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

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

**DEBTORS' SUPPLEMENTAL MOTION FOR AN ORDER
AUTHORIZING (A) THE SALE OF PATENT ASSETS FREE AND CLEAR OF
CLAIMS AND INTERESTS, (B) THE LICENSE OF PATENTS, (C) THE
ASSUMPTION OF PATENT CROSS LICENSE AGREEMENTS WITH FUJIFILM AND
(D) THE SETTLEMENT OF CLAIMS RELATED TO CERTAIN PATENTS**

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.



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In the Matter of Adoption of Amended Guidelines for the Conduct of Asset Sales
(General Order Amending M-331 (M-383)) (Bankr. S.D.N.Y. Nov. 18, 2009)33

Eastman Kodak Company (“**Kodak**”) and certain of its affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), file this motion (the “**Supplemental Motion**”) pursuant to sections 105(a), 107(b), 363(b), 363(f), 363(m), 363(n), 365, 502, 503 and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”), and rules 2002, 6004, 9007, 9014, 9018 and 9019 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) as a supplement to the *Debtors’ Motion for Orders (I) (A) Conditionally Authorizing the Sale of Patent Assets Free and Clear of Claims and Interests, (B) Establishing a Competitive Bidding Process and (C) Approving the Notice Procedures and (II) Authorizing the Sale of Patent Assets Free and Clear of Claims and Interests* [Docket No. 1361] (the “**Original Sale Motion**”)², for the entry of an order (the “**Proposed Final Sale Order**”) substantially in the form attached as Exhibit A hereto, authorizing (A) the sale (the “**Sale**”) of the Assigned Assets (as defined in the Sale Agreement) free and clear of Claims and Interests³ (except for and subject to Permitted Encumbrances and Kodak Retained Rights (each as defined in the Sale Agreement)), pursuant to the Patent Sale Agreement, dated as of December 18, 2012, between Kodak and Intellectual Ventures Fund 83 LLC (“**IV**”), a redacted version of which is attached hereto as Exhibit B (together with all schedules, exhibits and annexes thereto, the “**Sale Agreement**”) and conditional on entry of and subject to the Grant-Back License Agreements (as defined below), (B) the granting of licenses to certain patents pursuant to (x) the Bidco DC/KISS Patent License Agreements, which have been filed with the Court under seal (the “**Bidco DC/KISS Patent License Agreements**”) and (y) the Retained Patents License Agreements,

² Capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the Sale Agreement or, if not defined in the Sale Agreement, are to be given the meanings ascribed to them in the Conditional Sale Order or, if not defined in the Conditional Sale Order, are to be given the meanings ascribed to them in the Original Sale Motion.

³ For the avoidance of doubt, the term “**Interests**” has the meaning ascribed thereto in the Sale Agreement, and includes any and all successor liability claims or theories of any nature whatsoever, whether known or unknown and whether asserted or unasserted as of the Closing.

which have been filed with the Court under seal (the “**Retained Patents License Agreements**”, and together with the Bidco DC/KISS Patent License Agreements, the “**Consortium Member License Agreements**”, and the transactions contemplated by the Consortium Member License Agreements, the “**Licensing Transactions**”), in each case to the licensees (the “**Licensees**”) identified in such agreements, (C) the retaining by Kodak of a license to certain patents under the Kodak DC/KISS Grant-Back License Agreements, which have been filed with the Court under seal (each, a “**Grant-Back License Agreement**”), (D) the Debtors’ entry into the Patent Ownership Rights Transfer and Assignment Agreement, dated as of December 18, 2012 (the “**FlashPoint Settlement Agreement**”), among Kodak, IV, FlashPoint Technology Inc. (“**FlashPoint**”) and Apple Inc. (“**Apple**”), and the Stock Transfer and Release Agreement, dated as of December 18, 2012, by and between Kodak and FlashPoint (the “**Stock Transfer Agreement**”) and the Side Letter Release Agreements between Kodak and each of Hanei Corporation (“**Hanei**”) and Modesmata Corporation (“**Modesmata**”), dated as of December 18, 2012 (together with the Stock Transfer Agreement, the “**FlashPoint Supplemental Settlement Agreements**”, and together with the FlashPoint Settlement Agreement, the “**FlashPoint Agreements**”), which have been filed with the Court under seal, (E) the Debtors’ entry into the letter agreement, dated as of December 18, 2012 (the “**Fuji Letter Agreement**”), between Kodak and FUJIFILM Corporation (“**FUJIFILM**”), which has been filed with the Court under seal, (F) the assumption by Kodak of the Cross License Agreements (as defined in the Fuji Letter Agreement), as amended, pursuant to the Fuji Letter Agreement and (G) the dismissal and release of certain patent claims between Kodak and the Licensees pursuant to the Retained Patents License Agreements.

This Supplemental Motion is filed consistent with the Court’s order of July 5,

2012 [Docket No. 1590] (the “**Conditional Sale Order**”) approving competitive bidding procedures (the “**Bidding Procedures**”) for the Sale of the Debtors’ Digital Imaging Patent Assets and authorizing the Debtors to sell all or any portion of the Digital Imaging Patent Assets to one or more Successful Bidders, subject to the Conditional Sale Order, the Bidding Procedures and the Court’s entry of the Proposed Final Sale Order. Pursuant to the Conditional Sale Order, the Debtors are required to provide at least seven days’ notice to the Sale Notice Parties (as defined in the Conditional Sale Order) of the hearing at which the Debtors will seek final approval of the consummation of the Sale (the “**Final Sale Hearing**”), together with copies of the Proposed Final Sale Order and agreements relating to the Sale. This Supplemental Motion takes the place of the Notice of Final Sale Hearing (as defined in the Conditional Sale Order) and gives notice of the Debtors’ selection of IV as the Successful Bidder, the Transaction (as defined below) and the Final Sale Hearing as required by the Conditional Sale Order as well as provides further disclosure as to the transactions to be considered by the Court at the Final Sale Hearing.

Preliminary Statement

1. After extensive marketing, a competitive sale process and months of intensive negotiation, the Debtors (after consulting with the Reviewing Creditors) have reached an agreement for the Sale of their Digital Imaging Patent Assets and the licensing of Kodak’s patent portfolio pursuant to the Licensing Transactions. Each Reviewing Creditor (other than the 1114 Committee)⁴ has indicated that it does not object to the Transaction. As set forth herein, the Transaction (as defined below) is in the best interests of the Debtors, their estates and all stakeholders, and constitutes another significant step toward the Debtors’ emergence from chapter 11.

⁴ The Transaction does not require the consent or approval of the 1114 Committee under the Bidding Procedures.

2. After a lengthy and contentious Bidding Process, the Debtors (following discussions with the Reviewing Creditors) selected IV as the Successful Bidder for the Digital Imaging Patent Assets in accordance with the Bidding Procedures. As a result, the Debtors negotiated a set of fair yet complex intellectual property transactions with a consortium of the world's leading technology companies. The Transaction allows the Debtors to monetize their Digital Imaging Patent Assets and to proceed in their restructuring with the greatest possible range of options to continue to use, pursuant to the Grant-Back License Agreements, the Digital Imaging Patent Assets in their reorganized and divested businesses. These transactions mark a major turning point in the Debtors' chapter 11 cases, unlocking a key source of financing for the completion of the Debtors' operational restructuring, while preserving intellectual property rights essential to the implementation of their plan for emergence from chapter 11.

3. The disposition of the Digital Imaging Patent Assets was the underlying premise of the Debtors' \$950 million debtor-in-possession financing and one of the crucial objectives with which the Debtors commenced their chapter 11 cases. The Sale of the Debtors' patent assets represents the culmination of well over a year of continuing effort by the Debtors and their financial and legal advisors. With the Court's approval and upon the consummation of the transactions presented in this Supplemental Motion, the Debtors will complete another critically important step toward their successful restructuring. The consummation of these transactions will allow the Debtors to turn in earnest to the reorganization of their businesses and the conclusion of these chapter 11 cases.

4. Over the past several months, the Debtors and their advisors have conducted a sale process for the Digital Imaging Patent Assets in accordance with the Bidding Procedures. During the Bidding Process, the Debtors (after consultation with the Reviewing

Creditors) granted permission to IV and certain technology companies to negotiate with one another for the purpose of forming a consortium to submit a joint bid. Kodak received four bids during the Bidding Process and conducted an Auction (the “**Auction**”) for the Sale of the Digital Imaging Patent Assets. IV, with the participation of a consortium of technology companies, submitted a bid and was one of two consortium groups participating at the Auction. The Debtors assessed each of the bids and consulted with the Reviewing Creditors. Based on the transaction structures of the proposals received and negotiations with the bidders at the Auction, the Debtors and their advisors concluded that the consortium led by IV had significant advantages over the other bids received. Importantly, the Debtors and their advisors concluded that the value of IV’s bid could be further increased if they permitted IV to expand the members in its consortium. Consequently, the Debtors (after consulting the Reviewing Creditors) decided to pursue negotiations with IV and the expanded consortium.

5. On December 18, 2012, after months of ongoing—and often hard-fought—negotiations between the Debtors, IV and the expanded consortium of the world’s largest and most sophisticated technology businesses (each of whom is a Licensee), as well as extensive discussion and consultation with the Reviewing Creditors, the parties agreed upon a transaction whereby: (a) Kodak will grant licenses to the Assigned Patents (as defined in the Sale Agreement) to each consortium member pursuant to the Bidco DC/KISS Patent License Agreements; (b) IV and Apple (in its capacity as designee under the Sale Agreement; IV and Apple in such capacity, together, the “**Purchaser/Designee**”) will acquire the Assigned Assets, subject to the Kodak Retained Rights and the Permitted Encumbrances, including the Bidco DC/KISS Patent License Agreements and Kodak’s rights under the Grant-Back License Agreements; (c) under the Grant-Back License Agreements, Kodak will retain a license to the

Assigned Patents; and (d) pursuant to the Retained Patents License Agreements and subject to the exceptions therein, Kodak's remaining patents (the non-Assigned Patents) will be licensed to the consortium members and Kodak and each Licensee will release their respective patent claims against each other (or as to certain Licensees, their respective intellectual property claims).

6. Further, as a necessary and integral part of the Transaction (as defined below), all litigation between Kodak and each of Apple and FlashPoint in respect of Kodak's patents, including the ongoing Adversary Proceeding (as defined below), will be dismissed pursuant to the FlashPoint Settlement Agreement and the Retained Patents License Agreement between Apple and Kodak. Pursuant to the Conditional Sale Order, the Sale of the Digital Imaging Patent Assets would be subject to the adequate protection requirements of section 363(e) of the Bankruptcy Code with respect to Apple's and FlashPoint's claims to the Disputed Patents. The Transaction resolves Apple's claims by virtue of Apple's participation as a purchaser of certain Assigned Assets (in its capacity as designee under the Sale Agreement) and a licensee; and resolves FlashPoint's claims under the FlashPoint Settlement Agreement between Kodak, FlashPoint, Apple and IV. The resolution of all pending claims by Apple and FlashPoint eliminates litigation risk and provides a substantial benefit to the Debtors' estates and stakeholders.

7. Finally, Kodak and FUJIFILM, one of the twelve Licensees, will enter into a separate compromise, pursuant to which Kodak will assume certain Cross License Agreements (as defined in the Fuji Letter Agreement), as amended to grant Kodak the right to assign the agreements to its successor in bankruptcy and sublicense its rights thereunder to the Debtors' divested businesses. The Fuji Letter Agreement thus facilitates the Debtors' previously announced sale of their Personalized Imaging business, and dispositions of other businesses that

rely on Kodak's rights under the Cross License Agreements, by allowing the Debtors to convey the benefit of those rights in connection with such dispositions. Furthermore, Kodak and FUJIFILM will observe a three-year mutual standstill of all patent claims relating to printing devices and related components and materials, thus providing valuable protection to the Debtors' post-emergence printing businesses.

8. The wide-ranging and thorough marketing efforts of the Debtors and their advisors, and the competitive Bidding Process approved by the Court, have subjected the Debtors' Digital Imaging Patent Assets to a rigorous market test. The Debtors found, after their comprehensive marketing effort and negotiation with potential purchasers both before and after the filing of these chapter 11 cases, that a transaction within the price range suggested by previous third-party appraisals of the value of the Digital Imaging Patent Assets was not achievable. Notwithstanding this turn of events, the Debtors and their advisors have expended considerable time and effort over the preceding months to improve the consideration for the Sale and the Licensing Transactions from the bids received during and prior to the Auction to their present value of \$527 million (subject to customary adjustments and the amounts to be paid pursuant to the FlashPoint Settlement Agreement). Based on the marketing process they have conducted, the Debtors submit that the transactions described in this Supplemental Motion provide a clear benefit to the Debtors' estates and creditors and that the purchase price is fair and reasonable and represents the highest and best value available under the circumstances.

9. Throughout the sale process, the Debtors have consulted with the Reviewing Creditors, and have worked closely with the Reviewing Creditors' legal and financial advisors to address issues and concerns regarding the proposed Transaction. The Debtors believe that the transactions contemplated by the Sale Agreement, the Consortium Member

License Agreements, the Grant-Back License Agreements, the FlashPoint Agreements, the Fuji Letter Agreement and the associated Ancillary Agreements (collectively, the “**Transaction**”) represent the highest and best offer for a transaction involving the Digital Imaging Patent Assets, and that consummation of the Transaction is the best interests of Debtors’ estates and stakeholders.

10. Moreover, the Debtors believe that the Licensing Transactions and the Apple and FlashPoint settlements, and the settlement between Kodak and FUJIFILM are essential to secure the maximum value for the Debtors from the sale of the Digital Imaging Patent Assets and, furthermore, provide a clear benefit to the Debtors’ estates. The Transaction provides vital liquidity for the Debtors’ planned restructuring efforts and successful emergence from chapter 11 and, through the Grant-Back License Agreements, the Retained Patent License Agreements and the Fuji Letter Agreement, retains important rights and protections for the Debtors’ post-chapter 11 businesses and contemplated business dispositions. Accordingly, the Debtors submit that the proposed Transaction, including the Licensing Transactions, the FlashPoint Agreements and the Fuji Letter Agreement, is in the best interests of the Debtors’ estates, creditors and other interest holders, and seek the Court’s approval to consummate the Transaction.

Background

11. On the Petition Date, each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their business 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.

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

13. 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.

14. 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

15. Kodak has been a leading technology innovator for over 100 years and has built extensive and valuable intellectual property holdings, including the Digital Imaging Patent Assets. Kodak’s Digital Imaging Patent Assets consist of two patent portfolios representing a broad set of technologies, which include developments in key digital imaging fields such as digital camera functions and features, image processing algorithms and network image storage, access and fulfillment. While Kodak has exploited these patent portfolios for many years, its licensing program requires costly and lengthy litigation, and is no longer part of Kodak’s strategic focus.

16. The Debtors’ efforts to sell the Digital Imaging Patent Assets have their origin in Kodak’s prepetition business strategy. An appropriate transaction, however, became difficult to pursue as the Debtors’ financial condition deteriorated. One of the Debtors’ goals in

these chapter 11 cases has been a sale of their non-strategic intellectual property, which would give the Debtors access to a valuable source of financing for their reorganization. Third-party valuations of the Digital Imaging Patent Assets indicated that a sale of the Digital Imaging Patent Assets could provide significant liquidity for the Debtors. Further, as the Debtors and their advisors sought debtor-in-possession financing for their restructuring, lenders conditioned this financing on a covenant by the Debtors to pursue a sale process with respect to the Digital Imaging Patent Assets.⁵

17. Since the filing of these chapter 11 cases, the Debtors and their advisors have aggressively marketed the Digital Imaging Patent Assets while exploring alternatives for monetizing the Debtors' patent portfolio in light of their business strategies and restructuring plans. Concurrently with this sale process, the Debtors have continued to plan for the divestiture of other non-strategic businesses as part of their organizational restructuring. As these chapter 11 cases progressed and the Debtors began planning for their emergence, the Debtors and their advisors determined that a sale of the Digital Imaging Patent Assets was necessary to complete the Debtors' business reorganization and their emergence from chapter 11. The Debtors and their advisors, in consultation with key creditor constituencies, designed the Bidding Procedures to address the unique characteristics of the Debtors' patent portfolio and the competitive dynamics of the technology industry, which have posed major challenges to the Debtors' marketing and sale efforts.⁶

⁵ The Debtors' DIP Facility required the Debtors to file proposed bidding procedures for the Sale of the Digital Imaging Patent Assets on or before June 30, 2012. In addition, the supplemental debtor-in-possession financing announced by the Debtors on November 28, 2012 is contingent on the Debtors' consummation of the Sale.

⁶ Additional background relating to the marketing of the Debtors' Digital Imaging Patent Assets is set forth in the Original Sale Motion.

18. On June 11, 2012, the Debtors filed the Original Sale Motion requesting, among other things, (a) approval of a competitive process for the sale of all or any portion of Kodak's Digital Imaging Patent Assets and (b) authorization to sell all or any portion of the Digital Imaging Patent Assets to one or more Successful Bidders, subject to the Court's entry of the Proposed Final Sale Order.

19. Apple and FlashPoint filed objections to the Original Sale Motion based on separate ownership and inventorship claims to certain Kodak patents included in the Digital Imaging Patent Assets (the "**Disputed Patents**"). On June 18, 2012, Kodak commenced the adversary proceeding captioned *Eastman Kodak Company v. Apple Inc. and FlashPoint Technology, Inc.*, (Adv. Proc. No. 12-01720) (the "**Adversary Proceeding**") before the Court, seeking: (a) a declaratory judgment that Apple and FlashPoint have no interest in the Disputed Patents; (b) a declaratory judgment permitting Kodak to sell the thirteen Disputed Patents claimed by Apple pursuant to section 363 of the Bankruptcy Code without the need for any adequate protection; and (c) an injunction barring Apple and FlashPoint from asserting ownership claims to the Disputed Patents. Kodak has pursued the Adversary Proceeding against Apple and FlashPoint concurrently with Sale process for the Digital Imaging Patent Assets. On August 1, 2012, the Court determined that the claims of Apple and FlashPoint to certain Disputed Patents were barred under the applicable statute of limitations and/or the doctrine of laches, but denied Kodak summary judgment against Apple and FlashPoint as to certain other Disputed Patents. Kodak filed a renewed motion for summary judgment on August 17, 2012 based on the introduction of supplemental evidence, which remains pending before the Court. The Adversary Proceeding has proceeded as the Debtors reached key points in the timeline set out in the Bidding Procedures, but the settlements contemplated by the proposed Transaction

have emerged as a means of resolving Apple and FlashPoint's unresolved ownership and inventorship claims.

20. On July 5, 2012, the Bankruptcy Court entered an order (the "**Conditional Sale Order**") approving the Bidding Procedures for a competitive bidding process for the Sale of the Digital Imaging Patent Assets and authorizing the Debtors to sell all or any portion of the Digital Imaging Patent Assets to one or more Successful Bidders, subject to the Conditional Sale Order, the Bidding Procedures and the Court's entry of the Proposed Final Sale Order. Pursuant to the Conditional Sale Order and the Bidding Procedures, and with the support (or lack of objection) of the Reviewing Creditors, the Debtors proceeded with their planned sale process, entered into confidentiality agreements with interested potential bidders, and designated several of these parties as "Potential Bidders" under the Bidding Procedures. (*Supplemental Declaration of David Descoteaux in Support of the Debtors' Motions for an Order Authorizing (A) the Sale of Patent Assets Free and Clear of Claims and Interests, (B) the License of Patents, (C) the Assumption of Patent Cross License Agreements With FUJIFILM and (D) the Settlement of Claims Related to Certain Patents* filed contemporaneously herewith ("**Lazard Declaration**") at ¶¶ 8–9.)

21. With the Debtors' permission and encouragement (after consultation with the Reviewing Creditors), IV formed a consortium with Apple, Microsoft Corporation, Adobe Systems Incorporated and Facebook, Inc. (the "**Initial IV Consortium**"), for the purpose of bidding for the Assigned Assets, and submitted its bid on behalf of the Initial IV Consortium on August 3, 2012. The Debtors analyzed IV's bid in consultation with their advisors and, after receiving input from the Reviewing Creditors, determined that IV's bid was a "Qualified Bid" and that IV was a "Qualified Bidder" under the Bidding Procedures. In accordance with the

Bidding Procedures, Kodak invited IV and the other Qualified Bidders to participate in the Auction for the Digital Imaging Patent Assets. (Lazard Declaration at ¶ 10.)

22. Prior to the Auction, the Debtors received three other bids, each of which the Debtors and their advisors, after consulting with the Reviewing Creditors, determined to be a “Qualified Bid” and each respective bidder, a “Qualified Bidder”. One such bid was submitted by RPX Corporation (“**RPX**”), together with another consortium of technology companies (the “**RPX Consortium**”). As a result of their review of the bid packages (and associated discussions with the bidders), the Debtors concluded that each Qualified Bidder’s bid contained deficiencies, particularly with respect to the proposed purchase price. Thus, the Debtors and their advisors proceeded with the aim of obtaining a better bid through the auction process. (Lazard Declaration at ¶ 11.)

23. The Debtors commenced the Auction on August 8, 2012. Initially, both the Initial IV Consortium and the RPX Consortium failed to submit bids at a valuation acceptable to the Debtors.³ The Debtors and their advisors (after consulting with the Reviewing Creditors), continued to engage with the IV Consortium and the RPX Consortium separately, but were unable to obtain an acceptable price from either in isolation. Consequently, the Debtors and their advisors determined that by combining the various members of the IV Consortium and RPX Consortium into one bidding consortium and (with the knowledge of the Reviewing Creditors) consenting to the inclusion of new additional consortium members, the Debtors could obtain the highest and best offer for the Digital Imaging Patent Assets. (Lazard Declaration at ¶ 12.)

³ At or prior to the Auction, the two other Qualified Bidders advised the Debtors and their advisors that they did not expect to materially increase the purchase prices that had been proposed in their respective bids.

24. Having received the Debtors' consent (with the knowledge of the Reviewing Creditors), IV subsequently expanded its consortium to include members of the RPX Consortium and also began seeking additional members, with the goal of resubmitting its bid. IV's consortium ultimately grew to include a roster of the world's leading technology companies: Amazon Fulfillment Services, Inc., FUJIFILM, Huawei Technologies Co., Ltd., Google Inc., H.T.C. (B.V.I.) Corporation, Research In Motion Limited, Samsung Electronics Co., Ltd. and Shutterfly, Inc. (collectively, with the Initial IV Consortium, the "**IV Consortium**"). During the course of negotiations, IV also requested the right to designate Apple as the purchaser of certain patents. (Lazard Declaration at ¶ 13.)

25. The Debtors' initial transaction structure contemplated the sale of the DC and KISS portfolios. The IV Consortium's offer, however, also was conditioned on protection from future patent infringement claims. Thus, to reach a deal with the IV Consortium, Kodak would be required to ensure "patent peace" by licensing all patents not sold as part of the transaction and agreeing to a mutual release of all patent claims with each of the Licensees. (Lazard Declaration at ¶ 14.)

26. After deliberation and discussion with the Reviewing Creditors, the Debtors and their advisors determined that proceeding with a transaction with the IV Consortium was the best path forward to monetize their intellectual property, complete their overall efforts to reorganize, and emerge from these chapter 11 cases. During the negotiating process with IV and the consortium members, the Debtors and their advisors continued to respond to unsolicited offers from other third parties, though none of those discussions materialized into a binding offer for the Digital Imaging Patent Assets. (Lazard Declaration at ¶ 15.)

27. The Debtors (in consultation with the Reviewing Creditors), IV, the consortium members and their respective advisors worked to negotiate the sale of the Digital Imaging Patent Assets to Purchaser/Designee and the licensing of Kodak's Digital Imaging Patent Assets and retained patent assets to the Licensees. The road to agreement on the terms of the proposed Transaction was not easy. Over a period of months, the parties and their advisors participated in numerous conference calls and engaged in several rounds of in-person meetings aimed at resolving the many open issues in the Sale Agreement, Consortium Member License Agreements and Grant-Back License Agreements. Many of the differences between Kodak, IV and the Licensees were significant and required intense negotiation before agreement could be reached. (Lazard Declaration at ¶ 16.)

28. Finally, on December 18, 2012, IV and Kodak executed the Sale Agreement. Under the Sale Agreement, among other things, IV agreed to purchase the Assigned Assets and to assume the Assumed Liabilities (as defined in the Sale Agreement). The Sale Agreement also contemplates that: (a) simultaneously with the Closing (as defined in the Sale Agreement) but immediately prior to the Sale, Kodak will grant licenses to the Assigned Patents (as defined in the Sale Agreement) to each consortium member pursuant to the Bidco DC/KISS Patent License Agreements, with such Sale being subject to such licenses as Permitted Encumbrances; (b) under the Grant-Back License Agreements, Kodak will retain a license to the Assigned Patents; and (c) pursuant to the Retained Patents License Agreements and subject to the exceptions therein, Kodak's remaining patents (the non-Assigned Patents) will be licensed to the consortium members and Kodak and each Licensee will release their respective patent claims (or in certain instances, intellectual property claims) against each other (the dismissal and release of patent claims pursuant to the Retained Patents License Agreements, the "**Licensee**

Settlements)⁷ (Lazard Declaration at ¶ 17.) Of the total \$527 million consideration to be paid to Kodak in the Transaction, \$433 million represents licensing fees to be paid pursuant to the Licensing Transactions. IV and the Licensees have committed to provide funding for the Sale and the Licensing Transactions pursuant to the Funding Commitment Letter, dated December 18, 2012 (the “**Funding Commitment Letter**”), a redacted version of which is attached hereto as Exhibit C, and an unredacted version of which will be filed under seal with the Court.

29. To further the successful consummation of the Transaction, the Debtors, Apple and FlashPoint have also agreed to resolve their respective claims in the Adversary Proceeding. Kodak, Apple, IV and FlashPoint have entered into the FlashPoint Settlement Agreement, whereby FlashPoint has agreed, upon consummation of the Sale, to dismiss any and all claims to the Disputed Patents and the other Assigned Patents being sold by Kodak as part of the Sale, in exchange for a payment of \$5 million by IV on behalf of Kodak, and a license from Apple and IV to FlashPoint under the Disputed Patents. Kodak and FlashPoint have also entered into the FlashPoint Supplemental Settlement Agreements whereby FlashPoint releases any and all claims against all other Kodak patents (with certain exceptions set forth therein), Kodak transfers its shares in FlashPoint, Modesmata and Hanei under the Investment Agreement, dated June 7, 2010, between Kodak and FlashPoint (the “**Investment Agreement**”), in exchange for a payment of approximately \$1.68 million and each of Kodak, FlashPoint, Modesmata and Hanei

⁷ Each Retained Patents License Agreement is a general license to all Kodak retained patents, but reflects individual business arrangements negotiated by Kodak and the relevant Licensee. As further detailed below and subject to the terms and conditions of the Retained Patents License Agreements, the Retained Patents License Agreements do not allow any Licensee to produce any printing device or related components or materials. The dismissal and release of patent claims pursuant to the Retained Patent License Agreement between FUJIFILM and Kodak is subject to the Fuji Letter Agreement, as set forth below. Pursuant to the Proposed Final Sale Order, upon consummation of the transactions contemplated by each Retained Patents License Agreement, any proofs of claim filed against any Debtor by the relevant Licensee (or any affiliate of such Licensee) party thereto also will be deemed amended to reflect the release and settlement of claims against the Debtors by such Licensee (or any affiliate of such Licensee) on the terms set forth in the applicable Retained Patents License Agreement.

release any and all claims relating to the Investment Agreement and the delivery, assignment and transfer of the FlashPoint, Modesmata and Hanei shares.⁸ (Lazard Declaration at ¶ 18.)

30. In order to resolve Apple's ownership claims in the Disputed Patents and as part of the consummation of the Sale: (a) Kodak will license to each Licensee its rights in the Disputed Patents; (b) Apple will license its rights under the Disputed Patents to each Licensee, to the extent of its ability to do so; (c) Kodak will sell the Assigned Patents subject to the licenses described in clause (a); (d) Apple and IV have entered into a separate agreement governing the ownership and allocation of the Assigned Patents between Apple and IV; and (e) the Debtors and Apple will release all infringement claims under each other's intellectual property, and will dismiss their respective claims against each other in the Adversary Proceeding and other pending litigation pursuant to the Retained Patents License Agreement between Kodak and Apple. (Lazard Declaration at ¶ 19.)

31. In addition to the foregoing, Kodak and FUJIFILM will enter into a separate agreement to resolve a number of litigation and commercial issues between the parties. Pursuant to the Fuji Letter Agreement, FUJIFILM will consent to Kodak's assumption of the Cross License Agreements, as modified to allow Kodak to assign and sublicense its rights under the Cross License Agreement, without the prior consent of FUJIFILM, on substantially the same terms as the licenses granted in the Grant-Back License Agreements.⁹ As amended pursuant to the Fuji Letter Agreement, Kodak's rights under the assumed Cross License Agreements, which

⁸ Pursuant to the Proposed Final Sale Order, upon consummation of the transactions contemplated by the FlashPoint Agreements, any proofs of claim filed against any Debtor by FlashPoint (or any of FlashPoint's affiliates) will be deemed amended to reflect the release and settlement of claims against the Debtors by FlashPoint (or any affiliate of FlashPoint) on the terms set forth in the FlashPoint Agreements.

⁹ Kodak and FUJIFILM acknowledge, pursuant to the Fuji Letter Agreement, that there are no cure costs or other costs associated with the assumption of the Cross License Agreements.

are a valuable asset to certain of the Debtors' business lines, may be assigned or sublicensed by the Debtors in accordance with the terms of the Fuji Letter Agreement, thus allowing the Debtors critical flexibility to convey their rights under the Cross License Agreements as part of a sale of those businesses, including the previously announced sale of the Debtors' Personalized Imaging business. Thus, the Fuji Letter Agreement enhances the value to the Debtors of these contemplated dispositions. (Lazard Declaration at ¶ 20.)

32. Furthermore, and in addition to the standstill and the dismissal and release of claims between Kodak and FUJIFILM pursuant to the Retained Patents License Agreements, Kodak and FUJIFILM will enter into a three-year mutual standstill of patent claims relating to Excluded Products (as defined in the Retained Patents License Agreements), including printing devices and related components and materials—the cornerstone of the Debtors' post-emergence business.¹⁰ The Fuji Letter Agreement therefore provides important additional protection to the Debtors' newly-reorganized businesses as they emerge from these chapter 11 cases. Finally, the Debtors, as part of their comprehensive agreement with FUJIFILM, will allow a certain patent claim of FUJIFILM as a general unsecured prepetition claim against the Debtors' estates in the amount of \$70 million. (Lazard Declaration at ¶ 20.)

33. The Debtors and their advisors believe that the Transaction, including the Sale of the Assigned Assets, the Licensing Transactions, the Grant-Back License Agreements, the Licensee Settlements, the Fuji Letter Agreement and the FlashPoint Agreements, provide the highest and best value for the Digital Imaging Patent Assets, and that consummation of the Transaction is in the best interests of the Debtors and their estates and creditors.

¹⁰ No amounts owed by Kodak to FUJIFILM (if any) related to patent claims subject to the standstill shall be discharged pursuant to these chapter 11 cases.

Summary of the Transaction

34. Set forth below is a summary of the principal terms of the Transaction:¹¹

A. The Sale Agreement¹²

35. As set forth below, the Sale Agreement provides that Kodak will sell and assign, and IV will (or will designate Apple, as applicable, to) purchase and assume, the Assigned Assets and Assumed Liabilities, on the following material terms:

- Assignment of Patents and Royalty Streams. The Assigned Assets to be acquired by Purchaser/Designee include (a) all of Kodak's right, title and interest throughout the world in and to the Assigned Patents and (b) solely with respect to IV, all of Kodak's right, title and interest in and to the Assigned Royalty Streams.
- Assumption of Obligations and Liabilities. The Assumed Liabilities to be assumed by Purchaser/Designee include certain liabilities and obligations subject to the Sale Agreement relating to: (a) maintenance fees and prosecution costs arising after the Closing; (b) Purchaser/Designee's ownership, enforcement or exploitation of the Assigned Assets after Closing; (c) the Bidco DC/KISS Patent License Agreements and Grant-Back License Agreements; (d) Permitted Encumbrances to the extent they represent an obligation to forebear from taking an action; (e) the agreements set forth on Schedule 1.1(i) to the Sale Agreement with respect to the Assigned Patents, to the extent such obligations can be performed only by the owner of the Assigned Patents and not including any financial or reporting obligations; and (f) certain tax obligations of Purchaser/Designee under the Sale Agreement.
- Sale Free and Clear of Claims and Interests. Purchaser/Designee is purchasing the Assigned Assets free and clear of all Claims and Interests, except for and subject to the Permitted Encumbrances and Kodak Retained Rights. A summary of the differences between the scope of Permitted Encumbrances in the Conditional Sale Order and in the Sale Agreement is set forth on Exhibit D hereto.
- SSO Commitments. Purchaser/Designee commits to respect the SSO Commitments with respect to the Assigned Patents to the extent binding upon Kodak prior to the transfer of the Assigned Patents.

¹¹ The following is intended to provide a summary of the salient terms of the Sale Agreement, the Grant-Back License Agreements, the Bidco DC/KISS Patent License Agreements, the Retained Patents License Agreements, the FlashPoint Agreements and the Fuji Letter Agreement. To the extent that any summary contained in this Motion is inconsistent with the actual terms of the agreement summarized, the actual terms of the relevant agreement shall control.

¹² Capitalized terms not otherwise defined in the summary below are to be given the meanings ascribed to them in the Sale Agreement.

- No Assumption or Assignment of Contracts under Sale Agreement. Kodak is not assuming or assigning any license agreement or other Contract pursuant to the Sale Agreement.
- Purchase Price. At the Closing, IV will pay to Kodak in cash a purchase price of \$527 million, less the License Fees, plus the Expense Adjustment Amount (such amount, the “**Closing Amount**”); provided that IV will pay \$5 million of the Closing Amount to FlashPoint on behalf of Kodak to effect the settlement contemplated by the FlashPoint Settlement Agreement.
- Expense Adjustment. The purchase price will be adjusted upward by an amount up to \$5 million to the extent IV incurs less than \$5 million of legal costs and expenses in connection with a Transaction Challenge (other than any expenses related to the HSR Act, the Exon-Florio Amendment or other similar national competition or national security laws). The purchase price will be adjusted downward by an amount up to \$5 million to the extent IV incurs more than \$5 million of such expenses.
- Deposit. IV, Apple, Microsoft and Adobe delivered to Kodak a \$10 million deposit with IV’s original bid in accordance with the Bidding Procedures. Simultaneously with the execution of the Sale Agreement and in accordance with the Clarifying Order, Kodak transferred the deposit to an escrow account. The deposit will be applied to the Closing Amount and/or License Fees, as applicable, at the Closing, or will be retained by Kodak or returned to the depositors pursuant to the terms of the Escrow Agreement.
- Exclusivity. Until the Closing Date, Kodak agrees not to, among other things: (a) solicit, participate in negotiations or discussions regarding, or execute an agreement with respect to, any Alternative Transaction; (b) seek or support the Court’s approval of a motion, objection, order or other filing inconsistent in any way with the Transaction; or (c) discuss, negotiate or consummate any transaction involving any equity interest in Kodak that would adversely affect Kodak’s ability to consummate the Transaction.
- License Agreements. Simultaneous with the Closing, but immediately prior to the sale of the Assigned Assets, Kodak shall (a) license the Assigned Patents pursuant to the applicable Bidco DC/KISS Patent License Agreements to each of the respective Licensees, and (b) license the Licensed Patents (as defined in the Retained Patents License Agreements) pursuant to the applicable Retained Patents License Agreements to each of the respective Licensees, in each case in exchange for the License Fees.
- Waiver and Release. Effective from and after the Closing, each of Kodak and Purchaser/Designee, on behalf of itself and its respective Releasors, will completely release and discharge the other Party and their respective Releasees from any obligations and liabilities, and any and all past, present or future claims, demands, actions, losses, causes of action of whatever kind, to the extent arising out of such other Party’s entry into the Sale Agreement or the consummation of the sale and purchase of the Assigned Assets in accordance with the terms of the Sale Agreement. Exceptions to the foregoing release are contained in Section 5.15 of the Sale Agreement.

- Closing Conditions. In addition to certain other customary closing conditions, the obligation of IV to close the sale is subject to, among other things: (a) the entry of the Final Sale Order; (b) the representations and warranties of Kodak being true and correct in all material respects; (c) the execution and delivery by Kodak of the Consortium Member License Agreements; and (d) the FlashPoint Settlement Agreement being in full force and effect.
- Termination. In addition to certain other termination rights, IV has the right to terminate the Sale Agreement if, among other things, (a) the Final Sale Order has not been entered within 45 days following the filing of the Supplemental Sale Motion; (b) the Closing has not occurred within 75 days following the date of the Sale Agreement; or (c) if any Reviewing Creditor (i) revokes in writing such Reviewing Creditor's statement of consent or non-objection delivered by such Reviewing Creditor to IV simultaneously with the execution of the Sale Agreement for any reason, including (without limitation) any such revocation taken by a Reviewing Creditor in accordance with the exercise of any fiduciary duty or contractual right or (ii) seeks discovery in respect of the Transaction or petitions the Court or any other court to vacate, void, reverse, enjoin, prohibit or not approve the Transaction or to amend in any material respect the terms of the Sale Agreement or any Ancillary Agreement (as defined in the Sale Agreement) for any reason, including (without limitation) any such revocation taken by a Reviewing Creditor in accordance with the exercise of any fiduciary duty or contractual right.
- Termination Expenses. If either Kodak or IV terminates the Sale Agreement because the Final Sale Order has not been entered within 45 days, and neither IV or Apple nor any Licensee is in material breach of the Sale Agreement or the Funding Commitment Letter, respectively, prior to such termination, then Kodak shall pay to IV its reasonable and documented out of pocket costs and expenses incurred in connection with the Transaction, not to exceed in the aggregate two percent of the Aggregate Transaction Value. Any reimbursement of advisor fees other than attorney fees shall not exceed \$1.2 million.
- Apple Designation. IV may designate Apple to purchase certain of the Assigned Patents, provided that IV will be obligated to purchase a substantial majority of the Assigned Patents and to pay a substantial majority of the Closing Amount. Immediately after the execution of the Sale Agreement, Apple, IV and Kodak executed the Joinder Agreement whereby Apple agreed to be bound by the terms and conditions of the Sale Agreement applicable to Apple, as IV's designee, with respect to the Assigned Patents it is purchasing.
- Recourse. Except in the case of fraud, any right to specific performance or other equitable relief, any rights under the Funding Commitment and Kodak's indemnification rights under Section 5.8 and Section 8.5 of the Sale Agreement, in no event shall: (a) IV's total liability under the Sale Agreement exceed the Closing Amount; (b) IV be liable for any breach by Apple of the Sale Agreement or any breach by a Licensee of the Funding Commitment; or (c) Apple be liable for any breach by IV under the Sale Agreement.

B. The Grant-Back License Agreements¹³

36. As a condition to the sale of the Assigned Assets, and in order to confirm and more fully effect the retention of certain licenses relating to the Assigned Assets by Kodak in connection with the Sale, IV and Apple (as applicable) will each grant a license back to Kodak under the Assigned Patents on the following material terms, such license pursuant to the Grant-Back License Agreements to constitute a Permitted Encumbrance for the purposes of the Sale Agreement:

- License Grant: IV and Apple will grant to Kodak a non-transferable (except as otherwise provided in the agreement), nonexclusive, non-sublicensable (except as otherwise provided in the agreement), worldwide, fully paid-up license under the Assigned Patents to (a) make, have made, use, import, sell, offer for sale or otherwise exploit, provide, distribute or dispose of products, (b) provide, use, offer to sell or sell services, and (c) practice and have practiced any method in connection therewith. Kodak may grant certain sublicenses to its Subsidiaries, and certain limited sublicenses to certain foreign minority-owned Subsidiaries.
- Release. Each of IV and Apple will grant to Kodak a release for any claims for patent infringement under the Assigned Patents with respect to products and services directly or indirectly made, used, imported, leased, offered for sale, sold licensed or otherwise exploited, distributed or disposed of by Kodak or its Subsidiaries prior to the effective date of the agreement as set forth in the Grant-Back License Agreements. The release will extend to the direct and indirect resellers, distributors, end users and customers of Kodak and its Subsidiaries with respect to such products and services.
- Assignment / Change of Control. Kodak may assign the agreement in certain circumstances, including as part of a restructuring. Certain assignments will result in the license narrowing to exclude certain kinds of products. If Kodak undergoes a change of control, the license will continue, but will restrict to exclude certain kinds of products if Kodak is subsequently integrated with a company that sells products and services of its own.
- Divestments. Kodak may grant limited sublicenses to certain businesses that it divests in the future. Such sublicense will be restricted to exclude certain kinds of products and services, as well as the products and services of any acquirer of such divested business, and certain combinations thereof, and only cover products and services commercially released and in development at the time of such divestment, plus the natural future

¹³ Capitalized terms not otherwise defined in the summary below are to be given the meanings ascribed to them in the Grant-Back License Agreements.

evolution of those products and services as set forth in the Grant-Back License Agreements. If such a divested business is later integrated with an operating business of its acquirer, the license would further restrict such that licensed products and services of the divested business must either be branded under a Kodak-owned brand or limited to sales within an annual revenue threshold that is subject to a compounded annual growth rate. Such divested businesses may assign or transfer their sublicenses in connection with certain businesses they divest, but upon the third such transfer or assignment, the license would further restrict to the commercially released products and services licensed thereunder at the time of such transfer or assignment, and incremental changes to such products and services.

C. The Bidco DC/KISS Patent License Agreements¹⁴

37. At the request of IV, and in part in exchange for the license fees that will be paid to Kodak by each consortium member, Kodak will, immediately prior to transferring the Assigned Assets to IV and Apple, grant to each of the consortium members a license under the Assigned Patents on the following material terms, such license pursuant to the Bidco DC/KISS Patent License Agreements to constitute a Permitted Encumbrance for the purposes of the Sale Agreement:

- License Grant: Kodak will grant to each Licensee a non-transferable (except as otherwise provided), nonexclusive, non-sublicensable (except as otherwise provided), worldwide, fully paid-up license under the Assigned Patents to: (a) make, have made, use, import, sell, offer for sale or otherwise exploit, provide, distribute or dispose of products; (b) provide, use, offer to sell or sell services; and (c) practice and have practiced any method in connection therewith. Each Licensee may grant sublicenses to its affiliates.
- Release. Kodak will grant to each Licensee a release for any claims for patent infringement under the Assigned Patents with respect to products and services directly or indirectly made, used, imported, leased, offered for sale, sold licensed or otherwise exploited, distributed or disposed of by such licensee or its affiliates prior to the effective date of the agreement. The release will extend to the direct and indirect resellers, distributors, end users and customers of each Licensee and its affiliates with respect to such products and services.
- Assignment / Change of Control. Each Licensee may assign the agreement in certain circumstances. If the Licensee undergoes a change of control, the license will continue,

¹⁴ Capitalized terms not otherwise defined in the summary below are to be given the meanings ascribed to them in the Bidco DC/KISS Patent License Agreements.

but will not extend to any of such Licensee's affiliates that were not affiliates prior to the change of control.

- Divestments. Each Licensee may grant limited sublicenses to businesses that it divests in the future. Such sublicense will be restricted to products and services commercially released prior to such divestment and new versions thereof along with those and in development at the time of such divestment, and not to the products or services of any acquirer of such divested business.

D. The Retained Patents License Agreements¹⁵

38. As part of the consideration for the license fees received from the members of the consortium, Kodak also will grant to each member of the consortium a license under the patents and patent applications Kodak is not selling in the Transaction (collectively, the "**Retained Patents**") on the following material terms:

- License Grant: Kodak will grant to each Licensee a non-transferable, nonexclusive, non-sublicensable (except as otherwise provided), worldwide, fully paid-up license under the Retained Patents to: (a) make, have made, use, import, sell, offer for sale or otherwise exploit, provide, distribute or dispose of products; (b) provide, use, offer to sell or sell services; and (c) practice and have practiced any method in connection therewith. Each Licensee may grant sublicenses to its subsidiaries.
- Excluded Products. The license under the Retained Patents does not extend to certain products and software related to printing ("**Excluded Products**").
- Release / Dismissal of Pending Claims. Kodak will grant to each Licensee, and each Licensee will grant to Kodak, a release of any and all patent (or in the case of certain Licensees, intellectual property) infringement or other violation claims one may have against the other with respect to products and services made, used, imported, leased, offered for sale, sold, licensed or otherwise exploited, distributed or disposed of prior to the effective date of each Retained Patents License Agreement. Such releases extend to each party's resellers, distributors, end users and customers with respect to such products and services. Kodak and each Licensee agree to dismiss each of their respective pending claims against the other listed on a schedule attached to each Retained Patents License Agreement.
- Defensive Termination / Limited Standstill. If a Licensee or any of its subsidiaries files certain patent infringement claims against Kodak or any of its subsidiaries, or any of Kodak's divested businesses, and such claim is not withdrawn after notice by the target

¹⁵ Capitalized terms not otherwise defined in the summary below are to be given the meanings ascribed to them in the Retained Patents License Agreements.

of such claim and dispute resolution is not elected under the Retained Patent License Agreement, the license to the Licensee will be terminated with respect to the patents owned by the target of such claim. Kodak, its divested businesses and each Licensee also each agree that they (and their respective subsidiaries) shall refrain from filing certain patent infringement suits (with certain exceptions) against each other for a period of up to two years following the effective date of the Retained Patents License Agreement, with the tolling of any damages and defenses.

- Assignment/Change of Control. Each Licensee may assign its respective Retained Patents License Agreement in certain circumstances. If the Licensee undergoes a change of control, the license will be unaffected, but will not extend to any of a Licensee's subsidiaries that were not subsidiaries prior to the change of control.
- Divestments. Each Licensee may grant limited sublicenses to businesses that it divests in the future. Such sublicense will be restricted to products and services commercially released prior to such divestment and new versions thereof along with those in development at the time of such divestment, and not to the products or services of any acquirer of such divested business.
- Variations. Certain of the Retained Patents License Agreements contain terms differing from those described above, primarily to account for the relevant Licensees' activities within the field relating to the Excluded Products, the Licensees' corporate structure, or prior dealings between Kodak and the relevant Licensee.

E. The FlashPoint Settlement Agreement¹⁶

39. Pursuant to the FlashPoint Settlement Agreement, FlashPoint will relinquish and release any and all claims with respect to the Assigned Patents and IV will pay, on behalf of Kodak, \$5 million of the proceeds of the Sale at Closing on the following terms:

- Assignment. Upon the date that the settlement payment is made (the "**Payment Date**"), FlashPoint assigns any claims to ownership, worldwide right, title and interest it had, has or may have in and to the Assigned Patents allocated to Apple (as to which Apple has made ownership claims), including the Disputed Patents, and the Assigned Patents allocated to IV, to Apple and IV respectively.
- Release. Effective as of the Payment Date, FlashPoint on behalf of itself and its successors and assigns (a) relinquishes and waives any and all claims and causes of action by or on behalf of FlashPoint with respect to the Assigned Patents and (b) releases, waives, acquits and forever discharges Apple, IV, Kodak and all licensees under the Bidco DC/KISS Patent License Agreements from any and all actions and claims related

¹⁶ Capitalized terms not otherwise defined in the summary below are to be given the meanings ascribed to them in the FlashPoint Settlement Agreement.

to the allegations in the Adversary Proceeding and/or infringement of the Assigned Patents.

- Dismissal. FlashPoint shall dismiss all claims, crossclaims, and/or counterclaims brought in the Adversary Proceeding and its motion to withdraw the reference, *Eastman Kodak Company v. Apple Inc. & FlashPoint Technology, Inc.*, Civil Case No. 12 Civ. 5047 (GBD) (S.D.N.Y.), with prejudice within two business days of the Payment Date.
- Consideration. Simultaneously with or immediately prior to the Closing of the Sale, as long as the Final Sale Order either (a) provides that the Sale Agreement and the transactions contemplated thereby (including the FlashPoint Agreements) is subject to the protection of section 363(m) of the Bankruptcy Code and no stay of such order has been entered or (b) is a final non-appealable order, IV will pay, on behalf of Kodak, to FlashPoint \$5 million from the proceeds of the Sale.
- License to FlashPoint. Upon the Payment Date, Apple and IV (subject to certain limitations) grant to FlashPoint and its affiliates under the Disputed Patents, a fully paid up, non-exclusive, non-transferable, non-assignable and limited right and license (without the right to sublicense), (a) to make, Have Made (as defined in the FlashPoint Settlement Agreement), use, sell, offer to sell, import and dispose of any and all products and services branded under a bona fide brand of FlashPoint and (b) to practice any method in connection therewith.
- Termination. The FlashPoint Settlement Agreement will terminate immediately: (a) if the Sale Agreement is terminated prior to Closing; (b) if the Final Sale Order is not approved prior to the Closing in a manner that approves the FlashPoint Agreements; or (c) upon the expiration of the last to expire of the Assigned Patents.

F. The FlashPoint Supplemental Settlement Agreements¹⁷

40. Pursuant to the Stock Transfer Agreement, FlashPoint will relinquish and release its rights under certain development agreements with Kodak and to all other patents owned by Kodak and Kodak will transfer shares of FlashPoint stock to FlashPoint, shares of Modesmata stock to Modesmata, and shares of Hanei stock to Hanei, in exchange for cash consideration on the following terms.

- Release of FlashPoint Rights. Upon the payment described below, FlashPoint will release the license rights and covenants not to sue granted by Kodak to FlashPoint

¹⁷ Capitalized terms not otherwise defined in the summary below are to be given the meanings ascribed to them in the Stock Transfer Agreement.

pursuant to certain development and license agreements between the parties, and all other claims by or on behalf of FlashPoint in connection with any rights, title or interests in or to any other patent owned by Kodak, with the exception of certain rights to Digital Software licenses, if any, granted by FlashPoint pursuant to a 1997 license agreement between the parties.

