman Kodak Company (“Kodak”), on behalf of itself and its affiliated reorganized debtors (collectively, the “Reorganized Debtors”), alleges Counterclaims against Counterclaim Defendants Ricoh Company, Ltd. and Ricoh Americas Corporation

(collectively, “Ricoh”) as set forth below. Kodak’s Counterclaims against Ricoh are made subject to Kodak’s rights and defenses with respect to any withdrawal of the reference of this adversary proceeding or any objection thereto.

PARTIES

1. Counterclaim Plaintiff Kodak is a corporation organized and existing under the laws of the state of New Jersey, with its principal place of business in Rochester, New York.

2. On information and belief, Counterclaim Defendant Ricoh Company, Ltd. is a Japanese corporation with its principal office in Yokohama, Japan; and Counterclaim Defendant Ricoh Americas Corporation is a Delaware corporation with its principal office in Malvern, Pennsylvania.

JURISDICTION AND VENUE

3. Subject to Kodak’s rights and defenses with respect to any withdrawal of the reference of this adversary proceeding or any objection thereto, the Bankruptcy Court has subject matter jurisdiction over Kodak’s counterclaims pursuant to 28 U.S.C. §§ 1334 and 157(b).

4. Subject to Kodak’s rights and defenses with respect to any withdrawal of the reference of this adversary proceeding or any objection thereto, venue is proper pursuant to 28 U.S.C. § 1409.

5. Subject to Kodak’s rights and defenses with respect to any withdrawal of the reference of this adversary proceeding or any objection thereto, this is a core proceeding under, without limitation, 28 U.S.C. § 157(b)(2)(A), (B), (C), and/or (O).

FACTS

6. Ricoh claims to be the owner of all rights, titles, and interests in and to U.S. Patent Nos. 6,209,048, 6,231,652 B1, 6,256,662 B1, 7,344,326 B2, 7,508,533 B2, 7,712,989 B2, 7,719,702 B2, and 7,169,522 B2 (collectively, the “Ricoh Patents”).

7. Ricoh has accused Kodak of infringement of the Ricoh Patents.

8. An actual case or controversy exists between the parties concerning the infringement, validity, or enforceability of one or more claims of the Ricoh Patents.

COUNT ONE

(Declaratory Judgment of Non-Infringement and Invalidity of the '048 Patent)

9. Kodak repeats and realleges the allegations of the preceding Answer Paragraphs 1-90, its Defenses and Affirmative Defenses, and Counterclaim Paragraphs 1-8 as if fully set forth herein.

10. Kodak has not infringed at any time prior to or after the Petition Date and is not infringing, either directly, contributorily, or by inducement, any claim of the '048 Patent, either literally or under the doctrine of equivalents, willfully or otherwise.

11. The '048 Patent is invalid for failing to meet one or more of the requisite statutory or decisional requirements and/or conditions for patentability under Title 35 of the United States Code, including without limitation §§ 101, 102, 103, and/or 112.

12. Kodak is entitled to a declaratory judgment that it has not infringed and is not infringing the '048 Patent, and that the '048 Patent is invalid.

COUNT TWO

(Declaratory Judgment of Non-Infringement and Invalidity of the '662 Patent)

13. Kodak repeats and realleges the allegations of the preceding Answer Paragraphs 1-90, its Defenses and Affirmative Defenses, and Counterclaim Paragraphs 1-12 as if fully set

forth herein.

14. Kodak has not infringed at any time prior to or after the Petition Date and is not infringing, either directly, contributorily, or by inducement, any claim of the '662 Patent, either literally or under the doctrine of equivalents, willfully or otherwise.

15. The '662 Patent is invalid for failing to meet one or more of the requisite statutory or decisional requirements and/or conditions for patentability under Title 35 of the United States Code, including without limitation §§ 101, 102, 103, and/or 112.