- Transfer of Shares. Upon the payment described below, Kodak shall transfer its shares in FlashPoint, Modesmata and Hanei back to each such entity. Kodak and FlashPoint will terminate the Investment Agreement pursuant to which Kodak held the shares.
- Consideration. Subsequent to the payment by IV on behalf of Kodak pursuant to the FlashPoint Settlement Agreement, and provided that the Final Sale Order either: (a) provides that the Sale Agreement and the Transaction (including the FlashPoint Agreements) are subject to the protection of section 363(m) of the Bankruptcy Code and no stay of the Final Sale Order has been entered or (b) becomes a final, non-appealable order, FlashPoint will pay to Kodak in cash \$1,682,475.60 as total compensation paid to Kodak (in addition to the releases by FlashPoint, Modesmata and Hanei) in connection with the share transfer described above and the termination of the Investment Agreement.
- Termination. The FlashPoint Supplemental Settlement Agreement will terminate immediately, along with all releases and other obligations thereunder, if either: (a) the Sale Agreement is terminated prior to Closing; or (b) the Final Sale Order is not approved prior to the Closing in a manner that approves the FlashPoint Agreements.
- Releases by Modesmata and Hanei. In addition to the Stock Transfer Agreement, Kodak has entered into Side Letter Release Agreements with each of Hanei and Modesmata, pursuant to which Kodak will with respect to each of Hanei and Modesmata, and each of Hanei and Modesmata will with respect to Kodak, relinquish, waive and release claims and causes of action by or on behalf of it or its Affiliates (by reference to the Investment Agreement) against the other relating to the delivery, assignment, and transfer of the relevant shares.

G. The Fuji Letter Agreement¹⁸

41. Pursuant to the Fuji Letter Agreement, and concurrently with the Licensing Transactions, (i) the Cross License Agreements between Kodak and FUJIFILM will be amended to allow assignment and sublicensing of Kodak's rights thereunder and will be assumed by Kodak, (ii) the proof of claim number 5841 filed by FUJIFILM in these chapter 11

¹⁸ Capitalized terms not otherwise defined in the summary below are to be given the meanings ascribed to them in the Fuji Letter Agreement.

cases will be allowed as a general unsecured prepetition claim against the Debtors' estates, and

(iii) the parties agree to a three-year standstill in the printing field, on the following terms:

- Amendments to Cross License Agreements. FUJIFILM and Kodak agree that: (a) Kodak may assign or transfer the Cross License Agreements or any or all of its rights or obligations thereunder, without consent of FUJIFILM, in connection with a Chapter 11 Restructuring (as defined in the Grant Back License Agreements) to the single legal successor to a material portion of Kodak's business, and (b) Kodak may grant sublicenses under the patents and patent applications licensed to Kodak pursuant to the Cross License Agreements (and within the same fields authorized therein) to any Spin-Out (as defined in the Grant-Back License Agreement) of Kodak subject to the same terms set forth in the Grant-Back License Agreements.
- Assumption of Cross License Agreements. Kodak will assume the Cross License Agreements, and FUJIFILM consents to such assumption and agrees that no cure costs or any other amounts are payable by Kodak in conjunction therewith, and consummation of the transactions contemplated by the Sale Agreement will not result in breach of, or default under, the Cross License Agreements.
- Stipulation. Notwithstanding the releases in the Retained Patents License Agreement, Kodak stipulates that the proof of claim number 5841 filed by FUJIFILM in these chapter 11 cases shall be allowed as a general unsecured prepetition claim in the amount of \$70 million against Kodak. FUJIFILM agrees to amend proof of claim numbers 5841, 5843 and 5845 filed by FUJIFILM in these chapter 11 cases to reflect the terms of the Fuji Letter Agreement and, as applicable, the terms of the Retained Patents License Agreement between Kodak and FUJIFILM.
- Three-Year Standstill in Printing Field. The parties agree to a three-year mutual standstill of all patent infringement claims relating to or arising from any Excluded Products (as defined in the Retained Patents License Agreements), including printing devices and related components and materials. Damages, if any, for any Patent Infringement Claim(s) filed by Kodak, FUJIFILM or their respective Subsidiaries after the Standstill Period shall begin to accrue only as of the Closing of the Transaction, and no damages shall be sought or recoverable on such claim(s) for conduct prior to the Closing. No amounts owed by Kodak to FUJIFILM (if any) related to patent claims subject to the standstill shall be (i) discharged as a result of these chapter 11 cases, whether pursuant to section 1141(d) of the Bankruptcy Code or the provisions of any plan of reorganization confirmed in these chapter 11 cases, or otherwise, or (ii) subject to, or precluded from assertion against Kodak or any of the other debtors as a result of, any claims bar date established in these chapter 11 cases.

Extraordinary Provisions

42. The Debtors request that the Proposed Final Sale Order include the following provisions, which may be considered “Extraordinary Provisions” under the Amended Guidelines for the Conduct of Asset Sales (General Order M-383) (the “**Sale Guidelines**”):¹⁹

- Successor Liability.

The Proposed Final Sale Order includes certain findings of fact and conclusions of law limiting the successor liability of the Purchaser/Designee and Licensees, including a prohibition of the assertion of Claims or Interests under any theory of successor liability. The Conditional Sale Order conditionally approved the Sale of the Assigned Assets free and clear of Claims and Interests pursuant to section 363(f) of the Bankruptcy Code. Under the laws of this Circuit, claims against assets of the estate purchased in a court-supervised sale process attach to the sale proceeds unless expressly assumed by the Purchaser/Designee. The Debtors submit that the Sale of the Assigned Assets free and clear of successor liability is an integral aspect of the Transaction, and that all parties in interest will receive adequate notice with respect to the requested relief. A copy of the Proposed Final Sale Order will be served in accordance with the notice procedures specified herein.

- Fraudulent Conveyance.

The Debtors, IV and the Licensees have agreed as part of the Transaction to include in the Proposed Final Sale Order a finding that the Transaction does not constitute a fraudulent conveyance. IV has requested such a finding, and the Debtors submit that such a finding is appropriate because the consideration to be received by the Debtors pursuant to the Sale Agreement and the Consortium Member License Agreements is fair and reasonable, and represents the highest and best offer for the Assigned Assets.

- Relief from Bankruptcy Rule 6004(h).

For the reasons discussed in the Original Sale Motion, the Debtors request relief from the 14-day stay imposed by Bankruptcy Rule 6004(h). The Debtors submit that such relief is necessary and supported by legitimate business reasons because the Debtors’ restructuring efforts will be hampered if the Transaction, including the Licensing Transactions, the Licensee Settlements, the Fuji Letter Agreement and the FlashPoint Agreements, is not promptly consummated.

¹⁹ The following list includes possible “Extraordinary Provisions,” as such term is defined in the Sale Guidelines, and is not intended to be an admission that any particular provision is unusual in the context of sales transactions of this nature. The requested relief described below relating to “Settlement of Litigation with Licensees” and “Allowance of FUJIFILM Claim” is not an “Extraordinary Provision” for the purposes of the Sale Guidelines. The Debtors believe, however, that it is appropriate to disclose this requested relief as Extraordinary Provisions.

- Settlement of Litigation with Licensees.

Paragraphs 25 and 26 of the Proposed Final Sale Order provide that, following the Closing of the Transaction, in accordance with the Retained Patents License Agreements, the Debtors and each Licensee will cause certain litigation between Kodak and the Licensees to be dismissed with prejudice, including all patent proceedings between Kodak and any Licensee (subject to the terms of the Fuji Letter Agreement). The Licensee Settlements, including the dismissal of the actions set forth in the Proposed Final Sale Order, have been agreed upon among the Debtors, IV and the Licensees as a key component of the Licensing Transactions that enhances the value of the Transaction to all parties thereto. The Debtors submit that the dismissal of this litigation therefore falls within the Court's authority under section 363 of the Bankruptcy Code to enhance the value of the Debtors' estates, and should be approved by the Court as part of the Licensee Settlements pursuant to Bankruptcy Rule 9019.

- Allowance of FUJIFILM Claim.

Paragraph 30 of the Proposed Final Sale Order provides that, following the Closing of the Transaction, pursuant to the Fuji Letter Agreement, proof of claim number 5841 filed by FUJIFILM in these chapter 11 cases, which relates to claims against Kodak for patent infringement in the action *Fujifilm Corp. v. Eastman Kodak Company*, Case No. 11-CV-7247 in the United States District Court for the Southern District of New York (which action will be dismissed pursuant to the Retained Patents License Agreement between Kodak and FUJIFILM), will be allowed as a general unsecured prepetition claim against Kodak in the amount of \$70 million. As further detailed below, the allowance of this stipulated claim is key to an integrated settlement between Kodak and FUJIFILM that will secure clear benefits for the Debtors, including assignment and sublicensing rights under the Cross License Agreements, and protection for the Debtors' post-emergence printing businesses under a standstill of patent infringement claims. The Debtors therefore submit that the allowance of the FUJIFILM claim pursuant to the Transaction is part of a fair and equitable settlement, is in the best interests of the Debtors and their estates, and should be approved by the Court pursuant to section 502 of the Bankruptcy Code and Bankruptcy Rule 9019.

Objections

43. The Debtors propose that the deadline for objecting to the relief proposed to be granted by the Proposed Final Sale Order shall be **4:00 p.m. (Eastern Time) on January 4, 2013** (the "**Final Sale Objection Deadline**").

44. Objections to the relief requested herein 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, the Conditional Sale Order and the Amended Case Management Procedures (the “**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 in accordance with the Case Management Procedures so as to be received on or before the Final Sale Objection Deadline.

Jurisdiction

45. 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 and 1409. 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, 502, 503 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004(h), 9007, 9014, 9018 and 9019 and rule 9013-1(a) of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”).

Relief Requested

46. In addition to the relief requested in the Original Sale Motion, by this Supplemental Motion, the Debtors seek entry of the Proposed Final Sale Order authorizing the Sale, the Licensing Transactions, the Debtors’ entry into the FlashPoint Agreements and the Fuji Letter Agreement and such other and further relief as is just and proper.

Basis for Relief

47. The discussion in this section specifically addresses additional relief requested by the Debtors that was not contemplated at the time of the Original Sale Motion and consequently was not addressed in the Conditional Sale Order. The additional requested relief is both necessary and integral to the Sale of the Digital Imaging Patent Assets previously approved by the Court in the Conditional Sale Order. Specifically, the Licensing Transactions, the FlashPoint Agreements and the Fuji Letter Agreement have been negotiated as elements of the

Transaction and allow the Debtors to dispose of the Assigned Assets for the highest and best value to their estates.

A. Authorization for the Debtors to Enter into One or More Sale Agreements for the Sale of Assets Free and Clear of Liens and Other Interests Has Been Granted in the Conditional Sale Order

48. By entry of the Conditional Sale Order, the Court authorized the Debtors to enter into one or more agreements with the Successful Bidders relating the sale of all or any portion of the Digital Imaging Patent Assets and provide, in a manner consistent with the Bidding Procedures, any such bid protections to the Successful Bidders as the Debtors determine would benefit their estates, subject to each Reviewing Creditor's rights under the Bidding Procedures. The Court further authorized the Debtors to sell all or any portion of the Digital Imaging Patent Assets in compliance with, and subject to the terms of the Conditional Sale Order and the Bidding Procedures, and subject to the Court's entry of the Proposed Final Sale Order.

49. Under the Conditional Sale Order, the Debtors are authorized to sell all or any portion the Digital Imaging Patent Assets free and clear of all Claims and Interests, subject to the permitted encumbrances specified in the Conditional Sale Order and provided that the Debtors adequately protect Apple's and FlashPoint's claims to the Disputed Patents. Although the Permitted Encumbrances, as defined in the Sale Agreement, differ from the Conditional Sale Order as described above, the Debtors submit that the Permitted Encumbrances specified in the Sale Agreement satisfy the requirements of section 363(f) of the Bankruptcy Code and on the whole are consistent with the Conditional Sale Order.

B. Approval of the Licensing of the Debtors' Retained Patents and Assigned Patents Is Justified by Good and Sound Business Reasons and Is in the Best Interests of the Debtors' Estates and Creditors

50. The use, sale or lease 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, that “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 transaction for the use, sale or lease 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.); *In re General Motors Corp.*, 407 B.R. 463, 489 (Bankr. S.D.N.Y. 2009) (restating the rule that “a judge determining a [section] 363(b) application [must] expressly find from the evidence presented before him at the hearing a good business reason to grant such an application”); *Comm. Of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1066-1070 (2d Cir. 1983) (the court must be presented with “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”).

51. Furthermore, in administering the sale of a debtor’s assets, a bankruptcy court must necessarily have “broad discretion and flexibility . . . to enhance the value of the estates before it.” *Consumer News and Bus. Channel P’ship v. Fin. News Network, Inc. (In re Fin. News Network, Inc.)*, 980 F.2d 165, 169 (2d Cir. 1992). To further the purposes of reorganization, bankruptcy judges must have “substantial freedom to tailor orders to meet differing circumstances,” subject to the requirement that good business reasons justify the court’s decision. *In re Lionel Corp.*, 722 F.2d at 1069.

52. The Debtors have good business reasons for entering into the Licensing Transactions, which represent a major component of the proceeds to be received by the Debtors

from the Transaction and are highly significant in and of themselves to the success of the Debtors' restructuring efforts. Beyond their economic value, the Licensing Transactions are integral to the proposed Transaction and cannot be separated from the Sale of the Assigned Assets. Although the Licensees indicated that they were not interested in purchasing the Assigned Assets, they are willing to contribute substantial value to the Debtors' estates in return for licenses to the DC and KISS Portfolios. The Licensing Transactions maximize the value of the overall Transaction because the fees received from the Licensing Transactions augment the proceeds received by the Debtors from the Sale alone. As indicated by the amount of the licensing fees to be paid under the Consortium Member License Agreements, the Licensees place great value on such licenses.

53. The Licensing Transactions are the product of good faith, arm's-length negotiations. For the Licensees, all of whom are major technology businesses and present or potential competitors with Kodak in one or more technological fields, and some of whom are Kodak's adversaries in patent litigation, the assurances offered by the Consortium Member License Agreements mitigate the risk of infringement claims arising under the Assigned Assets. By entering into the Retained Patents License Agreements with Kodak, each of the Licensees gains protection from litigation relating to the vast patent portfolio that will remain Kodak's property after the Sale. In addition, pursuant to the Retained Patents License Agreement between each Licensee and Kodak, Kodak and each Licensee will each dismiss pending claims against the other, including the Adversary Proceeding. Consequently, these Licensing Transactions are an essential part of the Sale. Licensing fees under the Consortium Member License Agreements represent a significant part of the proceeds to Kodak from the Transaction, and the dismissal of Apple's claims allows the Debtors to proceed with their restructuring

without the need to pursue further litigation against Apple. The Debtors have reached a critical juncture, as they pursue the repayment of the DIP Facility and plan for emergence from these chapter 11 cases. It is the Debtors' business judgment that the proceeds from the Sale and Licensing Transactions are a crucial source of funding for their business plans for emergence and post-emergence from chapter 11.

54. The Licensing Transactions enable the Debtors to maximize the consideration received for the Assigned Assets and to complete the Sale of the Assigned Assets, and are therefore in the best interests of the Debtors, their estates and creditors and all other parties in interest. Due to the central importance of the Licensing Transactions to the Sale and its successful consummation, and therefore to the Debtors' chapter 11 cases, the Debtors respectfully submit that the Licensing Transactions are supported by good and sound business reasons, and should be approved by the Court.

C. The FlashPoint Agreements, the Licensee Settlements Pursuant to the Retained Patents License Agreements and the Fuji Letter Agreement Are Fair and Equitable and Their Approval Is in the Best Interests of the Debtors' Estates and Creditors

55. Bankruptcy Rule 9019(a) grants the bankruptcy court authority to approve a compromise or settlement of disputes. Approval of settlements in a bankruptcy proceeding is committed to the sound discretion of the bankruptcy court. *Anaconda-Ericsson Inc. v. Hessen (In re Teltronics Services, Inc.)*, 762 F.2d 185, 189 (2d Cir. 1985). A compromise or settlement may only be approved, however, if it is "fair and equitable". *Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424 (1968). In determining whether a settlement is fair and equitable, the courts in this Circuit consider multiple interrelated factors, including: the balance between the litigation's possibility of success and the settlement's future benefits; the likelihood of complex and protracted litigation, with its attendant expense, inconvenience, and delay; the interests of creditors, including the relative benefits to each

affected class and the degree to which creditors support or do not object to the proposed settlement; whether other parties in interest support the settlement; and the extent to which the settlement is the product of arm's-length bargaining. *Motorola, Inc. v. Official Comm. of Unsecured Creditors (In re Iridium Operating LLC)*, 478 F.3d 452, 462 (2d Cir. 2007). In conducting this evaluation, the court's responsibility is not to decide all related questions of law and fact, but rather to "canvass the issues" and determine whether the settlement "falls below the lowest point in the range of reasonableness." *In re Teltronics Services, Inc.*, 762 F.2d at 189; *In re WorldCom, Inc.*, 347 B.R. 123, 137 (Bankr. S.D.N.Y. 2006) (the court need not "conduct a mini trial" as to the fairness of the settlement, and the objections of parties may be considered but are not controlling).

56. The Debtors submit that the proposed FlashPoint settlement, along with the dismissal and release of all of Apple's intellectual property claims pursuant to the Retained Patents License Agreement between Kodak and Apple, and the other Licensee Settlements pursuant to the Retained Patents License Agreements, is necessary to the Sale of the Assigned Assets and provides other clear future benefits to the Debtors' estates, creditors and other constituents. Resolution of the FlashPoint dispute is a condition to Purchaser/Designee's purchase of the Assigned Assets pursuant to the Sale Agreement, while Kodak, IV and the Licensees have agreed that the Licensee Settlements make up an integral part of the Transaction and are an important condition for its consummation.

57. By resolving the Apple and FlashPoint litigation, the FlashPoint Settlement Agreement and the Retained Patents License Agreements allow the Debtors to eliminate an impediment to the progress of these chapter 11 cases in general while maximizing the value of the Transaction. For these reasons, the Debtors believe that the cost of settlement,

which involves the release of the Debtors' claims against Apple and FlashPoint and a payment to FlashPoint that is a small percentage of the total value of the Transaction, is far outweighed by the benefits to their estates and their creditors.

58. Furthermore, under the Conditional Sale Order, the Debtors' authority to sell the Disputed Patents free and clear of Apple's and FlashPoint's interests under section 363(f) of the Bankruptcy Code is subject to the Debtors giving adequate protection to such interests to the extent required under section 363(e) of the Bankruptcy Code. The FlashPoint Agreements and the relevant terms of the Retained Patents License Agreement between Kodak and Apple were negotiated at arms' length, and the Debtors, FlashPoint and Apple agree that these settlements constitute adequate protection under section 363(e) of the Bankruptcy Code.

59. As part of the settlement with FlashPoint, pursuant to the FlashPoint Supplemental Settlement Agreements, FlashPoint agrees to accelerate Kodak's option under the Investment Agreement to put Kodak's shares in FlashPoint, Modesmata and Hanei at a price of approximately \$1.68 million, and further agrees to release any and all claims in Kodak's other patents (with certain exceptions for Digita software licenses) and release any claims under the Investment Agreement.

60. In addition to eliminating FlashPoint's and Apple's claims and resolving the Adversary Proceeding as discussed above, the Licensee Settlements pursuant to the Retained Patents License Agreements will resolve all patent proceedings between Kodak and the Licensees (subject to the terms of the Fuji Letter Agreement). The dismissal of all claims in connection with all patent proceedings between Kodak and any of the Licensees, and the release of all infringement claims between Kodak and the Licensees, will relieve the Debtors of the post-emergence burden of litigating numerous patent claims against the Licensees, thus enabling them

to attend fully to the development of their reorganized businesses. A Transaction that did not include the Licensee Settlements would not have allowed the Debtors to obtain the highest or best value for the Digital Imaging Patent Assets. Equally important, under the Licensee Settlements, the Debtors will retain all rights to enforce their retained patents with respect to the manufacture of printing devices and related components and materials—the centerpiece of the Debtors’ reorganized business operations. Thus, the Licensee Settlements both maximize the benefit of the Transaction to the Debtors’ estates and give the Debtors a powerful tool for the defense of their post-chapter 11 businesses.

61. The Fuji Letter Agreement, including the allowance of a general unsecured prepetition claim against Kodak, the assumption of the amended Cross License Agreements, and the standstill between Kodak and FUJIFILM, benefits the Debtors’ estates not only as part of a settlement resolving complex litigation between the parties, but also by securing under the assumed Cross License Agreements Kodak’s right to assign or transfer its rights under the Cross License Agreements in these chapter 11 cases, and to sublicense all patents and patent applications licensed to Kodak under the Cross License Agreements to Spin-Outs (as defined in the Grant-Back License Agreements). By allowing Kodak to transfer and/or sublicense its rights under the Cross License Agreements on similar terms to the Grant-Back License Agreements as part of these chapter 11 cases, the Fuji Letter Agreement provides the Debtors with valuable flexibility for the sale of any business that relies on those rights, thus enhancing the value of such a sale to the Debtors’ estates.

62. In particular, the settlement between Kodak and FUJIFILM facilitates Kodak's previously announced sale of its Personalized Imaging business. Kodak’s patent licenses pursuant to the Cross License Agreements are an important intellectual property asset of

the Personalized Imaging business, and the Debtors' ability to convey rights to this asset in the context of a sale will considerably enhance the potential value of the Personalized Imaging business to prospective bidders, and therefore to the Debtors' estates and creditors. FUJIFILM's express consent to Kodak's assumption of the Cross License Agreements, along with FUJIFILM's agreement to amend the Cross License Agreements to permit subsequent assignments by Kodak without FUJIFILM's prior consent (which consent may have been required under section 365(c)(1) of the Bankruptcy Code), will allow the Debtors to maximize the value of the Personalized Imaging business for the Debtors' estates.

63. Furthermore, the Fuji Letter Agreement provides for a three-year mutual standstill of all patent infringement claims relating to or arising from any Excluded Products (as defined in the Retained Patents License Agreements), including printing devices and related components and materials. These protections will benefit the Debtors' reorganized businesses during their crucial post-emergence development. Thus, the Debtors submit that the allowance of a general unsecured prepetition claim of \$70 million, and the Debtors' waiver of the discharge, pursuant to section 1141(d) of the Bankruptcy Code or otherwise as a result of these chapter 11 cases, of any damages accruing under the Excluded Products standstill, as set forth in the Fuji Letter Agreement, are reasonable in the context of the Transaction as a whole, and are part of a fair and equitable compromise between the parties in light of the clear benefits described above.

64. The FlashPoint Agreements, the Licensee Settlements and the Fuji Letter Agreement are a reasonable part of a larger and valuable Transaction that allows the Debtors to obtain the highest and best possible value for the Assigned Assets. The primary aim of any proposed sale of property of a debtor's estate is to maximize benefits to the debtor's estate.

Given that the monetization of the Digital Imaging Patent Assets is key to the Debtors' successful reorganization, and given the importance of settlements with FlashPoint, FUJIFILM and the Licensees to the Transaction as a whole and to the Debtors' emergence from these chapter 11 cases, the terms of the FlashPoint Agreements, the Licensee Settlements and the Fuji Letter Agreement are well within the "range of reasonableness" under the circumstances. The support (or lack of objection) of the Reviewing Creditors for the Transaction, including the FlashPoint Agreements, the Licensee Settlements and the Fuji Letter Agreement, further demonstrates that the Flashpoint Agreements are a reasonable resolution of FlashPoint's claims, that the Licensee Settlements are a reasonable resolution of the relevant claims between Kodak and the Licensees, and that the Fuji Letter Agreement is a reasonable resolution of FUJIFILM's claims.

65. The Debtors respectfully submit that the FlashPoint Agreements, the Licensee Settlements and the Fuji Letter Agreement enable the Debtors to maximize the value of the Assigned Assets, are fair and equitable settlements for the Debtors' estates, and should therefore be approved by the Court pursuant to Bankruptcy Rule 9019.

D. Assumption of the Cross License Agreements Pursuant to the Fuji Letter Agreement Is a Proper Exercise of the Debtors' Business Judgment, and Is Allowed Under Sections 365(a), 365(b) and 365(c)(1) of the Bankruptcy Code.

- i. *Assumption of the Cross License Agreements Is a Proper Exercise of the Debtors' Business Judgment.*

66. Assumption of the Cross License Agreements pursuant to the Fuji Letter Agreement is a sound exercise of the Debtors' business judgment under section 365(a) of the Bankruptcy Code. Section 365(a) provides that a debtor, "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). "The purpose behind allowing the assumption or rejection of executory contracts is to permit the

trustee or debtor-in-possession to use valuable property of the estate and to ‘renounce title to and abandon burdensome property.’” *In re Orion Pictures Corp.*, 4 F.3d 1095, 1098 (2d Cir. 1993) (internal citations omitted).

67. In reviewing a debtor’s decision to assume or reject an executory contract, courts apply the business judgment standard of review. *See, e.g., In re Orion*, 4 F.3d at 1099 (noting that “a bankruptcy court reviewing a trustee’s or debtor-in-possession’s decision to assume or reject an executory contract should examine a contract and the surrounding circumstances and apply its best ‘business judgment’ to determine if it would be beneficial or burdensome to the estate to assume it”). The business judgment rule is “a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.” *In re Integrated Res., Inc.*, 147 B.R. 650, 656 (Bankr. S.D.N.Y. 1992) (citations and internal quotation marks omitted). In addition, “[c]ourts are loath to interfere with corporate decisions absent a showing of bad faith, self-interest, or gross negligence.” *Id.* (citation omitted). “Where the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct.” *In re Johns-Manville Corp.*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986).

68. As detailed above, the assumption of the Cross License Agreements is one important part of a settlement of multiple litigable issues between Kodak and FUJIFILM pursuant to the Fuji Letter Agreement and the Retained Patents License Agreement between Kodak and FUJIFILM. Kodak’s covenant to assume, rather than reject, the Cross License Agreements, gives important assurance to FUJIFILM that FUJIFILM will retain all rights granted to it by Kodak pursuant to the Cross License Agreements. This assurance is a significant

part of the consideration provided by Kodak under the terms of the Fuji Letter Agreement, and therefore underlies the benefits provided to the Debtors' estates by the settlement between Kodak and FUJIFILM as a part of the Transaction, including the modification of the Cross License Agreements. The Debtors' decision to assume the amended Cross License Agreements has been informed by these significant benefits, and recognizes that such assumption allows the Debtors to maximize the value of the Transaction to their estates and creditors.

69. Accordingly, the Debtors respectfully submit that the assumption of the Cross License Agreements constitutes a sound exercise of the Debtors' business judgment, is in the best interests of the Debtors' estates and creditors, and should therefore be approved by the Court.

- ii. *Assumption of the Cross License Agreements Is Allowed Under Section 365(b) of the Bankruptcy Code.*

70. Kodak and FUJIFILM both acknowledge that there has been no default under the Cross License Agreements that would require a cure or adequate assurance thereof, and acknowledge that there are no cure costs or other costs associated with the assumption of the Cross License Agreements. The requirement of section 365(b) of the Bankruptcy Code is therefore satisfied with respect to the assumption of the Cross License Agreements.

- iii. *Assumption of the Cross License Agreements Is, and Assignment of the Assumed Cross License Agreements Will Be, Allowed Under Section 365(c)(1) of the Bankruptcy Code.*

71. Assumption of the Cross License Agreements by Kodak is allowed under Section 365(c)(1) of the Bankruptcy Code. Section 365(c)(1) provides, in relevant part:

The trustee may not assume or assign any executory contract . . . of the debtor . . . if (1)(A) applicable law excuses a party, other than the debtor, to such contract or lease from accepting performance from or rendering performance to an entity other than the debtor . . . whether or not such contract or lease prohibits or restricts assignment of rights or delegation of

duties; and (B) such party does not consent to such assumption or assignment.

72. Pursuant to the Fuji Letter Agreement, FUJIFILM, as licensor under the Cross License Agreements, expressly consents to Kodak's assumption of the Cross License Agreements, as amended in accordance with the Fuji Letter Agreement.

73. In addition, pursuant to the Fuji Letter Agreement, FUJIFILM expressly consents to the assignment of the Cross License Agreements in accordance with the terms thereof, as amended. Kodak's assumption of the amended Cross License Agreements pursuant to the Transaction, and any assignment by Kodak of the assumed Cross License Agreements in accordance with the amended terms thereof, are therefore allowed under section 365(c)(1) of the Bankruptcy Code.

E. IV, FUJIFILM, the Licensees and FlashPoint Have Entered into the Transaction in Good Faith and Should be Granted the Full Protection of Bankruptcy Code Section 363(m)

74. 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. Section 363(m) "affords 'finality to judgments 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”).

75. The Second Circuit has indicated that a party would typically have to show fraud or collusion between the buyer and the debtor in possession or trustee or other bidders in order to demonstrate a lack of good faith. *See Kabro Assocs. of West Islip, LLC v. Colony Hill Assocs. (In re Colony Hill Assocs.)*, 111 F.3d 269, 276 (2d Cir. 1997) (“[t]ypically, the misconduct that would destroy a [buyer]’s good faith status at a judicial sale involves fraud, collusion between the [buyer] and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders”); *see also In re Angelika Films 57th, Inc.*, Nos. 97 Civ. 2239 (MBM), 97 Civ. 2241 (MBM), 1997 WL 283412, at *7 (S.D.N.Y. May 29, 1997) holding that purchaser’s status as an insider was not *per se* bad faith).

76. The Second Circuit has also held that section 363(m) not only protects an actual transfer of assets, but also extends to “integral” aspects of the sale transaction, as approved in the bankruptcy court’s sale order. *In re Westpoint Stevens, Inc.*, 600 F.3d 231, 248–49 (2d Cir. 2010) (holding that section 363(m) bars challenges to an unstayed sale order in its entirety, “not just the actual sale transaction,” and recognizing that “[a] narrow exception may lie for challenges [to a sale order] that are so divorced from the overall transaction that the challenged provision would have affected none of the considerations on which the purchaser relied.”) *See also Cinicola v. Scharffenberger*, 248 F.3d 110, 126 (3rd Cir. 2001) (section 363(m) mootness applies to the assumption and assignment of physicians’ contracts as part of the sale of a hospital and other health care assets, these elements of the transaction being “inextricably intertwined”); *Boeing Co. v. Kaiser Aircraft Indus. Inc. (In re Ala. Aircraft Indus. Inc.)*, 464 B.R. 120, 124 (D.

Del. 2012) (extending 363(m) protection to the creation of a litigation trust, where creation of the trust was a “transaction[] integral to a sale”).

77. As detailed above, the Sale Agreement, the Consortium Member License Agreements, the Licensee Settlements, the FlashPoint Agreements and the Fuji Letter Agreement are all integral parts of the Transaction. The Consortium Member License Agreements and FlashPoint Agreements enable IV and the Licensees to fully realize the intended benefit of the Transaction and allow the Debtors to maximize the value of the Digital Imaging Patent Assets, and therefore the relevant parties’ entry into the Consortium Member License Agreements and the FlashPoint Agreements is expressly provided for in the Sale Agreement. The Debtors submit that the Consortium Member License Agreements, the FlashPoint Agreements and the Fuji Letter Agreement relate to key considerations on which IV and the Licensees have relied in entering into the Transaction, constitute integral elements of the Transaction, and therefore fall within the scope of section 363(m) of the Bankruptcy Code.

78. Purchaser/Designee is purchasing the Assigned Assets, and the Licensees are entering into the Consortium Member Licensing Agreements, for value and pursuant to the Bidding Procedures. Kodak, IV, FUJIFILM, the Licensees and FlashPoint have invested significant time, effort and resources in the arm’s-length negotiation of the Transaction. Throughout the sale process, Kodak, IV, FUJIFILM, the Licensees and FlashPoint have acted in “good faith” within the meaning of section 363(m) of the Bankruptcy Code, and are therefore entitled to the protections set forth in that section.

F. The Sale Agreement, the Consortium Member License Agreements, the FlashPoint Agreements and the Fuji Letter Agreement Are Not the Subject of Collusive Bidding Under Bankruptcy Code Section 363(n)

79. Section 363(n) has been applied by courts in this district and elsewhere not only to sales of an assets, but to related agreements, including license agreements, that are

integrated with a sale as part of a single transaction. *See In re Borders, Inc.*, Case No. 11-10614 (MG), 2011 WL 5520261 at *4 (Bankr. S.D.N.Y. Sept. 27, 2011); *see also In re Nortel Networks Inc.*, Case No. 09–10138 (KG), 2011 WL 4831218 at *6, *12 (Bankr. D.Del. July 11, 2011).

80. The Debtors believe that the Sale Agreement, the Consortium Member Licensing Agreements, the FlashPoint Agreements, the Fuji Letter Agreement and the other Ancillary Agreements are not the result of collusion and that there are no indicia of bad faith between bidders. Each of the agreements was negotiated in good faith and from arm's-length bargaining positions, and were entered into by the parties thereto without collusion. There was no indication of an attempt to take unfair advantage of other bidders at any point during the sale process. In fact, the Debtors authorized and encouraged IV on more than one occasion, in each case with the knowledge of the Reviewing Creditors, to expand its consortium in order to maximize the value of the Transaction.

81. Additionally, the Debtors believe that consideration provided under the Sale Agreement for the Sale and Licensing Transactions has not been and will not be controlled by an agreement with any bidder, including other potential bidders or any Qualified Bidder at the Auction. Indeed, as described above, the Debtors played an integral role in facilitating the creation of the IV Consortium in furtherance of their efforts to maximize the value of the Transaction. Moreover, the rights of the Reviewing Creditors under the Bidding Procedures prevent the Debtors, the Purchaser/Designee and the Licensees from engaging in conduct that would tend to hinder, delay or defraud creditors or that impose costs and damages under section 363(n) of the Bankruptcy Code. None of the Purchaser/Designee or the Licensees are "affiliates" or "insiders" of any of the Debtors, as those terms are defined in sections 101(2) and 101(31) of the Bankruptcy Code, respectively. Accordingly, the Debtors, IV and the Licensees

request that the Court make a finding at the Final Sale Hearing that the Sale Agreement and the Consortium Member Licensing Agreements are not the subject of collusive bidding under section 363(n) of the Bankruptcy Code and that the Debtors, IV and the Licensees have not engaged in any conduct that would cause or permit the Sale Agreement, the Consortium Member License Agreements, or any of the transactions contemplated thereby to be avoided, or that would result in the imposition of costs or damages under section 363(n) of the Bankruptcy Code.

G. The Sale Agreement Protects the Rights of Counterparties to the Scheduled Agreements

82. Kodak is a party to a number of existing agreements pursuant to which Kodak has granted licenses and other rights with respect to the Assigned Patents. Many of the parties to these agreements raised objections at the Conditional Sale Hearing, and the Debtors worked with these counterparties to ensure the protection of their rights as part of the Sale in accordance with the terms of the Conditional Sale Order. After lengthy negotiations with IV on this aspect of the Transaction, the Debtors and IV agreed that IV would purchase the Assigned Patents subject to: (a) any rights of any party to a Rejected Agreement (as defined in the Sale 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 counterparty under a Scheduled Agreement (as defined in the Sale Agreement) in respect of any Assigned Patent (including any rights of a counter-party under a Scheduled Agreement in respect of any Assigned Patent that are binding on an assignee of an Assigned Patent as a matter of applicable non-bankruptcy Law), in each case, (i) solely to the extent such releases, licenses, immunities, covenants not to assert and similar rights of a counterparty exist as of Closing or are provided for in a Scheduled Agreement as of Closing, and (ii) where such Scheduled Agreement is not rejected by Kodak; and (c)

licenses, releases, covenants and rights of any counterparty under the agreements set forth on Schedule 1.1(i) of the Sale Agreement in respect of the Assigned Patents.

83. The Debtors submit that the rights of each counterparty to a Scheduled Agreement are fully protected as part of the Sale because: (a) if the Debtors elect to assume a Scheduled Agreement, the Debtors must satisfy the requirements of assumption, including curing material breaches and demonstrating adequate assurance of future performance and (b) if the Debtors cannot satisfy such requirements and/or determine to reject the Scheduled Agreement, the relevant counterparty's rights under section 365(n) of the Bankruptcy Code will be fully protected under the Sale Agreement.

H. Notice of the Proposed Transaction and the Proposed Dates for the Objection Deadline and the Final Sale Hearing Are Reasonable Under the Circumstances

84. Under the Conditional Sale Order, the Debtors are required to serve notice of the Final Sale Hearing, together with the Proposed Final Sale Order and a copy of the agreements relating to the Sale of the Digital Imaging Patent Assets, upon the Sale Notice Parties in accordance with the Case Management Procedures.

85. Bankruptcy Rules 2002 and 9019 and the Case Management Procedures also require the Debtors to give notice of any hearing on approval of a compromise or settlement of a controversy (other than approval of an agreement pursuant to Bankruptcy Rule 4001(d)), including a disclosure of the date of the hearing to consider the proposed use, sale or lease of property or the proposed settlement, and the filing deadline for any related objections. The Debtors submit that notice of this Supplemental Motion to the parties indicated below fully complies with Bankruptcy Rules 2002 and 9019, the Conditional Sale Order and the Case Management Procedures, as applicable, and includes information sufficient to inform such parties of the Final Sale Hearing and Final Sale Objection Deadline.

86. The Debtors further submit that the date for the Final Sale Objection Deadline is reasonable and appropriate under the circumstances and that no other notice beyond that described above is required in connection with the Licensing Transactions, the Licensee Settlements, the FlashPoint Agreements, the Fuji Letter Agreement, the Sale of the Digital Imaging Patent Assets or the Transaction.

Filing of Documents Under Seal

87. Section 107(b) of the Bankruptcy Code provides bankruptcy courts with the power to issue orders that will protect entities from any harm that could result from the disclosure of certain confidential information. Bankruptcy Rule 9018 details the procedures by which a party may move for relief under section 107(b) of the Bankruptcy Code, and provides that “[o]n motion, or on its own initiative, with or without notice, the court may make any order which justice requires . . . to protect the estate or any entity in respect of a trade secret or other confidential research, development, or commercial information” Fed. R. Bankr. P. 9018. In the Conditional Sale Order, the Court has authorized the filing under seal of any Bidder Confidential Information (as defined in the Bidding Procedures) contained in any pleading or other document filed with the Court, pursuant to the Bidding Procedures.

88. The Debtors believe it is necessary and appropriate that the Court allow the Debtors to file redacted versions of the Sale Agreement and the Funding Commitment Letter, and allow the Consortium Member License Agreements, the Grant-Back License Agreements, the FlashPoint Agreements and the Fuji Letter Agreement to be filed under seal. These executed agreements contain sensitive commercial information regarding the businesses of the Debtors, IV, the Licensees, FlashPoint and the other parties thereto. Redacting such information is necessary because disclosure of this information would harm the parties by giving competitors access to this highly confidential and proprietary information. The redaction of the Sale

Agreement and the Funding Commitment Letter, and the filing of the Consortium Member License Agreements, the Grant-Back License Agreements, the FlashPoint Agreements and the Fuji Letter Agreement under seal, is in the best interests of the Debtors and their estates, creditors and interest holders and all other parties in interest. Unredacted versions of the Sale Agreement and the Funding Commitment Letter will be filed with the Court under seal.

Notice

89. Notice of this Supplemental Motion and the deadline for objecting to the relief requested herein, together with the Proposed Final Sale Order and redacted versions of the Sale Agreement and the Funding Commitment Letter, shall be provided to: (i) the United States Trustee for the Southern District of New York; (ii) Milbank, Tweed, Hadley & McCloy LLP and Togut, Segal & Segal LLP, co-counsel to the Creditors' Committee; (iii) Arent Fox LLP and Haskell Slaughter Young & Rediker, LLC, co-counsel for the Official Committee of Retired Employees of the Debtors; (iv) Shearman & Sterling LLP, counsel to IV and counsel to the agent under the prepetition revolving credit facility; (v) U.S. Bank, National Association, as indenture trustee; (vi) Wilmington Trust, National Association, as indenture trustee; (vii) the Securities and Exchange Commission; (viii) attorneys general for all states in which the Assigned Assets are located, the Securities and Exchange Commission, the Internal Revenue Service, all applicable federal and state taxing authorities, the Environmental Protection Agency, and the Department of Labor; (ix) Davis Polk & Wardwell LLP, counsel to the DIP Agent; (x) Akin Gump Strauss Hauer & Feld LLP, counsel to the Second Lien Noteholders Committee; (xi) all parties requesting notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002; (xii) all entities reasonably known by the Debtors to have expressed an interest in a transaction with respect to the Assigned Assets since July 2011; (xiii) all SSOs and 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 Sale Agreement, including all parties to the Scheduled Agreements; and (xiv) entities reasonably known by the Debtors to have asserted any Claim or Interest in the Assigned Assets.

90. In addition, promptly after filing this Supplemental Motion, the Debtors will publish notice of the Final Sale Hearing, this Supplemental Motion, the selection of IV as the Successful Bidder, and the deadline for objecting to the relief requested herein, in *The Wall Street Journal* (National Edition and Asia Edition) and *The Financial Times* (Worldwide Edition), in the form attached hereto as Exhibit E.

91. The Debtors respectfully submit that the foregoing notice procedures are reasonable and appropriate and that further notice of this Supplemental Motion and the Final Sale Hearing is neither required nor necessary.

No Prior Request

92. Other than the Original Sale Motion, 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: December 19, 2012
New York, New York

/s/ Andrew G. Dietderich

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*Counsel to the Debtors and Debtors in
Possession*

to the Debtors' Motion for Orders (I) (A) Conditionally Authorizing the Sale of Patent Assets Free and Clear of Claims and Interests, (B) Establishing a Competitive Bidding Process and (C) Approving the Notice Procedures and (II) Authorizing the Sale of Patent Assets Free and Clear of Claims and Interests, dated June 11, 2012 [Docket No. 1361] (the "**Original Sale Motion**") and, together with the Supplemental Motion, the "**Motion**"),² consistent with the Court's order of July 5, 2012 [Docket No. 1590]. The undersigned counsel will present the Motion to the Honorable Allan L. Gropper, Bankruptcy Judge of the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), at One Bowling Green, New York, New York 10004, at a hearing to be held on **January 11, 2013 at 10:00 a.m. (ET)** (the "**Final Sale Hearing**").

PLEASE TAKE FURTHER NOTICE that responses or objections, if any, to the relief requested in the Motion must be filed electronically with the Court on the docket of *In re Eastman Kodak Company*, Case No. 12-10202 (ALG), pursuant to the Court's General Order M-399 (available at <http://www.nysb.uscourts.gov/orders/m399.pdf>), by registered users of the 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 Court and the United States Trustee, 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, NY 10004; (b) the Debtors and Sullivan & Cromwell LLP (Attn: Andrew G. Dietderich, Michael H. Torkin and Jill C. Gadwood), counsel to the Debtors; (c) Milbank, Tweed, Hadley & McCloy LLP (Attn: Dennis F. Dunne, Tyson M.

² All capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Motion.

Lomazow and Brian Kinney), counsel to the Official Committee of Unsecured Creditors; (d) Arent Fox LLP (Attn: Andrew I. Silfen, Beth M. Brownstein and Carol Connor Cohen), counsel to the Official Committee of Retired Employees of the Debtors; (e) Davis Polk & Wardwell LLP (Attn: Brian M. Resnick), counsel to Citicorp North America, Inc., as agent for the Debtors' postpetition secured lenders; (f) Akin Gump Strauss Hauer & Feld LLP (Attn: Michael S. Stamer, David Botter, Abid Qureshi, Alexis Freeman and Rachel Ehrlich Albanese), counsel to the Ad Hoc Committee of the Second Lien Noteholders; and (g) Shearman & Sterling LLP (Attn: Samuel Waxman and Andrew Tenzer), counsel to Intellectual Ventures Fund 83 LLC, so as to be actually received no later than **January 4, 2013 at 4:00 p.m. (ET)**.

PLEASE TAKE FURTHER NOTICE that only those objections that are timely filed, served and received will be considered at the Final Sale Hearing. Failure to file a timely objection may result in entry of a final order granting the Motion as requested by the Debtors without further notice. The parties are required to attend the Final Sale Hearing, and failure to attend in person or by counsel may result in relief being granted or denied upon default.

PLEASE TAKE FURTHER NOTICE that copies of the Motion may be obtained from the Court's website at <http://ecf.nysb.uscourts.gov/> or, free of charge, the website of the Debtors' claims and noticing agent at <http://www.kccllc.net/kodak>.

Dated: December 19, 2012
New York, New York

/s/ Andrew G. Dietderich
Andrew G. Dietderich
Michael H. Torkin
Jill C. Gadwood
Rosita H.Y. Lee
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EXHIBIT A TO THE SUPPLEMENTAL MOTION

Proposed Final Sale Order

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

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

ORDER AUTHORIZING (A) THE SALE OF PATENT ASSETS FREE AND CLEAR OF CLAIMS AND INTERESTS, (B) THE LICENSE OF PATENTS, (C) THE ASSUMPTION OF PATENT CROSS LICENSE AGREEMENTS WITH FUJIFILM AND (D) THE SETTLEMENT OF CLAIMS RELATED TO CERTAIN PATENTS

Upon (a) the motion (the “**Original Sale Motion**”) of Eastman Kodak Company (“**Kodak**”) dated June 11, 2012, pursuant to which this Court entered the Conditional Sale Order (as defined below) and (b) the supplemental motion (the “**Supplemental Sale Motion**”; together with the Original Sale Motion, the “**Motion**”)² of Kodak, filed by Kodak on behalf of itself and its affiliated debtors and debtors in possession in these chapter 11 cases (collectively, 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, 502, 503, 507, 541 and 1141 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”), rules 2002, 6004(h), 9007, 9014, 9018, and 9019 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and rules 6004-

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.

² Capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the Sale Agreement or, if not defined in the Sale Agreement, are to be given the meanings ascribed to them in the Supplemental Sale Motion or, if not defined in the Supplemental Sale Motion, are to be given the meanings ascribed to them in the Conditional Sale Order.

1(a) and 9013-1(a) of the Local Rules for the United States Bankruptcy Court for the Southern District of New York (the “**Local Rules**”), authorizing, among other things: (a) the granting of a license to the Licensed Patents (as defined in each of the Consortium Member License Agreements, collectively, the “**Licensed Patents**”) to each Licensee (as defined below); (b) the sale (the “**Sale**”) of the Assigned Assets (as defined in the Sale Agreement) free and clear of Claims and Interests³ (except for and subject to Permitted Encumbrances (as defined in the Sale Agreement)) and conditional on entry into and subject to the Grant-Back License Agreements and the Bidco DC/KISS Patent License Agreements (each as defined below); (c) Kodak’s entry into and consummation of the Grant-Back License Agreements; (d) the Debtors’ entry into and consummation of the FlashPoint Agreements (as defined below); (e) the Debtors’ entry into and consummation of the Fuji Letter Agreement (as defined below); (f) the assumption by Kodak of the Cross License Agreements (as defined in the Fuji Letter Agreement) pursuant to the Fuji Letter Agreement; and (g) the dismissal and release of certain patent claims pursuant to the Retained Patents License Agreements (as defined below); and this Court having held a hearing (the “**Conditional Sale Hearing**”) on July 2, 2012 to consider the relief sought in the Original Sale Motion; and upon conclusion of and based on the evidence presented at the Conditional Sale Hearing, this Court having entered an *Order (A) Conditionally Authorizing the Sale of Patent Assets Free and Clear of Claims and Interests, (B) Establishing a Confidential Bidding Process and (C) Approving the Notice Procedures* [Docket No. 1590] (the “**Conditional Sale Order**”); and this Court having entered an *Order Clarifying Conditional Sale Order with Respect to Good Faith Deposits In Connection with the Sale of Patent Assets* [Docket No. 1776]

³ For the avoidance of doubt, the term “**Interests**” has the meaning ascribed thereto in the Sale Agreement, and includes any and all successor liability claims or theories of any nature whatsoever, whether known or unknown and whether asserted or unasserted as of the Closing.

(the “**Clarifying Order**”); and a Bidding Process having been conducted in accordance with the Bidding Procedures; and at the conclusion of the Bidding Process, Intellectual Ventures Fund 83 LLC (“**IV**”) having been chosen as the Successful Bidder in accordance with the Bidding Procedures; and those licensees (the “**Licensees**”) identified in the Consortium Member License Agreements having been identified by the Debtors as additional parties to increase the overall value of the Sale to the Debtors’ estates; and Kodak and IV having executed the Patent Sale Agreement, dated as of December 18, 2012, a redacted version of which is attached hereto as Exhibit A (together with all schedules, exhibits and annexes and joinders thereto, the “**Sale Agreement**”); and Kodak and each of the Licensees having agreed to enter into (a) the Bidco DC/KISS Patent License Agreements, which have been filed with this Court under seal, immediately prior to the Sale, with such Sale to be subject to such new licenses as Permitted Encumbrances and (b) the Retained Patents License Agreements, which have been filed with this Court under seal (together with the Bidco DC/KISS Patent License Agreements, the “**Consortium Member License Agreements**”); and Kodak and each Purchaser (as defined below) having agreed to enter into the Kodak DC/KISS Grant-Back License Agreement, each of which has been filed with this Court under seal immediately prior to the Sale and with such Sale to be subject to such license as a Permitted Encumbrance (each, a “**Grant-Back License Agreement**,” and together with the Sale Agreement and the Consortium Member License Agreements, the “**Transaction Documents**”); and Kodak, IV, Apple Inc. (“**Apple**”) and FlashPoint Technology, Inc. (“**FlashPoint**”) having entered prior to the Sale into that certain Patent Ownership Rights Transfer and Assignment Agreement (the “**FlashPoint Settlement Agreement**”), and Kodak and FlashPoint having entered into that certain Stock Transfer and Release Agreement (the “**Stock Transfer Agreement**”) and Side Letter Release Agreements

between Kodak and each of Hanei Corporation (“**Hanei**”) and Modesmata Corporation (“**Modesmata**”), dated as of December 18, 2012 (together with the Stock Transfer Agreement, the “**FlashPoint Supplemental Settlement Agreements**,” the FlashPoint Settlement Agreement and the FlashPoint Supplemental Settlement Agreements together, the “**FlashPoint Agreements**”), which have been filed with this Court under seal; and Kodak and FUJIFILM Corporation (“**FUJIFILM**”) having entered into the letter agreement (the “**Fuji Letter Agreement**”), which has been filed with this Court under seal; and this Court having conducted a hearing on the Motion on January 11, 2013 (the “**Final Sale Hearing**”); and all parties in interest having been heard, or having had the opportunity to be heard, regarding the Transactions (as defined below), the Transaction Documents, the FlashPoint Agreements, the Fuji Letter Agreement and the other Ancillary Agreements and all other relief granted herein; and this Court having determined that the consummation of the transactions (the “**Transactions**”) contemplated by the Transaction Documents, the FlashPoint Agreements, the Fuji Letter Agreement and the other Ancillary Agreements and the other relief granted herein is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and this Court having found that proper and adequate notice of each of the Original Sale Motion and the Supplemental Sale Motion and the relief requested therein has been provided in accordance with the Conditional Sale Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and the Case Management Procedures (as amended), and no other or further notice being necessary; and upon consideration of the *Supplemental Declaration of David Descoteaux in Support of the Debtors’ Motions for an Order Authorizing (A) the Sale of Patent Assets Free and Clear of Claims and Interests, (B) the License of Patents, (C) the Assumption of Patent Cross License Agreements With FUJIFILM and (D) the Settlement of Claims Related to Certain Patents* [Docket No. ●]

(the “**Lazard Declaration**”); and upon consideration of the Declarations of each of Kenneth Lustig, Dana Rao, BJ Watrous, Kelly Jo MacArthur, Sam O’Rourke, Toshiaki Suzuki, Amar K. Mehta, Grace Lei, Ding Jianxin, Garrett Glanz, Sarah Guichard, Martin Roberts, Hosik Jang and Jeffrey Housenbold in Connection with the Sale and/or Licensing of Debtors’ Digital Imaging Patent Assets and Other Intellectual Property Assets [Docket Nos. ●] (the “**Purchaser and Licensee Declarations**”); and upon the record made by the Debtors at the Conditional Sale Hearing and at the Final Sale Hearing, and the record of these chapter 11 cases; and the Court having reviewed and considered the Motion and the relevant record; and after due deliberation thereon; and good and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:⁴

Jurisdiction, Notice and Statutory Predicates

A. This Court has jurisdiction over the Motion, the Transactions, the Transaction Documents, the FlashPoint Agreements, the Fuji Letter Agreement, the other Ancillary Agreements and any other ancillary 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 Motion in this Court and this District is proper under 28 U.S.C. §§ 1408 and 1409.

⁴ 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. Findings of fact and conclusions of law contained in the Conditional Sale Order, including the record of the July 2, 2012 hearing, are incorporated herein by reference.

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

C. Notwithstanding Bankruptcy Rule 6004(h), 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 Motion are sections 105(a), 107(b), 363(b), 363(f), 363(m), 363(n), 365, 502, 503, 507, 541 and 1141 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004(h), 9007, 9014, 9018, and 9019 and Local Rules 6004-1(a) and 9013-1(a).

E. As set forth below and as evidenced by the affidavits of service previously filed with this Court [Docket Nos. 1450, 1458, 1558, 1559, 1673, [•]], proper, timely, adequate and sufficient notice of the Motion, the Transactions, and the Final Sale Hearing and of the relief to be granted in this Order has been provided in accordance with sections 102(1) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004 and 9014, the Conditional Sale Order, applicable Local Rules and General Orders and the Case Management Procedures (as amended).

F. Actual written notice of the Motion, the Transactions, and the Final Sale Hearing and a reasonable opportunity to object or be heard with respect to the relief to be granted in this Order has been afforded to all known interested entities, including to the following parties: (i) the United States Trustee for the Southern District of New York; (ii) Milbank, Tweed, Hadley & McCloy LLP and Togut, Segal & Segal LLP, co-counsel to the Creditors' Committee; (iii) Arent Fox LLP and Haskell Slaughter Young & Rediker, LLC, co-counsel for the Official Committee of Retired Employees of the Debtors; (iv) Shearman & Sterling LLP, counsel to the agent under the prepetition revolving credit facility; (v) U.S. Bank, National Association, as indenture trustee; (vi) Wilmington Trust, National Association, as indenture

trustee; (vii) the Securities and Exchange Commission; (viii) attorneys general for all states in which the Assigned Assets are located, the Securities and Exchange Commission, the Internal Revenue Service, all applicable federal and state taxing authorities, the Environmental Protection Agency, and the Department of Labor; (ix) Davis Polk & Wardwell LLP, counsel to Citicorp North America, Inc., as agent for the Debtors' postpetition secured lenders (the "**DIP Agent**"); (x) Akin Gump Strauss Hauer & Feld LLP, counsel to the Ad Hoc Committee of the Second Lien Noteholders (the "**Second Lien Noteholders Committee**"); (xi) all parties requesting notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002; (xii) all entities reasonably known by the Debtors to have expressed an interest in a transaction with respect to the Assigned Assets since July 2011; (xiii) all SSOs and 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 Sale Agreement, including all parties to the Scheduled Agreements; and (xiv) entities reasonably known by the Debtors to have asserted any Claim or Interest in the Assigned Assets.

G. The Debtors published notice of the Original Sale Motion in *The Wall Street Journal* (National Edition and Asia Edition) and *The Financial Times* (Worldwide Edition) on June 19, 2012, as evidenced by the affidavits of publication filed with this Court [Docket Nos. 1558 and 1559].

H. The Debtors published notice of the Final Sale Hearing in *The Wall Street Journal* (National Edition and Asia Edition) and *The Financial Times* (Worldwide Edition) on December [•], 2012, as evidenced by the affidavits of publication filed with this Court [Docket Nos. [•]].

I. No further or other notice beyond that described in the foregoing Paragraphs E, F, G and H is required in connection with the relief provided in this Order.

Bidding Process

J. The Debtors exercised sound business judgment, consistent with their fiduciary duties, in conducting the Bidding Process.

K. The Debtors conducted the Bidding Process in compliance with the Bidding Procedures and the terms of the Conditional Sale Order and the Clarifying Order.

L. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Final Sale Hearing and (ii) the representations of counsel made on the record at the Final Sale Hearing, the Debtors and their professionals marketed the Assigned Assets and conducted the marketing and sale process as set forth in and in accordance with the Original Sale Motion and as described in the Supplemental Sale Motion, the Lazard Declaration and the Purchaser and Licensee Declarations. Based upon the record of these proceedings, all creditors and other parties in interest and all prospective purchasers have been afforded a reasonable and fair opportunity to bid for the Assigned Assets.

M. The Bidding Procedures were substantively and procedurally fair to all parties, including all potential bidders. The Debtors (i) undertook substantial marketing efforts, and conducted the sale process without collusion in accordance with the Bidding Procedures, (ii) 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 Assigned Assets (and, as applicable, license the Licensed Patents), (iii) provided potential purchasers, upon request, sufficient information to enable them to make an informed judgment on whether to bid on the Assigned Assets and (iv) considered any bids submitted on or before the Bid Deadline.

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

Good Faith Finding

O. The Transaction Documents, the FlashPoint Agreements, the Fuji Letter Agreement, the other Ancillary Agreements, each of their respective terms, and the Transactions were negotiated, proposed and entered into by the Debtors, IV, the Purchaser,⁵ FlashPoint, FUJIFILM and the Licensees (as applicable) in good faith and from arm's-length bargaining positions without collusion or fraud, and constitute an integrated transaction. IV, FlashPoint, FUJIFILM and the Licensees have negotiated the Transactions and the Purchaser has participated in the Bidding Process in good faith in connection with these proceedings because, among other things: (i) the Debtors were free to deal with any other party in connection with the Transactions; (ii) the Purchaser and the Licensees complied with the terms of the Bidding Procedures, the Conditional Sale Order, the Clarifying Order, and the instructions of the Debtors and the Debtors' professionals during the Bidding Process; (iii) IV agreed to subject its bid to the competitive Bidding Process; (iv) the selection of IV as the Successful Bidder was the result of the competitive bidding process set forth in the Bidding Procedures; (v) during the Bidding Process, the Debtors (after discussion with the Reviewing Creditors⁶) determined that the value of the Transactions for the estate could be increased by entering into the Consortium Member

⁵ For purposes of this Order, "**Purchaser**" shall mean, with respect to any Assigned Asset, IV or IV's Designee that acquires such Assigned Asset at the Closing subject to and in accordance with the terms of the Sale Agreement. For all purposes of this Order and the Sale Agreement, IV has designated Apple a designee in accordance with Section 8.3 of the Sale Agreement with respect to the purchase of certain Assigned Assets it is acquiring.

⁶ For the avoidance of doubt, the DIP Agent's participation as a Reviewing Creditor was not on behalf of any lender or group of lenders under the DIP Credit Agreement (as defined below).

License Agreements with the Licensees, the Grant-Back License Agreements with the Purchaser, the FlashPoint Agreements and the Fuji Letter Agreement, in addition to executing the Sale Agreement with IV; (vi) each Grant-Back License Agreement is an integral part of the Transactions, and the Debtors would not have entered into the Transactions and Sale unless each Purchaser acquired the Assigned Assets in accordance with the Sale Agreement and this Order, and entered into and consummated Grant-Back License Agreements, which agreements shall encumber the Assigned Assets in accordance with their terms; (vii) the Consortium Member License Agreements are an integral part of the Transactions and the parties to the Transactions would not have agreed to enter into and consummate the Transactions absent the Bidco DC/KISS Patent License Agreements and the Retained Patents License Agreements being entered into and approved by this Court in connection with the Transactions; (viii) the FlashPoint Agreements and the Fuji Letter Agreement are an integral part of the Transactions, and the parties to the Transactions would not have agreed to enter into and consummate the Transactions absent the FlashPoint Agreements and the Fuji Letter Agreement being entered into by all the parties thereto and approved by this Court in connection with the Transactions; (ix) neither the Purchaser nor the Licensees induced or caused the Sale or the filing of these cases; (x) all payments to be made by the Purchaser and the Licensees in connection with the Transactions have been disclosed to the Debtors, the Reviewing Creditors or this Court; and (xi) no common identity of directors or controlling stockholders exists between the Purchaser, the Licensees, and any of the Debtors, and neither the Purchaser nor any of the Licensees are an “insider” or “affiliate” of the Debtors as those terms are defined in the Bankruptcy Code.

P. Based on the foregoing, the Transactions were negotiated in good faith, and the Purchaser, FlashPoint, FUJIFILM and the Licensees satisfy the “good faith” requirement of

section 363(m) of the Bankruptcy Code, and, accordingly, the Purchaser, FlashPoint, FUJIFILM and the Licensees are entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

Sale Agreement and the Transactions

Q. IV submitted a bid in accordance with the Conditional Sale Order. In accordance with the Conditional Sale Order, the Debtors, in consultation with their advisors, analyzed IV's bid and, after consultation with the Reviewing Creditors, determined that it was a Qualified Bid (as defined in the Bidding Procedures) and that IV was a Qualified Bidder (as defined in the Bidding Procedures). In accordance with the Conditional Sale Order, the Debtors determined, in consultation with their advisors and after consulting the Reviewing Creditors, in a valid and sound exercise of their business judgment, that the highest and best Qualified Bid was that of the Purchaser and that IV was the Successful Bidder.

R. Neither the Debtors, the Purchaser, FlashPoint, FUJIFILM, the Licensees, nor any of their respective affiliates, employees, advisors, or equityholders engaged in any conduct that would cause or permit the Transaction Documents, the FlashPoint Agreements, the Fuji Letter Agreement, the other Ancillary Agreements or the consummation of the Transactions to be avoided, or costs or damages to be imposed or awarded, under section 363(n) or any other section of the Bankruptcy Code. The Purchaser and the Licensees, with the support of the Debtors and with the knowledge of the Reviewing Creditors, formed a consortium of bidders during the Bidding Process for purposes of entering into and consummating the Transactions. The Purchaser would not have entered into the Sale Agreement and the Debtors would not have maximized the value of the Assigned Assets for the benefit of their estates without the participation of each member of such consortium, including each of the Licensees. The

Purchaser, the Licensees, their respective affiliates, and their respective equityholders have not acted in a collusive manner with any other person and the aggregate price agreed to be paid by the Purchaser and the Licensees under the Sale Agreement and the Consortium Member License Agreements was not controlled by any agreement among bidders.

S. All Net Cash Proceeds (as defined in the DIP Credit Agreement (as defined below)) received by the Debtors under the Consortium Member License Agreements shall constitute and be deemed and treated either as IP Settlement Proceeds or as Other Proceeds (as applicable) for purposes of the DIP Credit Agreement and Paragraph 14(d) of the DIP Order (as defined below). All proceeds received by the Debtors under the Sale Agreement shall constitute and be treated as IP Sale Proceeds for purposes of the DIP Credit Agreement and Paragraph 14(d) of the DIP Order.

T. Time is of the essence in consummating the Transactions. There is no legal or equitable reason to delay the Transactions. In order to maximize the value of the Debtors' estates, it is essential that the Transactions be consummated as soon as practicable in accordance with the timing set forth in the Sale Agreement. Accordingly, there is cause to waive the stay contemplated by Bankruptcy Rule 6004(h).

No Fraudulent Transfer or Successor Liability

U. The total consideration provided by the Purchaser pursuant to the Sale Agreement and the Licensees pursuant to the Consortium Member License Agreements: (i) is fair and reasonable; (ii) is the highest and best offer for the Assigned Assets; (iii) will provide a greater recovery to the Debtors' creditors than would be provided by any other available alternative; and (iv) 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 Sale Agreement

and the Licensees pursuant to the Consortium Member License Agreements also constitutes fair consideration and fair value under the Bankruptcy Code and any other applicable laws of the United States, any state, territory or possession thereof, or the District of Columbia. No other person, entity, or group of persons or entities has offered to purchase and/or license the Assigned Assets and the Licensed Patents, respectively, for greater economic value to the Debtors than the Purchaser and the Licensees. The Debtors' determinations that the Transactions constitute the highest and best offer for the Assigned Assets were valid, sound and reasonable exercises of the Debtors' business judgment.

V. None of the Transaction Documents, the FlashPoint Agreements, the Fuji Letter Agreement or any of the other Ancillary Agreements was entered into or agreed to be entered into, as applicable, for the purpose of hindering, delaying or defrauding creditors. None of the Debtors, Purchaser, the Licensees, FlashPoint or FUJIFILM has entered into or has agreed to enter into, as applicable, any of the Transaction Documents, the FlashPoint Agreements, the Fuji Letter Agreement, or any of the other Ancillary Agreements with any fraudulent or otherwise improper purpose.

W. The Purchaser and the Licensees are not a mere continuation of or successor to the Debtors in any respect, and there is no continuity of enterprise between the Debtors, the Purchaser, or the Licensees. The Purchaser and the Licensees are not purchasing all or substantially all of the Debtors' assets. Upon the Closing (as defined below), the Purchaser shall have assumed only those liabilities that it agreed to assume in the Sale Agreement, and the Licensees shall be deemed to take licenses subject only to those restrictions contained in the applicable Consortium Member License Agreements.

Validity of Transfer

X. The Debtors (i) have full corporate power and authority to execute and deliver the Transaction Documents, the FlashPoint Agreements, the Fuji Letter Agreement and the other Ancillary Agreements, and all other documents contemplated thereby, (ii) have all corporate authority necessary to consummate the Transactions and (iii) are authorized to take all corporate action necessary to authorize and approve and consummate the Transactions. No consents or approvals, other than those expressly provided for in the Sale Agreement, are required for the Debtors to consummate the Transactions.

Y. The Assigned Assets are property of Kodak's estate within the meaning of section 541(a) of the Bankruptcy Code. The transfer of the Assigned Assets to the Purchaser will be, as of the closing of the Sale Agreement (the "**Closing**"), a legal, valid and effective transfer of the Assigned Assets, which transfer will vest the Purchaser with all of Kodak's right, title and interest in the Assigned Assets free and clear of all (i) Claims and (ii) Interests, in each case relating to, accruing or arising any time prior to the Closing, and in each case except for and subject to the Permitted Encumbrances, and in each case, as provided in the Sale Agreement and this Order. Each Consortium Member License Agreement between Kodak and each Licensee will be, as of the Closing, a legal, valid, and effective license, and shall vest such Licensee with the rights set forth therein. Notwithstanding the foregoing, (i) in the event that the Transactions are not consummated, then Apple shall be deemed to have reserved all of its applicable rights, (ii) in the event that the transactions contemplated by the FlashPoint Agreements are not consummated, then FlashPoint shall be deemed to have reserved all of its applicable rights, and (iii) in the event the Transactions are not consummated, then FUJIFILM shall be deemed to have reserved all of its applicable rights.

Z. This Order is and shall be binding upon and govern the acts of all persons and entities, including all 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, to accept, file, register or otherwise record or release any documents or instruments; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Transactions.

AA. Following the Closing, a certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to cancel any Liens and other encumbrances of record on the Assigned Assets (but only with respect to the Assigned Assets), except for the Permitted Encumbrances.

BB. If any person or entity which has filed statements or other documents or agreements evidencing any Claim or Interest (other than the Permitted Encumbrances) on all or any portion of the Assigned Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of Claims or Interests (other than the Permitted Encumbrances) and any other documents necessary for the purpose of documenting the release of all Claims or Interests (other than the Permitted Encumbrances) which the person or entity has or may assert with respect to all or any portion of the Assigned Assets, *provided* that such person or entity has not delivered any such necessary termination statements, instruments of satisfaction, releases or other documents promptly after receiving reasonable notice from the Debtors, then

following the Closing, the Debtors shall be authorized and directed, and the Purchaser shall be authorized, on behalf of the Debtors and each of the Debtors' creditors, to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity solely with respect to the Assigned Assets without any further Order of this Court. Any such filings shall be limited to the Assigned Assets and, for the avoidance of doubt, notwithstanding anything to the contrary therein, shall not otherwise affect the liens granted pursuant to the DIP Order or any other order approving any financing in these chapter 11 cases. The Debtors and the Purchaser shall not be entitled or permitted, pursuant to Paragraph AA hereof, or this Paragraph BB, to (i) release any Claim or Interest on any asset other than the Assigned Assets or (ii) otherwise affect in any way any right or asset of any Debtor other than with respect to the conveyance and transfer of the Assigned Assets, notwithstanding any filing or action by any party to the contrary, and any such filing or action shall not have such effect.

CC. The license of the Licensed Patents and the assignment of the Assigned Assets outside of a plan of reorganization pursuant to the Sale Agreement and the Consortium Member License Agreements neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a chapter 11 plan of the Debtors. The Transactions do not constitute a *sub rosa* chapter 11 plan.

DD. 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 Motion.

EE. The filing of certain portions of the Transaction Documents (including any Schedules or Exhibits to the Sale Agreement), the Fuji Letter Agreement and the other Ancillary Agreements under seal as "Bidder Confidential Information," and the filing of the FlashPoint

Agreements under seal, is consistent with the Bidding Procedures approved in the Conditional Sale Order, because those portions contain substantial sensitive commercial information, which would be damaging to the Debtors, the Purchaser, FlashPoint, FUJIFILM and/or the Licensees if such information were to be disclosed. The filing of such documents and portions under seal is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest.

Sale Free and Clear of Claims and Interests

FF. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full and, upon entry of this Order, the Debtors may sell the Assigned Assets free and clear of all Claims and Interests (except for and subject to the Permitted Encumbrances) as provided in the Sale Agreement and this Order. IV would not have entered into the Sale Agreement and would not consummate the Sale, if the Sale were not free and clear of Claims and Interests (except for and subject to the Permitted Encumbrances) as provided in the Sale Agreement and this Order.

GG. Upon entry of this Order, Kodak may sell the Assigned Assets free and clear of all Claims and Interests (except for and subject to the Permitted Encumbrances) against the Debtors or the Assigned Assets because, in each case, 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 Sale Agreement or this Order, such Claims and Interests shall attach to the proceeds generated from the sale of the Assigned Assets in their order of priority, with the same validity, force and effect which they now have against the Assigned Assets. Those holders of Claims or Interests against the Debtors or any of the Assigned Assets who did not object or who withdrew their objections to the Sale or the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.

HH. The Purchaser and the Licensees have given substantial consideration under the Sale Agreement and the Ancillary Agreements 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 any potential Claims and Interests against the Assigned 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 by all holders of Claims and Interests against the Assigned Assets (except for and subject to the Permitted Encumbrances).

Approval of Settlements

II. The FlashPoint Agreements, the Fuji Letter Agreement and the dismissal and release of patent claims between Kodak and the Licensees pursuant to the Retained Patents License Agreements (collectively, the “**Licensee Settlements**”), are necessary conditions to the Transactions.

JJ. The Fuji Letter Agreement, including the modifications to the Cross License Agreements (as defined in the Fuji Letter Agreement), the assumption of the Cross License Agreements, and the mutual agreement not to assert Patent Infringement Claims (as defined in the Fuji Letter Agreement) during the Standstill Period (as defined in the Fuji Letter Agreement) pursuant to paragraph 3 of the Fuji Letter Agreement (the “**FUJIFILM/Kodak Standstill**”), together with the Retained Patents License Agreement between Kodak and FUJIFILM, constitutes a global settlement of multiple litigable issues on an integrated basis, is the result of good faith arm’s-length negotiations, and represents the Debtors’ exercise of their reasonable business judgment in resolving the disputes and potential disputes between the Debtors and FUJIFILM addressed in the Fuji Letter Agreement and such Retained Patents License Agreement on the terms set forth therein. The allowance of the FUJI POC (as defined below) as a general unsecured prepetition claim against Kodak’s estate in the amount of \$70 million pursuant to the Fuji Letter Agreement and this Order avoids the risks and delay of litigation and constitutes a fair and equitable settlement of such claim against the Debtors’ estates in an amount

that is within the reasonable range of potential outcomes of litigation with respect to such claim. The consummation of the transactions contemplated by the Fuji Letter Agreement will not result in a breach or violation by Kodak of, or a default by Kodak under, any of the Cross License Agreements.

KK. The standards of Bankruptcy Rule 9019 have been satisfied with respect to each of the FlashPoint Agreements, the Licensee Settlements, and the Fuji Letter Agreement.

LL. The entry of this Order is in the best interests of the Debtors and their estates, creditors, interest holders and all other parties in interest; and therefore

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.

2. All objections to the Motion or the relief requested therein 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 Motion are deemed to have consented to the relief sought therein.

3. Amounts, if any, to be paid by the Debtors to the Purchaser or the Licensees under the Transaction Documents shall (i) constitute allowed administrative expenses of the estates pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code, (ii) not be altered, amended, discharged or affected by any plan confirmed in these cases without the prior written consent of the Purchaser and the Licensees, and (iii) be due and payable if and when the Debtors' obligations arise under the Transaction Documents without further order of this Court.

4. Pursuant to sections 105 and 363 of the Bankruptcy Code, the Transaction Documents, the FlashPoint Agreements, the Fuji Letter Agreement and the Ancillary Agreements, and all terms and conditions of the Transaction Documents, the FlashPoint

Agreements, the Fuji Letter Agreement, the Ancillary Agreements, and the Transactions are hereby approved. The FlashPoint Agreements and the Licensee Settlements are hereby also approved pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, and the Fuji Letter Agreement is hereby also approved pursuant to sections 365, 502 and 1141(d) of the Bankruptcy Code and Bankruptcy Rule 9019. The Debtors are authorized to consummate the Transactions with the Purchaser, FlashPoint, FUJIFILM and the Licensees pursuant to the Transaction Documents, the FlashPoint Agreements, the Fuji Letter Agreement and the other Ancillary Agreements. The Debtors are authorized, without further Order of this Court, to execute and deliver all documents and instruments of assignment, transfer and sale contemplated by the Transaction Documents, the FlashPoint Agreements, the Fuji Letter Agreement and the other Ancillary Agreements; to comply with the Transaction Documents, the FlashPoint Agreements, the Fuji Letter Agreement and the other Ancillary Agreements; and to take and perform all other actions necessary or desirable to consummate or implement the Transactions and implement and effectuate the relief granted in this Order.

5. Upon the Closing, the Sale to the Purchaser shall constitute a legal, valid and effective transfer of Kodak's right, title and interest in the Assigned Assets notwithstanding any requirement for approval or consent by any person or entity and shall vest the Purchaser with any and all right, title and interest of Kodak in and to the Assigned Assets free and clear of all Claims and Interests (except for and subject to the Permitted Encumbrances) pursuant to section 363(f) of the Bankruptcy Code, as provided in the Sale Agreement and this Order, with such Claims and Interests attaching to the proceeds generated from the sale of the Assigned Assets in the order of their priority, with the same validity, force and effect which they now have against the Assigned Assets.

6. Upon the Closing, all holders of Claims or Interests (except for holders of Permitted Encumbrances) against (i) the Debtors in respect of the Assigned Assets or (ii) the Assigned Assets are permanently and forever barred, restrained and enjoined from asserting such Claims or Interests in respect of the Assigned Assets or enforcing remedies, or commencing or continuing in any manner any action or other proceeding of any kind, against the Purchaser (in respect of the Assigned Assets) or the Assigned Assets. 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 Document.

7. Upon the Closing, all persons are permanently and forever barred, restrained and enjoined from (x) asserting against the Purchaser or the Assigned Assets any Claim or Interest arising under any theory of successor liability (and that does not constitute a Permitted Encumbrance) and (y) enforcing any such Claim or Interest with respect to the Assigned Assets against the Purchaser or the Assigned Assets.

8. Pursuant to the FlashPoint Settlement Agreement, the Purchaser shall take its right, title, and interest in and to the Assigned Assets free and clear of any Disputed Interests as they relate to any assertion made by FlashPoint.

9. The terms and provisions of the Transaction Documents, the FlashPoint Agreements, the Fuji Letter Agreement, the other Ancillary Agreements, and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Purchaser, the Licensees, the Debtors, FlashPoint, FUJIFILM, the Debtors' estates and each of their respective successors and assigns. This Order shall be binding in all respects upon all holders of Claims or Interests (except for holders of Permitted Encumbrances) in the Assigned Assets and the Licensed Patents

and any trustees, examiners, “responsible persons” or other fiduciaries appointed in these cases or upon a conversion to chapter 7 under the Bankruptcy Code.

10. From and after 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 Kodak’s right, title, and interest in the Assigned Assets to the Purchaser at the Closing subject and pursuant to the terms of the Sale Agreement, free and clear of all Claims and Interests (except for and subject to the Permitted Encumbrances), as provided in the Sale Agreement and this Order.

11. Notwithstanding anything set forth herein, the Purchaser shall acquire the Assigned Assets subject to each Grant-Back License Agreement and each Bidco DC/KISS Patent License Agreement, and the Assigned Assets shall be encumbered by the Grant-Back License Agreements and the Bidco DC/KISS Patent License Agreements in accordance with their terms. Each 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. Each Consortium Member License Agreement between Kodak and each Licensee will be, as of the Closing, a legal, valid, and effective license, and shall vest such Licensee with the rights set forth therein.

12. Any Assigned Assets in the possession or control of any person or entity shall be transferred to the Purchaser free and clear of all Claims and Interests (except for and subject to the Permitted Encumbrances) as provided in the Sale Agreement and this Order.

13. The Transactions have been undertaken by the Purchaser, FlashPoint, FUJIFILM and the Licensees in good faith. The Purchaser, FlashPoint, FUJIFILM and the Licensees satisfy the good faith requirement of section 363(m) of the Bankruptcy Code and,

accordingly, the Purchaser, FlashPoint, FUJIFILM, the Licensees, and the Transactions are entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

14. The Transactions may not be avoided and no damages may be awarded under section 363(n) of the Bankruptcy Code or any other section of the Bankruptcy Code or applicable nonbankruptcy law. The Transaction Documents, the FlashPoint Agreements, the Fuji Letter Agreement, the Cross License Agreements and the other Ancillary Agreements shall not be subject to rejection under section 365 of the Bankruptcy Code, and the Transactions shall not be subject to avoidance under chapter 5 of the Bankruptcy Code.

15. All proceeds from the consummation of the Sale (including the Deposit) and the Consortium Member License Agreements, and any other proceeds received in connection with the Transactions, shall be treated in accordance with that certain (A) Debtor-in-Possession Credit Agreement, dated as of January 20, 2012, among the Debtors, the DIP Agent and the other parties thereto (as amended from time to time, the “**DIP Credit Agreement**”) (including, but not limited to, the mandatory prepayment obligations contained in Section 2.10(b) of the DIP Credit Agreement), and (B) Final Order (I) Authorizing Debtors to (A) 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 Utilize Cash Collateral Pursuant to 11 U.S.C. § 363 and (II) Granting Adequate Protection to Pre-Petition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362, 363 and 364 [Docket No. 375] (the “**DIP Order**”) (including, but not limited to, Paragraph 14(d) thereof). The Debtors shall cause the IP Sale Proceeds (as defined in the DIP Credit Agreement) and the Applicable Prepayment Percentage of IP Settlement Proceeds or Other Proceeds (each as defined in the DIP Credit Agreement) to be deposited directly upon receipt in a certain segregated Cash Collateral Account (as provided for and as defined in the DIP Credit

Agreement) for application in accordance with the terms of the DIP Credit Agreement (including Section 2.10(b)(iii) thereof) and the DIP Order (including Paragraph 14(d) thereof), without further order by this Court, in compliance with their obligations under the DIP Credit Agreement and the DIP Order. Notwithstanding anything to the contrary herein, nothing in this Order, nor the participation of the DIP Agent in the Bidding Process (as defined in the Bidding Procedures), shall be deemed a waiver of the rights and remedies of the DIP Agent under, or any term of, the DIP Credit Agreement or any documents or orders relating thereto (together, the “**DIP Documents**”) or the rights and remedies of any of the Lenders (as defined in the DIP Credit Agreement) under the DIP Documents.

16. The Transaction Documents, the FlashPoint Agreements, the Fuji Letter Agreement, the other Ancillary Agreements and any related agreements, documents or other instruments may only be modified, amended or supplemented through a written document signed by the parties thereto in accordance with the terms thereof; provided, that, (i) an order of this Court has approved such modification, amendment, or supplement; or (ii) such modification, amendment or supplement is not material; *provided* that in the case of clause (ii), the Debtors promptly notify the Reviewing Creditors in advance of such modification, amendment or supplement. The Debtors are hereby authorized to perform each of their covenants and undertakings as provided in the Transaction Documents, the FlashPoint Agreements, the Fuji Letter Agreement and the other Ancillary Agreements prior to or after the Closing without further order of this Court.

17. The Transactions 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.

18. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Transactions.

19. Pursuant to the Sale Agreement, the Deposit shall be credited against the Closing Amount and/or License Fees, as applicable, at the Closing.

20. This Order shall not be modified by any subsequent chapter 11 plan confirmed in Debtors' chapter 11 cases, by any dismissal or conversion of these chapter 11 cases, by appointment of or any action or inaction by any trustee, examiner, responsible person, or foreign representative, or otherwise by any subsequent order of this Court unless expressly consented to in writing by the Purchaser and the Licensees.

21. In the event there is a conflict between this Order and the Transaction Documents, the FlashPoint Agreements, the Fuji Letter Agreement, the other Ancillary Agreements or the Conditional Sale Order, this Order shall control and govern.

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

23. The dismissals of the Pending Claims contemplated by the Bidco DC/KISS Patent License Agreements and the Retained Patents License Agreement are hereby approved. Kodak (as Licensor), Apple and each Licensee are authorized and directed to dismiss such Pending Claims in accordance with the procedures outlined in the Bidco DC/KISS Patent License Agreements and the Retained Patents License Agreements (as applicable).

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

25. Following the Closing, the Debtors and Apple, in accordance with the applicable Retained Patents License Agreement, shall cause the following actions to be dismissed with prejudice:

- i. *Eastman Kodak Co. v. Apple Inc.*, United States District Court for the Western District of New York (Case No. 6:10-CV-06021);
- ii. *Eastman Kodak Co. v. Apple Inc.*, United States District Court for the Western District of New York (Case No. 6:12-CV-06020);
- iii. *Apple Inc. v. Eastman Kodak Co.*, United States District Court for the Northern District of California (Case No. 5:10-CV-01609);
- iv. *Eastman Kodak Company v. ITC, Research In Motion Ltd. and Research in Motion Corp., and Apple Inc.*, United States Court of Appeals for the Federal Circuit (Case No. 2012-1588), on appeal from *In the Matter of Certain Mobile Telephones and Wireless Communication Devices Featuring Digital Cameras, and Components Thereof*, ITC Inv. No. 337-TA-703;
- v. *In the Matter of Certain Electronic Devices for Capturing and Transmitting Images and Components Thereof*, ITC Inv. No. 337-TA-831;
- vi. *Eastman Kodak Co. v. Apple Inc., et al.*, United States District Court for the Southern District of New York (Case No. 12-CV-5047)
- vii. *Apple Inc. v. ITC and Eastman Kodak Company*, United States Court of Appeals for the Federal Circuit (Case No. 2011-1592), on appeal from *In the Matter of Certain Digital Imaging Devices and Related Software*, ITC Inv. No. 337-TA-717;
- viii. *Eastman Kodak Company v. Apple Inc. and FlashPoint Technology, Inc.*, United States Bankruptcy Court for the Southern District of New York (Adv. Proc. No. 12-01720)
- ix. *Eastman Kodak Co. v. Apple Inc.*, United States District Court for the Western District of New York (Case No. 10-cv-06022); and
- x. *Eastman Kodak Co. v. Apple Inc. (In re Eastman Kodak Co.)*, United States District Court for the Southern District of New York (Case No. 1:12-CV-04881).

26. Following the Closing, the Debtors and each Licensee set forth below, in accordance with the Retained Patents License Agreement applicable to such Licensee, shall cause the following actions to be dismissed with prejudice:

- i. *Eastman Kodak Company v. Fujifilm Corp, et. al.*, United States District Court for the Western District of New York (Case No. 12-CV-06025);
- ii. *In the Matter of Certain Electronic Devices For Capturing and Transmitting Images, and Components Thereof*, ITC Inv. No. 337-TA-831;
- iii. *Eastman Kodak Company v. HTC Corporation, HTC America, Inc. and Exedea, Inc.*, United District Court for the Western District of New York (Case No. 6:12-CV-06021);
- iv. *Research In Motion Limited, et al. v. Eastman Kodak Company*, United States District Court for the Northern District of Texas (Case No. 3:08-CV-02075);
- v. *Eastman Kodak Company v. ITC, Research In Motion Ltd. and Research in Motion Corp., and Apple Inc.*, United States Court of Appeals for the Federal Circuit (Case No. 2012-1588), on appeal from *In the Matter of Certain Mobile Telephones and Wireless Communication Devices Featuring Digital Cameras, and Components Thereof*, ITC Inv. No. 337-TA-703;
- vi. *Eastman Kodak Company v. Samsung Electronics Co., Ltd., Samsung Electronics America, Inc. and Samsung Telecommunications America, LLC*, United States District Court for the Western District of New York (Case No. 6:12-CV-06036);
- vii. *Eastman Kodak Company v. Shutterfly Inc.*, United States District Court for the District of Delaware (Case No. 1:10-CV-01079); and
- viii. *Shutterfly, Inc. v. Eastman Kodak Company*, United States District Court for the District of Delaware (Case No. 1:11-CV-00099).

27. Following consummation of the transactions contemplated by the FlashPoint Agreements, FlashPoint shall cause all the claims asserted in the *Eastman Kodak Company v. Apple Inc. and FlashPoint Technology, Inc.*, United States Bankruptcy Court for the

Southern District of New York (Adv. Proc. No. 12-01720) proceeding filed June 18, 2012 to be dismissed with prejudice.

28. Upon consummation of the transactions contemplated by the FlashPoint Agreements, any proofs of claim filed against any Debtor by FlashPoint (or any of FlashPoint's affiliates) shall be deemed amended to reflect the release and settlement of claims against the Debtors by FlashPoint on the terms set forth in the FlashPoint Agreements. FlashPoint shall promptly take such steps as necessary to amend the relevant proofs of claim to reflect the foregoing. FlashPoint and its affiliates shall not otherwise amend or supplement any proof of claim filed against any Debtor.

29. Upon consummation of the transactions contemplated by each Retained Patents License Agreement, any proofs of claim filed against any Debtor by the Licensee (or any affiliate of such Licensee) party thereto, other than the FUJI POC (as defined below), shall be deemed amended to reflect the release and settlement of claims against the Debtors by such Licensee (or any affiliate of such Licensee) on the terms set forth in the applicable Retained Patents License Agreement. Each Licensee shall promptly take such steps as necessary to amend the relevant proofs of claim to reflect the foregoing.

30. The Debtors are authorized to enter into the Fuji Letter Agreement and the Fuji Letter Agreement is hereby approved in all respects, and in accordance therewith and following the Effective Date (as defined in the Fuji Letter Agreement): (i) the Debtors are authorized to modify the Cross License Agreements (as defined in the Fuji Letter Agreement) as provided therein, and such modifications are hereby approved; (ii) the Debtors are authorized to assume the Cross License Agreements pursuant to section 365 of the Bankruptcy Code, and such assumption is hereby approved in all respects; (iii) no cure costs or other amounts are required to

be paid in connection with the assumption of the Cross License Agreements and none of the Transactions shall result in a breach or violation of or default under the Cross License Agreements (either prior to or following the Effective Date); (iv) the FUJIFILM/Kodak Standstill is hereby approved and, notwithstanding any other order of this Court, FUJIFILM shall not be barred from asserting, and the confirmation of a chapter 11 plan in these chapter 11 cases shall not discharge the Debtors from, any patent claims subject to the FUJIFILM/Kodak Standstill, and (v) the proof of claim number 5841 (the “**FUJI POC**”) filed by FUJIFILM in these chapter 11 cases is hereby allowed pursuant to section 502 of the Bankruptcy Code as a general unsecured prepetition claim against Kodak in the amount of \$70 million (the “**Stipulated Claim**”). Following the Effective Date, the Stipulated Claim shall not be subject to further review, disallowance, setoff or reduction, in whole or in part, for any reason or upon any ground, including without limitation section 502(d) of the Bankruptcy Code. Following the Effective Date, the Debtors and FUJIFILM shall promptly: (i) cause all claims asserted in *Fujifilm Corp. v. Eastman Kodak Co.*, pending in the United States District Court for the Southern District of New York (Case No. 11-CV-7247) to be dismissed with prejudice, with all parties to bear their own costs; (ii) execute and deliver the Cross License Terms (as defined in the Fuji Letter Agreement), and evidence the Debtors’ assumption of the Cross License Agreements as modified in accordance with the Fuji Letter Agreement; (iii) execute such other documents as either FUJIFILM or Kodak reasonably requires to evidence the FUJIFILM/Kodak Standstill; and (iv) cause the FUJI POC, along with proof of claim numbers 5843 and 5845 filed by FUJIFILM in these chapter 11 cases, to be amended to reflect the terms of the Fuji Letter Agreement and, as applicable, the Retained Patents License Agreement between Kodak and FUJIFILM.

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

32. The stay otherwise imposed by Bankruptcy Rule 6004(h) 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 shall, without further delay, take all actions and perform all acts authorized under this Order.

33. 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 Transactions contemplated by the Sale Agreement based upon any arrangement made by or on behalf of the Debtors.

34. This Court retains jurisdiction with respect to all matters arising from or related to the enforcement of this Order, including the authority to: (i) interpret, implement, and enforce the terms and provisions of this Order (including the injunctive relief provided in this Order) and the terms of the Transaction Documents, the FlashPoint Agreements, the Fuji Letter Agreement, the other Ancillary Agreements, all amendments to any of the foregoing, and any waivers and consents thereunder; (ii) protect the Purchaser and the Licensees, or the Assigned Assets from and against any Claims; (iii) compel delivery of all Assigned Assets to the Purchaser; (iv) compel IV and the Debtors to perform all of their obligations under the Sale Agreement; (v) resolve any disputes arising under or related to the Transaction Documents, the FlashPoint Agreements, the Fuji Letter Agreement, the other Ancillary Agreements, the Sale, or the Transactions; and (vi) provide any further relief that is necessary or appropriate in furtherance of this Order or the Transactions.

35. The unredacted versions of the Sale Agreement, including Schedules or Exhibits thereto, the Consortium Member License Agreements, the Grant-Back License Agreements, the FlashPoint Agreements, the Fuji Letter Agreement and the other Ancillary Agreements delivered to this Court shall be kept segregated and under seal by the Clerk of Court and shall not be made publicly available pursuant to sections 105(a) and 107(b) of the Bankruptcy Code and Bankruptcy Rule 9018.

Dated: ____, 2013
New York, New York

Allan L. Gropper
United States Bankruptcy Judge

EXHIBIT B TO THE SUPPLEMENTAL MOTION

Sale Agreement

PATENT SALE AGREEMENT

between

EASTMAN KODAK COMPANY

and

INTELLECTUAL VENTURES FUND 83 LLC

dated as of December 18, 2012

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PATENT SALE AGREEMENT

THIS PATENT SALE AGREEMENT (this “*Agreement*”) is made as of December 18, 2012, by and between **EASTMAN KODAK COMPANY**, a New Jersey corporation having its principal place of business at 343 State Street, Rochester, New York 14650 (as debtor-in-possession in the Bankruptcy Cases, “*Kodak*”), and Intellectual Ventures Fund 83 LLC, a Delaware limited liability company having its principal place of business at 7251 W Lake Mead Blvd, Ste 300, Las Vegas, Nevada 89128 (“*Buyer*” and, together with Kodak, the “*Parties*” and each, a “*Party*”).

RECITALS

WHEREAS, on January 19, 2012 (the “*Petition Date*”), Kodak and its affiliated debtors-in-possession filed petitions under Chapter 11 of the U.S. Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (as in effect on the date hereof and as may be amended from time to time, the “*Bankruptcy Code*”) in the U.S. Bankruptcy Court for the Southern District of New York (the “*Bankruptcy Court*”), commencing their Chapter 11 bankruptcy cases (the “*Bankruptcy Cases*”); and

WHEREAS, on July 5, 2012, the Bankruptcy Court entered an order (the “*Conditional Sale Order*”), among other things, authorizing Kodak and its affiliated debtors-in-possession to sell the Assigned Assets, free and clear of Claims and Interests (except for and subject to “Permitted Encumbrances” as defined in the Conditional Sale Order), subject to the Bankruptcy Court’s entry of the Final Sale Order; and

WHEREAS, on July 30, 2012, the Bankruptcy Court entered an Order Clarifying Conditional Sale Order With Respect to Good Faith Deposits In Connection With The Sale Of Patent Assets (the “*Clarifying Order*”), among other things, clarifying the bidding and deposit procedures set forth in the Conditional Sale Order; and

WHEREAS, Kodak owns certain Patents that Kodak desires to sell to Buyer and Buyer desires to purchase from Kodak pursuant to Section 363 of the Bankruptcy Code, in accordance with and subject to the terms and conditions of the Conditional Sale Order, the Clarifying Order and the Final Sale Order, and Kodak and Buyer desire to enter into such other agreements as are set forth herein; and

WHEREAS, simultaneously with the execution and delivery of this Agreement, (i) Kodak and certain of the Licensees have entered into certain acknowledgements and agreements with respect to the ITC Proceedings and (ii) Kodak, FlashPoint Technology, Inc. (“*FlashPoint*”) and the other parties thereto have entered into the FlashPoint Agreements;

WHEREAS, each Reviewing Creditor has notified Kodak and Buyer in writing or by email that (i) it does not object to Kodak (x) executing and delivering this Agreement and each Ancillary Agreement (each in the form presented to such Reviewing Creditor), (y) performing its obligations under this Agreement and under each Ancillary Agreement, or (z) consummating the transactions contemplated under this Agreement in accordance with the terms of this Agreement; and

WHEREAS, Kodak and Buyer acknowledge and agree that the purchase of the Patents by Buyer and the entry by Kodak and Buyer into this Agreement and the performance of the obligations hereunder and the consummation of the transactions described herein by Kodak and Buyer are and have been at arm's length and in good faith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Certain Definitions. In addition to any other terms defined herein, the following terms will have the following meanings when used in this Agreement:

“*Action*” means any litigation, action, claim, suit, charge, binding arbitration, or other legal, administrative or judicial proceeding or investigation, including intellectual property litigation (including infringement, indemnification, and declaratory judgment actions).

“*Administrative Expense*” means an expense of administration in the Bankruptcy Cases of the type described in section 503(b) of the Bankruptcy Code and with the priority described in section 507(a)(2) of the Bankruptcy Code.

“*Affiliate*” means, with respect to any Person, any other Person that Controls, is Controlled by, or is under common Control with, such Person at any time during the period for which the determination of affiliation is being made; provided, however, that in each case such Person will be deemed an Affiliate only so long as such Control exists.

“*Aggregate Transaction Value*” means the sum of the License Fees plus the Closing Amount.

“*Agreement*” has the meaning set forth in the preamble.

“*Alternative Transaction*” means the sale, transfer or other disposition, directly or indirectly, of ownership of any substantial portion of the Assigned Assets, in a transaction or series of transactions with one or more Third Parties.

“*Ancillary Agreements*” has the meaning specified in Section 5.7.

“*Antitrust Laws*” means any antitrust, competition or trade regulatory Laws of any Governmental Entity, including the HSR Act.

“*Apple Disputed Patents*” has the meaning set forth in the definition of Permitted Encumbrances.

“*Assigned Assets*” has the meaning set forth in Section 2.1(b).

“*Assigned Patents*” means

(a) those patents and patent applications listed on Schedule 1.1(a) (all such patents and patent applications, collectively, “**Scheduled Patents**”);

(b) national (of any country of origin) and regional patents or patent applications (i) to which any of the Scheduled Patents claims priority (directly or indirectly), (ii) for which any of the Scheduled Patents forms a basis for priority (directly or indirectly), (iii) with respect to which a terminal disclaimer has been filed referencing any of the Scheduled Patents; (iv) that are referred to in any terminal disclaimer filed with respect to any of the Scheduled Patents;

(c) reissues, reexaminations, continuations, continuations in part (only with respect to subject matter disclosed in the Scheduled Patents), divisionals, requests for continuing examinations or continuing prosecution applications, or design registrations of any item in any of the foregoing categories (a) and (b);

(d) national (of any country of origin) and regional counterparts of any item in any of the foregoing categories (a) through (c), including certificates of invention, design registrations and utility models; and

(e) all inventions claimed in any of the items in clauses (a) through (d);

(f) all rights provided by treaties or conventions for any item in any of the foregoing categories (a) through (e).

Notwithstanding the foregoing, “Assigned Patents” does not include the patents set forth on Schedule 1.1(g).

“**Assigned Royalty Streams**” means all rights of Kodak to receive royalties, license fees or other payments accruing or arising after the Closing with respect to (i) the license of Patents by Kodak to Third Parties pursuant to those agreements listed on Schedule 1.1(b), and (ii) any renewal, extension, modification, or amendment of any release, license, immunity, covenant not to assert or similar right granted with respect to an Assigned Patent in a Scheduled Agreement, in the case of each of (i) and (ii) as well as all rights of Kodak to enforce such royalty or license fee obligations; provided, however, that “Assigned Royalty Streams” will not include any royalties, license fees or other payments that accrue or arise (or that may have accrued or arisen) under (i) any such agreements listed on Schedule 1.1(b) to the extent resulting from the licensee’s sales of products or services, or breaches of such agreements related to a licensee’s sales of products or services prior to January 1, 2013 if Closing occurs before December 31, 2012 or prior April 1, 2013 if Closing occurs after December 31, 2012, or (ii) any Scheduled Agreement, other than any such agreement listed on Schedule 1.1(b), that is rejected by Kodak, which Kodak will be free to do at its sole discretion and without incurring any obligation to Buyer or its Designee (if applicable).

“**Assumed Liabilities**” has the meaning set forth in Section 2.2.

“**Assumption Agreement**” has the meaning set forth in Section 3.3(a)(v).

“**Bankruptcy Cases**” has the meaning set forth in the Recitals.

“*Bankruptcy Code*” has the meaning set forth in the Recitals.

“*Bankruptcy Court*” has the meaning set forth in the Recitals.

“*Bankruptcy Rules*” means the United States Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the U.S. Bankruptcy Court for the Southern District of New York.

“*Bid Account*” has the meaning set forth in the Clarifying Order.

“*Bidco DC/KISS Patent License Agreement*” has the meaning set forth in Section 3.3(a)(vii).

“*Business Day*” means a day on which the banks are opened for business (Saturdays, Sundays, statutory and civic holidays excluded) in New York, New York, United States.

“*Buyer*” has the meaning set forth in the preamble.

“*Buyer Confidential Information*” has the meaning set forth in Section 5.9(b).

“*Buyer Non-Disclosure Agreement*” has the meaning set forth in Section 5.2.

“*Case Management Procedures*” has the meaning set forth in the Conditional Sale Order.

“*Claim*” has the meaning ascribed to the term “claim” in Section 101(5) of the Bankruptcy Code.

“*Clarifying Order*” has the meaning set forth in the Recitals.

“*Closing*” means the consummation of the Transaction.

“*Closing Amount*” has the meaning set forth in Section 3.1.

“*Closing Date*” means the date on which the Closing of the Transaction is consummated.

“*Common Interest Agreement*” means an agreement, in a form to be mutually agreed reasonably and in good faith following the date hereof and prior to the Closing Date, by and among the Parties, to be dated and effective as of the Closing Date, providing for the common interest privilege to attach, to the maximum extent permitted by applicable Law, to any privileged Patent Documents or other privileged documents to be acquired by Buyer and/or Buyer’s Designee (as applicable) pursuant to this Agreement (it being understood that such Common Interest Agreement shall not diminish, terminate or otherwise affect any attorney-client privilege, protection pursuant to the work product doctrine or other privilege or protection of any Party with respect to any such documents).

“*Conditional Sale Order*” has the meaning set forth in the Recitals.

“**Contract**” means any written contract, license, lease or other agreement.

“**Control**” (and all of its correlative meanings) of an entity means ownership or control, direct or indirect, of (a) more than fifty percent (50%) of the then-outstanding shares or securities of such entity (representing the right to vote generally for the election of directors or other managing authority), (b) if such entity does not have outstanding shares or securities (representing the right to vote generally for the election of directors or other managing authority), more than fifty percent (50%) of the then-outstanding ownership interests representing the right to make the decisions for such entity, or (c) the power to appoint a majority of directors or other management authority of such entity or otherwise effectively direct the affairs of the entity, whether by agreement, ownership of shares, securities or equity interests or otherwise.

“**Deposit**” has the meaning set forth in Section 3.2(a).

“**Designee**” has the meaning set forth in Section 8.3.

“**Designee Confidential Information**” has the meaning set forth in Section 5.9(c).

“**Designee Non-Disclosure Agreement**” has the meaning set forth in Section 5.2.