16. Kodak is entitled to a declaratory judgment that it has not infringed and is not infringing the '662 Patent, and that the '662 Patent is invalid.

COUNT THREE
(Declaratory Judgment of Non-Infringement and Invalidity of the '652 Patent)

17. Kodak repeats and realleges the allegations of the preceding Answer Paragraphs 1-90, its Defenses and Affirmative Defenses, and Counterclaim Paragraphs 1-16 as if fully set forth herein.

18. Kodak has not infringed at any time prior to or after the Petition Date and is not infringing, either directly, contributorily, or by inducement, any claim of the '652 Patent, either literally or under the doctrine of equivalents, willfully or otherwise.

19. The '652 Patent is invalid for failing to meet one or more of the requisite statutory or decisional requirements and/or conditions for patentability under Title 35 of the United States Code, including without limitation §§ 101, 102, 103, and/or 112.

20. Kodak is entitled to a declaratory judgment that it has not infringed and is not infringing the '652 Patent, and that the '652 Patent is invalid.

COUNT FOUR

(Declaratory Judgment of Non-Infringement and Invalidity of the '326 Patent)

21. Kodak repeats and realleges the allegations of the preceding Answer Paragraphs 1-90, its Defenses and Affirmative Defenses, and Counterclaim Paragraphs 1-20 as if fully set forth herein.

22. Kodak has not infringed at any time prior to or after the Petition Date and is not infringing, either directly, contributorily, or by inducement, any claim of the '326 Patent, either literally or under the doctrine of equivalents, willfully or otherwise.

23. The '326 Patent is invalid for failing to meet one or more of the requisite statutory or decisional requirements and/or conditions for patentability under Title 35 of the United States Code, including without limitation §§ 101, 102, 103, and/or 112.

24. Kodak is entitled to a declaratory judgment that it has not infringed and is not infringing the '326 Patent, and that the '326 Patent is invalid.

COUNT FIVE

(Declaratory Judgment of Non-Infringement and Invalidity of the '533 Patent)

25. Kodak repeats and realleges the allegations of the preceding Answer Paragraphs 1-90, its Defenses and Affirmative Defenses, and Counterclaim Paragraphs 1-24 as if fully set forth herein.

26. Kodak has not infringed at any time prior to or after the Petition Date and is not infringing, either directly, contributorily, or by inducement, any claim of the '533 Patent, either literally or under the doctrine of equivalents, willfully or otherwise.

27. The '533 Patent is invalid for failing to meet one or more of the requisite statutory or decisional requirements and/or conditions for patentability under Title 35 of the United States Code, including without limitation §§ 101, 102, 103, and/or 112.

28. Kodak is entitled to a declaratory judgment that it has not infringed and is not infringing the '533 Patent, and that the '533 Patent is invalid.

COUNT SIX
(Declaratory Judgment of Non-Infringement and Invalidity of the '989 Patent)

29. Kodak repeats and realleges the allegations of the preceding Answer Paragraphs 1-90, its Defenses and Affirmative Defenses, and Counterclaim Paragraphs 1-28 as if fully set forth herein.

30. Kodak has not infringed at any time prior to or after the Petition Date and is not infringing, either directly, contributorily, or by inducement, any claim of the '989 Patent, either literally or under the doctrine of equivalents, willfully or otherwise.

31. The '989 Patent is invalid for failing to meet one or more of the requisite statutory or decisional requirements and/or conditions for patentability under Title 35 of the United States Code, including without limitation §§ 101, 102, 103, and/or 112.

32. Kodak is entitled to a declaratory judgment that it has not infringed and is not infringing the '989 Patent, and that the '989 Patent is invalid.

COUNT SEVEN
(Declaratory Judgment of Non-Infringement and Invalidity of the '702 Patent)

33. Kodak repeats and realleges the allegations of the preceding Answer Paragraphs 1-90, its Defenses and Affirmative Defenses, and Counterclaim Paragraphs 1-32 as if fully set forth herein.