“**DIP Facility**” means Kodak’s post-petition debtor-in-possession financing facility provided pursuant to the Debtor-in-Possession Credit Agreement, dated as of January 20, 2012, as it may be amended, supplemented, modified or replaced from time to time.

“**Disclosure Schedule**” means the disclosure schedule delivered to Buyer by Kodak and dated as of the date of this Agreement, as amended or modified pursuant to Section 8.9.

“**Distribution Notice**” means the distribution notice substantially in the form attached to the Escrow Agreement as Exhibit 1.3, authorizing the disbursement of the Deposit to Kodak.

“**Electronic Data Room**” means the BMC Group electronic data site entitled “Komodo”.

“**Escrow Account**” has the meaning set forth in the Clarifying Order.

“**Escrow Agreement**” means the Escrow Agreement, dated as of the date hereof, by and between Kodak, Buyer and The Bank of New York Mellon, attached hereto as Annex II.

“**Excluded Expenses**” means reasonable and documented out of pocket costs and expenses, including attorneys’ and advisors’ fees and expenses, incurred in complying with or responding to (a) the HSR Act or other national merger control regime; (b) the Exon-Florio Amendment or other similar national security laws and/or (c) a subpoena, civil investigative demand, or other compulsory process, or any request for voluntary production of information, testimony, or documents in lieu of a compulsory process issued by (x) the Federal Trade Commission, Antitrust Division of the Department of Justice, European Commission, or other

national competition authority or (y) the Committee on Foreign Investment in the United States or any other national security agency.

“Excluded Liabilities” means any and all liabilities or obligations of Kodak related to the Assigned Assets and any other obligations, liabilities or Interests related to the Assigned Assets for any period prior to Closing, in each case which are not Assumed Liabilities (including those items specifically described in Section 2.2).

“Exon-Florio Amendment” means Section 721 of Title VII of the Defense Production Act of 1950, as amended by the Omnibus Trade and Competitiveness Act of 1988.

“Expense Adjustment Amount” means (i) the amount, up to Five Million US Dollars (\$5,000,000) by which the Expenses are greater than Five Million US Dollars (\$5,000,000), or (ii) the amount by which the Expenses are less than Five Million US Dollars (\$5,000,000); provided that (x) any amount which is calculated pursuant to clause (i) above shall be deemed to be a negative number, and (y) in no event shall an Expense Adjustment Amount calculated pursuant to clause (i) or (ii) be greater than Five Million US Dollars (\$5,000,000).

“Expenses” means all reasonable and documented out of pocket costs and expenses related to attorneys’ fees, court fees, witnesses and experts which, in the aggregate, are in excess of Fifty Thousand US Dollars (\$50,000), incurred by Buyer after the date hereof and prior to Closing in connection with a Transaction Challenge, provided that Expenses shall in no event include (i) Excluded Expenses, (ii) fees for Buyer’s advisors other than attorneys’ fees and related disbursements, (iii) expenses to the extent related to any inquiry from, or dispute with, a Tax authority, or (iv) any costs or expenses incurred by (x) any Licensee or its Affiliates, (y) Buyer’s Designee or its Affiliates (if applicable) or (z) Buyer in connection with any agreement by Buyer to reimburse any Licensee, Buyer’s Designee (if applicable) or any other Person.

“Final Order” means any order or judgment which has not been reversed, vacated, or stayed, and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, reargument, or rehearing has expired, and as to which no appeal, petition for certiorari, or other proceedings for a new trial, reargument, or rehearing shall then be pending, or (b) if an appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument, or rehearing shall have expired; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such order shall not cause such order to not be a Final Order.

“Final Sale Hearing” has the meaning set forth in the Conditional Sale Order.

“Final Sale Order” means an order of the Bankruptcy Court that includes the express (x) findings of fact set forth in paragraphs O, P, R, Y, FF, II, JJ and KK set forth in the form attached as Annex I hereto and (y) authorizations and orders set forth in paragraphs 4, 8, 10, 13, 14, 23, 25, and 26 set forth in the form attached as Annex I hereto (in the case of each of (x)

and (y), with only those modifications as may be acceptable (a) to Buyer and (b) if the proposed modifications adversely affect Kodak, to Kodak, in each case, in their sole discretion), and which order shall otherwise be substantially in the form attached as Annex I hereto.

“**FlashPoint**” has the meaning set forth in the Recitals.

“**FlashPoint Agreements**” means the FlashPoint Settlement Agreement and the FlashPoint Supplemental Settlement Agreement.

“**FlashPoint Disputed Patents**” means U.S. Patent Nos. 5,493,335, 5,828,406, 6,147,703, 6,292,218, 6,441,854, 6,879,342, 7,210,161, 7,453,605, 7,742,084, 7,936,391, 6,288,743; 6,542,192; and 7,508,444.

“**FlashPoint Settlement Agreement**” means the Patent Ownership Rights Transfer and Assignment Agreement, dated as of the date hereof, among FlashPoint, Kodak, Buyer and Apple Inc.

“**FlashPoint Supplemental Settlement Agreement**” means the Stock Transfer and Release Agreement, dated as of the date hereof, between FlashPoint and Kodak.

“**FlashPoint Settlement Amount**” has the meaning set forth in Section 3.1.

“**Funding Commitment**” has the meaning set forth in Section 4.2(e)(i).

“**Governmental Approvals**” has the meaning set forth in Section 5.5(a).

“**Governmental Entity**” means any state, nation or international body or governmental organization, whether federal, state, county, local or foreign, or multinational, including but not limited to any agency, authority, official or instrumentality of any such government or political subdivision or any court, tribunal or arbitrator(s) of competent jurisdiction or any statutory authority.

“**HSR Act**” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder, and any successor to such statute, rules or regulations.

“**Indemnified Parties**” has the meaning set forth in Section 8.5.

“**Intercompany Contracts**” means any Contract, or oral agreement or arrangement, that grants a license, covenant not to sue or other similar right or immunity, in each case with respect to the Assigned Patents, among Kodak or any Affiliate of Kodak, on the one hand, and Kodak or any of its Affiliates, on the other hand, with respect to which no Third Party is a party.

“**Interests**” means all Liens, encumbrances, easements, encroachments, retentions of title, conditional sale arrangements, restrictive covenants, licenses, rights of first offer, rights of first refusal, options or any other limitations, restrictions, or interests of any kind.

“*ITC Proceedings*” means the proceedings in the U.S. International Trade Commission captioned Electronic Devices for Capturing and Transmitting Images, and Components Thereof, Inv. No. 337-TA-831 (Feb. 27, 2012) and Mobile Telephones and Wireless Communication Devices Featuring Digital Cameras, and Components Thereof, Inv. No. 337-TA-703 (Feb. 23, 2010).

“*Joinder Agreement*” has the meaning set forth in Section 8.3.

“*Kodak*” has the meaning set forth in the preamble.

“*Kodak Confidential Information*” has the meaning set forth in Section 5.9(a).

“*Kodak DC/KISS Grant-Back License Agreement*” has the meaning set forth in Section 3.3(a)(iii).

“*Kodak Retained Rights*” means all rights of Kodak (other than the Assigned Royalty Streams) under (a) all Contracts existing as of the date hereof or entered into after the date hereof through the Closing with the prior written consent of Buyer in accordance with Section 5.3, including (i) all rights of Kodak under such Contracts to collect and retain royalty and license fees with respect to the Assigned Patents and all rights to enforce payment thereof, other than the Assigned Royalty Streams, and (ii) all license rights granted to Kodak under such Contracts other than with respect to the Assigned Patents, and (b) the Kodak DC/KISS Grant-Back License Agreements.

“*Kodak’s Knowledge*” means the actual knowledge, after due inquiry, of (a) Timothy M. Lynch, in his capacity as Vice President, Chief IP Officer and Deputy General Counsel of Kodak, and (b) for purposes of (i) the definition of “Patent Documents” and (ii) Section 4.1(e)(i) only, Raymond L. Owens, in his capacity as Chief Patent Counsel of Kodak.

“*Law*” means any applicable law, statute, constitution, treaty, ordinance, rule, regulation, code, order, injunction, judgment or decree or judicial or administrative doctrine promulgated or issued by any Governmental Entity, including the Bankruptcy Code and Bankruptcy Rules.

“*License Fee*” or “*License Fees*” has the meaning set forth in Section 5.14.

“*Licensee*” means each licensee identified on Schedule 3.3(a) to this Agreement and that will become a party to a Bidco DC/KISS Patent License Agreement or a Retained Patents License Agreement pursuant to Section 5.14 of this Agreement.

“*Licensee Supplemental NDAs*” means the Non-Disclosure Agreements, each entered into as of the date set forth therein, by and between Kodak and each of the Licensees, whereby each such Licensee agrees from and after the Closing to be bound by the terms and conditions of Section 5.9(a) and Section 5.9(d) of this Agreement.

“*Lien*” means any lien (statutory, contractual, or otherwise), pledge, mortgage, deed of trust, security interest, hypothecation, charge, or similar interest, right, restriction, or limitation.

“*Notice of Final Sale Hearing*” has the meaning set forth in the Conditional Sale Order.

“*Outside Date*” has the meaning set forth in Section 7.1(i).

“*Party*” or “*Parties*” has the meaning set forth in the preamble.

“*Patent Assignment Agreement*” has the meaning set forth in Section 3.3(a)(i).

“*Patent Documents*” means, with respect to the Assigned Patents, to the extent available, (a) all letters patent, (b) all assignment agreements, (c) documents and materials evidencing dates of invention, including dates of conception and reduction to practice, (d) prosecution history files for all issued, pending or abandoned Assigned Patents, (e) a current electronic copy of a docketing report for the Assigned Patents accurately setting forth to the best of Kodak’s Knowledge any and all dates relevant to the prosecution or maintenance of the Assigned Patents, including information relating to deadlines, payments and filings for the Assigned Patents, and the names, business, business addresses, business email addresses, and business phone numbers of all prosecution counsel and agents, except for the contact information of any in-house attorney of Kodak (Chalon), which shall not be provided, and (f) claim charts, in each case, in the possession of Kodak or its counsel who have been involved in the prosecution and maintenance of the Assigned Patents. For the avoidance of doubt, Patent Documents shall not include information related exclusively to Taxes.

“*Patent Power of Attorney*” means documents appointing attorneys for Buyer (and/or its Designee, as applicable) with full power to execute documents and take all other steps solely in connection with (i) effectuating and implementing the assignment of the Assigned Assets to Buyer (and/or Buyer’s Designee, as applicable) pursuant to this Agreement, (ii) perfecting Buyer’s (and/or its Designee’s, as applicable) title in, to and under the Assigned Patents pursuant to such assignment and (iii) as otherwise necessary for related bona fide purposes on a limited, case-by-case basis with the consent of Kodak (not to be unreasonably withheld or delayed), in each of cases (i) through (iii), to the extent required by applicable Law in respect of filings in patent offices of various countries around the world, at or after Closing, including, to the extent required by applicable Law with respect to United States Patents, the power of attorney substantially as set forth in the form at Exhibit F, and similar forms as required for each of the various countries.

“*Patents*” means all United States and foreign patents and applications therefor and all inventions claimed therein, and all reissues, divisions, renewals, revisions, revivals, reexaminations, extensions, provisional patent applications, continuations, utility models, continuing prosecution applications and continuations-in-part thereof.

“*Permitted Encumbrances*” means:

- (a) the SSO Commitments;
- (b) any rights of any Third Party to a Rejected Agreement under section 365(n) of the Bankruptcy Code;

(c) any and all releases, licenses, immunities, covenants not to assert and similar rights of a counter-party under a Scheduled Agreement in respect of any Assigned Patent (including any rights of a counter-party under a Scheduled Agreement in respect of any Assigned Patent that are binding on an assignee of an Assigned 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 a counter-party exist as of Closing or are provided for in a Scheduled Agreement as of Closing, and (y) where such Scheduled Agreement is not rejected by Kodak (provided that if Kodak rejects such Scheduled Agreement at any time, the foregoing clause (b) shall be deemed to apply thereto);

(d) any rights of a licensee of intellectual property comprising the Assigned Patents under any written license agreement entered into after the date hereof through the Closing with prior written consent of Buyer in accordance with Section 5.3;

(e) any other rights and interests set forth in the Final Sale Order that will not be discharged as set forth on Schedule 1.1(c), or that are not dischargeable by the Bankruptcy Court under applicable Law;

(f) any and all Claims and Interests of Apple Inc. with respect to inventorship, ownership of, or other rights with respect to, U.S. Patent Nos. 5,493,335, 5,828,406, 6,147,703, 6,292,218, 6,441,854, 6,879,342, 7,210,161, 7,453,605, 7,742,084 and 7,936,391 (collectively, the “*Apple Disputed Patents*”); provided that, nothing herein shall be construed as an admission of validity of any of the foregoing Claims and Interests;

(g) all licenses (express or implied) or covenants not to assert with respect to any of the Assigned Patents granted to a Third Party under Product Licenses;

(h) any co-ownership interests in the Assigned Patents set forth on Schedule 1.1(f);

(i) the licenses, releases, covenants and rights of (i) any licensee under any Bidco DC/KISS Patent License Agreement, or (ii) any counter-party under the agreements set forth on Schedule 1.1(h) in respect of the Assigned Patents; and

(j) the rights of any licensee under the Kodak DC/KISS Grant-Back License Agreements.

To the extent that any purported license, sublicense, immunity, covenant not to sue or other similar right to an Assigned Patent granted by or through FlashPoint for Digita Software prior to June 5, 2003 to a FlashPoint Digita Software licensee in accordance with and subject to the terms and conditions of the Technology License Agreement between Kodak and FlashPoint dated March 17, 1997, is determined to be valid, such license, sublicense, immunity, covenant not to sue or other similar right shall be a Permitted Encumbrance. For the avoidance of doubt, “Permitted Encumbrances” shall not include any (i) obligations, liabilities or Interests related to Taxes, or (ii) Intercompany Contracts.

“*Person*” means an individual, corporation, partnership, limited liability company, association, trust, Governmental Entity, or any other entity or organization.

“**Petition Date**” has the meaning set forth in the Recitals.

“**Product License**” means any Contract entered into by, on behalf of or under authority of Kodak or its Affiliates, 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 by or on behalf of Kodak or its Affiliates, and (b) includes a non-exclusive grant of a license or similar rights (express or implied) under any of the Assigned Patents where such grant is limited to rights in connection with such product or service.

“**Rejected Agreement**” means any Scheduled Agreement that is rejected by Kodak.

“**Releasees**” has the meaning set forth in Section 5.15.

“**Releasers**” has the meaning set forth in Section 5.15.

“**Representative**” means, as to any Person, the directors, officers, employees, attorneys, accountants, partners, members, agents, consultants, financial advisors and other advisors of such Person.

“**Retained Patents License Agreement**” has the meaning set forth in Section 3.3(a)(vi).

“**Reviewing Creditors**” has the meaning set forth in the Bidding Procedures attached as Exhibit I to the Conditional Sale Order but excluding the 1114 Committee (as referenced therein).

“**Royalty Assignment Agreement**” has the meaning set forth in Section 3.3(a)(iv).

“**Sale Notice Parties**” has the meaning set forth in the Conditional Sale Order.

“**Scheduled Agreements**” means the agreements set forth on Schedule 1.1(d).

“**Settlement License**” has the meaning set forth in Section 5.17.

“**SSO Commitments**” means the promises, declarations and commitments granted, made or committed, in each case, in writing by Kodak to SSOs concerning any of the Assigned Patents pursuant to the written membership agreements, written by-laws or written policies of SSOs in which Kodak was a participant, in each case solely to the extent that (a) Kodak is required pursuant to such promises, declarations or commitments or applicable non-bankruptcy law to bind the Person to whom Kodak transfers the Assigned Patents to such promises, declarations or commitments, and (b) such promises, declarations or commitments constitute interests in property under applicable U.S. federal bankruptcy Law.

“**SSO**” means a standards-setting organization.

“**Subsidiary**” means any Person that is Controlled by a party hereto.

“**Successful Bid**” has the meaning set forth in the Conditional Sale Order.

“**Successful Bidder**” has the meaning set forth in the Conditional Sale Order.

“**Supplemental Non-Disclosure Agreements**” means the Supplemental Agreements, dated as of October 25, 2012, between Kodak and each of Buyer and Buyer’s Designee (as applicable).

“**Supplemental Sale Motion**” means a supplement to the motion, dated June 11, 2012, seeking entry of the Conditional Sale Order, reasonably satisfactory to Buyer in both form and substance, declaring the Transaction as the Successful Bid and seeking entry of the Final Sale Order.

“**Tax**” or “**Taxes**” means federal, state, local, foreign or other tax, duty, levy, import fee, assessment or other Governmental Entity charge, including all income, withholding, excise, sales, use, value added, transfer, stamp, documentary, filing, recordation, property and other similar taxes or governmental fees (excluding fees and charges payable to governmental patent offices, maintenance fees and prosecution costs), however denominated, together with any interest and penalties, additions to tax and additional amounts imposed or assessed with respect thereto.

“**Termination Expenses**” means Buyer’s reasonable and documented out-of-pocket costs and expenses, including attorneys’ expenses and advisors’ fees and expenses, incurred in connection with Transaction, such amount not to exceed in the aggregate 2% of the Aggregate Transaction Value; provided that such amount shall in no event include (a) fees or expenses of any advisors other than attorneys in excess of One Million Two Hundred Thousand US Dollars (\$1,200,000) in the aggregate or (b) any costs or expenses incurred by (i) any Licensee or its Affiliates, (ii) Buyer’s Designee or its Affiliates (if applicable) or (iii) Buyer in connection with any agreement by Buyer to reimburse any Licensee, Buyer’s Designee (if applicable) or any other Person.

“**Third Party**” means any Person that is not (a) a party hereto or an Affiliate of a party hereto or (b) a successor (including a successor to a debtor under a plan of reorganization for purposes of Section 1145 of the Bankruptcy Code) to a party or a trustee, receiver or administrator of a Debtor or any of its assets or property.

“**Third Party Agreement**” has the meaning set forth in Section 5.12.

“**Third Party Funding**” has the meaning set forth in Section 4.2(e)(ii).

“**Transaction**” means (a) the purchase and sale of the Assigned Assets and the license back to Kodak under the Kodak DC/KISS Grant-Back License Agreements of the Assigned Patents, (b) the execution and delivery of the Bidco DC/KISS Patent License Agreements, (c) the execution and delivery of the Retained Patents License Agreements, and (d) the assumption by Buyer (or its Designee, as applicable) of the Assumed Liabilities, all as contemplated by this Agreement.

“**Transaction Challenge**” means any Action seeking to investigate, challenge, stay, vacate, reverse, enjoin, prohibit, object to, amend or modify the terms of, or seek damages in respect of, the Transaction, either in whole or in part, other than an Action by (a) Buyer, Buyer’s Designee, FlashPoint, any Licensee or any of their respective Affiliates or (b) Kodak to enforce the terms of this Agreement, the Funding Commitment or otherwise with respect to the Transaction.

“**Transaction Documents**” means this Agreement and the Ancillary Agreements.

“**Transfer Tax**” has the meaning set forth in Section 5.8(a).

Section 1.2 Interpretation. The words “herein,” “hereof,” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement. Wherever the word “include,” “includes,” or “including” is used in this Agreement, it will be deemed to be followed by the words “without limitation.” References to (a) “Article,” “Schedule” or “Section” are to the respective Articles, Schedules and Sections of this Agreement, and references to “Exhibit” are to the respective Exhibits annexed hereto, (b) a “party” means a party to this Agreement and such party’s successors and permitted assigns and (c) \$ or “dollars” refer to United States dollars. Terms defined in the singular have a comparable meaning when used in the plural, and vice versa.

ARTICLE II

ASSIGNMENT AND ASSUMPTION

Section 2.1 Assignment.

(a) **Assignment of Patents.** On the terms and subject to the conditions set forth herein, at Closing, Kodak will assign, convey, sell and transfer to Buyer (and, to the extent Buyer identifies a Designee in accordance with Section 8.3 of this Agreement, such Designee), and Buyer (and its Designee, as applicable) will purchase and accept from Kodak, all of Kodak’s right, title and interest throughout the world in and to the Assigned Patents, including any right that Kodak has (i) to sue for past, present or future infringement, misappropriation or violation of rights relating to the Assigned Patents and to retain any damages and profits due or accrued, and (ii) to collect royalties and other payments under or on account of any of the Assigned Patents, in each case free and clear of all Claims and all Interests except for and subject to the Permitted Encumbrances and the Kodak Retained Rights. In the event that any rights to any of the Assigned Patents have been or are assigned to any of Kodak’s Affiliates, Kodak shall, prior to the Closing, cause each such Affiliate to assign to Kodak all of such Affiliate’s right, title and interest throughout the world in and to such Assigned Patents, including the rights described in the immediately preceding sentence which are related thereto.

(b) **Assignment of Royalty Streams.** On the terms and subject to the conditions set forth herein, at Closing, Kodak will assign, convey, sell and transfer to Buyer, and Buyer will purchase and accept from Kodak, all of Kodak’s right, title and interest in and to the Assigned Royalty Streams (such right, title, and interest together with the Assigned Patents, the “**Assigned Assets**”), in each case free and clear of all Claims and all Interests except for and

subject to the Permitted Encumbrances and the Kodak Retained Rights. Notwithstanding anything to the contrary in this Agreement, the Assigned Assets do not include, and Kodak shall retain all rights in and to, the Kodak Retained Rights.

(c) Buyer (and its Designee, as applicable) acknowledges that the Assigned Patents are assigned and transferred subject to the SSO Commitments. Buyer (and its Designee, as applicable) hereby commits to respect the SSO Commitments, solely with respect to the Assigned Patents, and solely to the same extent as the SSO Commitments are binding upon Kodak prior to the transfer of the Assigned Patents herein; provided however that nothing herein shall be construed as a commitment or agreement by Buyer (or its Designee, as applicable) or its (or its Designee's) Affiliates to subject any Patents other than the Assigned Patents to the SSO Commitments. Buyer (and its Designee, as applicable) shall confirm in writing to the U.S. Department of Justice, Antitrust Division, to the extent (i) requested by such Governmental Entity and (ii) required by applicable Law, the existence and scope of Buyer's (or its Designee's, as applicable) commitments under this Section 2.1(c).

Section 2.2 Assumption of Obligations and Liabilities. On the terms and subject to the conditions set forth herein, from and after the Closing, Buyer (or its Designee, as applicable) will assume, and following Closing will discharge or perform when due: (a) all liabilities and obligations with respect to all maintenance fees and prosecution costs with the U.S. Patent and Trademark Office and any foreign patent offices related to the Assigned Patents associated with the ownership or exploitation by or through Buyer (or its Designee, as applicable) of the Assigned Assets, or otherwise arising by or through Buyer (or its Designee, as applicable), after the Closing; (b) all liabilities and obligations arising under or relating to Buyer's or Buyer's Designee's (if applicable) or any of their respective Affiliates' ownership, enforcement or exploitation of the Assigned Assets on or after Closing; (c)(i) the licenses and releases granted, covenants not to assert made, and obligations of Kodak, in each case to any licensee under any Bidco DC/KISS Patent License Agreement, (ii) to the extent that any Permitted Encumbrance represents an obligation to forebear from taking any action, such obligation or (iii) the licenses and releases granted, covenants not to assert made, and obligations of Kodak, in each case to any counter-party to one of the agreements set forth on Schedule 1.1(h) arising under such agreements set forth on Schedule 1.1(h) solely with respect of the Assigned Patents and solely to the extent such licenses and releases granted, covenants made, and obligations exist as of Closing or are provided for in a Scheduled Agreement as of Closing; provided that (x) Buyer (or its Designee, as applicable) shall only assume those releases, licenses, immunities, covenants and obligations that can by their nature only be performed by the owner of the Assigned Patents, (y) Buyer (and its Designee, as applicable) shall not assume any financial or financial reporting covenants or obligations imposed upon Kodak under the agreements set forth on Schedule 1.1(h) and (z) if any expansion, extension or renewal after Closing of, or any grant of additional rights under, such licenses and releases granted, covenants not to assert made, or obligations, in each case, require any consent or agreement of Kodak, Kodak shall decline to provide such consent or agreement where it can do so without violating any such license, release, covenant not to assert or obligation; and provided further that in no event shall Buyer (or its Designee, as applicable) assume any license, release, obligation or covenant with respect to anything (including any Patents) other than with respect to the Assigned Patents; and (d) all liabilities and obligations of Buyer (or its Designee, as applicable) pursuant to Section 5.8 (collectively, the "*Assumed Liabilities*"). Buyer (and its Designee, as applicable)

will not assume any liability or obligation other than the Assumed Liabilities. Except for the Assumed Liabilities, Kodak and its Affiliates will retain all of their respective liabilities and obligations arising under or relating to (i) Kodak's or any of its Affiliates' ownership, enforcement or exploitation of the Assigned Assets prior to the Closing to the extent such liability or obligation is not an Assumed Liability, provided that the foregoing shall not limit Kodak's obligations under Section 5.4(c), and (ii) any Contract concerning or relating to the Assigned Patents, each of which, for the avoidance of doubt, shall constitute an Excluded Liability. None of Kodak or any of its Affiliates will retain, assume or otherwise be responsible for any liability or obligation to the extent arising under or relating to ownership, enforcement or exploitation of the Assigned Assets from and after Closing. Nothing in this Section 2.2 shall be construed to obligate Buyer (or its Designee, as applicable) to maintain any Assigned Assets, continue the prosecution of any Assigned Patents or continue the prosecution of or enforce any Assigned Patents. At Closing, Buyer will pay to Kodak Three Hundred Ninety-Two Thousand US Dollars (\$392,000) by wire transfer of immediately available funds in respect of maintenance fees and prosecution costs that Kodak has paid in respect of the Assigned Patents for any period that ends after the Closing Date, subject to the immediately succeeding sentence. If the Closing occurs on or after February 1, 2013, Buyer (or its Designee, as applicable) will pay to Kodak at Closing such additional amounts corresponding to any additional maintenance fees and prosecution costs paid by Kodak on or after February 1, 2013 in respect of the Assigned Patents.

Section 2.3 No Assignment of Contracts or Kodak Retained Rights. For the avoidance of doubt, Kodak is not assigning (including under section 365 of the Bankruptcy Code or otherwise) hereunder or in any Ancillary Agreement any license agreement or other Contract, or any Kodak Retained Rights.

Section 2.4 Excluded Liabilities. It is expressly understood and agreed that Buyer (and its Designee, as applicable) is not assuming or becoming obligated to pay, perform or otherwise discharge or in any other manner become liable or responsible for any of the Excluded Liabilities. Buyer (and its Designee, as applicable) has no, and from and after the Closing, Buyer (and its Designee, as applicable) shall have no liability with respect to any Excluded Liability as a result of this Agreement. As between Kodak and Buyer (or Buyer's Designee, as applicable), Kodak shall be responsible for all Excluded Liabilities.

ARTICLE III

PURCHASE PRICE; CLOSING

Section 3.1 Purchase Price. In consideration for the sale, assignment, transfer and conveyance of the Assigned Assets to Buyer (and its Designee, as applicable), at the Closing, Buyer (and its Designee, as applicable) will pay to Kodak cash in an amount equal to Five Hundred and Twenty-Seven Million US Dollars (\$527,000,000) less (i) the License Fees, plus (ii) the Expense Adjustment Amount (such amount, the "**Closing Amount**"); provided, however, that, of the Closing Amount, Buyer shall pay (in lieu of direct payment to Kodak), on behalf of Kodak, Five Million US Dollars (\$5,000,000) to FlashPoint to effect the settlement contemplated by the FlashPoint Settlement Agreement (the "**FlashPoint Settlement Amount**"); provided, further that in no event shall the Aggregate Transaction Value exceed Five Hundred and Thirty-Two Million US Dollars (\$532,000,000) or be less than Five Hundred and Twenty-Two Million

US Dollars (\$522,000,000); provided, further, that, in the event that an “Alternate Transaction Event” (as defined in the Funding Commitment) occurs, the Aggregate Transaction Value and the aggregate License Fees to be received by Kodak for purposes of Section 6.3(d) will be modified in accordance with Section 2(b) of the Funding Commitment.

Section 3.2 Deposit.

(a) Pursuant to the Clarifying Order, Buyer has previously delivered, or caused to be delivered, to Kodak a good-faith, refundable, cash deposit into the Bid Account in an amount equal to Ten Million US Dollars (\$10,000,000) (the “**Deposit**”). In accordance with the terms of the Clarifying Order, simultaneously with the execution of this Agreement, Kodak shall transfer the Deposit to an Escrow Account which shall be subject to the Escrow Agreement. The Deposit will (y) be credited at the Closing against the Closing Amount and/or any License Fees in respect of those Persons who contributed to the Deposit, or (z) if the Closing has not occurred (i) retained by Kodak pursuant to the terms of the Escrow Agreement, or (ii) returned to Buyer pursuant to the terms of the Escrow Agreement. In the event that Buyer is not named the Successful Bidder, the Deposit shall be returned to Buyer pursuant to the terms of the Clarifying Order.

(b) Until such time as Kodak first becomes entitled to withdraw or be paid the Deposit pursuant to the terms of the Escrow Agreement, the Bid Account and the Deposit shall be deemed not to constitute property, an asset or liability of Kodak, and no lien or security interest therein shall attach and no steps or filings to create or perfect security interests in favor of the lenders or secured parties under the DIP Facility or any other person shall be taken or required.

Section 3.3 Closing; Closing Deliveries. Subject to satisfaction or waiver, as applicable, of all of the conditions set forth in Article VI hereof, Closing will take place at the offices of Kodak’s counsel, Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004 (or at such other place as the parties may designate in writing) at 9:00 a.m., local time in New York, New York, on the date that is two (2) Business Days following the satisfaction or waiver, as applicable, of all of the conditions set forth in Article VI hereof (other than conditions that by their nature are to be satisfied at Closing, but subject to the satisfaction or waiver, as applicable, of such conditions), but no sooner than forty-five (45) consecutive days immediately following the date hereof, unless another time or date, or both, are agreed to in writing by the parties hereto. Unless otherwise agreed by the parties in writing, Closing will be deemed to have occurred at 5:00 p.m. (New York, New York time) on the Closing Date. At Closing the parties will take the following actions or make the following deliveries:

(a) **Kodak’s Deliveries.** At Closing, Kodak will deliver or cause to be delivered to Buyer (and/or its Designee, as applicable) the following documents:

(i) duly executed general assignments with respect to the Assigned Patents for each of Buyer and Buyer’s Designee (as applicable), in the forms attached as Exhibit I and dated as of the Closing Date (each a “**Patent Assignment Agreement**”) (it being understood that Kodak will deliver jurisdiction-specific assignments, suitable for

recordation or filing in relevant jurisdictions, following Closing and in accordance with Section 5.4);

(ii) electronic copies of all agreements on Schedule 1.1(b) and Schedule 1.1(d); provided, however, that (i) Kodak may retain copies of such agreements solely for its own record keeping, regulatory, historical, and litigation purposes and (ii) unredacted copies of such agreements shall be delivered only in accordance with the terms of the Supplemental Non-Disclosure Agreements;

(iii) a counterpart of the applicable license agreement for each of Buyer and Buyer's Designee (as applicable), in the forms attached as Exhibit A and dated as of the Closing Date (each a "**Kodak DC/KISS Grant-Back License Agreement**"), duly executed by Kodak;

(iv) a counterpart of the applicable assignment agreement for each of Buyer and Buyer's Designee (as applicable), in the forms attached as Exhibit B and dated as of the Closing Date, delivering and assigning the Assigned Royalty Streams to Buyer (and its Designee, as applicable) (each a "**Royalty Assignment Agreement**"), duly executed by Kodak;

(v) a counterpart of the applicable assumption agreement for each of Buyer and Buyer's Designee (as applicable), in the forms attached as Exhibit C and dated as of the Closing Date, pursuant to which Buyer (and its Designee, as applicable) assumes the Assumed Liabilities (each an "**Assumption Agreement**"), duly executed by Kodak;

(vi) a counterpart of the applicable license agreement for each of the Persons set forth on Schedule 3.3(a) in the forms attached as Exhibit D applicable to such Person (each a "**Retained Patents License Agreement**"), duly executed by Kodak;

(vii) a counterpart of the applicable license agreement for each of the Persons set forth on Schedule 3.3(a) in the forms attached as Exhibit E applicable to such Person (each a "**Bidco DC/KISS Patent License Agreement**"), duly executed by Kodak;

(viii) a counterpart to the Common Interest Agreement, duly executed by Kodak;

(ix) a counterpart to the Patent Power of Attorney, in the form attached as Exhibit F and dated as of the Closing Date, duly executed by Kodak (it being understood that Kodak will deliver jurisdiction-specific Patent Powers of Attorney following Closing and in accordance with Section 5.4);

(x) an Internal Revenue Service Form W-9;

(xi) a receipt for the Closing Amount;

(xii) a counterpart of the Distribution Notice, duly executed by Kodak;

(xiii) the officer's certificate referred to in Section 6.2(a) and (b); and

(xiv) (A) a copy of the Final Sale Order as entered by the Bankruptcy Court, (B) a copy of the docket in the Bankruptcy Cases as of the Closing Date, (C) a copy of the docket in any case related to any appeal from the Final Sale Order as of the Closing Date, and (D) a duly executed and acknowledged certificate from Kodak, in substantially the form set forth as Exhibit G, certifying that each of Kodak's deliveries pursuant to subsections (A) through (C) of this Section 3.3(a)(xiv) are true and correct as of the Closing Date.

(b) **Buyer's Deliveries.** At Closing, Buyer (and Buyer's Designee, as applicable) will deliver or cause to be delivered to Kodak and, in the case of clause (ii) below, on behalf of Kodak, to FlashPoint:

(i) the Closing Amount (less (x) the applicable portion of the Deposit credited thereto pursuant to Section 3.2(a) and (y) the FlashPoint Settlement Amount), by wire transfer of immediately available funds to the bank account provided at least three (3) days prior to the Closing Date by Kodak to Buyer in writing (or such other method of delivery mutually agreed by Kodak and Buyer), and Kodak will have received all of the same at the Closing;

(ii) the FlashPoint Settlement Amount, by wire transfer of immediately available funds to the bank account provided in the FlashPoint Settlement Agreement (or such other method of delivery mutually agreed by Buyer and FlashPoint), and FlashPoint will have confirmed receipt of such amount by an electronic mailing (effective upon receipt thereof);

(iii) a counterpart of the Kodak DC/KISS Grant-Back License Agreement, duly executed by Buyer (and its Designee, as applicable);

(iv) a counterpart of the Royalty Assignment Agreement, duly executed by Buyer (and its Designee, as applicable);

(v) a counterpart of the Assumption Agreement, duly executed by Buyer (and its Designee, as applicable);

(vi) a counterpart of the applicable Retained Patents License Agreement, duly executed by each of the Persons set forth on Schedule 3.3(a);

(vii) the counterpart of the applicable Bidco DC/KISS Patent License Agreement, duly executed by each of the Persons set forth on Schedule 3.3(a);

(viii) a counterpart to the Common Interest Agreement, duly executed by Buyer (and its Designee, as applicable);

(ix) a counterpart of the Distribution Notice, duly executed by Buyer;
and

(x) the officer's certificate referred to in Section 6.3(a) and (b).

(c) **Place of Delivery.** Kodak hereby agrees that any counterparts of a Bidco DC/KISS Patent License Agreement or Retained Patents License Agreement will be shipped via certified mail to an address designated by the licensee of such agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1 Kodak's Representations and Warranties. Kodak makes the following representations and warranties to Buyer (and Buyer's Designee, as applicable), which representations and warranties are qualified as to any matters disclosed on or referred to in the Disclosure Schedule (subject to Section 8.9) accompanying this Agreement:

(a) **Organization and Power.** Kodak is a corporation duly organized, validly existing and in good standing under the Laws of the State of New Jersey. Kodak has all requisite corporate power and authority to own the Assigned Patents.

(b) **Corporate Authorization.** Subject to entry of the Final Sale Order, (i) Kodak has full corporate power and authority to execute and deliver the Transaction Documents and to perform its obligations thereunder and (ii) the execution, delivery and performance by Kodak of the Transaction Documents have been duly and validly authorized and no additional corporate authorization or consent is required in connection therewith.

(c) **Approvals; Non-Contravention.** Except for the filing of the Supplemental Sale Motion with and the entry of the Final Sale Order by the Bankruptcy Court, no consent, approval, waiver, authorization or novation is required to be obtained by Kodak from, and, no notice or filing is required to be given by Kodak to or made by Kodak with, any Person in connection with the execution, delivery and performance by Kodak of the Transaction Documents. Subject to the entry of the Final Sale Order, the execution, delivery and performance by Kodak of the Transaction Documents and the consummation of the Transaction, do not and will not: (i) violate any provision of the articles of incorporation, bylaws or other organizational documents of Kodak, (ii) conflict with, or result in the breach of, or constitute a default under, or result in the termination, cancellation or acceleration (whether after the filing of notice or the lapse of time or both) of any right or obligation of Kodak under, any Contract to which Kodak is a party or by which any of its assets is bound, or (iii) violate or result in a breach of or constitute a default under any Law to which Kodak is subject, other than, in the cases of clauses (ii) and (iii), conflicts, breaches, defaults, terminations, cancellations, accelerations or violations that would not reasonably be expected to be material to the completion of the Transaction. Except (a) objections to the Conditional Sale Order that were overruled or withdrawn and reservations of rights contained therein and (b) objections to the entry of the Final Sale Order that have or may be filed with the Bankruptcy Court (and any appeals related to such objections), there are no Actions pending or, to Kodak's Knowledge, threatened against Kodak in writing which seek to prohibit the consummation of the Transaction.

(d) **Binding Effect.** This Agreement has been duly executed and delivered by Kodak. This Agreement, when executed and delivered by Buyer, and the other Transaction Documents when executed and delivered at Closing, will, upon the entry of the Final Sale Order, constitute the valid and legally binding obligations of Kodak, enforceable against Kodak in accordance with their respective terms.

(e) **Assigned Patents.** In each case, except as specifically disclosed in the Electronic Data Room (other than with respect to the first sentence of Section 4.1(e)(i), to which such exception shall not apply) or as otherwise qualified in the following representations and warranties:

(i) Subject to the (i) Permitted Encumbrances, and except as set forth on Schedule 4.1(e)(i), Kodak owns all right, title, and interest to the Assigned Patents, including, without limitation, all right, title, and interest to sue for infringement of the Assigned Patents. Kodak has obtained and properly recorded previously executed assignments for the Assigned Patents as necessary to assign to Kodak all right, title and interest therein in accordance with governing law and regulations in each respective jurisdiction. Except as set forth on Schedule 4.1(e)(i), the Assigned Patents are free and clear of all Interests, except for and subject to the Permitted Encumbrances and the Kodak Retained Rights. Other than as set forth on Schedule 4.1(e)(i) and except for the ITC Proceedings, or any Action pending with or threatened by Buyer, Buyer's Designee, FlashPoint or the Licensees or any of their respective Affiliates, there are no actions, suits, investigations, claims, or proceedings pending or in progress or, to Kodak's Knowledge, threatened against Kodak in writing, relating to ownership or title in, or that would otherwise reasonably be expected to be material to Buyer's (and/or its Designee, as applicable) ownership of, the Assigned Patents. There are no existing contracts, agreements, options, commitments, or rights with, to, or in any Person to acquire title in or to any of the Assigned Patents.

(ii) Except as set forth on Schedule 4.1(e)(ii) and for (A) the Permitted Encumbrances (except for Product Licenses) and (B) the Kodak Retained Rights, (1) no exclusive licenses, promises, declarations or commitments under the Assigned Patent have been granted or retained by Kodak or, to Kodak's Knowledge, any prior owner or any inventor, and, after Closing, none of Kodak or, to Kodak's Knowledge, any prior owner or any inventor, will retain any rights or interest in the Assigned Patents; (2) Buyer (and its Designee, as applicable) will not be subject to any covenant not to sue or similar restrictions on its enforcement of the Assigned Patents as a result of any prior transaction related to the Assigned Patents; and (3) none of the Assigned Patents are required to be licensed on royalty free, RAND-Z or other similar royalty-free terms and conditions.

(iii) Except as set forth on Schedule 4.1(e)(iii), the Scheduled Agreements and the Product Licenses constitute all the licenses or covenants not to sue granted by Kodak or its Affiliates with respect to the Assigned Patents. Except as set forth on Schedule 4.1(e)(iii), complete copies (including all waivers, schedules and amendments) of all Scheduled Agreements (except to the extent disclosure of the terms or existence of a Contract is prohibited), have been made available to certain of Buyer's and its Designee's representatives in the Electronic Data Room.

(iv) Except as disclosed in Schedule 4.1(e)(iv), Kodak has not been notified in writing that it is in material breach of any Scheduled Agreement where such material breach would reasonably be expected to adversely affect Buyer's (or its Designee's, as applicable) rights in or to the Assigned Patents, nor has Kodak been notified in writing within the past six months of the other party's intention to terminate, amend or modify in any respect any such Scheduled Agreement where such termination, amendment or modification would reasonably be expected to adversely affect Buyer's (or its Designee's, as applicable) rights in or to the Assigned Patents.

(v) Except as set forth on Schedule 4.1(e)(v) and except for the ITC Proceedings and any assertion or claim made by Buyer, Buyer's Designee, FlashPoint or the Licensees or any of their respective Affiliates, there has been no assertion or claim made in writing to Kodak during the past two (2) years preceding the date of this Agreement asserting invalidity, misuse or unenforceability of the Assigned Patents or challenging Kodak's right to use, right to transfer, or exclusive ownership of the Assigned Patents.

(vi) Except as set forth on Schedule 4.1(e)(vi), each of the registrations for the Assigned Patents is currently in good standing and subsisting. All fees and charges payable to governmental patent offices, maintenance fees, prosecution costs, annuities, and the like due or payable on the Assigned Patents have been timely paid. For the avoidance of doubt, such timely payment includes payment of any maintenance fees for which the fee is payable (e.g., the fee payment window opens) even if the surcharge date or final deadline for payment of such fee would be in the future. If any of the Assigned Patents are terminally disclaimed to another Patent as of three (3) Business Days prior to the Closing Date, all Patents subject to such terminal disclaimer will be included in the Assigned Patents, except for those Patents set forth on Schedule 4.1(e)(vi).

(vii) As of the date hereof and as of the Closing, except as set forth on Schedule 4.1(e)(vii) and for the ITC Proceedings, or any Action pending with or threatened by Buyer, Buyer's Designee, FlashPoint or the Licensees or any of their respective Affiliates, there is no Action pending or threatened in writing before any Governmental Entity against Kodak involving the Assigned Patents.

(viii) All of Kodak's commitments to SSOs relating to the Assigned Patents are set forth on Schedule 1.1(e), and Kodak has furnished, to the extent in Kodak's possession, to Buyer (and its Designee, as applicable) all copies of all SSO membership agreements or founder agreements (to the extent Kodak is the founding entity of the SSO) to which Kodak is a party, all by-laws and policies for such SSOs, and all written declarations by Kodak to such SSOs and all agreements between Kodak and such SSOs under which Kodak has granted or waived any rights with respect to the Assigned Patents.

(f) **Finders' Fees.** Except for Lazard Frères & Co. LLC, the fees and expenses of which will be paid by Kodak, there is no investment banker, broker, finder or other intermediary who has been retained by or is authorized to act on behalf of Kodak or any Affiliate of Kodak who might be entitled to any fee or commission in connection with the Transaction.

(g) **Compliance with Conditional Sale Order.** Kodak has complied in all material respects with the Conditional Sale Order.

(h) **Tax Ownership.** For U.S. federal income tax purposes, each of the Assigned Patents (and, for the avoidance of doubt, with respect to the Assigned Patents set forth on Schedule 1.1(f) (Co-Owned Patents), only the interests in such Assigned Patents that are being assigned hereunder) is (and will be immediately prior to the Closing) owned directly by Kodak.

Section 4.2 Buyer's Representations and Warranties. Buyer makes the following representations and warranties to Kodak:

(a) **Organization and Power.** Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware. Buyer has all requisite corporate power and authority to carry on its business as now conducted.

(b) **Authorization.** Buyer has full power and authority to execute and deliver the Transaction Documents and to perform its obligations thereunder. The execution, delivery and performance by Buyer of the Transaction Documents have been duly and validly authorized and no additional authorization or consent is required in connection therewith.

(c) **Approvals; Non-Contravention.** No consent, approval, waiver, authorization or novation is required to be obtained by Buyer from, and no notice or filing is required to be given by Buyer to or made by Buyer with, any Person in connection with the execution, delivery and performance by Buyer of the Transaction Documents. Buyer has determined: (i) in good faith that the fair market value of the Assigned Assets does not exceed the HSR Act size of transaction threshold as set forth in 15 U.S.C. §18a (a)(2), as adjusted (excluding the value of any assets that Buyer has determined are exempt under the HSR Act); (ii) that the Closing Amount as allocated to the Assigned Assets will not exceed the HSR Act size of transaction threshold as set forth in 15 U.S.C. §18a (a)(2), as adjusted (excluding the value of any assets that Buyer has determined are exempt under the HSR Act); (iii) no notification under the HSR Act is required to be filed by Buyer or Kodak; and (iv) no filings, clearances or approvals are required to be made by Buyer with any other U.S. or foreign Governmental Entity prior to closing the Transaction, other than the entry of the Final Sale Order. The execution, delivery and performance by Buyer of the Transaction Documents and the consummation of the Transaction, do not and will not: (x) violate any provision of the articles of incorporation, bylaws or other organizational documents of Buyer, (y) conflict with, or result in the breach of, or constitute a default under, or result in the termination, cancellation or acceleration (whether after the filing of notice or the lapse of time or both) of any right or obligation of Buyer under, any Contract to which Buyer is a party or by which any of its assets is bound, or (z) violate or result in a breach of or constitute a default under any Law to which Buyer is subject, other than, in the cases of clauses (y) and (z), conflicts, breaches, defaults, terminations, cancellations, accelerations or violations that would not materially impair or delay Buyer's ability to perform its obligations hereunder.

(d) **Binding Effect.** This Agreement has been duly executed and delivered by Buyer. This Agreement, when executed and delivered by Kodak, and the other Transaction

Documents when executed and delivered at Closing, will constitute the valid and legally binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(e) **Funding; Solvency.**

(i) Buyer has, without the need to obtain any Third Party debt or equity financing, other than as set forth on Schedule 4.2(e), sufficient funds that are free of Liens or other encumbrances to consummate the Transaction and pay the Closing Amount and any expenses incurred by Buyer in connection with the Transaction, and Buyer otherwise has the resources and capabilities (financial and otherwise) to perform its obligations under this Agreement and the other Transaction Documents. Buyer is not insolvent and will not be rendered insolvent as a result of Closing.

(ii) Buyer has delivered to Kodak a true, complete and correct copy of the commitment letter, dated as of December 18, 2012, between Buyer and the Persons party thereto (such commitment letter, together with the annexes thereto, the "**Funding Commitment**"), pursuant to which the Persons party thereto have committed, subject to the terms thereof, to fund the cash amounts set forth therein (the "**Third Party Funding**").

(iii) The Funding Commitments are (A) a legal, valid and binding obligation of Buyer and, to the knowledge of Buyer, each of the other parties thereto and (B) enforceable in accordance with its terms against Buyer, and, to the knowledge of Buyer, each of the other parties thereto, in each case, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar Laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law). The Funding Commitments have not been amended or modified and the respective obligations and commitments contained in the Funding Commitments have not been withdrawn or rescinded in any respect. The Funding Commitments are in full force and effect.

(iv) To the knowledge of Buyer, there are no conditions precedent or other contingencies related to the funding of the full amount of the Third Party Funding, other than as set forth in or contemplated by the Funding Commitments. As of the date hereof, no event has occurred or circumstance exists which, with or without notice, lapse of time or both, would reasonably be expected to (x) constitute a default or breach on the part of Buyer or, to the knowledge of Buyer, any other Persons party thereto, under the Funding Commitments or (y) constitute or result in a failure to satisfy any condition precedent set forth in the Funding Commitments assuming satisfaction or waiver of the conditions set forth in Section 6.1 and Section 6.2.

(f) **Finders' Fees.** Except for Allen & Company, Intellectual Ventures Management, LLC, and RPX Corporation, the fees and expenses of whom will be paid by Buyer, there is no investment banker, broker, finder or other intermediary who has been retained by or is

authorized to act on behalf of Buyer or any Affiliate of Buyer who might be entitled to any fee or commission in connection with the Transaction.

(g) **Good Faith Purchaser.** Buyer and, to the knowledge of Buyer, its Designee (if applicable) and each Licensee (i) is a “good faith” purchaser, as such term is used in the Bankruptcy Code and (ii) is entitled to the protections of section 363(m) of the Bankruptcy Code with respect to the Transaction and the FlashPoint Settlement Agreement. Buyer and, to the knowledge of Buyer, Buyer’s Designee (if applicable) and each Licensee has negotiated and entered into this Agreement, the other Transaction Documents and the FlashPoint Settlement Agreement in compliance with section 363(n) of the Bankruptcy Code and in good faith and without collusion or fraud of any kind.

Section 4.3 Buyer Experience. Buyer is experienced and sophisticated with respect to transactions of the type contemplated by the Transaction Documents. In consultation with experienced counsel and advisors of its choice, Buyer has conducted its own independent review and analysis of the Assigned Assets, the Assumed Liabilities, and the rights and obligations it is acquiring and assuming under the Transaction Documents. Buyer acknowledges that it and its Representatives have been permitted such access to the books and records, contracts and other properties related to the Assigned Assets as it required to complete its review, and that it and its Representatives have been provided with an opportunity to meet with the officers and other employees of Kodak, to discuss the conduct of Kodak’s business related to the Assigned Assets.

Section 4.4 No Other Representations or Warranties. Except for the representations and warranties expressly contained in Section 4.1, Section 4.2 and Section 4.3, or, with respect to Buyer’s Designee (as applicable), in the Joinder Agreement, none of Kodak, Buyer, Buyer’s Designee (as applicable) or any other Person makes any other express or implied representation or warranty to the others. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND EXCEPT AS SET FORTH IN SECTION 4.1, THE ASSIGNED PATENTS ARE ASSIGNED, “AS IS,” WITHOUT ANY WARRANTY OF ANY KIND, AND EACH PARTY HEREBY EXPRESSLY DISCLAIMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL CONDITIONS OR WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF OR RELATED TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OR ENFORCEABILITY. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT, NOTHING CONTAINED IN THIS AGREEMENT WILL CONSTITUTE A LIMITATION OR WAIVER OF ANY PARTY TO ANY CLAIMS FOR FRAUD. Buyer acknowledges and agrees that Kodak’s representations and warranties contained in Section 4.1(c) insofar as they relate to the HSR Act are being made in reliance upon Buyer’s representations and warranties contained in Section 4.2(c) and Buyer’s Designee’s (as applicable) representations and warranties contained in Section 6(c) of the Joinder Agreement and Kodak shall have no liability for any breach of its representations and warranties contained in the first sentence of Section 4.1(c) to the extent Buyer is in breach of its representations and warranties contained in Section 4.2(c) or Buyer’s Designee (as applicable) is in breach of its representations and warranties contained in Section 6(c) of the Joinder Agreement.

ARTICLE V

CERTAIN COVENANTS

Section 5.1 Bankruptcy Court Approval.

(a) Kodak will, (i) within five days following the execution and delivery of this Agreement, file and serve the Supplemental Sale Motion and serve the Notice of Final Sale Hearing, together with the proposed Final Sale Order and a copy of the Transaction Documents and the FlashPoint Agreements (with any redactions as Kodak and Buyer mutually deem appropriate in accordance with Bankruptcy Rule 9018 and the Conditional Sale Order), upon the Sale Notice Parties and any other party requested by Buyer in accordance with the Case Management Procedures at least fourteen (14) days prior to the Final Sale Hearing and (ii) in consultation with Buyer and each Licensee, use its reasonable best efforts to (x) respond to and resolve all timely objections to the entry of the Final Sale Order and (y) obtain entry of the Final Sale Order within thirty (30) days following the filing of the Supplemental Sale Motion. Buyer will use its reasonable best efforts to assist in obtaining entry of the Final Sale Order, including furnishing or filing affidavits or declarations with the Bankruptcy Court for the purpose of obtaining entry of the Final Sale Order. Buyer and Buyer's Designee (as applicable), shall not, without the prior written consent of Kodak, file, join in, or otherwise support or encourage in any manner whatsoever any motion or other pleading relating to the sale of the Assigned Assets hereunder. In the event that an appeal is taken or a stay pending appeal is requested with respect to the Final Sale Order, Kodak shall promptly notify Buyer of such appeal or stay request and shall promptly provide to Buyer a copy of the related notice(s) or order(s). Kodak, Buyer and Buyer's Designee, as applicable, shall use their reasonable best efforts to defend any such appeal or stay request.

(b) From and after the date hereof, Kodak shall provide reasonable prior notice (in no event less than two (2) days) before filing any materials with the Bankruptcy Court that relate in any material respect to this Agreement, the Transaction, the Transaction Documents, Buyer, Buyer's Designee (as applicable), or the Final Sale Order (other than any materials filed in connection with the adversary proceeding captioned *Eastman Kodak Co. v. Apple Inc. (In re Eastman Kodak Co.)*, Adv. Proc. 12-01720 (ALG), (Bankr. S.D.N.Y., filed June 18, 2012)), and shall consult in good faith with Buyer (and its Designee, as applicable, to the extent relating to Buyer's Designee) regarding the content of such materials and which portions of such material shall be redacted prior to any such filing. Kodak shall not file with the Bankruptcy Court (except under seal) or otherwise make public any unredacted Transaction Documents or the content of any redacted portions of the Transaction Documents without the prior written consent of Buyer (and its Designee, as applicable, to the extent relating to Buyer's Designee).

Section 5.2 Pre-Closing Access. Prior to Closing, Kodak will, and will cause its Affiliates to, (i) continue to permit Buyer and its Representatives to have access to the materials in the Electronic Data Room on the terms and conditions set forth in the Non-Disclosure Agreement between Kodak and Buyer dated September 16, 2011, as amended or supplemented as of November 29, 2011, June 29, 2012 and October 25, 2012 (together, the "*Buyer Non-Disclosure Agreement*"), to which agreement and the obligations thereunder Buyer hereby expressly agrees to be bound; and (ii) continue to permit Buyer's Designee and its

Representatives to have access to the materials in the Electronic Data Room on the terms and conditions set forth in the Non-Disclosure Agreement between Kodak and Buyer's Designee dated July 28, 2012, as supplemented as of October 25, 2012 (together, the "*Designee Non-Disclosure Agreement*"), to which agreement and the obligations thereunder Buyer's Designee hereby expressly agrees to be bound.

Section 5.3 Conduct of Business. During the period from the date hereof until the earlier of Closing or the termination of this Agreement in accordance with Article VII, except as expressly provided in this Agreement, or as required by Law, without the consent of Buyer Kodak will not, and will not permit its Subsidiaries to:

(a) sell, transfer or create any Interest upon any Assigned Patents (including by entering into or amending any Contract with respect thereto) or the Assigned Royalty Streams, other than (i) the entry into Product Licenses entered into the ordinary course of business, (ii) the entry into Bidco DC/KISS Patent License Agreements and the Kodak DC/KISS Grant-Back License Agreements, and (iii) any Interests that are discharged at Closing pursuant to the Final Sale Order and that do not adversely affect Kodak's or Buyer's (or Buyer's Designee's, as applicable) ability to consummate the Transaction (provided that with respect to this clause (iii), Kodak shall use commercially reasonable efforts to consult with Buyer (and Buyer's Designee, as applicable) prior to selling, transferring or creating any such Interest);

(b) sell, transfer or create any Interest upon any Patent owned or controlled by Kodak or its Subsidiaries, other than the Assigned Patents, if such sale, transfer or Interest would limit or preclude the ability of Kodak to grant the non-exclusive licenses under such Patent under the Retained Patents License Agreements;

(c) enter into any new Contract, or terminate or amend any existing Contract, in a manner that would reduce the amount of, delay or impair the Assigned Royalty Streams or any right of Buyer (or Buyer's Designee, as applicable) to enforce such obligations after Closing, unless an equitable adjustment is made to the Closing Amount to reflect such reduction, delay or impairment as reasonably agreed by Buyer;

(d) fail to pay any maintenance fees required by, or take any other necessary prosecution or maintenance actions in, the U.S. Patent and Trademark Office and any foreign patent offices by the due date therefor with respect to any of the Assigned Patents; provided, however, that Buyer shall reimburse Kodak for payment of the portion of such fees attributable to the post-Closing period at Closing, and in no event later than the thirtieth (30) day after the Closing, and such reimbursement shall not be deemed a part of the Closing Amount; or

(e) agree in writing, seek authority from the Bankruptcy Court, or fail to use reasonable best efforts to contest the action of any other party to obtain authority from the Bankruptcy Court to take any of the foregoing actions.

Section 5.4 Commercially Reasonable Efforts; Further Assurances.

(a) Each of Kodak and Buyer (and Buyer's Designee, as applicable) will use commercially reasonable efforts to take all actions and to do all things necessary, proper, or advisable in order to consummate and make effective the Transaction and the FlashPoint

Settlement Agreement (including satisfaction, but not waiver, of the closing conditions set forth in Article VI).

(b) Without further consideration, each of Kodak and Buyer (and Buyer's Designee, as applicable) will execute and deliver any documents, instruments or conveyances of any kind and take all other actions which may be reasonably necessary or advisable to carry out the intent of this Agreement, the Transaction, the FlashPoint Settlement Agreement and the other transactions contemplated hereby, including the execution and delivery by Kodak (within thirty (30) days following the Closing) of jurisdiction-specific assignments, suitable for recordation in the relevant jurisdiction, of the Assigned Patents and jurisdiction-specific Patent Powers of Attorney. Notwithstanding anything to the contrary in this Agreement, preparation, recordation and registration of any assignment documents evidencing the assignment of the Assigned Patents from Kodak to Buyer (or its Designee, as applicable), and any jurisdiction-specific Patent Powers of Attorney, will be Buyer's (or its Designee's, as applicable) responsibility and at its sole cost and expense. Buyer (or its Designee, as applicable) shall provide reasonable written confirmation to any licensee of any Assigned Patent who so requests in writing from Buyer (or its Designee, as applicable) such confirmation within one (1) year after the Closing Date pursuant to a Scheduled Agreement that provides such licensee with the right to receive such confirmation that Buyer's (or its Designee's, as applicable) rights in the Assigned Patents are subject to the licenses, covenants not to assert and other rights granted by Kodak under such Assigned Patents to the extent constituting Permitted Encumbrances.

(c) Following the Closing, Kodak will use commercially reasonable efforts to take such actions as Buyer (or its Designee, as applicable) may reasonably request in writing to assist Buyer (or its Designee, as applicable) in enforcing Buyer's (or its Designee's, as applicable) rights in any of the Assigned Assets, in each case at Buyer's (or its Designee's, as applicable) sole cost and expense, including (i) using commercially reasonable efforts to do all things necessary, proper and advisable to transfer to Buyer (or its Designee, as applicable) control of any Action alleging infringement of the Assigned Assets, including with respect to the Apple Disputed Patents and the FlashPoint Disputed Patents, (ii) being joined as a party to any Action in connection with the enforcement of any of the Assigned Assets if such joinder is necessary under applicable Law to effect such enforcement, (iii) not intentionally hindering Buyer's (or its Designee's, as applicable) access to Kodak's former employees, and (iv) making Kodak's employees available at reasonable times, upon reasonable notice and for reasonable periods in connection with any Action for the enforcement of any of the Assigned Assets (including to provide testimony as necessary). Buyer (or its Designee, as applicable) shall (x) reimburse Kodak and its employees for all expenses incurred by them in connection with their taking any such action contemplated by this Section 5.4(c), (y) reimburse to Kodak for any employee time spent away from such employee's ordinary duties at a rate of \$300/hour, increased each year starting in 2014 by the U.S. Consumer Price Index for the immediately preceding year and (z) indemnify and hold Kodak (except, in the case of Kodak, with respect to the Excluded Liabilities) and each such employee and former employee harmless from, against and in respect of any and all losses, costs, damages or expenses, including attorneys' fees, imposed on, sustained by, incurred or suffered by, or asserted against Kodak or any such employee or former employee in any arbitral, judicial or other regulatory action they may become involved in as a result of or in connection with taking any such action contemplated by this Section 5.4(c).

(d) As reasonably requested by Buyer (or Buyer's Designee, as applicable), Kodak will use commercially reasonable efforts to assist Buyer (and Buyer's Designee, as applicable), at Buyer's (or its Designee's, as applicable) sole cost and expense, (i) in obtaining for Buyer (and Buyer's Designee, as applicable) from Kodak's present and former employees who are inventors of any Assigned Patents their signatures on assignments and other forms reasonably required for filing, prosecution and registration of the relevant Assigned Patents with the U.S. Patent and Trademark Office and any foreign patent offices; and (ii) in enforcing for the benefit of Buyer (and Buyer's Designee, as applicable) any assignment of inventions or similar agreements entered into by employees of Kodak or its Affiliates with respect to the Assigned Patents.

(e) Subject to Section 5.9 and to the extent permitted under applicable Law, as soon as practicable following the Closing, Kodak shall: (i) deliver to Buyer (or Buyer's Designee, as applicable) or counsel designated by Buyer (or Buyer's Designee, as applicable) at locations within the United States to be designated by Buyer (or Buyer's Designee, as applicable) copies (which may be electronic copies) of the Patent Documents existing as of the Closing Date in Kodak's possession and (ii) instruct all of Kodak's outside counsel (A) that the ownership of such Assigned Patents and Patent Documents has been assigned to Buyer (or Buyer's Designee, as applicable) as of the Closing Date, (B) to release to Buyer (or Buyer's Designee, as applicable) or counsel or agents (where required by law) designated by Buyer (or Buyer's Designee, as applicable) at locations to be designated by Buyer (or Buyer's Designee, as applicable) copies (which may be electronic copies) of the Patent Documents existing as of the Closing Date and in such counsel's possession that is related to the Assigned Patents, and (C) that Buyer (or Buyer's Designee, as applicable) or counsel or agents (where required by law) designated by Buyer (or Buyer's Designee, as applicable) may contact such Kodak counsel for coordination relative to further prosecution of the Assigned Patents at Buyer's (or Buyer's Designee's) expense, as applicable. Notwithstanding the foregoing, Kodak may retain copies of any and all materials delivered pursuant to this Section 5.4(e) solely for its own record keeping, regulatory, tax, historical, and litigation purposes.

(f) Notwithstanding anything to the contrary herein, to the extent any obligation of Buyer under this Agreement also is applicable to Buyer's Designee, such Designee's obligations shall be applicable only with respect to the Assigned Patents being acquired by such Designee.

Section 5.5 Certain Regulatory Matters.

(a) Neither Kodak nor Buyer (nor Buyer's Designee, as applicable) will make any filings with or give any notices to any Governmental Entity for the purpose of seeking any authorization, consent, clearance or approval of such Governmental Entity or to clear any waiting or review period of such Governmental Entity in connection with the Transaction unless Kodak and Buyer (and Buyer's Designee, as applicable) mutually agree. In the event that Kodak and Buyer (and Buyer's Designee, as applicable) mutually agree to make any such filing or provide any such notice, then promptly thereafter Buyer (and its Designee, as applicable) and Kodak shall each give notice or file or cause their respective Affiliates to give notice or file, and thereafter each shall use its reasonable best efforts to obtain, any authorizations, consents, clearances and approvals of Governmental Entities and to clear any waiting or review periods of

any Governmental Entities, in each case required to consummate the Transaction (“**Governmental Approvals**”), and will cooperate with the other party in making any such notices or filings required to be made by such other party. In connection therewith, Buyer (and its Designee, as applicable) and Kodak shall, and shall cause their respective Affiliates to, use reasonable best efforts to furnish promptly to each appropriate Governmental Entity any additional information requested by such Governmental Entity in connection with such filings and shall diligently take, or cooperate in the taking of, all steps that are necessary or desirable and proper to expedite the termination of any waiting period under Antitrust Laws and to obtain any required Governmental Approvals.

(b) Kodak, on the one hand, and Buyer (and its Designee, as applicable), on the other hand, shall subject to applicable Law and except as prohibited by any applicable Governmental Entity: (i) inform the other of, and use reasonable best efforts to include the other in, all conversations, discussions, hearings or other meetings, whether in person or by telephone, that it or its Representatives has with any Governmental Entity with respect to the Transaction, and shall not participate in any of the foregoing without first consulting with the other, (ii) promptly inform the other of any material or written communication from the United States Federal Trade Commission, the United States Department of Justice or any other Governmental Entity regarding the Transaction and, subject to applicable Law, consult with the other with respect to such communication, and (iii) keep the other reasonably apprised of the status of matters relating to completion of the Transaction, including furnishing to the other copies of all correspondence, filings and written communications (and memoranda setting forth the substance thereof) between it and its Affiliates and its respective Representatives on the one hand, and any Governmental Entity, including any regulatory authority, or members of their respective staffs on the other hand, with respect to the Transaction. Without in any way limiting the foregoing, each such party will also consult and cooperate with one another, and consider in good faith the views of one another, in connection with the analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any party to or for any Governmental Entity in connection with the Transaction. Each such party shall have the right to review in advance, and, to the extent reasonably practicable, each will consult the other on, all information relating to the other and each of their respective Affiliates that appears in any filing made with, or written materials submitted to, any Governmental Entity in connection with the Transaction; provided that materials may be redacted (x) to remove references concerning the valuation of the Assigned Assets, (y) as necessary to comply with contractual arrangements, and (z) as necessary to address reasonable attorney-client or other privilege or confidentiality concerns. If any party or any Affiliate thereof receives a request for additional information or documentary material from any such Governmental Entity with respect to the Transaction, then such party will use reasonable best efforts to make, or cause to be made, as soon as possible, an appropriate response in compliance with such request. This Section 5.5(b) shall not apply with respect to any matter related to the Taxes of one party to the extent that such matter is not reasonably likely to affect the other party.

(c) In furtherance and not in limitation of Section 5.5(a), each party hereto will reasonably cooperate with the other and use their reasonable best efforts to take or cause to be taken all actions, and to do or cause to be done all things, reasonably necessary, proper or advisable on its part under this Agreement and applicable Law to avoid the entry of any permanent, preliminary or temporary injunction or other order, decree, decision, determination or

judgment that would delay, restrain, prevent, enjoin or otherwise prohibit consummation of the Transaction and to consummate the Transaction in accordance with the terms of this Agreement; provided, however, that (i) in no event shall Buyer (or its Designee, as applicable) be obligated to make any divestiture or disposition of any ownership interest in any material portion of the assets to be acquired by it pursuant hereto, (ii) the obligation of Buyer (and its Designee, as applicable) under this Section 5.5 is limited solely to the Assigned Assets, and does not apply to or require any action with regard to any of the other assets or businesses or contractual relationships of Buyer (and its Designee, as applicable) or any of its Affiliates and (iii) this Section 5.5 does not apply to matters in respect of receiving Bankruptcy Court approval of the Transaction.

(d) In the event any Action by any Governmental Entity or other Person is commenced that questions the validity or legality of the Transaction or this Agreement or seeks damages, an injunction or other similar restraint in connection therewith, the Parties agree to cooperate and use their reasonable best efforts to defend against and respond thereto, including without limitation by defending any lawsuits or other legal proceedings, whether judicial or administrative, that challenge this Agreement or the consummation of the Transaction or any other transaction contemplated hereby, and seeking to have lifted, vacated, or reversed any stay, injunction, temporary restraining order, or other restraint entered by any court or other Governmental Entity.

(e) In the event that Kodak and Buyer and Buyer's Designee (as applicable) mutually agree to make any filing with or provide any notice to any Governmental Entity, each Party shall have responsibility for its respective fees and costs associated with the preparation of the filings required under antitrust and Transaction control Laws in any other jurisdiction. For all such filings, Buyer and Buyer's Designee (as applicable) shall pay the administrative filing fees required by Law.

(f) The covenants under this Section 5.5 shall be subject to, and shall not apply to, any action, effort, filing, consent, proceedings, or other activity or matter under any Bankruptcy Rules or the Bankruptcy Code (including the Final Sale Order).

Section 5.6 Intercompany Agreements. On or prior to the Closing, Kodak shall use commercially reasonable efforts to amend, modify or terminate and to cause its Affiliates to amend, modify or terminate any Intercompany Contract, in each case as determined by Kodak, to exclude the Assigned Assets from such Intercompany Contract.

Section 5.7 Ancillary Agreements. Subject to the entry of the Final Sale Order, at Closing and in accordance with Section 5.14, Kodak and Buyer will, or will cause their respective Affiliates (and in the case of Buyer, its Designee and the Licensees) to, as applicable, enter into the Kodak DC/KISS Grant-Back License Agreements, the Royalty Assignment Agreements, the Assumption Agreements, the Patent Assignment Agreements, the Retained Patents License Agreements and the Bidco DC/KISS Patent License Agreements and such other agreements as agreed to by the parties (each an "*Ancillary Agreement*" and collectively, the "*Ancillary Agreements*"). Following Closing, Kodak shall not (i) assign, transfer, amend, modify, reject or terminate any Bidco DC/KISS Patent License Agreement or (ii) reject any Retained Patents License Agreement. For the avoidance of doubt, the entry into any Ancillary

Agreement by Kodak or Buyer or Buyer's Designee (as applicable) will not be deemed a breach of any representation, warranty or covenant of Kodak or Buyer contained in this Agreement, or in the case of Buyer's Designee (as applicable), the applicable Joinder Agreement.

Section 5.8 Taxes and Other Fees.

(a) Buyer (and its Designee, as applicable) will bear, pay and be solely liable for all federal, state, local, or foreign excise, sales, use, value added, transfer, stamp, documentary, filing, recordation and other similar taxes or governmental fees (including fees to record any assignments to Assigned Patents in any jurisdictions) that may be imposed or assessed as a result of the Transaction (including, for the avoidance of doubt, such taxes and governmental fees imposed or assessed on the transfer of the Patent Documents, and excluding any and all taxes, customs and duties which may be levied, assessed or imposed in connection with the Bidco DC/KISS Patent License Agreements or payments required thereunder, which shall be payable as provided thereunder), together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties ("*Transfer Tax*" and "*Transfer Taxes*"). Except in the case of Transfer Taxes required to be collected, remitted or paid by Kodak or any Affiliate, representative or agent thereof (which shall be paid by Buyer (or its Designee, as applicable) to Kodak at least three (3) Business Days prior to their due date, provided that Buyer (or its Designee, as applicable) has received a written notice from Kodak that such Transfer Taxes are due and payable and the due date therefor, and shall be remitted by Kodak to the appropriate taxing authorities), Buyer (or its Designee, as applicable) will timely remit to the appropriate taxing authorities all Transfer Taxes as required by Law to the extent imposed on the payment of the Closing Amount or the Deposit to Kodak, and will provide Kodak with written evidence that such payment was made. Kodak and Buyer (and its Designee, as applicable) will cooperate fully with each other and take all commercially reasonable steps to legitimately obtain a reduction or elimination of, or credit for, any Transfer Taxes arising from the Transaction, including with respect to delivery location.

(b) Each payment made by Buyer (or its Designee, as applicable) to Kodak under this Agreement and the Ancillary Agreements (including the Closing Amount, the License Fees and the Deposit) shall be made without withholding or deduction for any Taxes, unless such withholding or deduction is required by Law. Amounts so withheld or deducted shall be treated for all purposes of this Agreement and the Ancillary Agreements as having been paid to Kodak, except in the case of amounts withheld for Transfer Taxes. Notwithstanding the preceding sentence, if any amount is required to be withheld or deducted by Law, the amount payable or deposited by Buyer or its Designee (as applicable) shall be increased as necessary so that, net of such withholding or deduction, the applicable recipient receives the amount it would have received had no such withholding or deduction been made. Kodak and Buyer (and Buyer's Designee, as applicable) will cooperate fully with each other and take all commercially reasonable steps to (i) file certificates and other documentation with Taxing authorities, and (ii) provide all information, witnesses, materials, documents and pertinent records requested by the other to enable it to prepare a Tax return or comply with, or contest or litigate an audit of such Tax return or any proposed adjustments thereto. Any obligation by Buyer or its Designee set forth in this Section 5.8(b) is contingent on the accuracy of Kodak's representation in Section 4.1(h) at the time of Closing.

Section 5.9 Confidentiality.

(a) At all times after Closing, each of Buyer and Buyer's Designee, as applicable, will, and will cause its Affiliates and Representatives to, (i) treat as confidential and safeguard any and all information, knowledge or data relating to the business of Kodak and its Affiliates that has become or becomes known to each of Buyer, Buyer's Designee as applicable, or their respective Affiliates or Representatives as a result of the Transaction, the FlashPoint Agreements or Buyer's, Buyer's Designee's (as applicable), or their respective Representatives' due diligence investigations in connection therewith (such information, knowledge or data, the "**Kodak Confidential Information**") and (ii) with respect to all such Kodak Confidential Information, use the same standard of care, but no less than a reasonable standard of care, to prevent the unauthorized use, dissemination or disclosure of such Kodak Confidential Information as Buyer or Buyer's Designee, as applicable, uses in the protection of other proprietary information of Buyer or Buyer's Designee, as applicable; provided, however, that, after Closing, Buyer and Buyer's Designee, as applicable, will not be bound by the provisions contained in the foregoing clauses (i) or (ii) with respect to information to the extent related to the Assigned Patents. Nothing contained in this Section 5.9(a) will in any way restrict or impair the right of Buyer or Buyer's Designee, as applicable, to use, disclose or otherwise deal with information which (v) is or becomes a matter of public knowledge through no fault of Buyer or Buyer's Designee, as applicable, (w) was already in Buyer's or Buyer's Designee's (as applicable) possession at the time of the disclosure of the information to it, and was not acquired, directly or indirectly, under any obligation of confidentiality to Kodak or its Affiliates or to any other Person, (x) is rightfully received by Buyer or Buyer's Designee, as applicable, from a Person having no duty of confidentiality to Kodak; provided that Buyer or Buyer's Designee, as applicable, did not know and should not have known after a reasonable inquiry that the source of such information was bound by a confidentiality agreement with respect to such material that prohibited it from furnishing or making available the information to Buyer or Buyer's Designee, as applicable, on a non-confidential basis, (y) is independently developed by Buyer or Buyer's Designee, as applicable, without the use of Kodak Confidential Information, or (z) is disclosed to any Tax authority as required by Law. If Buyer or Buyer's Designee, as applicable, is requested in any judicial or administrative proceeding or by any governmental or regulatory authority to disclose any Kodak Confidential Information, Buyer or Buyer's Designee, as applicable, will (i) give Kodak prompt notice of such request so that Kodak may seek an appropriate protective order and (ii) consult with Kodak as to the advisability of taking legally available steps to resist or narrow such a request. Buyer or Buyer's Designee, as applicable, will cooperate fully with Kodak in obtaining such an order. If in the absence of a protective order Buyer or Buyer's Designee, as applicable, is nonetheless compelled to disclose Kodak Confidential Information, Kodak agrees that Buyer or Buyer's Designee, as applicable, may make such disclosure without liability hereunder, provided that Buyer or Buyer's Designee, as applicable, gives Kodak written notice of the information to be disclosed as far in advance of its disclosure as is practicable and, upon Kodak's request, Buyer or Buyer's Designee, as applicable, uses its reasonable best efforts to obtain assurances that confidential treatment will be accorded to such information.

(b) At all times after Closing, Kodak will, and will cause its Affiliates and Representatives to, (i) treat as confidential and safeguard any and all information, knowledge or data relating to (x) the Assigned Patents or (y) the business of Buyer and its Affiliates that has become or becomes known to Kodak or its Affiliates or Representatives as a result of the

Transaction, the FlashPoint Settlement Agreement or Kodak's or its Representatives' due diligence investigations in connection therewith (such information, knowledge or data relating to clause (y), the "**Buyer Confidential Information**") and (ii) with respect to all such Buyer Confidential Information, use the same standard of care, but no less than a reasonable standard of care, to prevent the unauthorized use, dissemination or disclosure of such Buyer Confidential Information as Kodak uses in the protection of other proprietary information of Kodak. Solely with respect to Kodak's obligations regarding Buyer Confidential Information, as set forth in the preceding sentence, Kodak will not in any way be restricted or impaired from using, disclosing or otherwise dealing with information which (v) is or becomes a matter of public knowledge through no fault of Kodak, (w) was already in Kodak's possession at the time of the disclosure of the information to it, and was not acquired, directly or indirectly, under any obligation of confidentiality to Buyer or its Affiliates or to any other Person, (x) is rightfully received by Kodak from a Person having no duty of confidentiality to Buyer; provided that Kodak did not know and should not have known after a reasonable inquiry that the source of such information was bound by a confidentiality agreement with respect to such material that prohibited it from furnishing or making available the information to Kodak on a non-confidential basis, (y) is independently developed by Kodak without the use of Buyer Confidential Information, or (z) with respect to Buyer Confidential Information and the Assigned Patents, is disclosed to any Tax authority as required by Law. If Kodak is requested in any judicial or administrative proceeding or by any governmental or regulatory authority to disclose any Buyer Confidential Information, Kodak will (i) give Buyer prompt notice of such request so that Buyer may seek an appropriate protective order and (ii) consult with Buyer as to the advisability of taking legally available steps to resist or narrow such a request. Kodak will cooperate fully with Buyer in obtaining such an order. If in the absence of a protective order Kodak is nonetheless compelled to disclose Buyer Confidential Information, Buyer agrees that Kodak may make such disclosure without liability hereunder, provided that Kodak gives Buyer written notice of the information to be disclosed as far in advance of its disclosure as is practicable and, upon Buyer's request, Kodak uses its reasonable best efforts to obtain assurances that confidential treatment will be accorded to such information.

(c) At all times after Closing, Kodak will, and will cause its Affiliates and Representatives to, (i) treat as confidential and safeguard any and all information, knowledge or data relating to (x) the Assigned Patents or (y) the business of Designee (as applicable) and its Affiliates that has become or becomes known to Kodak or its Affiliates or Representatives as a result of the Transaction, the FlashPoint Settlement Agreement or Kodak's or its Representatives' due diligence investigations in connection therewith (such information, knowledge or data relating to clause (y), the "**Designee Confidential Information**") and (ii) with respect to all such Designee Confidential Information, use the same standard of care, but no less than a reasonable standard of care, to prevent the unauthorized use, dissemination or disclosure of such Designee Confidential Information as Kodak uses in the protection of other proprietary information of Kodak. Solely with respect to Kodak's obligations regarding Designee Confidential Information, as set forth in the preceding sentence, Kodak will not in any way be restricted or impaired from using, disclosing or otherwise dealing with information which (v) is or becomes a matter of public knowledge through no fault of Kodak, (w) was already in Kodak's possession at the time of the disclosure of the information to it, and was not acquired, directly or indirectly, under any obligation of confidentiality to Designee (as applicable) or its Affiliates or to any other Person, (x) is rightfully received by Kodak from a Person having no duty of

confidentiality to Designee; provided that Kodak did not know and should not have known after a reasonable inquiry that the source of such information was bound by a confidentiality agreement with respect to such material that prohibited it from furnishing or making available the information to Kodak on a non-confidential basis, (y) is independently developed by Kodak without the use of Designee Confidential Information, or (z) with respect to Designee Confidential Information and the Assigned Patents, is disclosed to any Tax authority as required by Law. If Kodak is requested in any judicial or administrative proceeding or by any governmental or regulatory authority to disclose any Designee Confidential Information, Kodak will (i) give Designee prompt notice of such request so that Designee may seek an appropriate protective order and (ii) consult with Designee as to the advisability of taking legally available steps to resist or narrow such a request. Kodak will cooperate fully with Designee in obtaining such an order. If in the absence of a protective order Kodak is nonetheless compelled to disclose Designee Confidential Information, Designee agrees that Kodak may make such disclosure without liability hereunder, provided that Kodak gives Designee written notice of the information to be disclosed as far in advance of its disclosure as is practicable and, upon Designee's request, Kodak uses its reasonable best efforts to obtain assurances that confidential treatment will be accorded to such information.

(d) Notwithstanding this Section 5.9 (but subject to the obligations set forth in the final three sentences of Section 5.9(a), Section 5.9(b)) and Section 5.9(c)), nothing contained in this Agreement, the Transaction Documents or the FlashPoint Agreements shall be deemed to prohibit Buyer, Buyer's Designee (as applicable), Kodak or their respective Affiliates, from disclosing any information as may be required, based on the advice of legal counsel, under the Bankruptcy Code or the Bankruptcy Rules or any legal process before, or any order of, any Governmental Entity.

Section 5.10 Public Disclosure. Subject to the parties' disclosure obligations imposed by Law, the parties shall (a) cooperate with each other in the development and distribution of all news releases, other public information disclosures and public announcements with respect to this Agreement, or any of the transactions contemplated by this Agreement, the other Transaction Documents and the FlashPoint Settlement Agreement and (b) not issue any such announcement or statement prior to consultation with, and the approval of, the other party (including Buyer's Designee, as applicable) (such approval not to be unreasonably withheld, conditioned or delayed); provided that approval shall not be required where a party determines, based on advice of counsel and after consultation with the other party (including Buyer's Designee, as applicable), that such disclosure is required by Law or the rules of any stock exchange on which the securities of such party or any of its Affiliates are listed.

Section 5.11 Non-Solicitation. From the date of this Agreement until the date the Bankruptcy Court enters the Final Sale Order, Buyer shall not, and shall cause its Affiliates not to, without the prior consent of Kodak, either directly or indirectly solicit or entice away or cause to be solicited or enticed away any employee of Kodak involved in the licensing operation or function of Kodak; provided, that nothing in this Section 5.11 shall restrict or preclude the solicitation or employment of any such person (a) resulting from generalized, non-targeted searches for employees by use of bona fide public advertisements in the media (including trade media), (b) resulting from ordinary course hiring practices (including any recruitment efforts conducted by any recruitment agency) that are not targeted specifically at employees engaged in

connection with the Assigned Assets or other employees of Kodak associated with the Transaction, or (c) using executive search firms to conduct searches for employees by use of methods that are not targeted specifically at such employees.

Section 5.12 Actions Under Assigned Patents Following Closing. Following Closing, Buyer (and its Designee, as applicable) shall not (a) grant any license or release under any Assigned Patent to any Third Party listed on Section 5.12 of the Disclosure Schedule (or any of such Third Parties' Affiliates) to the extent any such license or release would (i) grant rights within the scope of the licenses granted by Kodak to such Third Parties (or any of such Third Parties' Affiliates) or (ii) waive rights, in either case, under the contractual arrangements by and between Kodak and such Third Party (or any of such Third Parties' Affiliates) listed on Section 5.12 of the Disclosure Schedule (as amended prior to the date hereof, the "**Third Party Agreements**"), during the applicable term of the respective Third Party Agreement, or (b) waive, release, settle or assign any claim or potential claim under any Third Party Agreement prior to the one year anniversary of the expiration of such Third Party Agreement (and with respect to any such claim under any such Third Party Agreement made prior to such one year anniversary, at any time thereafter). Any license to any Assigned Patents granted by Buyer (or its Designee, as applicable) to any Third Party (or any of such Third Parties' Affiliates) shall expressly prohibit the grant of such rights or releases to any such Third Party (or any of such Third Parties' Affiliates) by any such licensee.

Section 5.13 Exclusivity; No Solicitation of Transaction. Kodak represents that, other than with respect to the Transaction and the FlashPoint Agreements, Kodak is not a party to or bound by any agreement with respect to a possible merger, sale, restructuring or other disposition, in each case, with respect to all or any part of the Assigned Assets. From the date hereof until the Closing Date, Kodak shall not, directly or indirectly, (a) solicit or participate in negotiations or discussions regarding any Alternative Transaction, regardless of whether such offer was unsolicited, or furnish any information with respect to, assist or participate in or facilitate in any other manner any effort or attempt by any Person (other than Buyer and Buyer's Designee (as applicable) and their respective Affiliates) to do or seek to do any of the foregoing, (b) execute an agreement with respect to an Alternative Transaction, (c) seek or support Bankruptcy Court approval of a motion, objection, order or other filing inconsistent in any way with the Transaction or (d) discuss, negotiate or consummate any transaction involving the issuance, redemption, sale or exchange or other disposition of any equity interest in Kodak, other than discussions, negotiations or consummations that would not adversely affect Kodak's ability to consummate the Transaction.

Section 5.14 Retained Patents and Bidco DC/KISS Patent License Agreements. Simultaneous with the Closing, but immediately prior to the sale, conveyance, transfer, assignment and delivery to Buyer (and its Designee, as applicable) of the Assigned Assets, Kodak shall (a) license the Assigned Patents pursuant to the applicable Bidco DC/KISS Patent License Agreements to each of the respective licensees set forth in each such Bidco DC/KISS Patent License Agreement, and (b) license the Licensed Patents (as defined in the Retained Patents License Agreement) pursuant to a Retained Patents License Agreement entered into with each such respective licensee, in each case in exchange for the license fee set forth therein (each such fee a "**License Fee**", and the aggregate amount of such fees, the "**License Fees**").

Section 5.15 Waiver and Release. Effective from and after the Closing, each of Kodak and Buyer (and Buyer's Designee, as applicable), on behalf of itself and, as applicable, its respective former, current and future equity holders, controlling persons, directors, trustees, officers, employees, estate, Affiliates, representatives, attorneys, advisors, agents, members, managers, general and limited partners, successors and assignees and the successors and assignees of any former, current and future equity holders, controlling persons, directors, trustees, officers, employees, Affiliates, representatives, attorneys, advisors, agents, members, managers, general and limited partners, and the successors and assignees of any of the foregoing (separately and collectively, the "**Releasors**") will irrevocably, unconditionally and completely release and forever discharge (a) Kodak (with respect to the release and discharge by Buyer and its Designee) and (b) Buyer and its Designee (with respect to the release and discharge by Kodak) (the released and discharged party and, as applicable, its respective former, current and future equity holders, controlling persons, directors, trustees, officers, employees, estate, Affiliates, representatives, attorneys, advisors, agents, members, managers, general and limited partners, successors and assignees and the successors and assignees of any former, current and future equity holders, controlling persons, directors, trustees, officers, employees, Affiliates, representatives, attorneys, advisors, agents, members, managers, general and limited partners, and the successors and assignees of any of the foregoing, separately and collectively, the "**Releasees**") from, and will irrevocably, unconditionally and completely waive and relinquish, any obligations and liabilities of such other Party's Releasees, and any and all claims, demands, actions, losses, causes of action of whatever kind, known or unknown, that any of the respective Releasors may have had in the past, may now have or may have in the future against the other Party's Releasees, to the extent arising out of such other Party's entry into this Agreement or the consummation of the sale and purchase of the Assigned Assets in accordance with the terms of this Agreement. For the avoidance of doubt, this Section 5.15 does not apply to (a) Kodak's claim regarding any prepetition claims, including those set forth on Schedule 5.15, (b) any breach by (x) Buyer (or Buyer's Designee, as applicable) or Kodak or their respective Releasees of the Buyer Non-Disclosure Agreement (or Designee Non-Disclosure Agreement, as applicable), the Ancillary Agreements or the covenants contained in this Agreement that survive the Closing or the termination of this Agreement or by any party under the Funding Commitment pursuant to the terms thereof, or (y) Kodak of the Ancillary Agreements or any of its covenants or agreements set forth in Section 5.3.

Section 5.16 Expense Adjustment.

(a) Buyer shall inform Kodak in writing promptly if and when it begins to incur Expenses under this Agreement, and Buyer shall thereafter use its reasonable commercial efforts to inform Kodak in writing promptly of each One Million US Dollars (\$1,000,000) of incremental Expenses Buyer incurs, (as determined based on Buyer's good faith estimates) and, upon the reasonable request of Kodak, to provide Kodak with its estimated allocation of such Expenses.

(b) No later than five (5) days prior to the Closing, Buyer shall deliver to Kodak a written statement setting forth in reasonable detail all Expenses Buyer has incurred, as well as a reasonable estimate of any Expenses likely to be incurred by Buyer from the date on which such written statement is delivered to Kodak until the Closing, such statement to be accompanied by documentation evidencing all amounts actually incurred; provided that Buyer

shall, promptly at the Closing, deliver an updated statement setting forth in reasonable detail such Expenses as Buyer has incurred in the interim. Kodak shall have the right to review the detail supporting any statement provided hereunder or any of the related remittances, and for the purposes of verifying the amounts set forth on such statements or remittances, Buyer shall provide to Kodak any supporting documentation reasonably requested by Kodak with respect to any such statement or remittance.

Section 5.17 Grant of Bidco DC/KISS Licenses Following an Alternate Transaction Event. In the event that both an Alternate Transaction Event (as such term is defined in the Funding Commitment) and the Closing occurs, and Kodak brings an Action against the Breaching Participant(s) (as such term is defined in the Funding Commitment) for breaching the Funding Commitment, then Buyer (and Buyer's Designee, as applicable), hereby agree, during the pendency of such Action, not to grant such Breaching Participant(s) a license, covenant not to assert, release, immunity or similar right to the Assigned Patents unless directed by Kodak as part of a settlement of such Action (such license a "**Settlement License**") and, if directed by Kodak, to grant such a Settlement License; provided however (i) any Settlement License must be substantially similar to the Bidco DC/KISS Patent License Agreement that would have been granted to such Breaching Participant(s) hereunder but for their breach of the Funding Commitment (but identical with respect to the scope of the rights granted and the license fee contained in such Bidco DC/KISS Patent License Agreement), (ii) that in the event that any settlement of such Action does not result in a Settlement License, then Buyer (and Buyer's Designee, as applicable) expressly reserves the right to collect patent infringement damages accruing with respect to the Breaching Participant(s) during the pendency of Action, (iii) this Section 5.17 does not grant or convey any licenses, authorizations or other rights under any patents or patent applications, whether expressly or by implication, estoppel, reliance or otherwise, all of which are expressly disclaimed, to the Breaching Participant(s), and (iv) this Section 5.17 does not release or waive any claims Buyer (and Buyer's designee, as applicable) may have against the Breaching Participant(s) pursuant to the Funding Commitment.

ARTICLE VI

CONDITIONS TO CLOSING

Section 6.1 Condition to the Obligations of Buyer and Kodak. The obligations of Buyer (and Buyer's Designee, as applicable) and of Kodak to effect Closing are subject to the satisfaction or written waiver at or prior to Closing of each of the following conditions:

(a) **Final Sale Order.** The Final Sale Order will have been entered by the Bankruptcy Court, and following such entry thereof the Final Sale Order will not have been modified, revised or amended in any respect (except to the extent such modifications, revisions or amendments have been approved by Kodak and Buyer in their sole discretion) and will not be subject to a stay or have been vacated or reversed.

(b) **No Order.** No Governmental Entity shall have entered any injunction or restraining order or promulgated, enacted or issued any Law after the date of this Agreement prohibiting the consummation of the Transaction.

Section 6.2 Further Conditions to the Obligation of Buyer. The obligation of Buyer (and Buyer's Designee, as applicable) to effect Closing is subject to the satisfaction or written waiver at or prior to Closing of each of the following further conditions:

(a) **Representations and Warranties.** The representations and warranties of Kodak contained in Section 4.1 will be true and correct (without giving effect as to "materiality") (i) when made as of the date of this Agreement and (ii) as of the Closing Date, as if made on and as of the Closing Date (except that in the case of each of clauses (i) and (ii) representations and warranties given as of a specific date need be true only as of such date), in the case of each of clauses (i) and (ii), in all material respects. Kodak will have delivered to Buyer a certificate of an authorized officer of Kodak to the effect that the condition specified in the immediately prior sentence is satisfied.

(b) **Covenants.** The covenants and agreements of Kodak to be performed prior to Closing will have been duly performed in all material respects. Kodak will have delivered to Buyer a certificate of an authorized officer of Kodak to the effect that the condition specified in the immediately prior sentence is satisfied.

(c) **Ancillary Agreements.** Kodak will have duly executed and delivered each Ancillary Agreement and each Ancillary Agreement shall be in full force and effect.

(d) **Closing Deliveries.** The closing deliveries set forth in Section 3.3(a) will have been made.

(e) **FlashPoint Settlement.** The FlashPoint Settlement Agreement, which resolves FlashPoint's claims with respect to the Assigned Patents, shall be in full force and effect, and FlashPoint shall have confirmed receipt of the FlashPoint Settlement Amount in accordance with Section 3.3(b)(ii).

Section 6.3 Further Conditions to the Obligation of Kodak. The obligation of Kodak to effect Closing is subject to the satisfaction or written waiver at or prior to Closing of each of the following further conditions:

(a) **Representations and Warranties.** The representations and warranties of Buyer contained in Section 4.2, and of Buyer's Designee, as applicable, contained in Section 6 of the Joinder Agreement, will be true and correct (without giving effect as to "materiality") (i) when made as of the date of this Agreement (or with respect to such representations and warranties of Buyer's Designee, as applicable, as of the date of the Joinder Agreement) and (ii) as of the Closing Date, as if made on and as of the Closing Date (except that in the case of each of clauses (i) and (ii) representations and warranties given as of a specific date need be true only as of such date), in the case of each of clauses (i) and (ii), in all material respects. Buyer and Buyer's Designee, as applicable, will have delivered to Kodak a certificate of an authorized officer of Buyer and Buyer's Designee, as applicable, to the effect that the condition specified in the immediately prior sentence is satisfied.

(b) **Covenants.** The covenants and agreements of Buyer and Buyer's Designee, as applicable, to be performed prior to Closing will have been duly performed in all material respects. Buyer and Buyer's Designee, as applicable, will have delivered to Kodak a

certificate of an authorized officer of Buyer and Buyer's Designee, as applicable, to the effect that the condition specified in the immediately prior sentence is satisfied.

(c) **Ancillary Agreements.** Buyer and Buyer's Designee, as applicable, will have duly executed and delivered each Ancillary Agreement to which it is a party and each Ancillary Agreement shall be in full force and effect.

(d) **Payment.** Kodak shall have received in full the Closing Amount and the License Fees including the release of the Deposit in accordance with the terms of the Escrow Agreement, in each case as provided in this Agreement.

(e) **Closing Deliveries.** The closing deliveries set forth in Section 3.3(b) will have been made.

(f) **Additional Closing Deliveries.** At Closing, Buyer and Buyer's Designee, as applicable, will deliver to Kodak such other instruments or documents, in form and substance reasonably acceptable to Kodak, as may be necessary to effect Closing.

(g) **FlashPoint Settlement.** The FlashPoint Settlement Agreement, which resolves FlashPoint's claims with respect to the Assigned Patents, shall be in full force and effect, and FlashPoint shall have confirmed receipt of the FlashPoint Settlement Amount in accordance with Section 3.3(b)(ii).

ARTICLE VII

TERMINATION

Section 7.1 Termination. This Agreement may be terminated (in each case in the following clauses (b) – (j), by written notice from the terminating party to the other party) at any time prior to Closing as follows:

(a) by mutual written agreement of Buyer and Kodak;

(b) by either party, at any time prior to the entry of the Final Sale Order, upon or following the date that a Final Order of the Bankruptcy Court or any court with appellate jurisdiction therefrom shall be entered vacating or reversing in any material respect the Conditional Sale Order;

(c) by Buyer, if the Supplemental Sale Motion has not been filed with the Bankruptcy Court within five (5) days of the date hereof and duly noticed in all material respects in accordance with the Bankruptcy Rules and any relevant order of the Bankruptcy Court, provided, that Buyer shall have the right to terminate this Agreement pursuant to this Section 7.1(c) only for so long as the Supplemental Sale Motion has not thereafter been filed with the Bankruptcy Court and duly noticed in all material respects in accordance with the Bankruptcy Rules and any relevant order of the Bankruptcy Court;

(d) by either party, if the Final Sale Order has not been entered by the Bankruptcy Court within forty-five (45) days following the filing of the Supplemental Sale

Motion, provided, that either party shall have the right to terminate this Agreement pursuant to this Section 7.1(d) only for so long as the Final Sale Order has not thereafter been entered by the Bankruptcy Court;

(e) by Kodak, if all conditions to Closing set forth in Section 6.1 and Section 6.2 have been satisfied or waived by Buyer and Buyer's Designee, as applicable, (other than those conditions that by their nature are to be satisfied by actions taken at the Closing) and Buyer or Buyer's Designee, as applicable, breaches its obligations under Section 3.3 and fails to consummate the Transaction by the earlier of the fifth (5th) Business Day after the Closing should have occurred pursuant to Section 3.3 and the Outside Date;

(f) by Buyer, if all conditions to Closing set forth in Section 6.1 and Section 6.3 have been satisfied or waived by Kodak (other than those conditions that by their nature are to be satisfied by actions taken at the Closing) and Kodak breaches its obligations under Section 3.3 and fails to consummate the Transaction by the earlier of the fifth (5th) Business Day after the Closing should have occurred pursuant to Section 3.3 and the Outside Date;

(g) by Kodak if Buyer or Buyer's Designee, as applicable, breaches or fails to perform any representation, warranty, covenant or agreement set forth herein or in the Joinder Agreement such that the conditions in Section 6.1 or Section 6.3 are not satisfied and such breach or failure is incurable or is not cured within twenty (20) days after written notice thereof;

(h) by Buyer if Kodak breaches or fails to perform any representation, warranty, covenant or agreement set forth herein such that the conditions set forth in Section 6.1 or Section 6.2 are not satisfied and such breach or failure is incurable or is not cured within twenty (20) days after written notice thereof;

(i) by either party if Closing has not occurred within seventy-five (75) days following the date hereof (the "***Outside Date***"); provided that the failure of the party seeking to terminate to perform or comply in all material respects with the covenants and agreements of such party under this Agreement shall not have been the cause of, or resulted in, the failure to consummate the Closing by such date;

(j) by either party in the event that any order of any Governmental Entity restraining, enjoining or otherwise prohibiting the consummation of the Transaction shall become a Final Order; or

(k) by Buyer, if any Reviewing Creditor (i) revokes in writing such Reviewing Creditor's statement of consent or non-objection delivered by such Reviewing Creditor to Buyer simultaneously with the execution of this Agreement for any reason, including (without limitation) any such revocation taken by a Reviewing Creditor in accordance with the exercise of any fiduciary duty or contractual right or (ii) seeks discovery in respect of the Transaction or petitions the Bankruptcy Court (whether in a pleading filed with, or orally at a hearing before, the Bankruptcy Court) or any other court to vacate, void, reverse, enjoin, prohibit or not approve the Transaction or to amend in any material respect the terms of this Agreement or any Ancillary Agreement for any reason, including (without limitation) any such revocation

taken by a Reviewing Creditor in accordance with the exercise of any fiduciary duty or contractual right.

Section 7.2 Effect of Termination. In the event of the termination of this Agreement in accordance with Section 7.1, this Agreement will thereupon become void and have no effect, and no party will have any liability under this Agreement to any other party or, as applicable, their respective former, current and future equity holders, controlling persons, directors, trustees, officers, employees, estate, Affiliates, representatives, attorneys, advisors, agents, members, managers, general and limited partners, successors and assignees and the successors and assignees of any former, current and future equity holders, controlling persons, directors, trustees, officers, employees, Affiliates, representatives, attorneys, advisors, agents, members, managers, general and limited partners, and the successors and assignees of any of the foregoing, except for the obligations of the parties contained in this Section 7.2 and in Section 5.9 (Confidentiality), Section 5.10 (Public Disclosure), Section 8.1 (Notices), Section 8.8 (Expenses), Section 8.10 (Governing Law) and Section 8.16 (Entire Agreement) (and any related definitional provisions set forth in Article I), and except that nothing in this Section 7.2 will relieve any party from liability for any breach of this Agreement that arose prior to or as a result of such termination or any breach of the Funding Commitment. The Buyer Non-Disclosure Agreement and the Designee Non-Disclosure Agreement shall survive any termination of this Agreement and nothing in this Section 7.2 shall relieve Buyer (or Buyer's Designee, as applicable) or Kodak of their obligations under such Non-Disclosure Agreements (as applicable).