34. Kodak has not infringed at any time prior to or after the Petition Date and is not infringing, either directly, contributorily, or by inducement, any claim of the '702 Patent, either literally or under the doctrine of equivalents, willfully or otherwise.

35. The '702 Patent is invalid for failing to meet one or more of the requisite statutory or decisional requirements and/or conditions for patentability under Title 35 of the United States Code, including without limitation §§ 101, 102, 103, and/or 112.

36. Kodak is entitled to a declaratory judgment that it has not infringed and is not infringing the '702 Patent, and that the '702 Patent is invalid.

COUNT EIGHT
(Declaratory Judgment of Non-Infringement and Invalidity of the '522 Patent)

37. Kodak repeats and realleges the allegations of the preceding Answer Paragraphs 1-90, its Defenses and Affirmative Defenses, and Counterclaim Paragraphs 1-36 as if fully set forth herein.

38. Kodak has not infringed at any time prior to or after the Petition Date and is not infringing, either directly, contributorily, or by inducement, any claim of the '522 Patent, either literally or under the doctrine of equivalents, willfully or otherwise.

39. The '522 Patent is invalid for failing to meet one or more of the requisite statutory or decisional requirements and/or conditions for patentability under Title 35 of the United States Code, including without limitation §§ 101, 102, 103, and/or 112.

40. Kodak is entitled to a declaratory judgment that it has not infringed and is not infringing the '522 Patent, and that the '522 Patent is invalid.

PRAYER FOR RELIEF

WHEREFORE, Kodak respectfully requests that the Court:

- (a) Dismiss the Compliant in its entirety, with prejudice;
- (b) Enter judgment in favor of Kodak and against Ricoh;
- (c) Declare that Kodak has not infringed, and is not infringing, each of the Ricoh Patents;

- (d) Declare that one or more of the claims of each of the Ricoh Patents are invalid, void and/or unenforceable against Kodak;
- (e) Grant Kodak all reasonable attorneys' fees, experts' fees, and costs;
- (f) Grant such further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Defendant and Counterclaim Plaintiff Kodak hereby demands trial by jury on all issues so triable raised by Ricoh's Complaint or by Kodak's Answer, Defenses and Affirmative Defenses, and Counterclaims. Kodak hereby expressly withholds consent to any jury trial in the Bankruptcy Court.

Dated: October 10, 2013
New York, New York

SULLIVAN & CROMWELL LLP

/s/ Brian D. Glueckstein

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Michael H. Torkin

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

In re:	:	
	:	
EASTMAN KODAK COMPANY, <i>et al.</i> , ¹	:	Bankruptcy Case No. 12-10202
	:	(ALG)
Reorganized Debtors.	:	
	:	
-----	:	
	x	
RICOH COMPANY, LTD., and	:	
RICOH AMERICAS CORPORATION,	:	
	:	
Plaintiffs,	:	Adv. Proc. No. 13-01332 (ALG)
	:	
v.	:	
	:	
EASTMAN KODAK COMPANY,	:	
	:	
Defendant.	:	
-----	x	

¹ The Reorganized Debtors in these chapter 11 cases, along with the last four digits of each Reorganized 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 Reorganized Debtors' corporate headquarters is: 343 State Street, Rochester, NY 14650.

CERTIFICATE OF SERVICE

The undersigned certifies that on October 10, 2013, a true and correct copy of the *Answer, Affirmative Defenses, and Counterclaims of Defendant Eastman Kodak Company to Adversary Complaint Filed by Ricoh Company, Ltd. and Ricoh Americas Corporation* was served upon all counsel of record via the Court's CM/ECF system and was also served upon the parties on the attached Service List via FedEx overnight mail.

Dated: October 10, 2013

/s/ George W. Shuster, Jr. _____
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Counsel to the Reorganized Debtors

SERVICE LIST

Honorable Allan L. Gropper
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