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1 Notices. All notices or other communications given hereunder will be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended or if delivered by a nationally recognized overnight courier service, to the party at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such party or if sent by facsimile, sent to the facsimile number set forth below:

If to Kodak: Eastman Kodak Company
343 State Street
Rochester, New York 14650
Telephone: 585-724-4000
Facsimile: 585-781-9255
Attn: General Counsel

with copies to: Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004-2498
Telephone: 212-558-4000
Facsimile: 212-558-3588
Attn: Andrew G. Dietderich

John Evangelakos
Krishna Veeraraghavan

If to Buyer: Intellectual Ventures Fund 83 LLC
7251 W Lake Mead Blvd., Ste 300
Las Vegas, Nevada 89128
Attn: Executive Vice President

with copies to: Intellectual Ventures Management
3150 139th Avenue SE, Building 4
Bellevue, WA 98005
Attn: General Counsel
Chief Patent Counsel (IIF2)

Shearman & Sterling LLP
599 Lexington Avenue
New York, New York 10022-6069
Telephone: 212-848-4000
Facsimile: 646-848-4831
Attn: Samuel A. Waxman
Scott Petepiece

All such notices and other communications will be deemed to have been given and received effective as of (a) in the case of personal delivery, on the date of such delivery, (b) in the case of a nationally recognized, overnight courier service, on the business day following dispatch, or (c) in the case of a facsimile, on the date of transmission if the party sending the facsimile retains electronic confirmation of the accurate transmission thereof.

Section 8.2 Amendment; Waiver. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and signed, in the case of an amendment, by Buyer and Kodak, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided will be cumulative and, except as otherwise expressly provided herein, not exclusive of any rights or remedies provided by Law.

Section 8.3 Assignment. Neither party may assign or delegate its rights or obligations under this Agreement (whether by operation of Law, change of control, or otherwise), either in whole or in part, without the prior written consent of the other party, except that (a) Buyer may (i) assign, delegate or transfer all or some of its rights or obligations under this Agreement to any of its wholly-owned Subsidiaries, provided that (A) Buyer remains liable jointly and severally with its assignee for all obligations of Buyer under this Agreement and such assignment does not delay or impede the consummation of the Transaction or impair the rights of Kodak under any of the Transaction Documents and (B) such transfer will not increase the amount of Taxes to be incurred by Kodak in connection with the Transaction or reduce the value to Kodak of the Transaction (after taking into account any indemnity obligations of Buyer under

Section 5.8) or (ii) designate the party listed on Schedule 8.3 to purchase certain of the Assigned Patents (such party referred to herein as Buyer's "**Designee**"), provided that (A) such party agrees in writing to be bound by the terms and conditions hereof applicable to Buyer with respect to such Assigned Patents and the purchase thereof by executing immediately following such designation an agreement in the form attached hereto as Exhibit H (such agreement, the "**Joinder Agreement**"), (B) such designation occurs immediately after the execution and delivery of this Agreement, (C) following such designation, Buyer will be obligated to purchase a substantial majority of the Assigned Patents and to pay a substantial majority of the sum of the Closing Amount, and (D) the amount to be paid by Buyer's Designee in License Fees (as provided under Section 5.14) will be greater than the amount it will be required to pay pursuant to this Agreement corresponding to its portion of the sum of the Closing Amount, and (b) Kodak may assign, delegate or transfer any of its rights or obligations under this Agreement to any of its Affiliates or to any purchaser or successor of interest of all or substantially all of the business of Kodak to which the Assigned Patents pertain or pertained or any succeeding entity upon consummation of a plan of reorganization or liquidation pursuant to Chapter 11 of the Bankruptcy Code, in each case provided that such transfer will not increase the amount of Taxes to be incurred by Buyer (or its Designee, as applicable) in connection with the Transaction or reduce the value to Buyer (or its Designee, as applicable) of the Transaction. Any attempted assignment or designation in violation of this Section 8.3 will be void and without effect. Each of Buyer and Buyer's Designee, as applicable, agrees that it will not assign, pledge or otherwise transfer any Assigned Patents to any Third Party, or designate any Third Party to purchase any Assigned Patents, unless such assignment, pledge, transfer or designation is effected in accordance with the terms of this Agreement and such Third Party expressly agrees to be bound with respect to such Assigned Patents by all obligations of Buyer or Buyer's Designee, as applicable, hereunder to Kodak that survive the Closing and no such assignment, pledge or transfer will relieve Buyer or Buyer's Designee, as applicable, of any its obligations under this Agreement. Subject to the foregoing, this Agreement will benefit and bind the parties' successors and permitted assigns.

Section 8.4 Survival. Except for the covenants and agreements of Kodak set forth in Section 5.3 (it being agreed and understood that Kodak shall not be required to perform or comply with such covenant from and after the Closing), none of the (a) covenants or agreements to be performed by either Kodak or Buyer (or Buyer's Designee as applicable) prior to the Closing pursuant to this Agreement and (b) representations and warranties of Kodak or Buyer (or Buyer's Designee if applicable) contained in this Agreement shall survive Closing, and neither Kodak nor Buyer (or Buyer's Designee if applicable) shall have liability to the other party after Closing for any breach of any such covenant, agreement, representation or warranty. Except as set forth in the immediately preceding sentence, the covenants and agreements of the parties set forth in this Agreement will survive until fully performed or until such performance is expressly waived in writing by the other party. Kodak's right to indemnification pursuant to Section 5.4(c) and Section 8.5 shall survive indefinitely.

Section 8.5 Indemnification. Effective as of the Closing, Buyer (and Buyer's Designee, if applicable and solely with respect to the Assigned Patents to be acquired by Designee) agrees to indemnify, defend and hold harmless Kodak, its affiliates, directors, officers, shareholders, partners, members, attorneys, accountants, agents, representatives, advisors and employees, each in their capacity as such (the "**Indemnified Parties**") from, against and in

respect of any and all losses, costs, damages or expenses, including attorneys' fees, imposed on, sustained by, incurred or suffered by, or asserted against, any of the Indemnified Parties, whether in respect of third-party claims, claims between Buyer or Buyer's Designee, as applicable, and Kodak, or otherwise, directly or indirectly arising out of or as a result of (a) the Assumed Liabilities, (b) the use, possession, or ownership of the Assigned Assets following the Closing or (c) any claim brought against Kodak by a counterparty to a Bidco DC/KISS Patent License Agreement (except for (i) any breach by Kodak of the provisions of Section 8.5 of any such Bidco DC/KISS Patent License Agreement, or (ii) any claim of fraud; provided that, if it is determined that any such Indemnified Party is not liable for fraud with respect to such claim, Buyer (and Buyer's Designee, as applicable), shall pay to the Indemnified Parties promptly all losses, costs, damages and expenses, including attorneys' fees, imposed on, sustained by, incurred or suffered by, or asserted against, such Indemnified Parties relating to such claim).

Section 8.6 Reliance. Each of Buyer and Buyer's Designee, as applicable, and Kodak acknowledges that it is a sophisticated party and has such knowledge and experience in financial and business matters as to be capable of evaluating independently the merits, risks and suitability of entering into this Agreement and consummating the Transaction. Each of Buyer and Buyer's Designee, as applicable, and Kodak is dealing with the other on a professional arm's-length basis and has expertise in assessing tax, legal, jurisdictional, regulatory and other risks associated with entering into this Agreement and consummating the Transaction.

Section 8.7 Remedies; Injunctive Relief; No Recourse.

(a) Damages at law may be an inadequate remedy for the breach by Buyer (or Buyer's Designee, as applicable) or Kodak of any of its covenants, promises and agreements contained in this Agreement, and, accordingly, each of Buyer (and Buyer's Designee, as applicable) and Kodak shall be entitled to injunctive relief with respect to any such breach, including specific performance of such covenants, promises or agreements or an order enjoining a party from any threatened, or from the continuation of any actual, breach of the covenants, promises or agreements contained in this Agreement. The rights of Buyer (and Buyer's Designee, as applicable) and Kodak set forth in this Section 8.7(a) shall be in addition to any other rights which a party may have at law or in equity pursuant to this Agreement.

(b) Notwithstanding anything that may be expressed or implied in this Agreement, or any document or instrument delivered in connection herewith, except as set forth under the Funding Commitment, by its acceptance of the benefits of this Agreement, Kodak covenants, agrees and acknowledges that no Person other than Buyer (and Buyer's Designee, if applicable) has any liability, obligation or commitment of any nature, known or unknown, whether due or to become due, absolute, contingent or otherwise, under this Agreement and that, notwithstanding that Buyer may be a limited partnership or limited liability company, Kodak has no right of recovery under this Agreement or under any document or instrument delivered as provided in this Agreement (except as may be set forth under the Funding Commitment), and no personal liability whatsoever shall attach to, be imposed upon or be incurred by, any former, current or future equity holders, controlling persons, directors, trustees, officers, employees, advisors, agents, Affiliates, members, managers, general or limited partners, successors or assignees of Buyer (and Buyer's Designee, if applicable) or any former, current or future equity holder, controlling person, director, trustee, officer, employee, advisor, agent, Affiliate, member,

manager, general or limited partner, successor or assignee of any of the foregoing, whether by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable Law, or otherwise with respect to each of the foregoing under this Agreement or under any document or instrument delivered as provided in this Agreement. Notwithstanding the foregoing and for the avoidance of doubt, nothing in this Section 8.7 shall release any License Participant (as defined in the Funding Commitment) of such License Participant's obligations to pay the amount it is required to pay under the Funding Commitment, including the License Fees under Section 5.14 in accordance with the terms of the Funding Commitment and this Agreement.

(c) EXCEPT IN THE CASE OF FRAUD, WITHOUT WAIVING ANY OTHER RIGHTS OF THE PARTIES, INCLUDING ANY RIGHT TO SEEK SPECIFIC PERFORMANCE OR SEEK OTHER EQUITABLE RELIEF OR ANY RIGHTS UNDER THE FUNDING COMMITMENT AND EXCEPT FOR ANY LIABILITY OF BUYER PURSUANT TO SECTION 5.8 AND SECTION 8.5, IN NO EVENT SHALL (i) BUYER'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE CLOSING AMOUNT, SUCH CLOSING AMOUNT BEING CALCULATED AS IF ALL LICENSE FEES ARE ACTUALLY RECEIVED BY KODAK, (ii) BUYER BE LIABLE IN ANY MANNER WHATSOEVER FOR THE BREACH BY (X) ITS DESIGNEE HEREUNDER OF SUCH DESIGNEE'S OBLIGATIONS HEREUNDER, OR (Y) ANY LICENSE PARTICIPANT (AS DEFINED IN THE FUNDING COMMITMENT) OF SUCH LICENSE PARTICIPANT'S OBLIGATIONS UNDER THE FUNDING COMMITMENT OR UNDER ANY BIDCO DC/KISS PATENT LICENSE AGREEMENT OR RETAINED PATENT LICENSE AGREEMENT, OR (iii) BUYER'S DESIGNEE BE LIABLE IN ANY MANNER WHATSOEVER FOR THE BREACH BY BUYER OF BUYER'S OBLIGATIONS HEREUNDER (EXCEPT FOR ANY LIABILITY PROVIDED FOR UNDER THE FUNDING COMMITMENT). THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

Section 8.8 Expenses.

(a) Except as otherwise expressly provided by this Agreement, all costs and expenses incurred in connection with this Agreement, the Transaction and the FlashPoint Agreements will be borne by the party incurring the same.

(b) Notwithstanding the foregoing, if either party terminates this Agreement pursuant to Section 7.1(d), then Kodak shall pay to Buyer an amount equal to the Termination Expenses in same-day funds promptly, and in no event later than twenty (20) Business Days after the earlier of (i) if Buyer is the terminating party, delivery of the written notice of termination required by Section 7.1, such notice to include a written statement setting forth in reasonable detail all Termination Expenses Buyer incurred prior to the date of such termination, and (ii) if Kodak is the terminating party, Buyer's delivery of a written statement setting forth in reasonable detail all Termination Expenses incurred prior to the date of such termination; provided Kodak shall have no obligation to pay any amount pursuant to this Section 8.8(b) if prior to such termination, Buyer or Buyer's Designee (if applicable) is in material breach of its obligations under this Agreement or if any License Participant (as defined in the Funding

Commitment) is in material breach of its obligations under the Funding Commitment, in each case (i) for which Kodak provided written notice of such material breach prior to such termination and which material breach was incurable or remained uncured within the earlier of (a) ten (10) days after written notice thereof and (b) such termination, and (ii) which material breach was not caused by a prior material breach by Kodak of its obligations under this Agreement. To the extent Kodak fails to pay any amount of the Termination Expenses if and when Kodak is required to pay such amount under this Section 8.8(b), Buyer shall have an Administrative Expense Claim against Kodak and its bankruptcy estate for such unpaid amount as set forth in the Conditional Sale Order.

(c) Buyer shall use commercially reasonable efforts to inform Kodak in writing promptly of each One Million US Dollars (\$1,000,000) of Termination Expenses Buyer incurs (as determined based on Buyer's good faith estimates) and, upon the reasonable request of Kodak, to provide Kodak with its estimated allocation of such Termination Expenses. Kodak shall have the right to review the detail supporting any statement provided hereunder or any of the related remittances and, for the purposes of verifying the amounts set forth on such statements or remittances, Buyer shall provide to Kodak any supporting documentation reasonably requested by Kodak with respect to any such statement or remittance.

Section 8.9 Schedules. The disclosure of any matter in the Disclosure Schedule referred to in Section 4.1 will be deemed to be a disclosure for any representation or warranty made by Kodak in Section 4.1 to the extent the applicability of such disclosure to such representation or warranty is reasonably apparent. The disclosure of any matter in the Disclosure Schedule will expressly not be deemed to constitute an admission by Kodak, or otherwise to imply, that any such matter is material for the purposes of this Agreement. Prior to Closing, Kodak shall deliver to Buyer and Buyer's Designee, as applicable, updates to the Disclosure Schedule, if any, containing any additions and changes to the Disclosure Schedule delivered on the date hereof to reflect matters or events which occur after the date hereof and which are required in order for the representations and warranties set forth in Section 4.1 to be correct. The delivery of such updated Disclosure Schedule shall not be deemed a waiver by Buyer or Buyer's Designee, as applicable, of its closing condition contained in Section 6.2(a) but shall be taken into account in determining the satisfaction of such condition.

Section 8.10 Governing Law. This Agreement will be governed by and construed in accordance with the Laws of the State of New York without regard to principles of conflicts of law, to the extent they would result in application of the Laws of any other jurisdiction. The parties hereby submit to the exclusive jurisdiction of the United States Bankruptcy Court for the Southern District of New York and any U.S. federal appellate court therefrom (or, if the United States Bankruptcy Court for the Southern District of New York declines to or may not accept authority or jurisdiction over a particular matter, the United States District Court for the Southern District of New York; or if the United States District Court for the Southern District of New York declines to or may not accept jurisdiction over a particular matter, any state court within New York County of the State of New York) for any actions, suits or proceedings arising out of or relating to this Agreement or the Transaction (and each party agrees not to commence any action, suit or proceeding relating thereto except in such courts), and each party further agrees that service of any process, summons, notice or document by a nationally recognized overnight courier service to its respective address set forth in Section 8.1

shall be effective service of process for any action, suit or proceeding brought against it in any such court.

Section 8.11 No Presumption. The parties agree that this Agreement was negotiated fairly between them at arm's-length and that the final terms of this Agreement are the product of the parties' negotiations. Each party represents and warrants that it has sought and received experienced legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a party on the grounds that such party drafted or was more responsible for drafting the provisions.

Section 8.12 No Set-off, Deduction or Counterclaim. Except as expressly provided in Section 3.2 with respect to the Deposit, every payment payable by either party under this Agreement or under any of the other Transaction Documents shall be made in full without any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges howsoever arising and shall be free and clear of, and without deduction of, or withholding for, any amount which is due and payable to such party by the other party whether under this Agreement or under any of the other Transaction Documents or otherwise.

Section 8.13 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be deemed revised and interpreted so as best to accomplish the objectives of such provision within the limits of applicable Law.

Section 8.14 Bulk Sales Law. Subject to the entry of the Final Sale Order, each party waives compliance by the other party with any applicable bulk sales Law.

Section 8.15 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to, and shall not, confer upon any Person other than Buyer, Buyer's Designee, Kodak, the Indemnified Parties and their respective successors, legal representatives and permitted assigns, any legal or equitable rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

Section 8.16 Entire Agreement. This Agreement, together with the Ancillary Agreements, the Buyer Non-Disclosure Agreement (and the Designee Non-Disclosure Agreement, as applicable), the Licensee Supplemental NDAs and the FlashPoint Agreements, contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters.

Section 8.17 Headings. The heading references herein are for convenience purposes only, do not constitute a part of this Agreement and will not be deemed to limit or affect any of the provisions hereof.

Section 8.18 Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same Agreement. Facsimile signatures or signatures delivered by email in .pdf or similar format will be deemed original signatures for purposes of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of
the date first above written.

EASTMAN KODAK COMPANY

**INTELLECTUAL VENTURES FUND 83
LLC**



Name: Patrick M. Sheller
Title: Sr. Vice President

Name:
Title:

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

EASTMAN KODAK COMPANY

INTELLECTUAL VENTURES FUND 83
LLC

Name:
Title:



Name:
Title:

Schedule 1.1(a): Assigned Patents

[see attached]

DC Patents

Docket	Ctry	Appln No	Patent #	Grant Date
56762	US	07/781,467	5563963	10/08/1996
60520	JP	1993-214381	2559986	09/05/1996
61143	JP	93/0129662	3668499	04/15/2005
61291	US	07/697,868	5600731	02/04/1997
62621-2	US	08/005,326	5321509	06/14/1994
62882	US	08/243,433	5598482	01/28/1997
63063	US	07/805,328	5621738	04/15/1997
63160	JP	93/0230511	3359709	10/11/2002
63728	DE	94116669.6	69420226.6	08/25/1999
63728	FR	94116669.6	0652673	08/25/1999
63728	GB	94116669.6	0652673	08/25/1999
63728	JP	94/0265913	3845457	08/25/2006
63728	US	08/148,765	6278800	08/21/2001
64592	US	08/342,994	5438366	08/01/1995
65099	DE	95102733.3	69518560.8	08/30/2000
65099	JP	95/0036552	3781449	03/17/2006
65099	US	08/202,538	5563655	10/08/1996
65225	EP	94119641.2		
65226	DE	94109952.5	69415876.3	01/13/1999
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Schedule 1.1(b): Assigned Royalty Stream Licenses

1. Patent License Agreement between Eastman Kodak Company and Ability Enterprise Co., Ltd. dated August 18, 2003.
2. 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.
3. Patent License Agreement between Eastman Kodak Company and Asia Optical Co., Inc. dated April 9, 2004 and Amendment 1 dated July 12, 2006.
4. Patent License Agreement between Eastman Kodak Company and DXG Technology Corp. dated July 8, 2008 and Amendment 1 dated July 8, 2008.
5. Patent License Agreement between Eastman Kodak Company and Flextronics International Ltd. dated Sept. 18, 2006.
6. 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.
7. Patent License Agreement between Eastman Kodak Company and Garmin International, Inc. dated Mar. 31, 2005.
8. Patent License Agreement between Eastman Kodak Company and Leaf Imaging Ltd. dated September 15, 2009.
9. Patent License Agreement between Eastman Kodak Company and Newsan S.A. dated January 1, 2011.
10. Patent License Agreement between Eastman Kodak Company and Samsung Techwin Co., Ltd. date January 1, 2004, Amendment 1 dated July 18, 2004 and Amendment 2 dated July 12, 2006.
11. Patent License Agreement between Eastman Kodak Company and Sanyo Electronic Co., Ltd. dated January 1, 2005 and Amendment 1 dated July 12, 2006.
12. Patent License Agreement between Eastman Kodak Company and Skanhex Technology Inc. dated May 12, 2003 and Amendment dated Dec. 31, 2003.

Schedule 1.1(c): Certain Rights and Interests

None.

Schedule 1.1(d): Scheduled Agreements

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 Altek Corporation, dated July 1, 2004, as amended by Amendment 1, dated July 12, 2006 and Amendment 2, dated July 1, 2006.
3. Patent License Agreement between Eastman Kodak Company and Asia Optical Co., Inc., dated April 9, 2004, as amended by Amendment 1, dated July 12, 2006.
4. Patent License Agreement between Eastman Kodak Company and Canon Inc., dated Nov. 1, 2006 and Letter Agreement, dated Nov. 28, 2006.
5. Amended and Restated Patent Cross License Agreement between Eastman Kodak Company and Casio Computer Company, Ltd., dated June 20, 2006, as amended by Amendment 1, dated June 29, 2006 and Amendment 2, dated Dec. 22, 2006.
6. Amended and Restated Combination Patent License Agreement between Eastman Kodak Company and Casio Computer Company, Ltd., dated June 20, 2006, as amended by Amendment 1, dated June 29, 2006 and Amendment 2, dated Dec. 22, 2006.
7. Patent License Agreement between Eastman Kodak Company and DXG Technology Corp., dated July 8, 2008, as amended by Amendment 1, dated July 8, 2008.
8. Patent License Agreement between Eastman Kodak Company and Flextronics International Ltd., dated Sept. 18, 2006.
9. Patent License Agreement between Eastman Kodak Company and Funai Electric Co., Ltd., dated May 12, 2004, Memorandum, dated May 12, 2004, as amended by Amendment 1, dated July 12, 2006.
10. Patent License Agreement between Eastman Kodak Company and Garmin International, Inc., dated Mar. 31, 2005.
11. Patent License Agreement between Eastman Kodak Company, Hewlett-Packard Company and Hewlett-Packard Development Company, L.P., dated Jan. 1, 2005.
12. Patent Cross License Agreement between Eastman Kodak Company and Intel Corporation, dated on or about April 30, 1998.
13. Collaborative Development and License Agreement for Digital Image Capture Products between Eastman Kodak Company and Intel Corporation, dated Apr. 30, 1998.
14. Digitization Agreement between Eastman Kodak Company and Intel Corporation, dated Apr. 28, 1998, as amended by letter amendment dated Nov. 16, 1998.
15. Amended and Restated License and Marketing Agreement between Eastman Kodak Company and Intel Corporation dated as of Jan. 1, 1999, amending and restating the License and Marketing Agreement, dated Apr. 28, 1998 (as previously amended on Oct. 20, 1998).
16. Agreement between Eastman Kodak Company and Intel Corporation, dated June 29, 1992 (licensing certain patents).
17. Patent License Agreement between Eastman Kodak Company and Victor Company of Japan, Limited (JVC), dated Dec. 21, 2007.
18. Patent License Agreement between Eastman Kodak Company and Kyocera Corporation dated August 21, 2002

19. Patent License Agreement between Eastman Kodak Company and LG Electronics Inc., dated Nov. 30, 2009.
20. Patent License Agreement between Eastman Kodak Company and Leaf Imaging Ltd., dated Sept. 15, 2009.
21. Patent License Agreement between Eastman Kodak Company and Matsushita Electric Industrial Co., Ltd. (Panasonic), dated Dec. 21, 2007.
22. Amended and Restated Patent License Agreement between Eastman Kodak Company and Motorola, Inc., now known as Motorola Solutions, Inc., dated Sept. 30, 2008.
23. 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.
24. Patent License Agreement between Eastman Kodak Company and NEC Corporation, dated Dec. 24, 2010.
25. Patent License Agreement between Eastman Kodak Company and Newsan S.A., dated Jan. 1, 2011.
26. Amended and Restated Digital Still Camera Patent License Agreement between Eastman Kodak Company and Nikon Corporation, dated Oct. 21, 2005, amended and restated as of Sept, 30, 2007.
27. Amended and Restated Digital Single Lens Reflex Camera Patent License Agreement between Eastman Kodak Company and Nikon Corporation, dated Oct. 21, 2005, amended and restated as of Sept, 30, 2007.
28. Paid-Up License Agreement between Nikon Corporation and Applied Science Fiction, dated Apr. 1, 2002.
29. Patent License Agreement between Eastman Kodak Company and Nintendo Co., Ltd., dated April 5, 2009.
30. Agreement between Eastman Kodak Company and Konica Corporation, dated Apr. 1, 2002, as amended by Amendment dated July 23, 2004, and Amendment No. 2 dated June 29, 2006.
31. Patent License Agreement between Eastman Kodak Company and Nokia Corporation, dated Sept. 30, 2008.
32. Amended and Restated Patent Cross-License Agreement between Eastman Kodak Company and Olympus Corporation, dated Sept. 22, 2006
33. Patent License Agreement between Eastman Kodak Company and Ricoh Company, Ltd., dated May 1, 2002, as amended on July 12, 2006 and December 5, 2007.
34. Patent License Agreement between Eastman Kodak Company and Sakar International, Inc., dated Mar. 30, 2011.
35. Term Sheet for Samsung-Kodak Patent License Agreement between Eastman Kodak Company and its Subsidiaries and Samsung Electronics Co., Ltd. and its Subsidiaries, dated Dec. 17, 2009, as amended by Amendment to the Term Sheet for Samsung-Kodak Patent License Agreement, dated Jan. 8, 2010.
36. Settlement Agreement between Eastman Kodak Company, Samsung Electronics Company Ltd., Samsung Electronics America, Inc., Samsung Telecommunications America, LLC and Samsung Electronics GMBH, dated Jan. 8, 2010.
37. Patent License Agreement between Eastman Kodak Company and Samsung Electronics Co., Ltd., dated Sept. 16, 2010.

38. Patent License Agreement between Eastman Kodak Company and Samsung Techwin Co., Ltd., dated Jan. 1, 2004, as amended by Amendment 1, dated July 18, 2004 and Amendment 2, dated July 12, 2006.
39. Patent License Agreement between Eastman Kodak Company and Sanyo Electronic Co., Ltd. dated January 1, 2005, as amended by Amendment 1, dated July 12, 2006.
40. Patent License Agreement between Eastman Kodak Company and Sharp Corporation, dated Oct. 1, 2011.
41. Patent License Agreement between Eastman Kodak Company and Skanhex Technology Inc., dated May 12, 2003, as amended by Amendment, dated Dec. 31, 2003.
42. Patent Cross-License Agreement between Eastman Kodak Company and Sony Ericsson Mobile Communications AB, dated Dec. 27, 2006.
43. Patent Cross-License Agreement between Eastman Kodak Company and Sony Corporation, dated Dec. 27, 2006.
44. Assignment and Patent License Agreement between Eastman Kodak Company and Group 47, LLC, dated Sept. 8, 2010, as amended by Amendment 1, dated Dec. 6, 2010 and Amendment 2, dated March 31, 2011.
45. Patent License Agreement between Eastman Kodak Company and Rohm and Haas Denmark Finance A/S, dated June 15, 2007.
46. Patent License Agreement between Eastman Kodak Company and Roper Acquisition Subsidiary, Inc., dated Nov. 15, 1999.
47. Patent License Agreement between Eastman Kodak Company and ITT Industries, Inc., dated Aug. 13, 2004.
48. Patent License Agreement between Eastman Kodak Company and BRC-K Acquisition Corp., dated Mar. 31, 2011.
49. Intellectual Property Agreement between Eastman Kodak Company and Carestream Health, Inc., dated April 30, 2007, as amended by Amendment No. 2, dated Jan. 1, 2008.
50. OLED Patent License Agreement between Eastman Kodak Company and LG Display Co. Ltd., dated Dec. 30, 2009.
51. Master Cross-License Agreement between Eastman Kodak Company and Truesense Imaging, Inc (formerly known as Image Sensor Technologies Acquisition Corporation), dated Dec. 29, 2011.
52. OLED Cross-License Agreement, between Chi-Mei EL Corporation and Eastman Kodak Company, dated May 23, 2007.
53. OLED License Agreement between Denso Corporation and Eastman Kodak Company, dated Nov. 28, 2001.
54. Nonexclusive Field of Use License Agreement Relating to OLED Technology for Non-Direct View, Headmount Displays, between FED Corporation (eMagin) and Eastman Kodak Company, dated April 1, 1998, as amended by Amendment 1, dated Mar. 16, 2000, and Amendment 2, dated Mar. 14, 2007.
55. Nonexclusive Field of Use License Agreement Relating to OLED Technology for Miniature, High Resolution Displays, between FED Corporation (eMagin) and Eastman Kodak Company, dated Mar. 29, 1999.
56. OLED License Agreement between Fuji Electric Holdings Co., Ltd. and Eastman Kodak Company, dated Apr. 23, 2004.

57. OLED License Agreement between Lightronik Technology, Inc. and Eastman Kodak Company, dated Dec. 31, 2003, as amended by Amendment 1, dated Dec. 31, 2003, and Amendment 2, dated Mar. 31, 2006.
58. OLED License Agreement between Lite Array Inc. and Eastman Kodak Company, dated July 13, 2000, as amended by Amendment 1, dated Aug. 31, 2001, and Amendment 2, dated Mar. 1, 2004.
59. OLED License Agreement between MicroOLED, SARL and Eastman Kodak Company, dated Nov. 19, 2009.
60. OLED License Agreement between Ness Display Co., Ltd. and Eastman Kodak Company, dated Aug. 24, 2004, as amended by Amendment 1, dated Dec. 1, 2004, and Amendment 2, dated Aug. 24, 2005.
61. OLED License Agreement between Opsys Ltd. and Eastman Kodak Company, dated Mar. 31, 2001.
62. OLED License Agreement between Optrex Corp. and Eastman Kodak Company, dated June 10, 2002, as amended by Amendment 1, dated Jul. 23, 2003, Amendment 2, dated Dec. 6, 2005, and Amendment 3, dated Nov. 1, 2008.
63. OLED License Agreement between Truly Semiconductors Ltd. and Eastman Kodak Company, dated July 17, 2003.
64. OLED License Agreement between Pioneer Electronic Corp. and Eastman Kodak Company, dated Sept. 5 1995, as amended by Amendment 1, dated Oct. 13, 1998.
65. OLED License Agreement between Ritek Corp. and Eastman Kodak Company dated May 15, 2000, as amended by Amendment 1, dated Jun. 12, 2001, and Amendment 2, dated Dec. 15, 2005.
66. OLED License Agreement between Tohoku Device Co., Ltd. and Eastman Kodak Company, dated May 26, 2006.
67. OLED License Agreement among Samsung NEC Mobile Display Co., Ltd. (SNMD), Samsung SDI Co., Ltd., NEC Corporation and Eastman Kodak Company, dated Jan. 1 2003, as amended by Amendment 1, dated Dec. 31, 2005, and Amendment 2, dated Dec. 31, 2006.
68. OLED License Agreement between Teco Electric and Machinery Co., Ltd. and Eastman Kodak Company, dated Mar. 15, 2000, as amended by Amendment 1, dated Jun. 6, 2001.
69. OLED License Agreement between TDK Corp. and Eastman Kodak Company, dated Aug. 12, 1999.
70. Patent License Agreement between Seiko Epson Corporation and Eastman Kodak Company, dated Oct. 1, 2006.
71. Software and Patent License Agreement between Zebra Technologies Corp. and Eastman Kodak Company, dated Feb. 1, 2007.
72. Joint Development Agreement between Zebra Technologies Corp. and Eastman Kodak Company, dated Oct. 1, 2004.
73. License Agreement for Photo CD Write-Read Software between IBM Corp. and Eastman Kodak Company, dated May 18, 1994.
74. Patent License Agreement for Image PAC Write-Read Software between Color Concept, Fastenrath & Meyfeldt GbR and Eastman Kodak Company, dated July 6, 1995.
75. License Agreement for Photo CD Write-Read Software between Apple Computer Inc. and Eastman Kodak Company, dated Oct. 17, 1995.

76. Patent License Agreement for Image PAC Write-Read Software between SAS Institute, Inc. and Eastman Kodak Company, dated Mar. 29, 1996.
77. Patent License Agreement for Image PAC Write-Read Software between Mind Systems Co., Ltd. and Eastman Kodak Company, dated April 22, 1996.
78. Patent License Agreement for Image PAC Write-Read Software Accusoft and Eastman Kodak Company, dated June 5, 1995.
79. Patent License Agreement for Image PAC Write-Read Software between Candela Ltd. and Eastman Kodak Company, dated May 2, 1995.
80. Patent License Agreement for Image PAC Write-Read Software between Cloanto Italia SRC and Eastman Kodak Company, dated Dec. 22, 1995.
81. Patent License Agreement for Image PAC Write-Read Software between Koyosha Graphics of America, Inc. and Eastman Kodak Company, dated May 12, 1995.
82. Patent License Agreement for Image PAC Write-Read Software between Nikon Corporation and Eastman Kodak Company, dated Sept. 14, 1995.
83. Patent License Agreement for Image PAC Write-Read Software between Peacock A.G. and Eastman Kodak Company, dated Sept. 25, 1995.
84. Patent License Agreement for Image PAC Write-Read Software between Personal Media Corp. and Eastman Kodak Company, dated Dec. 7, 1995.
85. Patent License Agreement for Image PAC Write-Read Software between Photosoft Inc. and Eastman Kodak Company, dated Sept. 15, 1995.
86. Patent License Agreement for Image PAC Write-Read Software between Shima Seiki Mfg., Ltd. and Eastman Kodak Company, dated Jan. 3, 1996.
87. Patent License Agreement for Image PAC Write-Read Software between Visiontel Inc. and Eastman Kodak Company, dated Nov. 8, 1995.
88. Patent License Agreement for Image PAC Write-Read Software between Dice America and Eastman Kodak Company, dated May 2, 1995.
89. Supplementary Software Agreement between Eastman Kodak Company and Philips Electronics, N.V., dated Oct. 1, 1996.
90. Patent License Agreement for Image PAC Write-Read Software between News International Newspapers, Ltd. and Eastman Kodak Company, dated Nov. 24, 1995.
91. Patent License Agreement for Image PAC Write-Read Software between Access Co, Ltd. and Eastman Kodak Company, dated May 17, 1996.
92. Patent License Agreement for Image PAC Write-Read Software between Scitex Corp, Ltd. and Eastman Kodak Company, dated Sept. 23, 1996.
93. Cross-License Agreement between Fuji Photo Film Co., Ltd. and Eastman Kodak Company, dated April 21, 1995.
94. Confidential Settlement, Release and License Agreement between DR Systems, Inc. and Eastman Kodak Company, dated Dec. 1, 2009.
95. Intellectual Property and Equipment Transfer Agreement between industrial Technology Research Institute and Eastman Kodak Company, dated Aug. 31, 2007.
96. License Agreement between IBM Corp. and Eastman Kodak Company, dated Jan 1, 1985.
97. Assignment and License Agreement between IBM Corp. and Applied Science Fiction Inc., dated Mar. 23, 2000.

98. Asset Purchase and Sale Agreement among Eastman Kodak Company, Eastman Software, Inc., ei Solutions, Inc. and (for certain limited purposes) William D. Oates, dated Aug. 10, 2000, including license to ei Solutions, Inc.
99. Intellectual Property License Agreement between National Semiconductor Corp. and Eastman Kodak Company, dated Sept. 7, 2004.
100. Termination and Release Agreement between Osterhout Design Group and Eastman Kodak Company, dated May 31, 2011, relating to Master Development Agreement between Osterhout Design Group and Eastman Kodak Company, dated September 10, 2010 (amended September 29, 2010).
101. License Agreement between IMAX Corporation and Eastman Kodak Company, dated July 18, 2011.
102. Lab Sales Agreement between CPI Corporation and Eastman Kodak Company, dated Aug. 1, 2008, as amended by Amendment 1, dated April 17, 2009, and Amendment 2, dated June 1, 2011.
103. Master Development and License Agreement between Industrial Technology Research Institute (ITRI) and Eastman Kodak Company, dated Nov. 12, 2002.
104. License Agreement between Filmlight Ltd., Filmlight Digital Film Technology Inc. and Eastman Kodak Company, dated Feb. 1, 2008.
105. License Agreement between Imagica Corporation and Eastman Kodak Company, dated Feb. 1, 2005, as amended by Amendment 1, assigning the agreement to Imagica Technologies Corp., dated Aug. 21, 2006, Amendment 2, dated Mar. 3, 2008 and a second titled Amendment 2, dated Mar. 1, 2009.
106. License Agreement covering between DaVinci Systems and Eastman Kodak Company, dated May 4, 2009.
107. License Agreement between Cintel international Ltd. and Eastman Kodak Company, dated May 5, 2007.
108. PASS Joint Development Agreement between Fuji Photo Film Co., Ltd., Konica-Minolta Photo Imaging Inc. and Eastman Kodak Company, dated July 20, 2004, and the extension agreement dated, July 20, 2005.
109. OLED License and Joint Development Agreement between Sanyo and Eastman Kodak Company, dated March 4, 2005.
110. Settlement Agreement between Sun Microsystems Inc. and Eastman Kodak Company, dated Oct. 7, 2004.
111. Development Agreement and amendments between Texas Instruments and Eastman Kodak Company, dated Oct. 30, 2004.
112. Master Agreement between Eastman Kodak Company and Lasergraphics, Inc., dated April 11, 2008.
113. Master Agreement between Eastman Kodak Company and Rennie Johnson & Associates, dated Mar. 22, 2010.
114. Master Agreement between Eastman Kodak Company and Arnold & Richter Cine Technik GmbH & Co. Betriebs KG, dated Dec. 1, 2004.
115. License Agreement between Digital Content Protection LLC and Eastman Kodak Company, dated June 9, 2008.

116. License and Distribution Agreement between Applied Science Fiction, Inc., and Pixel Magic Imaging, Inc., dated Aug. 9, 2000.
117. Master Agreement between Pacific Image Electronics Co., Ltd., and Applied Science Fiction, Inc., dated Oct. 24, 2002.
118. Master Agreement between Microtek International Inc. and Applied Science Fiction, Inc., dated Sept. 3, 2002.
119. ICE Technology Master License and Distribution Agreement between Acer Communications & Multimedia Inc. and Applied Science Fiction, Inc., dated Sept. 13, 2000.
120. Software License Agreement and Amendments 1 and 2 between Quark, Inc. and Eastman Kodak Company, dated Feb. 2, 1997.
121. Patent License Agreement between International Business Machines Corporation and Eastman Kodak Company, dated Jan. 1, 1990.
122. Patent Agreement between Wang Laboratories, Inc. and Microsoft Corporation, dated April 12, 1995.
123. License Agreement between Wang Laboratories, Inc. and Hewlett-Packard Company dated Nov. 9, 1984.
124. Master Consumer Inkjet Printer Business Agreement between Eastman Kodak Company and Samsung Electronics Co., Ltd., dated Sept. 16, 2011.
125. ImageLink Agreement between Eastman Kodak Company and Pentax Imaging Corporation, with a Commencement Date of January 1, 2005 and an Effective Date of September 7, 2005, as amended on April 19, 2006 and notice of termination dated March 28, 2006.
126. FlashPoint Technology License Agreement between Eastman Kodak Company and FlashPoint Technology, Inc., dated March 17, 1997.
127. Development Agreement between Eastman Kodak Company and FlashPoint Technology, Inc., effective Jan 1, 1997.
128. Development Agreement between Eastman Kodak Company and FlashPoint Technology, Inc., effective Nov 5, 1998.
129. FlashPoint Technology, Inc. Patent License Agreement between Eastman Kodak Company and FlashPoint Technology, Inc., dated June 5, 2003.
130. Digital Print Order File Specification Agreement by and between Aviv Technology Development Ltd. (ATD Ltd.) and Eastman Kodak Company, dated June 9, 2011.
131. Digital Print Order File Specification Agreement by and between Flog LLC. and Eastman Kodak Company, dated January 3, 2011.
132. Digital Print Order File Specification Agreement by and between Ernstsonifoto AB and Eastman Kodak Company, dated February 4, 2010.
133. Digital Print Order File Specification Agreement by and between VPI Engineering and Eastman Kodak Company, dated June 2, 2009.
134. Digital Print Order File Specification Agreement by and between Microsoft Corporation and Eastman Kodak Company, dated June 25, 2008.
135. Digital Print Order File Specification Agreement by and between Qualcomm Incorporated and Eastman Kodak Company, dated April 23, 2008.
136. Digital Print Order File Specification Agreement by and between Monade Co. and Eastman Kodak Company, dated January 21, 2008.

137. Digital Print Order File Specification Agreement by and between Novatek Microelectronics Corp (formerly Cheerteck Inc.) and Eastman Kodak Company, dated December 8, 2007.
138. Digital Print Order File Specification Agreement by and between Jungo Ltd. and Eastman Kodak Company, dated February 28, 2007.
139. Digital Print Order File Specification Agreement by and between Ineta Doo and Eastman Kodak Company, dated January 4, 2007.
140. Digital Print Order File Specification Agreement by and between Softeq Development Ltd. and Eastman Kodak Company, dated December 19, 2006.
141. Digital Print Order File Specification Agreement by and between Future Lab Ltd. and Eastman Kodak Company, dated October 11, 2006.
142. Digital Print Order File Specification Agreement by and between Texas Instruments Incorporated and Eastman Kodak Company, dated June 29, 2006.
143. Digital Print Order File Specification Agreement by and between TTPCom Ltd. and Eastman Kodak Company, dated May 4, 2006.
144. Digital Print Order File Specification Agreement by and between U.S. Patent & Trademark Office and Eastman Kodak Company, dated May 24, 2006.
145. Digital Print Order File Specification Agreement by and between Lab Net Plus and Eastman Kodak Company, dated January 9, 2006.
146. Digital Print Order File Specification Agreement by and between KIS and Eastman Kodak Company, dated November 28, 2005.
147. Digital Print Order File Specification Agreement by and between Kerch Net and Eastman Kodak Company, dated October 13, 2005.
148. Digital Print Order File Specification Agreement by and between Teco Image Systems Co., Ltd. and Eastman Kodak Company, dated October 13, 2005.
149. Digital Print Order File Specification Agreement by and between Ambarella Taiwan Ltd. and Eastman Kodak Company, dated September 30, 2005.
150. Digital Print Order File Specification Agreement by and between Mentor Graphics Corporation and Eastman Kodak Company, dated August 26, 2005.
151. Digital Print Order File Specification Agreement by and between LJD Digital Security Ltd and Eastman Kodak Company, dated August 16, 2005.
152. Digital Print Order File Specification Agreement by and between Chiizu Pty. Ltd. and Eastman Kodak Company, dated August 4, 2005.
153. Digital Print Order File Specification Agreement by and between Fotonation Ltd. and Eastman Kodak Company, dated July 14, 2005.
154. Digital Print Order File Specification Agreement by and between Agilent Technologies Inc. and Eastman Kodak Company, dated July 11, 2005.
155. Digital Print Order File Specification Agreement by and between Industrial Technology Research Institute (ITRI) and Eastman Kodak Company, dated June 27, 2005.
156. Digital Print Order File Specification Agreement by and between Revelaonline Maif S.L. and Eastman Kodak Company, dated June 15, 2005.
157. Digital Print Order File Specification Agreement by and between Synthesis IT De Mexico SA DE CV and Eastman Kodak Company, dated June 15, 2005.
158. Digital Print Order File Specification Agreement by and between Poeware SP. 20.0 and Eastman Kodak Company, dated June 3, 2005.

159. Digital Print Order File Specification Agreement by and between Onpixon Pty. Ltd. and Eastman Kodak Company, dated May 20, 2005.
160. Digital Print Order File Specification Agreement by and between Sony Ericsson Mobile Communications AB and Eastman Kodak Company, dated April 12, 2005.
161. Digital Print Order File Specification Agreement by and between Vantec Corporation and Eastman Kodak Company, dated March 11, 2005.
162. Digital Print Order File Specification Agreement by and between Atinav and Eastman Kodak Company, dated February 28, 2005.
163. Digital Print Order File Specification Agreement by and between Motorola Inc. and Eastman Kodak Company, dated February 11, 2005.
164. Digital Print Order File Specification Agreement by and between Moore Computer Consultants, Incorporated and Eastman Kodak Company, dated February 7, 2005.
165. Digital Print Order File Specification Agreement by and between Olivetti Technost SPA and Eastman Kodak Company, dated February 1, 2005.
166. Digital Print Order File Specification Agreement by and between G.P.E. s.r.l and Eastman Kodak Company, dated December 15, 2004.
167. Digital Print Order File Specification Agreement by and between M-Photo Ltd. and Eastman Kodak Company, dated December 15, 2004.
168. Digital Print Order File Specification Agreement by and between Prolific Technology Inc. and Eastman Kodak Company, dated December 2, 2004.
169. Digital Print Order File Specification Agreement by and between Digital Printer S.R.L. and Eastman Kodak Company, dated November 19, 2004.
170. Digital Print Order File Specification Agreement by and between Wal-Mart.com USA, LLC and Eastman Kodak Company, dated November 18, 2004.
171. Digital Print Order File Specification Agreement by and between Match Lab, Inc. and Eastman Kodak Company, dated October 21, 2004.
172. Digital Print Order File Specification Agreement by and between Honyi Precision Industry Co., Ltd. and Eastman Kodak Company, dated July 21, 2004.
173. Joint Development Agreement by and between Konica Minolta Photo Imaging Inc. and Eastman Kodak Company, dated July 20, 2004.
174. Digital Print Order File Specification Agreement by and between Pikaone and Eastman Kodak Company, dated May 28, 2004.
175. Digital Print Order File Specification Agreement by and between Foto IVKO and Eastman Kodak Company, dated April 28, 2004.
176. Digital Print Order File Specification Agreement by and between Deltra Software and Eastman Kodak Company, dated March 18, 2004.
177. Digital Print Order File Specification Agreement by and between Abiconet International Co., Ltd. and Eastman Kodak Company, dated February 9, 2004.
178. Digital Print Order File Specification Agreement by and between Wipro Technologies and Eastman Kodak Company, dated February 4, 2004.
179. Digital Print Order File Specification Agreement by and between Tatung Company and Eastman Kodak Company, dated January 22, 2004.
180. Digital Print Order File Specification Agreement by and between Legend (Beijing Limited) and Eastman Kodak Company, dated November 17, 2003.

181. Digital Print Order File Specification Agreement by and between LG Electronics Inc. and Eastman Kodak Company, dated October 24, 2003.
182. Digital Print Order File Specification Agreement by and between Sagem S.A. and Eastman Kodak Company, dated October 21, 2003.
183. Digital Print Order File Specification Agreement by and between Solectron Technology Inc. and Eastman Kodak Company, dated October 21, 2003.
184. Digital Print Order File Specification Agreement by and between Campos Group Incorporated and Eastman Kodak Company, dated October 9, 2003.
185. Digital Print Order File Specification Agreement by and between Lexmark International, Inc. and Eastman Kodak Company, dated September 8, 2003.
186. Digital Print Order File Specification Agreement by and between Pixel Magic Imaging, Inc. and Eastman Kodak Company, dated August 29, 2003.
187. Digital Print Order File Specification Agreement by and between Resco Spol. S.R.O. and Eastman Kodak Company, dated August 29, 2003.
188. Digital Print Order File Specification Agreement by and between ESS Technology Inc. and Eastman Kodak Company, dated July 9, 2003.
189. Digital Print Order File Specification Agreement by and between Quanta Computer Incorporated and Eastman Kodak Company, dated June 16, 2003.
190. Digital Print Order File Specification Agreement by and between Nokia U.K. Limited and Eastman Kodak Company, dated June 16, 2003.
191. Digital Print Order File Specification Agreement by and between Concord Camera Corporation and Eastman Kodak Company, dated May 9, 2003.
192. Digital Print Order File Specification Agreement by and between ET&T Technology Company Limited and Eastman Kodak Company, dated April 29, 2003.
193. Digital Print Order File Specification Agreement by and between Whitech Pty Limited and Eastman Kodak Company, dated April 24, 2003.
194. Digital Print Order File Specification Agreement by and between China Integrated Circuit Design-Center and Eastman Kodak Company, dated April 17, 2003.
195. Digital Print Order File Specification Agreement by and between Syntek Semiconductor Company Ltd. and Eastman Kodak Company, dated April 17, 2003.
196. Digital Print Order File Specification Agreement by and between Oasis Semiconductor, Inc. and Eastman Kodak Company, dated March 13, 2003.
197. Digital Print Order File Specification Agreement by and between Canon Electronics Business Machines (H.K.) Co. Ltd. and Eastman Kodak Company, dated March 11, 2003.
198. Digital Print Order File Specification Agreement by and between Industrial Technology Research Institute (ITR). and Eastman Kodak Company, dated February 25, 2003.
199. Digital Print Order File Specification Agreement by and between Reseau Photo Rpssoft and Eastman Kodak Company, dated January 6, 2003.
200. Digital Print Order File Specification Agreement by and between Calima Technology Inc. and Eastman Kodak Company, dated December 19, 2002.
201. Digital Print Order File Specification Agreement by and between Nixvue Systems Pte Ltd. and Eastman Kodak Company, dated December 19, 2002.
202. Digital Print Order File Specification Agreement by and between Divio Inc. and Eastman Kodak Company, dated November 21, 2002.

203. Digital Print Order File Specification Agreement by and between Ascendlink Corp. and Eastman Kodak Company, dated November 21, 2002.
204. Digital Print Order File Specification Agreement by and between Welback Enterprises Ltd. and Eastman Kodak Company, dated September 19, 2002.
205. Digital Print Order File Specification Agreement by and between DXG Technology Corp. and Eastman Kodak Company, dated September 19, 2002.
206. Digital Print Order File Specification Agreement by and between Oak Technology, Inc. (Merged with Zoran Corp.) and Eastman Kodak Company, dated September 6, 2002.
207. Digital Print Order File Specification Agreement by and between Pictos Technologies Inc. and Eastman Kodak Company, dated September 6, 2002.
208. Digital Print Order File Specification Agreement by and between Ulead Systems Inc. and Eastman Kodak Company, dated May 22, 2002.
209. Digital Print Order File Specification Agreement by and between Zebra Technologies Corp. and Eastman Kodak Company, dated May 13, 2002.
210. Digital Print Order File Specification Agreement by and between Azuray Inc. and Eastman Kodak Company, dated April 11, 2002.
211. Digital Print Order File Specification Agreement by and between Photolighting Corp. and Eastman Kodak Company, dated March 13, 2002.
212. Digital Print Order File Specification Agreement by and between Venture Manufacturing(s) Ltd. and Eastman Kodak Company, dated March 14, 2002.
213. Digital Print Order File Specification Agreement by and between Matrix Semiconductor, Inc. and Eastman Kodak Company, dated March 8, 2002.
214. Digital Print Order File Specification Agreement by and between Redgrep SRO and Eastman Kodak Company, dated February 13, 2002.
215. Digital Print Order File Specification Agreement by and between Benq Corp. and Eastman Kodak Company, dated January 2, 2002.
216. Digital Print Order File Specification Agreement by and between Smal Camera Technologies, Inc. and Eastman Kodak Company, dated January 2, 2002.
217. Digital Print Order File Specification Agreement by and between Perception Digital Ltd. and Eastman Kodak Company, dated November 1, 2001.
218. Digital Print Order File Specification Agreement by and between Gretag Imaging AG and Eastman Kodak Company, dated October 25, 2001.
219. Digital Print Order File Specification Agreement by and between YXY Master Software and Eastman Kodak Company, dated October 18, 2001.
220. Digital Print Order File Specification Agreement by and between Compaq Computer Corp. and Eastman Kodak Company, dated September 26, 2001.
221. Digital Print Order File Specification Agreement by and between Samsung Techwin Co., Ltd. and Eastman Kodak Company, dated August 28, 2001.
222. Digital Print Order File Specification Agreement by and between Atmel Corp. and Eastman Kodak Company, dated July 19, 2001.
223. Digital Print Order File Specification Agreement by and between Newsoft Technology Corp. and Eastman Kodak Company, dated July 13, 2001.
224. Digital Print Order File Specification Agreement by and between Hi-Touch Imaging Technologies. and Eastman Kodak Company, dated July 13, 2001.

225. Digital Print Order File Specification Agreement by and between Nuvoton Technology Corp. and Eastman Kodak Company, dated June 26, 2001.
226. Digital Print Order File Specification Agreement by and between Sunplus Technology Co., Ltd. and Eastman Kodak Company, dated June 26, 2001.
227. Digital Print Order File Specification Agreement by and between Arcsoft Inc. and Eastman Kodak Company, dated May 9, 2001.
228. Digital Print Order File Specification Agreement by and between Viewquest Technologies Inc. and Eastman Kodak Company, dated April 17, 2001.
229. Digital Print Order File Specification Agreement by and between Logitech Inc. and Eastman Kodak Company, dated April 17, 2001.
230. Digital Print Order File Specification Agreement by and between Interdata Systems Ltd. and Eastman Kodak Company, dated February 15, 2001.
231. Digital Print Order File Specification Agreement by and between Intriguing Development Inc. and Eastman Kodak Company, dated January 31, 2001.
232. Digital Print Order File Specification Agreement by and between Sampo Corp. and Eastman Kodak Company, dated January 29, 2001.
233. Digital Print Order File Specification Agreement by and between Philips Semiconductors, Inc. and Eastman Kodak Company, dated January 25, 2001.
234. Digital Print Order File Specification Agreement by and between Ideation Technology Ltd. and Eastman Kodak Company, dated December 8, 2000.
235. Digital Print Order File Specification Agreement by and between Nucam Corp. and Eastman Kodak Company, dated November 29, 2000.
236. Digital Print Order File Specification Agreement by and between Grandtech Semiconductor Corp. and Eastman Kodak Company, dated November 29, 2000.
237. Digital Print Order File Specification Agreement by and between Mine Safety Appliance Co., and Eastman Kodak Company, dated November 17, 2000.
238. Digital Print Order File Specification Agreement by and between Snapsend AB and Eastman Kodak Company, dated November 17, 2000.
239. Digital Print Order File Specification Agreement by and between Montrose Hill Systems Inc. and Eastman Kodak Company, dated September 15, 2000.
240. Digital Print Order File Specification Agreement by and between Dionix and Eastman Kodak Company, dated September 15, 2000.
241. Digital Print Order File Specification Agreement by and between Hewlett Packard Co. and Eastman Kodak Company, dated September 6, 2000.
242. Digital Print Order File Specification Agreement by and between Altek Corp. and Eastman Kodak Company, dated June 21, 2000.
243. Digital Print Order File Specification Agreement by and between DiGibao S.A. and Eastman Kodak Company, dated June 13, 2000.
244. Digital Print Order File Specification Agreement by and between Appro Photoelectron Inc. and Eastman Kodak Company, dated June 12, 2000.
245. Digital Print Order File Specification Agreement by and between Sierra Imaging, Inc. and Eastman Kodak Company, dated May 5, 2000.
246. Digital Print Order File Specification Agreement by and between Premier Image Technology Corp. and Eastman Kodak Company, dated April 13, 2000.

247. Digital Print Order File Specification Agreement by and between Philips Semiconductor Hamburg and Eastman Kodak Company, dated February 10, 2000.
248. Digital Print Order File Specification Agreement by and between Samsung Electronics Co., Ltd. and Eastman Kodak Company, dated January 18, 2000.
249. Digital Print Order File Specification Agreement by and between CPI R&D Inc. and Eastman Kodak Company, dated December 1, 1999.
250. Digital Print Order File Specification Agreement by and between Sound Vision Inc. and Eastman Kodak Company, dated October 17, 1999.
251. Digital Print Order File Specification Agreement by and between Tekom Technologies, Inc. and Eastman Kodak Company, dated September 3, 1999.
252. Digital Print Order File Specification Agreement by and between Sienna Imaging Inc. and Eastman Kodak Company, dated August 19, 1999.
253. Digital Print Order File Specification Agreement by and between Primax Electronics Ltd. and Eastman Kodak Company, dated July 26, 1999.
254. Digital Print Order File Specification Agreement by and between Canon Information Systems, Inc. and Eastman Kodak Company, dated June 22, 1999.
255. Digital Print Order File Specification Agreement by and between Durst Phototechnik AG and Eastman Kodak Company, dated June 11, 1999.
256. Digital Print Order File Specification Agreement by and between Hua Well Electronics Optics Co., Ltd. and Eastman Kodak Company, dated June 11, 1999.
257. Digital Print Order File Specification Agreement by and between Digital Intelligence Incorporated and Eastman Kodak Company, dated April 30, 1999.
258. Digital Print Order File Specification Agreement by and between Skanhex Technology Inc. and Eastman Kodak Company, dated April 21, 1999.
259. Digital Print Order File Specification Agreement by and between Colorgraph UK Ltd. and Eastman Kodak Company, dated April 1, 1999.
260. Digital Print Order File Specification Agreement by and between Polaroid Corporation and Eastman Kodak Company, dated April 1, 1999.
261. Digital Print Order File Specification Agreement by and between Plug-In Systems and Eastman Kodak Company, dated March 11, 1999.
262. Digital Print Order File Specification Agreement by and between Fotowire Development SA and Eastman Kodak Company, dated March 11, 1999.
263. Digital Print Order File Specification Agreement by and between Telepix Imaging Incorporated and Eastman Kodak Company, dated March 11, 1999.
264. Digital Print Order File Specification Agreement by and between Flashpoint Technology Inc. and Eastman Kodak Company, dated February 4, 1999.
265. Digital Print Order File Specification Agreement by and between Kinpo Electronics, Inc. and Eastman Kodak Company, dated January 22, 1999.
266. Digital Print Order File Specification Agreement by and between Agfa-Gevaert A.G. and Eastman Kodak Company, dated January 7, 1999.
267. Digital Print Order File Specification Agreement by and between Zoran Microelectronics and Eastman Kodak Company, dated January 7, 1999.
268. Digital Print Order File Specification Agreement by and between Taiwan Telecommunication Industry Co., Ltd. and Eastman Kodak Company, dated January 7, 1999.

269. Digital Print Order File Specification Agreement by and between Mustek Systems Inc. and Eastman Kodak Company, dated December 18, 1998.
270. Digital Print Order File Specification Agreement by and between Pictureworks Technology, Inc. and Eastman Kodak Company, dated December 18, 1998.
271. Digital Print Order File Specification Agreement by and between Evercolor Rine Art and Eastman Kodak Company, dated December 16, 1998.
272. Digital Print Order File Specification Agreement by and between Epson America, Inc. and Eastman Kodak Company, dated December 16, 1998.
273. Digital Print Order File Specification Agreement by and between Pixelerate Incorporated and Eastman Kodak Company, dated December 11, 1998.
274. Digital Print Order File Specification Agreement by and between Minton Optic Industry Co., Ltd. and Eastman Kodak Company, dated December 11, 1998.
275. Digital Print Order File Specification Agreement by and between Pixology Limited (Formerly NBA Quality Systems) and Eastman Kodak Company, dated December 11, 1998.
276. Agreement by and between Canon, Inc., Eastman Kodak Company, Fuji Photo Film Co., Ltd., and Matsushita Electric Industrial Company, regarding Digital Print Order File, dated October 26, 1998 and Supplemental Agreement between such parties, dated Jul. 17, 2000.
277. Digital Print Order File Specification Agreement by and between Adminit and Eastman Kodak Company, dated December 17, 2007.
278. Digital Print Order File Specification Agreement by and between Arkfoto and Eastman Kodak Company, dated May 22, 2007.
279. Digital Print Order File Specification Agreement by and between Fototehnika LTD and Eastman Kodak Company, dated July 23, 2007.
280. Digital Print Order File Specification Agreement by and between NDD Medizintechnik, AG and Eastman Kodak Company, dated October 23, 2007.
281. Confirmatory License granted to the United States Federal Government by Eastman Kodak Company, dated June 13, 2002.
282. Photo CD Patent License Agreement for Read & Display Software, dated Oct. 26, 1993, between Eastman Kodak Company and Storm Technology, Inc.
283. Patent License Agreement for Photo CD Write-Read Software, dated Sept. 14, 1995, between Eastman Kodak Company and Miles Software GmbH.
284. Patent License Agreement for Image Pac Write-Read Software, dated Aug. 23, 1995, between Eastman Kodak Company and Software Dynamics GmbH.
285. Photo CD Patent License Agreement for Read & Display Software, dated Mar. 1, 1993, between Eastman Kodak Company and Applied Graphics Technologies.
286. Photo CD Patent License Agreement for Read & Display Software, dated Aug. 8, 1994, between Eastman Kodak Company and Purup Prepress A/S.
287. Photo CD Patent License Agreement for Read & Display Software, dated Mar. 1, 1993, between Eastman Kodak Company and Corporate Media.

Schedule 1.1(e): SSO Commitments

<u>Patents Associated with Standards Organizations</u>			
Standards in Which Patents Were Declared			
Standard	US Patent Number	Portfolio	Licensing Terms & History
SMPTE DC28 (Digital Cinema) [SMPTE: Society of Motion Picture & Television Engineers]	5583666	DC	<u>Terms:</u> Reasonable and nondiscriminatory. <u>History:</u> No licenses granted to date.
	5754184	KISS	
	5778385	DC	
	6017157	KISS	
	6069637	KISS	
	6111950	KISS	
	6269184	KISS	
	6278800	DC	
	6865550	KISS	
	6894806	KISS	
	6947061	DC	
6993196	KISS		
CIPA DPS Specification DC-001-2003 (PictBridge) [CIPA: Camera and Imaging Products Association]	6573927	DC	<u>Terms:</u> Reasonable and nondiscriminatory <u>History:</u> No licenses granted to date.
	7038714	DC	
Exchangeable Image File Format (EXIF2.2) JEITA CP-3451 [JEITA: Japan Electronics and Information Technology Industries Association]	6310647	DC	<u>Terms:</u> Reasonable and nondiscriminatory <u>History:</u> No licenses granted to date.
	5983229	DC	
	5696850	DC	
Consortia Specifications With No Specific Patents Declared			
Digital Print Order Format (DPOF)		DC	<u>Terms:</u> Reasonable and nondiscriminatory including no compensation option. <u>History:</u> 156 Specification Agreements, all set forth on Schedule 1.1(d) (Scheduled Agreements), which include option to license. No licenses granted to date.
Standards Which Did Not Require Specific Patents to be Declared			
Design Rule for Camera File system (DCF) JEITA CP-3461. [Note: This also applies to the same CIPA standard, CIPA DC-009-2010]		DC	<u>Terms:</u> Reasonable and nondiscriminatory <u>History:</u> No licenses granted to date.
CIPA Specification DC-007-2009 (MPF) [Note: This standard references the JEITA CP-3451 and CP-3461 standards.]		DC	<u>Terms:</u> Reasonable and nondiscriminatory <u>History:</u> No licenses granted to date.

ISO 12234-1 (Removable memory model) [ISO: Internal Organization for Standards]		DC	<u>Terms</u> : Reasonable and nondiscriminatory <u>History</u> : No licenses granted to date.
ISO 12234-2 (TIFF/EP Image formats)		DC	<u>Terms</u> : Reasonable and nondiscriminatory <u>History</u> : No licenses granted to date.
CIPA DPS Specification DCG-006-2012 (DPS over IP)		DC	<u>Terms</u> : Reasonable and nondiscriminatory <u>History</u> : No licenses granted to date.

Schedule 1.1(f): Co-Owned Patents*

Docket	Ctry	Appln No	Patent #	Grant Date
60092	FR	92121636.2	0547633	08/13/1997
60092	GB	92121636.2	0547633	08/13/1997
60092	DE	92121636.2	69221594.8	08/13/1997

* Note: These patents expire on December 18, 2012.

Schedule 1.1(g): Excluded Patents

Docket	Ctry	Appln No	Patent #	Grant Date
65936	US	08/330,572	5600391	02/04/1997
82698	FR	02078222.3	1286315	03/05/2008
82698	FR	02078219.9	1288871	02/27/2008
82698	GB	02078222.3	1286315	03/05/2008
82698	GB	02078219.9	1288871	02/27/2008
82698	DE	02078219.9	60225214.8	02/27/2008
82698	DE	02078222.3	60225385.3	03/05/2008
82698	JP	2002-236825	4021728	10/05/2007
82698	US	09/930,696	6973196	12/06/2005
82698	US	10/179,041	6973198	12/06/2005

Schedule 1.1(h): Listed Agreements

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 August 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.

Schedule 3.3(a): License Participants

Apple Inc.

Research In Motion Limited

Microsoft Corporation

Google Inc.

Samsung Electronics Co., Ltd.

Adobe Systems Incorporated

HTC Investment One (BVI) Corporation

FUJIFILM Corporation

Facebook, Inc.

Huawei Technologies Co., Ltd.

Amazon Fulfillment Services, Inc.

Shutterfly, Inc.

Schedule 5.15: Prepetition Claims

None.

Schedule 8.3: Buyer Designee

Apple Inc.

DISCLOSURE SCHEDULE
TO
PATENT SALE AGREEMENT
BETWEEN
EASTMAN KODAK COMPANY
AND
INTELLECTUAL VENTURES FUND 83 LLC

dated as of December 18, 2012¹

[FILED UNDER SEAL]

¹ Disclosure Schedule to be updated by Kodak prior to Closing.

BUYER DISCLOSURE SCHEDULE
TO
PATENT SALE AGREEMENT
BETWEEN
EASTMAN KODAK COMPANY
AND
INTELLECTUAL VENTURES FUND 83 LLC

dated as of December 18, 2012

[FILED UNDER SEAL]

Exhibit A: Kodak DC/KISS Grant-Back License Agreements

[FILED UNDER SEAL]

Exhibit B: Royalty Assignment Agreement

[see attached]

EXHIBIT B: FORM OF ROYALTY ASSIGNMENT AGREEMENT

ROYALTY ASSIGNMENT AGREEMENT

This Royalty Assignment Agreement (the “**Royalty Assignment Agreement**”) dated as of _____, is made by and between Eastman Kodak Company, a New Jersey corporation (“**Kodak**”), in favor of Intellectual Ventures Fund 83 LLC, a Delaware limited liability company (“**Buyer**”). All capitalized words and terms used in this Royalty Assignment Agreement and not defined herein shall have the respective meanings ascribed to them in the Patent Sale Agreement dated as of December 18, 2012, by and between Kodak and Buyer (the “**Agreement**”).

WHEREAS, on the terms and subject to the conditions of the Agreement, Kodak has agreed to assign, convey, sell, and transfer to Buyer, and Buyer has agreed to purchase and accept from Kodak, the Assigned Royalty Streams; and

WHEREAS, to effect and evidence the assignment, conveyance, sale, and transfer of the Assigned Royalty Streams from Kodak to Buyer, and the purchase and acceptance of the Assigned Royalty Streams by Buyer from Kodak, Kodak and Buyer desire to execute and deliver this Royalty Assignment Agreement; and

WHEREAS, pursuant to Section 3.3(a)(iv), Section 3.3(b)(iv), Section 6.2(c) and Section 6.3(c) of the Agreement, Buyer and Kodak are required to deliver executed counterparts of this Royalty Assignment Agreement as deliveries at, and conditions to, Closing;

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Kodak and Buyer hereby agree as follows:

1. On the terms and subject to the conditions of the Agreement, Kodak hereby assigns, conveys, sells, and transfers to Buyer, and Buyer hereby purchases and accepts from Kodak, all of Kodak’s right, title and interest in and to the Assigned Royalty Streams, in each case free and clear of all Claims and all Interests except for and subject to the Permitted Encumbrances and the Kodak Retained Rights. Such assignment, conveyance, sale, transfer, purchase, and acceptance of the Assigned Royalty Streams shall be effective as of the Closing.

2. Buyer and Kodak each hereby acknowledges and agrees that the assignment, conveyance, sale, transfer, purchase, and acceptance of the Assigned Royalty Streams is without any representation or warranty other than the representations and warranties expressly set forth in the Agreement, and that, other than the assignment, conveyance, sale, transfer, purchase and acceptance of the Assigned Royalty Streams effected and evidenced hereby, none of the respective rights, remedies, or obligations of either party under the Agreement shall be enlarged, modified, or altered in any way by this Royalty Assignment Agreement.

3. This Royalty Assignment Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same Royalty Assignment Agreement. Facsimile signatures or signatures delivered by email

in .pdf or similar format will be deemed original signatures for purposes of this Royalty Assignment Agreement.

4. Without further consideration, Kodak will execute and deliver any documents, instruments or conveyances of any kind and take all other actions which may be reasonably necessary or advisable to carry out the intent of this Royalty Assignment Agreement.

5. Any provision of this Royalty Assignment Agreement may be amended or waived if such amendment or waiver is in writing and signed, in the case of an amendment, by Buyer and Kodak, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided will be cumulative and, except as otherwise expressly provided herein, not exclusive of any rights or remedies provided by Law.

6. This Royalty Assignment Agreement will be governed by and construed in accordance with the Laws of the State of New York without regard to principles of conflicts of law, to the extent they would result in application of the Laws of any other jurisdiction. The parties hereby submit to the exclusive jurisdiction of the United States Bankruptcy Court for the Southern District of New York and any U.S. federal appellate court therefrom (or, if the United States Bankruptcy Court for the Southern District of New York declines to or may not accept authority or jurisdiction over a particular matter, the United States District Court for the Southern District of New York; or if the United States District Court for the Southern District of New York declines to or may not accept jurisdiction over a particular matter, any state court within New York County of the State of New York) for any actions, suits or proceedings arising out of or relating to this Royalty Assignment Agreement or the Transaction (and each party agrees not to commence any action, suit or proceeding relating thereto except in such courts), and each party further agrees that service of any process, summons, notice or document by a nationally recognized overnight courier service to its respective address set forth in Section 8.1 of the Agreement shall be effective service of process for any action, suit or proceeding brought against it in any such court.

[Signature Page Follows]

IN WITNESS WHEREOF, Kodak and Buyer have caused this Royalty Assignment Agreement to be duly executed as of the date first above written.

KODAK

BUYER

Eastman Kodak Company

Intellectual Ventures Fund 83 LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit C: Assumption Agreements

[see attached]

EXHIBIT C: FORM OF ASSUMPTION AGREEMENT

ASSUMPTION AGREEMENT

This Assumption Agreement (the “**Assumption Agreement**”) dated as of _____, is made by Intellectual Ventures Fund 83 LLC, a Delaware limited liability company (“**Buyer**”), in favor of Eastman Kodak Company, a New Jersey corporation (“**Kodak**”). All capitalized words and terms used in this Assumption Agreement and not defined herein shall have the respective meanings ascribed to them in the Patent Sale Agreement dated as of December 18, 2012, by and between Kodak and Buyer (the “**Agreement**”).

WHEREAS, on the terms and subject to the conditions of the Agreement, Kodak has agreed to assign, convey, sell, and transfer to Buyer, and Buyer has agreed to purchase and accept from Kodak, the Assigned Assets; and

WHEREAS, pursuant to Section 8.3 of the Agreement, Buyer has designated Designee to purchase certain of the Assigned Patents subject to the conditions specified therein; and

WHEREAS, on the terms and subject to the conditions of the Agreement, Buyer has agreed, and is required from and after Closing, to assume, and to discharge or perform when due, the Assumed Liabilities relating to the Assigned Assets to be purchased by Buyer; and

WHEREAS, to effect and evidence Buyer’s assumption of, and agreement to discharge or perform when due, the Assumed Liabilities relating to the Assigned Assets to be purchased by Buyer, Buyer and Kodak desire to execute and deliver this Assumption Agreement; and

WHEREAS, pursuant to Section 3.3(a)(v), Section 3.3(b)(v), Section 6.2(c) and Section 6.3(c) of the Agreement, Buyer and Kodak are required to deliver executed counterparts of this Assumption Agreement as deliveries at, and conditions to, Closing;

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer hereby agrees as follows:

1. Buyer hereby assumes, and agrees to discharge or perform when due, all of the Assumed Liabilities relating to the Assigned Assets to be purchased by Buyer.
2. Buyer does not assume or agree to perform or discharge any liability or obligation other than the Assumed Liabilities relating to the Assigned Assets to be purchased by Buyer.
3. Except for the Assumed Liabilities, Kodak and its Affiliates will retain all of their respective liabilities and obligations arising under or relating to (i) Kodak’s or any of its Affiliates’ ownership, enforcement or exploitation of the Assigned Assets to be purchased by Buyer, in each case prior to the Closing to the extent such liability or obligation is not an Assumed Liability, provided that the foregoing shall not limit Kodak's obligations under Section 5.4(c) of the Agreement, and (ii) any Contract concerning or relating to the Assigned Patents to be purchased by Buyer, each of which, for the avoidance of doubt, shall constitute an Excluded Liability. None of Kodak or any of its Affiliates will retain, assume or otherwise be responsible for any liability or obligation to the extent arising under or relating to ownership, enforcement or

exploitation of the Assigned Assets to be purchased by Buyer, in each case from and after Closing. Nothing in this Assumption Agreement shall be construed to obligate Buyer to maintain any Assigned Assets to be purchased by Buyer or continue the prosecution of or enforce any Assigned Patents to be purchased by Buyer.

4. It is expressly understood and agreed that Buyer is not assuming or becoming obligated to pay, perform or otherwise discharge or in any other manner becoming liable or responsible for any of the Excluded Liabilities. Buyer has no, and from and after the Closing, Buyer shall have no, liability with respect to any Excluded Liability as a result of this Assumption Agreement. As between Kodak and Buyer, Kodak shall be responsible for all Excluded Liabilities.

5. Buyer, by its execution of this Assumption Agreement, and Kodak, by its acceptance of this Assumption Agreement, each hereby acknowledges and agrees that, other than Buyer's assumption of, and agreement to discharge or perform when due, the Assumed Liabilities effected and evidenced hereby, none of the respective rights, remedies, or obligations of either party under the Agreement shall be enlarged, modified, or altered in any way by this Assumption Agreement.

6. Neither party may assign or delegate its rights or obligations under this Agreement (whether by operation of Law, change of control, or otherwise), either in whole or in part, without the prior written consent of the other party, except that (a) Buyer may, after the Closing, assign, delegate or transfer all or some of its obligations under this Agreement to a subsequent purchaser of all or some of the Assigned Patents to be purchased by Buyer to the extent such obligations can by their nature only be performed by an owner of the Assigned Patents, provided that Buyer remains liable jointly and severally with its assignee for all obligations of Buyer under this Agreement and (b) Kodak may assign, delegate or transfer any of its rights or obligations under this Agreement to any of its Affiliates or to any purchaser or successor of interest of all or substantially all of the business of Kodak to which the Assigned Patents pertain or any succeeding entity upon consummation of a plan of reorganization or liquidation pursuant to Chapter 11 of the Bankruptcy Code. Any attempted assignment or designation in violation of this Section 6 will be void and without effect. Subject to the foregoing, this Agreement will benefit and bind the parties' successors and permitted assigns.

7. This Assumption Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same Assumption Agreement. Facsimile signatures or signatures delivered by email in .pdf or similar format will be deemed original signatures for purposes of this Assumption Agreement.

8. Any provision of this Assumption Agreement may be amended or waived if such amendment or waiver is in writing and signed, in the case of an amendment, by Buyer and Kodak, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies

herein provided will be cumulative and, except as otherwise expressly provided herein, not exclusive of any rights or remedies provided by Law.

9. This Assumption Agreement will be governed by and construed in accordance with the Laws of the State of New York without regard to principles of conflicts of law, to the extent they would result in application of the Laws of any other jurisdiction. The parties hereby submit to the exclusive jurisdiction of the United States Bankruptcy Court for the Southern District of New York and any U.S. federal appellate court therefrom (or, if the United States Bankruptcy Court for the Southern District of New York declines to or may not accept authority or jurisdiction over a particular matter, the United States District Court for the Southern District of New York; or if the United States District Court for the Southern District of New York declines to or may not accept jurisdiction over a particular matter, any state court within New York County of the State of New York) for any actions, suits or proceedings arising out of or relating to this Assumption Agreement or the Transaction (and each party agrees not to commence any action, suit or proceeding relating thereto except in such courts), and each party further agrees that service of any process, summons, notice or document by a nationally recognized overnight courier service to its respective address set forth in Section 8.1 of the Agreement shall be effective service of process for any action, suit or proceeding brought against it in any such court.

[Signature Page Follows]

IN WITNESS WHEREOF, Buyer has caused this Assumption Agreement to be duly executed as of the date first above written.

BUYER

Intellectual Ventures Fund 83 LLC

By: _____

Name: _____

Title: _____

ACCEPTED as of _____ :

KODAK

Eastman Kodak Company

By: _____

Name: _____

Title: _____

DESIGNEE ASSUMPTION AGREEMENT

This Assumption Agreement (the “**Assumption Agreement**”) dated as of _____, is made by and between Apple Inc., a California corporation (“**Designee**”), in favor of Eastman Kodak Company, a New Jersey corporation (“**Kodak**”). All capitalized words and terms used in this Assumption Agreement and not defined herein shall have the respective meanings ascribed to them in the Patent Sale Agreement dated as of December 18, 2012, by and between Intellectual Ventures Fund 83 LLC, a Delaware limited liability company (“**Buyer**”) and Kodak (the “**Agreement**”).

WHEREAS, on the terms and subject to the conditions of the Agreement, Kodak has agreed to assign, convey, sell, and transfer to Buyer, and Buyer has agreed to purchase and accept from Kodak, the Assigned Assets; and

WHEREAS, pursuant to Section 8.3 of the Agreement, Buyer has designated Designee to purchase certain of the Assigned Patents subject to the conditions specified therein; and

WHEREAS, on the terms and subject to the conditions of the Agreement, Designee has agreed, and is required from and after Closing, to assume, and to discharge or perform when due, the Assumed Liabilities relating to the Assigned Patents to be purchased by Designee; and

WHEREAS, to effect and evidence Designee’s assumption of, and agreement to discharge or perform when due, the Assumed Liabilities relating to the Assigned Patents to be purchased by Designee, Designee and Kodak desire to execute and deliver this Assumption Agreement; and

WHEREAS, pursuant to Section 3.3(a)(v), Section 3.3(b)(v), Section 6.2(c) and Section 6.3(c) of the Agreement, Designee and Kodak are required to deliver executed counterparts of this Assumption Agreement as deliveries at, and conditions to, Closing;

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Designee hereby agrees as follows:

1. Designee hereby assumes, and agrees to discharge or perform when due, all of the Assumed Liabilities relating to the Assigned Patents to be purchased by Designee.

2. Designee does not assume or agree to perform or discharge, any liability or obligation other than the Assumed Liabilities relating to the Assigned Patents to be purchased by Designee.

3. Except for the Assumed Liabilities, Kodak and its Affiliates will retain all of their respective liabilities and obligations arising under or relating to (i) Kodak’s or any of its Affiliates’ ownership, enforcement or exploitation of the Assigned Patents to be purchased by Designee, in each case prior to the Closing to the extent such liability or obligation is not an

Assumed Liability, provided that the foregoing shall not limit Kodak's obligations under Section 5.4(c) of the Agreement, and (ii) any Contract concerning or relating to the Assigned Patents to be purchased by Designee, each of which, for the avoidance of doubt, shall constitute an Excluded Liability. None of Kodak or any of its Affiliates will retain, assume or otherwise be responsible for any liability or obligation to the extent arising under or relating to ownership, enforcement or exploitation of the Assigned Patents to be purchased by Designee, in each case from and after Closing. Nothing in this Assumption Agreement shall be construed to obligate Designee to maintain any Assigned Patents to be purchased by Designee or continue the prosecution of or enforce any Assigned Patents to be purchased by Designee.

4. It is expressly understood and agreed that Designee is not assuming or becoming obligated to pay, perform or otherwise discharge or in any other manner becoming liable or responsible for any of the Excluded Liabilities. Designee has no, and from and after the Closing, Designee shall have no, liability with respect to any Excluded Liability as a result of this Assumption Agreement. As between Kodak and Designee, Kodak shall be responsible for all Excluded Liabilities.

5. Designee, by its execution of this Assumption Agreement, and Kodak, by its acceptance of this Assumption Agreement, each hereby acknowledges and agrees that, other than Designee's assumption of, and agreement to discharge or perform when due, the Assumed Liabilities effected and evidenced hereby, none of the respective rights, remedies, or obligations of either party under the Agreement shall be enlarged, modified, or altered in any way by this Assumption Agreement.

6. Neither party may assign or delegate its rights or obligations under this Agreement (whether by operation of Law, change of control, or otherwise), either in whole or in part, without the prior written consent of the other party, except that (a) Designee may, after the Closing, assign, delegate or transfer all or some of its obligations under this Agreement to a subsequent purchaser of all or some of the Assigned Patents to be purchased by Designee to the extent such obligations can by their nature only be performed by an owner of the Assigned Patents, provided that Designee remains liable jointly and severally with its assignee for all obligations of Designee under this Agreement and (b) Kodak may assign, delegate or transfer any of its rights or obligations under this Agreement to any of its Affiliates or to any purchaser or successor of interest of all or substantially all of the business of Kodak to which the Assigned Patents pertain or any succeeding entity upon consummation of a plan of reorganization or liquidation pursuant to Chapter 11 of the Bankruptcy Code. Any attempted assignment or designation in violation of this Section 6 will be void and without effect. Subject to the foregoing, this Agreement will benefit and bind the parties' successors and permitted assigns.

7. This Assumption Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same Assumption Agreement. Facsimile signatures or signatures delivered by email in .pdf or similar format will be deemed original signatures for purposes of this Assumption Agreement

8. Any provision of this Assumption Agreement may be amended or waived if such amendment or waiver is in writing and signed, in the case of an amendment, by Designee and Kodak, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided will be cumulative and, except as otherwise expressly provided herein, not exclusive of any rights or remedies provided by Law.

9. This Assumption Agreement will be governed by and construed in accordance with the Laws of the State of New York without regard to principles of conflicts of law, to the extent they would result in application of the Laws of any other jurisdiction. The parties hereby submit to the exclusive jurisdiction of the United States Bankruptcy Court for the Southern District of New York and any U.S. federal appellate court therefrom (or, if the United States Bankruptcy Court for the Southern District of New York declines to or may not accept authority or jurisdiction over a particular matter, the United States District Court for the Southern District of New York; or if the United States District Court for the Southern District of New York declines to or may not accept jurisdiction over a particular matter, any state court within New York County of the State of New York) for any actions, suits or proceedings arising out of or relating to this Assumption Agreement or the Transaction (and each party agrees not to commence any action, suit or proceeding relating thereto except in such courts), and each party further agrees that service of any process, summons, notice or document by a nationally recognized overnight courier service to its respective address set forth in Section 8.1 of the Agreement in the case of Kodak and as set forth on the signature page hereto in the case of Designee, shall be effective service of process for any action, suit or proceeding brought against it in any such court.

[Signature Page Follows]

IN WITNESS WHEREOF, Designee has caused this Assumption Agreement to be duly executed as of the date first above written.

DESIGNEE

Apple Inc.

By: _____

Name: _____

Title: _____

Apple Inc.
1 Infinite Loop, 301-4GC
Cupertino, California 95014
Facsimile: (408) 974-8530
Attn: General Counsel

with copies to:

Apple Inc.
1 Infinite Loop, 40-PAT
Cupertino, California 95014
Facsimile: (408) 974-4992
Attn: Chief IP Counsel

and

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Telephone: 212-310-8340
Facsimile: 212-310-8007
Attn: Howard Chatzinoff

ACCEPTED as of _____ :

KODAK

Eastman Kodak Company

By: _____

Name: _____

Title: _____

Exhibit D: Retained Patents License Agreements

[FILED UNDER SEAL]

Exhibit E: Bidco DC/KISS Patent License Agreements

[FILED UNDER SEAL]

Exhibit F: Patent Power of Attorney

[see attached]

POWER OF ATTORNEY

[•], 2012

Reference is made to the Patent Sale Agreement (the “Agreement”), dated as of December 18, 2012, by and between Eastman Kodak Company (“Kodak”) and Intellectual Ventures Fund 83 LLC (the “Purchaser”). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement.

Kodak is the assignee of record of the entire right, title and interest in and to the patent applications and issued patents identified in the attached Exhibit A. Pursuant to the Agreement, Kodak hereby appoints the following patent practitioners, with full power to execute documents and take all other steps solely in connection with (a) effectuating and implementing the assignment of the patents and patent applications listed in the attached Exhibit A to the Purchaser (and/or its Designee, as applicable) pursuant to the Agreement, (b) perfecting the Purchaser’s (and/or its Designee’s, as applicable) title in, to and under such patents and patent applications pursuant to such assignment and transact all business in the United States Patent and Trademark Office, and any other state, national or regional patent office worldwide in connection therewith, and (c) as otherwise necessary for related bona fide purposes on a limited, case-by-case basis with the prior express written consent of Kodak (such consent not to be unreasonably withheld or delayed):

1) The following individuals:

NAME	ADDRESS	USPTO Registration Number
[•]	[•]	[•]
[•]	[•]	[•]
[•]	[•]	[•]
[•]	[•]	[•]

2) All registered patent practitioners associated with the firms listed on Schedule 1 attached hereto.

This Power of Attorney will be governed by and construed in accordance with the Laws of the State of New York without regard to principles of conflicts of law, to the extent they would result in application of the Laws of any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Kodak has duly executed this Power of Attorney as of the date first written above.

EASTMAN KODAK COMPANY

Name:

Title:

EXHIBIT A – List Of Patents And Patent Applications

[See Schedule 1.1(a) to the Patent Sale Agreement]

SCHEDULE 1 – List of Firms

NAME	ADDRESS	USPTO Customer Number
[•]	[•]	[•]
[•]	[•]	[•]
[•]	[•]	[•]
[•]	[•]	[•]

Exhibit G: Kodak Closing Certificate

[see attached]

EXHIBIT G: FORM OF KODAK CLOSING DELIVERIES CERTIFICATE

EASTMAN KODAK COMPANY

OFFICER'S CERTIFICATE

[●], 2012

The undersigned is the [●] of Eastman Kodak Company, a New Jersey corporation ("Kodak"). This Certificate is being delivered to Intellectual Ventures Fund 83 LLC, a Delaware limited liability company ("Buyer"), pursuant to Section 3.3(a)(xiv) of that certain Patent Sale Agreement, dated December 18, 2012 (the "Patent Sale Agreement"), by and between Kodak and Buyer. Capitalized terms used but not defined herein shall have the meanings given to them in the Patent Sale Agreement.

1. The undersigned hereby certifies on behalf of Kodak, to Buyer, that Kodak has delivered or caused to be delivered to Buyer (and/or its Designee, as applicable) true and correct copies of:

(A) the Final Sale Order as entered by the Bankruptcy Court;

(B) the docket in the Bankruptcy Cases as of the date hereof; and

(C) the docket in any case related to any appeal from the Final Sale Order as of the date hereof.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate in his or her capacity as an officer of Kodak as of the date first above written.

EASTMAN KODAK COMPANY

By: _____

Name:

Title:

[Signature Page to Kodak Certificate Regarding Deliveries]

Exhibit H: Joinder Agreement

[see attached]

EXHIBIT H: JOINDER AGREEMENT

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this “**Agreement**”) is made as of December 18, 2012, by and between **Eastman Kodak Company**, a New Jersey corporation having its principal place of business at 343 State Street, Rochester, New York 14650 (as debtor-in-possession in the Bankruptcy Cases, “**Kodak**”), Intellectual Ventures Fund 83 LLC, a Delaware limited liability company having its principal place of business at 7251 W Lake Mead Blvd, Ste 300, Las Vegas, Nevada 89128 (“**Buyer**”), and Apple Inc., a California corporation having its principal place of business at 1 Infinite Loop, Cupertino, California 95014 (“**Designee**”, and together with Kodak and Buyer, the “**Parties**” and each, a “**Party**”). All capitalized words and terms used in this Agreement and not defined herein shall have the respective meanings ascribed to them in the Patent Sale Agreement, dated as of the date hereof, by and between Kodak and Buyer (the “**Patent Sale Agreement**”).

WHEREAS, on the terms and subject to the conditions of the Patent Sale Agreement, Kodak has agreed to assign, convey, sell, and transfer to Buyer, and Buyer has agreed to purchase and accept from Kodak, the Assigned Assets; and

WHEREAS, pursuant to Section 8.3 of the Patent Sale Agreement, Buyer may designate Designee to purchase certain of the Assigned Patents from Kodak, subject to the terms and subject to the conditions of the Patent Sale Agreement;

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises set forth in this Agreement and the Patent Sale Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Buyer hereby designates Designee, and Designee hereby agrees to be designated, as Buyer’s Designee pursuant to Section 8.3 of the Patent Sale Agreement to acquire certain of the Assigned Patents (the “**Allocated Patents**”), in accordance with the terms of such Section 8.3.

2. Buyer and Designee will identify to Kodak the Allocated Patents as promptly as practicable after the Buyer and Designee have agreed which of the Assigned Patents will be Allocated Patents, but in no event later than fifteen (15) days prior to Closing.

3. Designee hereby confirms to Kodak that its portion of the Closing Amount is less than the Licensing Fee that Designee will pay as described in Section 5.14 of the Patent Sale Agreement.

4. Designee hereby agrees to be bound by and assume the terms and conditions of the Patent Sale Agreement applicable to Buyer’s Designee with respect to the Allocated Patents and the purchase thereof and to become a party to the Patent Sale Agreement to such extent as “Buyer’s Designee” and “Designee”. Notwithstanding any other provision of this Joinder Agreement or the Patent Sale Agreement, Designee hereby acknowledges, agrees and confirms that (a) no expenses incurred by Designee shall be included within Expenses under the Patent

Sale Agreement or be subject to or involved in any manner in calculating any amount to be paid under the Patent Sale Agreement (including, without limitation, Section 3.1 of the Patent Sale Agreement) and (b) it will not receive or claim, or have any right to receive or claim, any Termination Expenses under Section 8.8(b) of the Patent Sale Agreement.

5. Each of Buyer, Designee and Kodak acknowledge that the Debtors (following discussions with, and with the knowledge of, the Reviewing Creditors) authorized Designee, Buyer and the Licensees to discuss, coordinate, provide and negotiate the terms of a joint bid (the “**Joint Bid Authorization**”).

6. Designee hereby makes the following representations and warranties to Kodak:

a. Organization and Power. Designee is a corporation duly organized, validly existing and in good standing under the Laws of the State of California. Designee has all requisite corporate power and authority to carry on its business as now conducted.

b. Authorization. Designee has full power and authority to execute and deliver the Transaction Documents to which it is a party and to perform its obligations thereunder. The execution, delivery and performance by Designee of the Transaction Documents to which it is a party have been duly and validly authorized and no additional authorization or consent is required in connection therewith.

c. Approvals; Non-Contravention. No consent, approval, waiver, authorization or novation is required to be obtained by Designee from, and no notice or filing is required to be given by Designee to or made by Designee with, any Person in connection with the execution, delivery and performance by Designee of the Transaction Documents to which it is a party. Designee has determined: (i) in good faith that the fair market value of the Assigned Assets does not exceed the HSR Act size of transaction threshold as set forth in 15 U.S.C. §18a (a)(2), as adjusted (excluding the value of any assets that Designee has determined are exempt under the HSR Act); (ii) that the Closing Amount as allocated to the Assigned Assets will not exceed the HSR Act size of transaction threshold as set forth in 15 U.S.C. §18a (a)(2), as adjusted (excluding the value of any assets that Designee has determined are exempt under the HSR Act); (iii) no notification under the HSR Act is required to be filed by Designee or Kodak; and (iv) no filings, clearances or approvals are required to be made by Designee with any other U.S. or foreign Governmental Entity prior to closing the Transaction, other than the entry of the Final Sale Order. The execution, delivery and performance by Designee of the Transaction Documents to which it is a party and the consummation of the Transaction, do not and will not: (x) violate any provision of the articles of incorporation, bylaws or other organizational documents of Designee, (y) conflict with, or result in the breach of, or constitute a default under, or result in the termination, cancellation or acceleration (whether after the filing of notice or the lapse of time or both) of any right or obligation of Designee under, any Contract to which Designee is a party or by which any of its assets is bound, or (z) violate or result in a breach of or constitute a default under any Law to which Designee is subject, other than, in the cases of clauses (y) and (z), conflicts, breaches, defaults, terminations, cancellations, accelerations or violations that would not materially impair or delay Designee’s ability to perform its obligations hereunder.

d. Binding Effect. This Agreement has been duly executed and delivered by Designee. This Agreement, when executed and delivered by Kodak and Buyer, and the other Transaction Documents to which Designee is a party, when executed and delivered at Closing, will constitute the valid and legally binding obligations of Designee, enforceable against Designee in accordance with their respective terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

e. Funding; Solvency. Designee has, without the need to obtain any Third Party debt or equity financing, sufficient funds that are free of Liens or other encumbrances to consummate the Transaction and pay its portion of the Closing Amount and any expenses incurred by Designee in connection with the Transaction, and Designee otherwise has the resources and capabilities (financial and otherwise) to perform its obligations under this Agreement and the other Transaction Documents to which it is a party. Designee is not insolvent and will not be rendered insolvent as a result of Closing.

f. Finders' Fees. There is no investment banker, broker, finder or other intermediary who has been retained by or is authorized to act on behalf of Designee or any Affiliate of Designee who might be entitled to any fee or commission in connection with the Transaction. For the avoidance of doubt, Allen & Company has been engaged by Buyer and Buyer will pay any fees and expenses of Allen & Company.

g. Good Faith Purchaser. Designee and, to the knowledge of Designee, Buyer and each Licensee (i) is a "good faith" purchaser, as such term is used in the Bankruptcy Code and (ii) is entitled to the protections of section 363(m) of the Bankruptcy Code with respect to the Transaction and the FlashPoint Settlement Agreement. Designee and, to the knowledge of Designee, Buyer and each Licensee (to the extent a party to the applicable agreement) has negotiated and entered into this Agreement, the other Transaction Documents and the FlashPoint Settlement Agreement in good faith and without fraud. Designee and, to the knowledge of Designee, Buyer and each Licensee have not entered into any agreement to control the price obtained at the auction; it being understood that all agreements to which Designee (or any Affiliate of Designee) is a party that were executed in respect of, in contemplation of or in connection with the transactions contemplated by the Patent Sale Agreement are the product of the Joint Bid Authorization.

h. Designee Experience. Designee is experienced and sophisticated with respect to transactions of the type contemplated by the Transaction Documents. In consultation with experienced counsel and advisors of its choice, Designee has conducted its own independent review and analysis of the Assigned Patents, the Assumed Liabilities, and the rights and obligations it is acquiring and assuming under the Transaction Documents to which it is a party. Designee acknowledges that it and its Representatives have been permitted such access to the books and records, contracts and other properties related to the Assigned Patents as it required to complete its review, and that it and its Representatives have been provided with an opportunity to meet with the officers and other employees of Kodak, to discuss the conduct of Kodak's business related to the Assigned Patents.

7. Designee acknowledges and agrees that Kodak's representations and warranties contained in Section 4.1(c) of the Patent Sale Agreement insofar as they relate to the HSR Act are being made in reliance upon Designee's representations and warranties contained in Section 6(c) hereof and Buyer's representations and warranties contained in Section 4.2(c) of the Patent Sale Agreement and Kodak shall have no liability for any breach of its representations and warranties contained in the first sentence of Section 4.1(c) of the Patent Sale Agreement to the extent Designee is in breach of its representations and warranties contained in Section 6(c) hereof or if Buyer is in breach of its representations and warranties contained in Section 4.2(c) of the Patent Sale Agreement.

8. None of the (a) covenants or agreements to be performed by Designee prior to the Closing pursuant to this Agreement and (b) representations and warranties of Designee contained in this Agreement shall survive Closing, and Designee shall have no liability to Kodak after Closing for any breach of any such covenant, agreement, representation or warranty. Except as set forth in the immediately preceding sentence, the covenants and agreements of Designee set forth in this Agreement will survive until fully performed or until such performance is expressly waived in writing by Kodak.

9. No party may assign or delegate its rights or obligations under this Agreement (whether by operation of Law, change of control, or otherwise), either in whole or in part, without the prior written consent of the other party, except that (a) Designee may, after the Closing, assign, delegate or transfer all or some of its obligations under this Agreement to a subsequent purchaser of all or some of the Assigned Patents to be purchased by Designee to the extent such obligations can by their nature only be performed by an owner of the Assigned Patents, provided that Designee remains liable jointly and severally with its assignee for all obligations of Designee under this Agreement and (b) Kodak may assign, delegate or transfer any of its rights or obligations under this Agreement to any of its Affiliates or to any purchaser or successor of interest of all or substantially all of the business of Kodak to which the Assigned Patents pertain or any succeeding entity upon consummation of a plan of reorganization or liquidation pursuant to Chapter 11 of the Bankruptcy Code. Any attempted assignment or designation in violation of this Section 9 will be void and without effect. Subject to the foregoing, this Agreement will benefit and bind the parties' successors and permitted assigns.

10. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same Agreement. Facsimile signatures or signatures delivered by email in .pdf or similar format will be deemed original signatures for purposes of this Agreement.

11. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and signed, in the case of an amendment, by Designee, Buyer and Kodak, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies

herein provided will be cumulative and, except as otherwise expressly provided herein, not exclusive of any rights or remedies provided by Law.

12. This Agreement will be governed by and construed in accordance with the Laws of the State of New York without regard to principles of conflicts of law, to the extent they would result in application of the Laws of any other jurisdiction. The parties hereby submit to the exclusive jurisdiction of the United States Bankruptcy Court for the Southern District of New York and any U.S. federal appellate court therefrom (or, if the United States Bankruptcy Court for the Southern District of New York declines to or may not accept authority or jurisdiction over a particular matter, the United States District Court for the Southern District of New York; or if the United States District Court for the Southern District of New York declines to or may not accept jurisdiction over a particular matter, any state court within New York County of the State of New York) for any actions, suits or proceedings arising out of or relating to this Agreement or the Transaction (and each party agrees not to commence any action, suit or proceeding relating thereto except in such courts), and each party further agrees that service of any process, summons, notice or document by a nationally recognized overnight courier service to its respective address set forth in Section 8.1 of the Patent Sale Agreement in the case of Buyer and Kodak and as set forth on the signature page hereto in the case of Designee, shall be effective service of process for any action, suit or proceeding brought against it in any such court.

[Signature page follows]

EASTMAN KODAK COMPANY

By: _____
Name:
Title:

INTELLECTUAL VENTURES FUND 83 LLC

By: _____
Name:
Title:

APPLE INC.

By: _____
Name:
Title:

Apple Inc.
1 Infinite Loop, 301-4GC
Cupertino, California 95014
Facsimile: (408) 974-8530
Attn: General Counsel

with copies to:

Apple Inc.
1 Infinite Loop, 40-PAT
Cupertino, California 95014
Facsimile: (408) 974-4992
Attn: Chief IP Counsel

and

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Telephone: 212-310-8340
Facsimile: 212-310-8007
Attn: Howard Chatzinoff

Exhibit I: Patent Assignment Agreements

[see attached]

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (“*Assignment*”) dated as of [●], 2012 (the “*Effective Date*”) is made by and between EASTMAN KODAK COMPANY, a New Jersey corporation having its principal place of business at 343 State Street, Rochester, New York 14650 (as debtor-in-possession in the Bankruptcy Cases, “*Assignor*”), and Intellectual Ventures Fund 83 LLC, a Delaware limited liability company having its principal place of business at 7251 W Lake Mead Blvd, Ste 300, Las Vegas, Nevada 89128 (“*Assignee*”).

RECITALS

WHEREAS, Assignor owns all right, title and interest in and to all Assigned Patents including each issued patent and each pending patent application listed in the attached Schedule A (collectively, the “*Patents*”);

WHEREAS, Assignor and Assignee have entered into that certain Patent Sale Agreement, dated as of December 18, 2012 (the “*PSA*”), and

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

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

1. Capitalized terms not otherwise defined herein have their respective meanings set forth in the PSA.
2. Assignor hereby assigns, conveys, sells and transfers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor’s right, title and interest throughout the world in and to the Patents, including any right that Assignor has (a) to sue for past, present or future infringement, misappropriation or violation of rights relating to the Patents and to retain any damages and profits due or accrued, and (b) to collect royalties and other payments under or on account of any of the Patents, in each case free and clear of all Claims and all Interests except for and subject to the Permitted Encumbrances and the Kodak Retained Rights.
3. All representations and warranties concerning the Patents are exclusively set forth in the PSA.
4. Without further consideration, Assignor will execute and deliver any documents, instruments or conveyances of any kind and take all other actions which may be reasonably necessary or advisable to carry out the intent of this Assignment.
5. This Assignment will be governed by and construed in accordance with the Laws of the State of New York without regard to principles of conflicts of law, to the extent they would result in application of the Laws of any other jurisdiction. The parties hereby submit to the exclusive jurisdiction of the United States Bankruptcy Court for the Southern District of

New York and any U.S. federal appellate court therefrom (or, if the United States Bankruptcy Court for the Southern District of New York declines to or may not accept jurisdiction over a particular matter, any state court within New York County of the State of New York) for any actions, suits or proceedings arising out of or relating to this Agreement or the Transaction (and each party agrees not to commence any action, suit or proceeding relating thereto except in such courts), and each party further agrees that service of any process, summons, notice or document by a nationally recognized overnight courier service to its respective address set forth in Section 8.1 of the PSA shall be effective service of process for any action, suit or proceeding brought against it in any such court.

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

[Signature Pages Follow.]

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

EASTMAN KODAK COMPANY

By: _____
Name:
Title:

INTELLECTUAL VENTURES FUND 83 LLC

By: _____
Name:
Title:

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this ____ day of _____ 2012, before me personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the _____ of Eastman Kodak Company, a New Jersey Corporation, and that he executed the foregoing instrument in the firm name of Eastman Kodak Company, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Notary Public – State of New York

Printed Name: _____

My Commission Expires:

EXHIBIT A
PATENTS

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (“*Assignment*”) dated as of [●], 2012 (the “*Effective Date*”) is made by and between EASTMAN KODAK COMPANY, a New Jersey corporation having its principal place of business at 343 State Street, Rochester, New York 14650 (as debtor-in-possession in the Bankruptcy Cases, “*Assignor*”), and Apple Inc., a California corporation having its principal place of business at 1 Infinite Loop, Cupertino, California 95014 (“*Assignee*”).

RECITALS

WHEREAS, Assignor owns all right, title and interest in and to each issued patent and each pending patent application listed in the attached Schedule A (collectively, the “*Patents*”);

WHEREAS, Assignor and Intellectual Ventures Fund 83 LLC have entered into that certain Patent Sale Agreement, dated as of December 18, 2012 (the “*PSA*”), and

WHEREAS, pursuant to the PSA, Assignor desires to sell, assign and transfer, and Assignee desires to receive, the Patents.

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

1. Capitalized terms not otherwise defined herein have their respective meanings set forth in the PSA.
2. Subject to the terms and conditions of the PSA, Assignor hereby assigns, conveys, sells and transfers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor’s right, title and interest throughout the world in and to the Patents, including any right that Assignor has (a) to sue for past, present or future infringement, misappropriation or violation of rights relating to the Patents and to retain any damages and profits due or accrued, and (b) to collect royalties and other payments under or on account of any of the Patents, in each case free and clear of all Claims and all Interests except for and subject to the Permitted Encumbrances and the Kodak Retained Rights.
3. All representations and warranties concerning the Patents are exclusively set forth in the PSA.
4. Without further consideration, Assignor will execute and deliver any documents, instruments or conveyances of any kind and take all other actions which may be reasonably necessary or advisable to carry out the intent of this Assignment.
5. This Assignment will be governed by and construed in accordance with the Laws of the State of New York without regard to principles of conflicts of law, to the extent they would result in application of the Laws of any other jurisdiction. The parties hereby submit to the exclusive jurisdiction of the United States Bankruptcy Court for the Southern District of

New York and any U.S. federal appellate court therefrom (or, if the United States Bankruptcy Court for the Southern District of New York declines to or may not accept jurisdiction over a particular matter, any state court within New York County of the State of New York) for any actions, suits or proceedings arising out of or relating to this Agreement or the Transaction (and each party agrees not to commence any action, suit or proceeding relating thereto except in such courts), and each party further agrees that service of any process, summons, notice or document by a nationally recognized overnight courier service to its respective address set forth in Section 8.1 of the PSA shall be effective service of process for any action, suit or proceeding brought against it in any such court.

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

[Signature Pages Follow.]

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

EASTMAN KODAK COMPANY

By: _____
Name:
Title:

APPLE INC.

By: _____
Name:
Title:

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this ____ day of _____ 2012, before me personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the _____ of Eastman Kodak Company, a New Jersey Corporation, and that he executed the foregoing instrument in the firm name of Eastman Kodak Company, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Notary Public – State of New York

Printed Name: _____

My Commission Expires:

EXHIBIT A
PATENTS

Annex I: Final Sale Order

[see Exhibit A to the Supplemental Motion]

Annex II: Escrow Agreement

[see attached]

ESCROW AGREEMENT

This **ESCROW AGREEMENT** (this “Escrow Agreement”) is dated as of December 18, 2012, by and among THE BANK OF NEW YORK MELLON, a New York banking corporation organized under the laws of the United States (the “Escrow Agent”), EASTMAN KODAK COMPANY, a New Jersey corporation (the “Company”), INVENTION INVESTMENT FUND II, LLC, a Delaware limited liability company (“IIF”), APPLE INC., a California corporation (“Apple”), MICROSOFT CORPORATION, a Washington corporation (“Microsoft”), and ADOBE SYSTEMS INCORPORATED, a Delaware corporation (“Adobe” and, together with IIF, Apple and Microsoft, the “Depositors”, and together with the Company and Escrow Agent, the “Parties”, or individually, a “Party”). Capitalized terms used and not otherwise defined in this Escrow Agreement shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below);

WHEREAS, simultaneously with the execution and delivery of this Escrow Agreement, the Company and an affiliate of IIF, Intellectual Ventures Fund 83 LLC (“IV”), have entered into a Patent Sale Agreement, dated as of the date hereof (the “Purchase Agreement”), which provides for (a) the sale and transfer by the Company of the Assigned Assets to, and the assumption of Assumed Liabilities by, IV and (b) Kodak’s entry into license agreements with Apple, Microsoft and Adobe, among others, all subject to the terms and conditions set forth in the Purchase Agreement;

WHEREAS, pursuant to the Clarifying Order and the Purchase Agreement, the Depositors and the Company desire to appoint the Escrow Agent to act as escrow agent hereunder in respect of the “Escrow Account” (as defined herein) to be made by the Depositors in connection with the Clarifying Order and the Purchase Agreement, in the manner hereinafter set forth, and the Escrow Agent is willing to act in such capacity; and

WHEREAS, the Parties hereby agree that, in consideration of the mutual promises and covenants contained herein, the Escrow Agent shall hold in escrow and shall distribute the Escrow Account in accordance with and subject to the terms and conditions contained in this Escrow Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and the terms and conditions contained herein, and for other good, valuable and binding consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

AGREEMENT

1.1 Escrow Account. The funds delivered to the Escrow Agent by the Company on behalf of the Depositors (to be held in escrow by the Escrow Agent hereunder) shall be an amount in cash of \$10,000,000, as set forth in Section 3.2 of the Purchase Agreement, representing \$2,500,000 previously delivered by Apple, \$2,500,000 previously delivered by Microsoft, \$2,500,000 previously delivered by Adobe and \$2,500,000 previously delivered by IIF, in each case pursuant to the Clarifying Order. The foregoing amount, less any property

and/or funds distributed or paid in accordance with this Escrow Agreement from time to time, is referred to herein as the “Escrow Account”.

1.2 No Investment of the Escrow Account. The Escrow Account shall be held in a non-interest bearing account, and the Escrow Agent shall have no obligation to pay interest on and no obligation or authority to invest or reinvest any of the Escrow Account.

1.3 Distribution of the Escrow Account. The Escrow Agent is directed to distribute and release all or a portion of the Escrow Account, as applicable, only upon the occurrence of the following conditions during the term of this Escrow Agreement or otherwise in accordance with Section 1.5:

(a) to the Company, upon the Closing, it being understood that the Company and the Depositors shall deliver joint written instructions at the Closing in the form attached hereto as Exhibit 1.3(a) executed by an authorized person of each of the Company and the Depositors set forth on Schedule A hereto (each, an “Authorized Person”) to the Escrow Agent, and the Escrow Agent shall, within two (2) Business Days after receipt of and in accordance with such joint written instructions, disburse the entire amount of the Escrow Account to an account designated by the Company by wire transfer of immediately available funds to be retained by the Company for its own account;

(b) in the event of (x) the termination of the Purchase Agreement pursuant to either Section 7.1(e) or 7.1(g) thereof or (y) the termination of the Purchase Agreement pursuant to either Section 7.1(d) or Section 7.1(i) thereof, (but, with respect to (y), only if at the time of such termination, Buyer or Buyer’s Designee (if applicable) is in material breach of any of its obligations under the Purchase Agreement or any Depositor is in material breach of any of its obligations under the Funding Commitment) (any event in clauses (x) or (y), a “Depositor Default Termination”); then

(i) to the non-breaching Depositors, each non-breaching Depositor’s respective portion (i.e. 25%) of the Escrow Account, it being understood that the Company and each non-breaching Depositor shall, within ten (10) Business Days after any such termination, deliver joint written instructions in the form attached hereto as Exhibit 1.3(b) executed by an Authorized Person of each of the Company and the non-breaching Depositors to the Escrow Agent, and the Escrow Agent shall, within two (2) Business Days after receipt of and in accordance with such joint written instructions, disburse the respective portion of the Escrow Account set forth in such joint instructions to an account designated by such non-breaching Depositor by wire transfer of immediately available funds to be retained by such non-breaching Depositor for its own account, and

(ii) with respect to a breaching Depositor, if the Company brings an Action against such breaching Depositor (a “Depositor Action”) within ten (10) Business Days of such termination, (A) upon a court of competent jurisdiction entering, issuing or promulgating an order, decree or other judgment with respect to the Depositor Action which awards damages to the Company, which order, decree or other judgment has become a Final Order, an amount equal to such award shall be paid to the Company from the breaching Depositor’s respective amount of the Escrow Account (up to a maximum of \$2,500,000), it being understood that the

amount remaining in such Depositor's respective portion of the Escrow Account after the payment of such award, if any, shall be returned to such Depositor or (B) upon written agreement between the breaching Depositor and the Company, such amount agreed to by the breaching Depositor and the Company shall be disbursed to the Company and any remaining amount to such Depositor; it being understood that the Company and the breaching Depositor shall, within two (2) Business Days after any such determination pursuant to (A) or (B) of this paragraph, deliver joint written instructions in the form attached hereto as Exhibit 1.3(b) executed by an Authorized Person of each of the Company and the breaching Depositor to the Escrow Agent, and the Escrow Agent shall, within two (2) Business Days after receipt of and in accordance with such joint written instructions, disburse the respective portion of the Escrow Account set forth in such joint instructions to an account designated by such Depositor or the Company, respectively, by wire transfer of immediately available funds to be retained by such Depositor or the Company, respectively, for its own account. The Depositors and the Company agree that the disbursement of the Escrow Account to the Company pursuant to a Depositor Default Termination shall not constitute liquidated damages or a penalty, and the Company's rights pursuant to this Section 1.3(b) shall be in addition to any other rights which the Company have at law or in equity pursuant to the Purchase Agreement, the Funding Commitment or otherwise.

The Depositors and the Company agree that for the purposes of this Section 1.3(b), with respect to IIF, the term Depositor shall also be deemed to refer to IV, as applicable, and if IIF or IV is alleged to be a breaching Depositor, then none of IIF's portion of the Escrow Account shall be disbursed to IIF except in accordance with the provisions of this Section 1.3; and

(c) to the Depositors, in equal portions, if the Purchase Agreement is terminated for any reason other than for a termination which constitutes a Depositor Default Termination pursuant to which the Company brings a Depositor Action within ten (10) Business Days of such termination, it being understood that the Company and the Depositors shall, within eleven (11) Business Days after any such termination, deliver joint written instructions in the form attached hereto as Exhibit 1.3(c) executed by an Authorized Person of each of the Company and the Depositors to the Escrow Agent, and the Escrow Agent shall, within two (2) Business Days after receipt of and in accordance with such joint written instructions, disburse each Depositor's respective portion of the Escrow Account to an account designated by such Depositor by wire transfer of immediately available funds to be retained by such Depositor for its own account.

1.4 Notices.

(a) All communications or notices required or permitted hereunder shall be in writing and a copy of any such communication or notice shall be delivered simultaneously and in the same manner to each Party, shall be in writing and shall be given to the addresses set forth in this Section 1.4 (or to such other addresses as may be substituted therefor by written notification to the Escrow Agent, Company and each Depositor). The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the Company or the Depositors or by a person or persons authorized by the Company or the Depositors. Whenever under the terms hereof the time for giving a notice or performing an act falls upon a Saturday, Sunday, or New York banking holiday, such time shall be extended to the next day on which the Escrow Agent is open for business.

(b) Each such communication or notice shall be deemed to be duly given and received:

(i) upon delivery, if delivered personally, or upon confirmed transmittal, if by facsimile or electronic mail;

(ii) on the next day other than a Saturday, Sunday, or any other day on which the Escrow Agent located at the notice address set forth above is authorized or required by law or executive order to remain closed (a "Business Day") if sent by overnight courier; or

(iii) four (4) Business Days after mailing if mailed by prepaid registered mail, return receipt requested, to the appropriate notice address set forth below or at such other address as any Party may have furnished to the other Parties in writing by registered mail, return receipt requested.

(c) Notices, instructions and other communications shall be sent to:

(i) If to Escrow Agent:

The Bank of New York Mellon
Corporate Trust Administration
101 Barclay Street-Floor 4E
New York, New York 10286
Attn: Insurance Trust and Escrow / Kodak Escrow Agreement
Telephone: 212-815-3219
Facsimile: 212-815-5877

(ii) If to IIF:

Invention Investment Fund II, LLC
3150 139th Avenue SE, Building 4
Bellevue, WA 98005
Attn: General Counsel

with copies to:

Shearman & Sterling LLP
599 Lexington Avenue
New York, New York 10022-6069
Attn: Samuel Waxman
Facsimile: 646-848-4831

(iii) If to IV:

Intellectual Ventures Fund 83 LLC
7251 W Lake Mead Blvd., Ste 300
Las Vegas, Nevada 89128
Attn: Executive Vice President

with copies to:

Intellectual Ventures Management
3150 139th Avenue SE, Building 4
Bellevue, WA 98005
Attn: General Counsel
Chief Patent Counsel (IIF2)

Shearman & Sterling LLP
599 Lexington Avenue
New York, New York 10022-6069
Attn: Samuel Waxman
Facsimile: 646-848-4831

(iv) If to Apple:

Apple Inc.
1 Infinite Loop, 301-4GC
Cupertino, CA USA 95014
Attn: General Counsel
Facsimile: 408-974-8530

with copies to:

Apple Inc.
1 Infinite Loop, 40-PAT
Cupertino, CA 95014
Attn: Chief IP Counsel
Facsimile: 408-974-4992

(v) If to Microsoft:

Microsoft Corporation
One Microsoft Way
Redmond, WA USA 98052
Attn: Corporate Vice President, Intellectual Property & Licensing
Group Legal and Corporate Affairs
Facsimile: 425-936-7329 (Attn: IPLG)

with copies to:

Covington & Burling LLP
One Front Street
San Francisco, CA 94111
Attn: Bruce Deming
Facsimile: 415-955-6551

(vi) If to Adobe:

Adobe Systems Incorporated
345 Park Ave
San Jose, CA 95110
Attn: Dana Rao
Telephone: 408-536-3298

with copies to:

Adobe Systems Incorporated
345 Park Ave
San Jose, CA 95110
Attn: Tracy Hanson
Telephone: 408-536-5552

(vii) If to the Company:

Eastman Kodak Company
343 State Street
Rochester, New York 14650
Telephone: 585-724-4000
Facsimile: 585-781-9255
Attn: General Counsel

with copies to:

Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004-2498
Telephone: 212-558-4000
Facsimile: 212-558-3588
Attn: Andrew G. Dietderich
John Evangelakos
Krishna Veeraraghavan

1.5 Distribution of the Escrow Account Upon Termination. Depositors and the Company may only direct the distribution or release of the Escrow Account in accordance with Section 1.3 during the term of this Escrow Agreement. If this Escrow Agreement terminates prior to a distribution of all of the Escrow Account pursuant to Section 1.3, then the Escrow Account then held hereunder shall be transferred to a new escrow agent selected by the Company and the Depositors in accordance with Section 2.8 of this Escrow Agreement (or as otherwise directed by the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”)).

1.6 Compensation.

(a) At the time of execution of this Escrow Agreement, IV shall pay the Escrow Agent an acceptance fee of \$2,000.00.

(b) IV shall pay all activity charges as per the Escrow Agent's current fee schedule.

(c) IV shall be responsible for and shall reimburse the Escrow Agent upon demand for all expenses, disbursements and advances incurred or made by the Escrow Agent in connection with this Escrow Agreement.

(d) In the event of any payment or reimbursement made to the Escrow Agent from the Escrow Account pursuant to Section 2.4(b), IV shall promptly, and in any event within two (2) Business Days, deliver an additional amount in cash to the Escrow Agent to be deposited in the Escrow Account, such that the Escrow Amount shall be \$10,000,000.

1.7 Deliverables. The Company and the Depositors, as applicable, have provided to Escrow Agent copies of each of:

- (a) a completed "know-your-customer" checklist;
- (b) a completed W-8 and W-9, as applicable, taxpayer identification form; and
- (c) an executed copy of the Escrow Agent's standard confidentiality agreement.

ARTICLE II

TERMS AND CONDITIONS

2.1 Duties and Obligations of Escrow Agent. The duties, responsibilities and obligations of the Escrow Agent shall be limited to those expressly set forth herein and no duties, responsibilities or obligations shall be inferred or implied. The Escrow Agent shall not be subject to, nor required to comply with, any other agreement between or among the Company or the Depositors or to which the Company or any Depositor is a party, even though reference thereto may be made herein, or to comply with any direction or instruction (other than those contained herein or delivered in accordance with this Escrow Agreement) from the Company or the Depositors or any entity acting on its behalf. The Escrow Agent shall not be required to, and shall not, expend or risk any of its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

2.2 No Third Party Beneficiaries. This Escrow Agreement is for the exclusive benefit of the Parties and their respective successors hereunder, and shall not be deemed to give, either expressly or impliedly, any legal or equitable right, remedy, or claim to any other entity or person whatsoever.

2.3 Compliance with Orders. If at any time the Escrow Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects the Escrow Account (including but not limited to orders of

attachment or garnishment or other forms of levies or injunctions or stays relating to the transfer of the Escrow Account), the Escrow Agent (i) is authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate and (ii) shall promptly give written notice to the Company and each of the Depositors of any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process and any actions taken in compliance therewith; and if the Escrow Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, the Escrow Agent shall not be liable to any of the Parties or to any other person or entity, even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

2.4 Liability of Escrow Agent.

(a) The Escrow Agent shall not be liable for any action taken or omitted or for any loss or injury resulting from its actions or its performance or lack of performance of its duties hereunder in the absence of gross negligence or willful misconduct on its part. In no event shall the Escrow Agent be liable (i) for acting in accordance with or relying upon any joint instruction, notice, demand, certificate or document from the Company and/or the Depositors or any entity acting on behalf of such Parties' behalf given pursuant to this Agreement, (ii) for any consequential, punitive or special damages, (iii) for an amount in excess of the value of the Escrow Account, valued as of the date delivered to the Escrow Agent or (iv) for the acts or omissions of its nominees, correspondents, designees or subagents appointed with due care.

(b) If any fees, expenses or costs incurred by, or any obligations owed to, the Escrow Agent hereunder are not paid or disputed in writing within five (5) Business Days following receipt of an invoice therefor, Escrow Agent may reimburse itself therefor from the Escrow Account and may sell, convey or otherwise dispose of any portion of the Escrow Account solely to the extent necessary for such purpose.

(c) From the date hereof and prior to the distribution and release of the Escrow Account in accordance with the terms of this Escrow Agreement: (i) as security for the due and punctual performance of the Company's and each Depositor's obligations to the Escrow Agent hereunder, now or hereafter arising, each Depositor hereby pledges, assigns and grants to the Escrow Agent a continuing security interest (during such period) in, and a lien on, the Escrow Account; and (ii) the security interest of the Escrow Agent shall during such period be valid, perfected and enforceable by the Escrow Agent against the Company and Depositors and all third parties in accordance with the terms of this Escrow Agreement.

(d) The Escrow Agent may consult with legal counsel as to any matter relating to this Escrow Agreement, and the Escrow Agent shall not incur any liability in acting in good faith in accordance with any advice from such counsel.

(e) The Escrow Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Escrow Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, or the

unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility).

(f) The Escrow Agent shall have no responsibility of any kind to investigate or confirm any information contained in an instruction provided to it under this Escrow Agreement by an Authorized Person and shall be entitled to conclusively rely upon any information contained therein. Furthermore, the Escrow Agent shall have no obligation to confirm the occurrence of any condition to a distribution referenced in this Escrow Agreement, other than to confirm its receipt of any instruction it is required to receive hereunder.

2.5 Statements. The Escrow Agent shall provide to the Depositors and the Company monthly statements identifying transactions, transfers or holdings of the Escrow Account for the preceding month.

2.6 Execution of Documents. The Escrow Agent shall not be responsible in any respect for the form, execution, validity, value or genuineness of documents or securities delivered hereunder, or for any description therein, or for the identity, authority or rights of persons executing or delivering or purporting to execute or deliver any such document, security or endorsement.

2.7 Indemnification. Subject to the provisions of Section 2.20, each of the Company and the Depositors, jointly and severally, shall be liable for and shall reimburse and indemnify Escrow Agent and hold Escrow Agent harmless from and against any and all claims, losses, liabilities, costs, damages or expenses (including reasonable attorneys' fees and expenses) (collectively, "Losses") arising from or in connection with or related to this Escrow Agreement or the Escrow Agent's role as the Escrow Agent hereunder (including but not limited to Losses incurred by Escrow Agent (x) in connection with its successful defense, in whole or in part, of any claim of gross negligence or willful misconduct on its part or (y) as a result of or in connection with its reliance upon and compliance with written instructions or directions given by facsimile or electronic transmission); provided, however, that:

(a) nothing contained herein shall require Escrow Agent to be indemnified for Losses caused by its gross negligence or willful misconduct; and

(b) the Parties agree that the failure of the Escrow Agent to verify or confirm that the person sending any instructions or directions referred to in clause (y) hereof is in fact an Authorized Person shall not constitute gross negligence or willful misconduct for purposes of this Escrow Agreement; provided, however, that under no circumstances shall the Escrow Agent deliver, or be obligated to deliver, the Escrow Account to any person without first having received written instructions to do so from an individual who is identified on Schedule A as an Authorized Person and whom the Escrow Agent believes, in good faith, to be an Authorized Person.

2.8 Removal of Escrow Agent.

(a) The Company and the Depositors may remove the Escrow Agent at any time by giving to Escrow Agent ten (10) calendar days' prior notice in writing signed by the

Company and each Depositor. The Escrow Agent may resign at any time by giving thirty (30) calendar days' prior written notice in accordance with Section 1.4.

(b) Within ten (10) calendar days after giving the foregoing notice of removal to Escrow Agent or receiving the foregoing notice of resignation from Escrow Agent, the Company and the Depositors shall jointly agree on and appoint a successor escrow agent. If the Company and the Depositors have failed to appoint a successor escrow agent prior to the expiration of such ten (10) day period, the Escrow Agent may petition the Bankruptcy Court for the appointment of a successor Escrow Agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the Parties. The Escrow Agent's sole responsibility after such ten (10) day notice period expires shall be to hold the Escrow Account (without any obligation to reinvest the same) and to deliver the same to a designated substitute escrow agent, if any, or in accordance with the directions of a final order or judgment of the Bankruptcy Court, at which time of delivery Escrow Agent's obligations hereunder shall cease and terminate. The costs and expenses (including reasonable attorneys' fees and expenses) incurred by Escrow Agent in connection with such proceeding shall be paid by, and be deemed a joint and several obligation of, the Company and the Depositors.

(c) Upon receipt of the identity of the successor escrow agent, the Escrow Agent shall either deliver the Escrow Account then held hereunder to the successor escrow agent, less Escrow Agent's fees, costs and expenses or other obligations owed to the Escrow Agent, or hold such Escrow Account (or any portion thereof), pending distribution, until all such fees, costs and expenses or other obligations are paid.

2.9 Disputes and Ambiguity.

(a) In the event of any ambiguity or uncertainty hereunder or in any notice, instruction or other communication received by the Escrow Agent from the Company or the Depositors hereunder, the Escrow Agent may, in its sole discretion, refrain from taking any action other than retaining possession of the Escrow Account, unless the Escrow Agent receives written instructions, from the Company or the Depositors, as applicable, which eliminates such ambiguity or uncertainty.

(b) In the event of any dispute between or conflicting claims between the Depositors (or any of them), the Company or any other person or entity with respect to any Escrow Account, the Escrow Agent shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions with respect to such Escrow Account so long as such dispute or conflict shall continue, and the Escrow Agent shall not be or become liable in any way to the Depositors for failure or refusal to comply with such conflicting claims, demands or instructions. The Escrow Agent shall be entitled to refuse to act until, in its sole discretion, such conflicting or adverse claims or demands shall have been determined by a final order, judgment or decree of the Bankruptcy Court, which order, judgment or decree is not subject to appeal, or settled by agreement between the conflicting parties as evidenced in a writing satisfactory to the Escrow Agent. The Escrow Agent may, in addition, elect, in its sole discretion, to commence an interpleader action or seek other judicial relief or orders as it may deem, in its sole discretion, necessary. The reasonable costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with such proceeding shall be the joint and

several obligation of the Depositors and the Company (and the Depositors and the Company shall bear such Party's own costs and expenses in the event of a dispute solely between such Parties).

2.10 Governing Law. This Agreement shall be interpreted, construed, enforced and administered in accordance with the internal substantive laws (and not the choice of law rules) of the State of New York. Each of the Depositors, the Company, and the Escrow Agent hereby submits for all proceedings related hereto to the personal jurisdiction of the courts located within the City and State of New York (including the Bankruptcy Court), and each agrees that all proceedings relating hereto shall be brought, (x) if during the administration of the Company's bankruptcy proceedings, exclusively in the Bankruptcy Court, or (y) if following the conclusion of the Company's bankruptcy proceedings, in any other court located in the City and State of New York. Each of the Depositors and the Company hereby waives the right to trial by jury in respect of such proceedings. To the extent that in any jurisdiction the Depositors or the Company may be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (whether before or after judgment) or other legal process, each hereby irrevocably agrees not to claim, and hereby waives, such immunity. The Depositors and the Company hereby waive personal service of process and consents to service of process by certified or registered mail, return receipt requested, directed to it at the address last specified for notices hereunder, in each case in respect of such proceedings, and such service shall be deemed completed ten (10) calendar days after the same is so mailed.

2.11 Amendments. Except as otherwise permitted herein, this Escrow Agreement may be modified only by a written amendment signed by all the Parties, and no waiver of any provision hereof shall be effective unless expressed in a writing signed by the Party to be charged.

2.12 Waivers. The rights and remedies conferred upon the Parties shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder shall not preclude the subsequent exercise of such right or remedy.

2.13 Representation and Warranty. The Company and each Depositor each hereby represents and warrants (on their own behalf, and not as to such other Party) that: (a) this Escrow Agreement has been duly authorized, executed and delivered on its behalf and constitutes a legal, valid and binding obligation of such Party and (b) that the execution, delivery and performance of this Escrow Agreement by such Party does not and will not violate any applicable law or regulation.

2.14 Severability. The invalidity, illegality or unenforceability of any provision of this Escrow Agreement shall in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be unenforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect.

2.15 Entire Agreement. This Escrow Agreement, together with the Purchase Agreement (in the case of Depositors and the Company) shall constitute the entire agreement of

the Parties with respect to the subject matter and supersedes all prior oral or written agreements in regard thereto.

2.16 Termination. This Escrow Agreement shall terminate upon the distribution of the Escrow Account. The provisions of Article II hereof shall survive termination of this Escrow Agreement, the resignation or removal of the Escrow Agent and/or any conclusion of the Company's bankruptcy proceedings.

2.17 Use of Name. No printed or other material in any language, including prospectuses, notices, reports, and promotional material which mentions "The Bank of New York Mellon" by name or the rights, powers, or duties of the Escrow Agent under this Agreement shall be publicly issued by any other Parties, or on such Party's behalf, without the prior written consent of the Escrow Agent and other than in connection with Bankruptcy Court and related filings that may describe the Escrow Agent's role as Escrow Agent hereunder.

2.18 Headings. The headings contained in this Agreement are for convenience of reference only and shall have no effect on the interpretation or operation hereof.

2.19 Counterparts. This Escrow Agreement may be executed by each of the Parties in any number of counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all such counterparts shall together constitute one and the same agreement.

2.20 Taxes. The Escrow Agent does not have any interest in the Escrow Account delivered hereunder but is serving as escrow holder only and having only possession thereof. The Depositors shall pay or reimburse the Escrow Agent upon request for any transfer taxes or other taxes relating to the Escrow Account incurred in connection herewith and shall indemnify and hold harmless the Escrow Agent for any amount that it is obligated to pay in the way of such taxes (for the avoidance of doubt, the Escrow Agent shall not be entitled to any indemnity for any taxes imposed on the Escrow Agent's fees under this Escrow Agreement). Any payments of income from this Escrow Account shall be subject to withholding regulations then in force with respect to United States taxes. The Parties will provide the Escrow Agent with appropriate W-9 forms for tax I.D., number certifications, or W-8 forms for non-resident alien certifications. It is understood that the Escrow Agent shall be responsible for income reporting only with respect to income earned on investment of funds which are a part of the Escrow Account and is not responsible for any other reporting. This Section 2.20 (and Section 2.7 (Indemnification)) shall survive notwithstanding any termination of this Escrow Agreement or the resignation of the Escrow Agent.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of the Parties have caused this Escrow Agreement to be executed by a duly authorized officer as of the day and year first written above.

EASTMAN KODAK COMPANY

By: _____
Name:
Title:

INVENTION INVESTMENT FUND II, LLC

By: _____
Name:
Title:

INTELLECTUAL VENTURES FUND 83 LLC

By: _____
Name:
Title:

APPLE INC.

By: _____
Name:
Title:

MICROSOFT CORPORATION

By: _____
Name:
Title:

ADOBE SYSTEMS INCORPORATED

By: _____
Name:
Title:

THE BANK OF NEW YORK MELLON, as Escrow
Agent

By: _____

Name:

Title:

EXHIBIT 1.3(a)

FORM OF DISTRIBUTION NOTICE

The Bank of New York Mellon
Corporate Trust Administration
101 Barclay Street-Floor 8W
New York, New York 10286
Attn: Insurance Trust and Escrow Group

Ladies and Gentlemen:

Each of the undersigned, pursuant to Section 1.3(a) of the Escrow Agreement, dated as of _____, 2012, by and among The Bank of New York Mellon, a New York banking corporation organized under the laws of the United States (the "Escrow Agent"), Eastman Kodak Company, a New Jersey corporation (the "Company"), Invention Investment Fund II, LLC, a Delaware limited liability company ("IIF"), Apple Inc., a California corporation ("Apple"), Microsoft Corporation, a Washington corporation ("Microsoft"), and Adobe Systems Incorporated, a Delaware corporation ("Adobe" and, together with IIF, Apple and Microsoft, the "Depositors") (terms defined in the Escrow Agreement have the same meanings when used herein), hereby certifies that the Company is entitled to disbursement of the entire amount of the Escrow Account pursuant to Section 1.3(a) of the Escrow Agreement.

In accordance with the terms and conditions of the Escrow Agreement, you (in your capacity as Escrow Agent under the Escrow Agreement) are hereby instructed to release and pay the Escrow Account to the Company by method of wire transfer to the below account:

[Insert Wiring Instructions and amounts]

EASTMAN KODAK COMPANY

By: _____
Name:
Title:

INVENTION INVESTMENT FUND II, LLC

By: _____
Name:
Title:

APPLE INC.

By: _____
Name:
Title:

MICROSOFT CORPORATION

By: _____
Name:
Title:

ADOBE SYSTEMS INCORPORATED

By: _____
Name:
Title:

INTELLECTUAL VENTURES FUND 83 LLC

By: _____
Name:
Title:

cc: [_____]

EXHIBIT 1.3(b)

FORM OF DISTRIBUTION NOTICE

The Bank of New York Mellon
Corporate Trust Administration
101 Barclay Street-Floor 8W
New York, New York 10286
Attn: Insurance Trust and Escrow Group

Ladies and Gentlemen:

Each of the undersigned, pursuant to Section 1.3(b) of the Escrow Agreement, dated as of _____, 2012, by and among The Bank of New York Mellon, a New York banking corporation organized under the laws of the United States (the "Escrow Agent"), Eastman Kodak Company, a New Jersey corporation (the "Company"), Invention Investment Fund II, LLC, a Delaware limited liability company ("IIF"), Apple Inc., a California corporation ("Apple"), Microsoft Corporation, a Washington corporation ("Microsoft"), and Adobe Systems Incorporated, a Delaware corporation ("Adobe" and, together with IIF, Apple and Microsoft, the "Depositors") (terms defined in the Escrow Agreement have the same meanings when used herein), hereby certifies that [the Company is entitled to disbursement of that amount set forth below from the undersigned Depositor's respective portion of the Escrow Account pursuant to Section 1.3(b) of the Escrow Agreement]¹/[[*insert names of non-breaching Depositors*] are entitled to disbursement of their respective portions of the Escrow Account, (as set forth below), pursuant to Section 1.3(b) of the Escrow Agreement].

In accordance with the terms and conditions of the Escrow Agreement, you (in your capacity as Escrow Agent under the Escrow Agreement) are hereby instructed to release and pay the Escrow Account to the Company and each Depositor as set forth above by method of wire transfer to the below account:

[Insert Wiring Instructions and amounts]

EASTMAN KODAK COMPANY

By: _____
Name:
Title:

¹ Note to preparer: The undersigned Depositor in this instance is the breaching Depositor.

INVENTION INVESTMENT FUND II, LLC

By: _____
Name:
Title:

APPLE INC.

By: _____
Name:
Title:

MICROSOFT CORPORATION

By: _____
Name:
Title:

ADOBE SYSTEMS INCORPORATED

By: _____
Name:
Title:

cc: [_____]

EXHIBIT 1.3(c)

FORM OF DISTRIBUTION NOTICE

The Bank of New York Mellon
Corporate Trust Administration
101 Barclay Street-Floor 8W
New York, New York 10286
Attn: Insurance Trust and Escrow Group

Ladies and Gentlemen:

Each of the undersigned, pursuant to Section 1.3(c) of the Escrow Agreement, dated as of _____, 2012, by and among The Bank of New York Mellon, a New York banking corporation organized under the laws of the United States (the "Escrow Agent"), Eastman Kodak Company, a New Jersey corporation (the "Company"), Invention Investment Fund II, LLC, a Delaware limited liability company ("IIF"), Apple Inc., a California corporation ("Apple"), Microsoft Corporation, a Washington corporation ("Microsoft"), and Adobe Systems Incorporated, a Delaware corporation ("Adobe" and, together with IIF, Apple and Microsoft, the "Depositors") (terms defined in the Escrow Agreement have the same meanings when used herein), hereby certifies that each of IIF, Apple, Microsoft and Adobe are entitled to disbursement of the entire amount of the Escrow Account, in equal portions (as set forth below), pursuant to Section 1.3(c) of the Escrow Agreement.

In accordance with the terms and conditions of the Escrow Agreement, you (in your capacity as Escrow Agent under the Escrow Agreement) are hereby instructed to release and pay the Escrow Account to each Depositor as set forth above by method of wire transfer to the below account:

[Insert Wiring Instructions and amounts]

EASTMAN KODAK COMPANY

By: _____
Name:
Title:

INVENTION INVESTMENT FUND II, LLC

By: _____
Name:
Title:

APPLE INC.

By: _____
Name:
Title:

MICROSOFT CORPORATION

By: _____
Name:
Title:

ADOBE SYSTEMS INCORPORATED

By: _____
Name:
Title:

cc: [_____]

SCHEDULE A

LIST OF AUTHORIZED PERSONS

Eastman Kodak Company

William G. Love

Invention Investment Fund II, LLC

Nicholas Dykstra

Larry Froeber

Apple Inc.

BJ Watrous

Microsoft Corporation

Frank Brod

Peter Klein

Adobe Systems Incorporated

Dana Rao

EXHIBIT C TO THE SUPPLEMENTAL MOTION

Funding Commitment Letter

December 18, 2012

Intellectual Ventures Fund 83 LLC

c/o Samuel A. Waxman
Shearman & Sterling LLP
599 Lexington Avenue
New York, New York 10022

Re: Funding Commitment Letter

Ladies and Gentlemen:

1. Reference is made to the Patent Sale Agreement, dated as of December 18, 2012 (together with the ancillary agreements and attachments thereto and as amended or modified from time to time (with any such amendment or modification subject to the terms and conditions hereof), the "Patent Sale Agreement") (a true, correct and complete copy of which is attached hereto as Exhibit A), by and between Eastman Kodak Company ("Kodak") and Intellectual Ventures Fund 83 LLC (the "Purchaser"), pursuant to which the Purchaser has agreed to acquire the Assigned Patents specified in the Patent Sale Agreement (the "Transaction") and pursuant to which Kodak will execute and deliver, separately in favor of each License Participant (as defined below), a Retained Patents License Agreement and Bidco DC/KISS Patent License Agreement in the forms of those attached as Exhibit B hereto applicable to such License Participant (each such license agreement, a "License Agreement" and the licenses to the Licensed Patents (pursuant to the Retained Patents License Agreements) and the Assigned Patents (pursuant to the Bidco DC/KISS Patent License Agreements) and other rights granted to a License Participant under such agreements, each a "License"). Capitalized terms used but not otherwise defined in this funding commitment letter (the "Funding Commitment Letter") shall have the respective meanings ascribed to such terms in the Patent Sale Agreement. This Funding Commitment Letter is entered into by and among the Purchaser and each other Person who is a signatory hereto (each such Person an "Investor", and together the "Investors"). In addition, each Investor who shall receive a License under a License Agreement as provided in this Funding Commitment Letter shall also be referred to as a "License Participant" hereunder. For the avoidance of doubt, (i) Invention Investment Fund II, LLC ("IIF2"), shall not receive a License under a License Agreement and, consequently, shall not be a License Participant hereunder, and (ii) no Person shall receive a License in a form other than as attached hereto, nor shall any

Person, except as permitted under the License Agreements, receive a License under a License Agreement unless such Person is a signatory hereto.

2.

(a) Subject solely to Kodak's execution of the Patent Sale Agreement, and, except as provided in Section 2(b) hereof, the subsequent satisfaction or written waiver (such waiver subject to the terms and conditions hereof) at or prior to Closing of the conditions (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions at Closing) to the Purchaser's obligations to consummate and close the Transaction under the Patent Sale Agreement, including Kodak's execution and delivery of a counterpart to each of the License Agreements to each License Participant pursuant to Sections 3.3(a) and 6.2(c) thereof (the "Closing"), and subject to the compliance by Purchaser with its covenants set forth in Section 3 hereof and the execution and delivery by Apple Inc. ("Apple") of the Apple Supplement to the Bidco DC/KISS Patent License Agreement (a true, correct and complete copy of which is attached hereto as Exhibit C and which Apple hereby covenants and agrees to deliver at Closing), each Investor hereby irrevocably and unconditionally, severally and not jointly, commits to provide, or cause one or more of its Affiliates to provide, in immediately available funds at Closing to Kodak, which payment may be made pursuant to a paying agent agreement with a Paying Agent approved by Kodak (it being agreed and understood that payment of any amounts to such a Paying Agent shall not relieve the Investor of its foregoing obligation to pay such amounts to Kodak) the amount of money in United States dollars set forth opposite such Investor's name on Schedule A hereto under the column entitled "Commitment Amount" (such amount, the "Commitment Amount"); provided, that, any amount previously disbursed by any such Investor in connection with the payment of the Deposit (as such amount is set forth on Schedule A hereto under the column entitled "Deposit Amount") shall be credited towards such Investor's Commitment Amount. At Closing, the foregoing payments shall be made as payment in full of (x) the aggregate license fees under each of the Retained Patents License Agreement and the Bidco DC/KISS Patent License Agreement (each a "License Fee", and together the "License Fees") in accordance with the terms and conditions thereof and (y) to the extent applicable to an Investor, the consideration for the acquisition of an ownership interest in any Assigned Assets. For the avoidance of doubt, the sum of the Commitment Amounts of each Investor listed on Schedule A equals the Aggregate Transaction Value to be paid to Kodak as described in the Patent Sale Agreement.

(b) In the event that (i) the Bankruptcy Court has determined that one or more License Participants is in material breach of its obligations hereunder (each such breaching License Participant, a "Breaching Participant"), and (ii) the aggregate cash proceeds (net of the FlashPoint Settlement Amount) to be received by Kodak at Closing from Purchaser and the License Participants other than the Breaching Participant(s) is at least five hundred million (\$500,000,000) (such event, an "Alternate Transaction Event"), then (w) Purchaser shall waive any conditions to the obligations of Purchaser to consummate and close the Transaction under the Patent Sale Agreement (including any closing deliverables set forth in Section 3.3) solely to the extent that such conditions (A) cannot be satisfied as a result of any breaches by the Breaching Participants, including the condition set forth in Section 6.2(c) of the Patent Sale

Agreement solely with respect to any Breaching Participants and (B) would not reasonably be expected to (1) adversely affect, in any respect, any License Participant's (other than Breaching Participant's) right to be granted each of the License Agreements under Section 5.14 or Exhibit D or Exhibit E of the Patent Sale Agreement, (2) change the scope, terms or conditions of any of the License Agreements or any License Participant's rights thereunder, in each case, other than with respect to the Breaching Participants, (3) extend the Outside Date beyond 75 days from the date of the Patent Sale Agreement, (4) increase the maximum amount of the liability of any Investor pursuant to Section 7 herein, or (5) waive, amend or modify the closing condition set forth in Section 6.2(e) of the Patent Sale Agreement, (x) subject to the satisfaction or waiver of the conditions to Purchaser's obligations to consummate and close the Transaction under the Patent Sale Agreement other than those specified in clause (w), Purchaser shall consummate and close the Transaction under the Patent Sale Agreement and each License Participant (other than any Breaching Participants) shall at the Closing fund its respective Commitment Amount, (y) Purchaser's waiver of the closing conditions specified in clause (w) and the failure of the Breaching Participants to receive a License Agreement shall not be a breach hereunder, and (z) all claims and remedies against any Breaching Participants shall be preserved. In the event that Purchaser gives effect to this provision and Purchaser and Kodak consummate and close the Transaction under the Patent Sale Agreement, Purchaser and Kodak acknowledge and agree that (a) no License Participant, other than any Breaching Participant, shall have any obligation or liability with respect to any breaches by any Breaching Participants and (b) Kodak shall have the sole and exclusive right to seek damages (including, without limitation, reasonable attorneys' fees) resulting from, arising out of or relating to the breach by any such Breaching Participant of its obligations hereunder.

3. The Purchaser acknowledges, confirms and agrees that the Purchaser may not (i) agree to the terms of the Final Sale Order without the consent of each License Participant, unless it is substantially in the form attached to the Patent Sale Agreement as Annex I thereto, (ii) amend, supplement or modify, or waive any term or condition or grant any consent under, the Patent Sale Agreement, the License Agreements or the Final Sale Order if, with respect to this clause (ii), any such amendment, supplement, modification, waiver, consent or change would reasonably be expected to (a) adversely affect, in any respect, any License Participant's right to be granted each of the License Agreements under Section 5.14 or Exhibit D or Exhibit E of the Patent Sale Agreement, (b) change the scope, terms or conditions of any of the License Agreements or any License Participant's rights thereunder, (c) extend the Outside Date beyond 75 days from the date of the Patent Sale Agreement or amend the definition of Outside Date (and the Purchaser hereby covenants and agrees to exercise its right to terminate the Patent Sale Agreement upon the Outside Date), (d) increase the maximum amount of the liability of any Investor pursuant to Section 7 herein, or (e) waive, amend or modify the closing condition set forth in Section 6.2(e) of the Patent Sale Agreement, or (iii) assign, delegate or otherwise transfer any right, benefit or obligation contained in the Patent Sale Agreement other than the delegation by Purchaser to Apple of the right to acquire certain of the Assigned Patents and undertake Purchaser's obligations with regard to such Assigned Patents; provided, however, that, with respect to clauses (i) and (ii) of this Section 3, Purchaser shall also be entitled to make such modifications or amendments to the Final Sale Order and Patent Sale Agreement in connection with effectuating an Alternate Transaction Event and such modification or amendments are

necessary to effectuate the obligations of Purchaser and the License Participants pursuant to Section 2(b) to permit the Closing to occur; provided, further, that any such modifications or amendments may only be made without the consent of each License Participant (other than any Breaching Participants) if such modifications or amendments would not reasonably be expected to result in any of the conditions or events set forth in 2(b)(w)(B)(1) through (5), above.

4. Subject to the terms and conditions hereof, (a) each Investor hereby irrevocably and unconditionally, severally and not jointly, commits to provide the Purchaser, directly or indirectly, an amount of money in United States dollars in immediately available funds as is necessary solely for the purpose of funding payments by the Purchaser to Kodak of damages for breach of any representation, warranty or covenant by the Purchaser under the Patent Sale Agreement, as and when such damages become due and payable (including pursuant to any settlement of claims), in the event: (i) the Closing has not occurred, (ii) Kodak terminates the Patent Sale Agreement in accordance with its terms, and (iii) Kodak pursues a claim against the Purchaser for money damages for contractual breach, solely to the extent that such claim arises under the Patent Sale Agreement as the result of the failure of such Investor to fund any amounts due under this Funding Commitment Letter when due. There shall be no cap on the maximum liability of such Investor, provided, however, that such Investor shall have the right to participate in or control, at its sole expense, the defense of any such claim and shall not have any liability hereunder pursuant to a settlement or compromise of such claim entered into without its prior written consent and (b) IIF2 hereby irrevocably and unconditionally, severally and not jointly, commits to provide the Purchaser, directly or indirectly, an amount of money in United States dollars in immediately available funds as is necessary solely for the purpose of funding payments by the Purchaser to Kodak of any other amounts owed by the Purchaser under the Patent Sale Agreement, as and when such amounts become due and payable (including pursuant to any settlement of claims); provided that , in no event shall IIF2 be obligated to provide more than an amount equal to its Commitment Amount to Purchaser. For the avoidance of doubt, an Investor who has not failed to fund any amounts due under this Funding Commitment Letter when due shall have no liability under this Section 4.

5. Subject to the terms and conditions hereof each Investor (other than IIF2) agrees that it will (x) take such actions that are reasonably required to assist in obtaining entry of the Final Sale Order, including furnishing or filing affidavits or declarations with the Bankruptcy Court for the purpose of obtaining entry of the Final Sale Order, (y) use commercially reasonable efforts to take all actions and to do all things necessary, proper, or advisable in order to consummate and make effective the Closing when all conditions to Closing have been satisfied or waived (other than those conditions that by their nature are to be satisfied by action taken at the Closing); provided, that, except to the extent provided in the Patent Sale Agreement with respect to any Investor who is assigned or delegated any of Purchaser's right to acquire any of the Assigned Patents, in no event shall any Investor be obligated to (i) take any action that is not commercially reasonable such as, but not limited to, obligating itself to grant licenses, releases or non-assert covenants to any entity or take action in conflict with that contemplated in this Funding Commitment Letter, (ii) make any divestiture or disposition of, or enter into any licensing or similar arrangement with respect to, or agree to any limitation or impediment on, any of its assets, businesses or operations, or to litigate with any third party, including any Governmental

Entity or (iii) waive any applicable attorney-client privilege and (z) execute and deliver the License Agreements to which such Investor is a party. Purchaser shall use commercially reasonable efforts to keep each Investor and RPX Corporation (“RPX”) informed of information relevant to the Transaction in a timely manner, including information pertaining to funding the Transaction, and to deliver the executed License Agreements to each License Participant after Closing. An Investor’s maximum liability for breach of this Section 5 shall be its Commitment Amount.

6. Notwithstanding anything to the contrary contained in this Agreement, the liability of each Investor hereunder shall be several, not joint and several, based upon its respective Commitment Amount, and except as set forth in Section 4 hereof, no Investor (including Apple, subject to its execution and delivery of the Apple Supplement to the Bidco DC/KISS Patent License Agreement in accordance with Section 2 hereof and, in the event of a Terminated Bidco DC/KISS Patent License Agreement (as defined below), Apple’s grant of a license in accordance with Section 8 hereof) shall be liable for any amounts under this Funding Commitment Letter, the Patent Sale Agreement or the License Agreements in excess of its Commitment Amount.

7. Except as provided in Section 4 hereof, notwithstanding anything to the contrary set forth herein, funding of the Commitment Amount, subject to the terms and conditions set forth herein, shall be the sole funding obligation of each Investor under this Funding Commitment Letter, the Patent Sale Agreement or the License Agreements. In addition, the Purchaser and Apple acknowledge, confirm and agree that upon Closing the Assigned Patents will be subject to and encumbered by the Bidco DC/KISS Patent License Agreements and each commit to respect all rights of each License Participant under the Bidco DC/KISS Patent License Agreements.

8. If at any time after the Closing any Bidco DC/KISS Patent License Agreement is terminated, vacated, voided or rejected as the result of a subsequent bankruptcy of Kodak or for any other reason (except in the case of a termination in accordance with its terms) (the “Terminated Bidco DC/KISS Patent License Agreement”), the Purchaser or Apple (as applicable) shall automatically and without further consideration be deemed to have granted to such License Participant and its Affiliates that is a party to such Terminated Bidco DC/KISS Patent License Agreement a license and other rights under the Assigned Patents subject to the same terms and conditions set forth in such License Participant’s Bidco DC/KISS Patent License Agreement, effective as of the date the Purchaser or Apple (as applicable) acquired the Patents. Any subsequent sale, assignment, exclusive license or exclusive sublicense, or transfer of any or all of the Assigned Patents by the Purchaser or Apple (as applicable) shall be subject to the licenses, releases and rights granted to each License Participant and its Affiliates under the Bidco DC/KISS Patent License Agreements and the preceding sentence, and the Purchaser or Apple (as applicable) shall cause any immediate successors-in-interest or assigns (the “First Transferees”) with respect to any or all of the Assigned Patents to acquire such Assigned Patents subject to the licenses, releases and rights granted to each License Participant and its Affiliates under the respective Bidco DC/KISS Patent License Agreement. Purchaser or Apple (as applicable) will also impose on any First Transferees an obligation to impose the foregoing obligations on any subsequent immediate successors-in-interest or assigns (“Subsequent Transferees”) with respect to such Assigned Patents, and an obligation on any Subsequent Transferees to impose the

foregoing obligations on their transferees. This Section 8 is an integral part of this Funding Commitment Letter and it is expressly acknowledged and agreed that but for this Section 8, each License Participant would not have entered into this Funding Commitment Letter or agreed to provide the commitments, undertakings or contributions contemplated hereby.

9. Each party hereto hereby represents and warrants, severally and not jointly, (i) to the other parties hereto that it has the financial capacity to fund its commitments hereunder and agrees to maintain such financial capacity for so long as this Funding Commitment Letter remains in effect in accordance with its terms, (ii) to the other parties hereto that the execution, delivery and performance of this Funding Commitment Letter by such party is within its organizational powers and has been duly authorized by all necessary action, (iii) to the other parties hereto that this Funding Commitment Letter is a valid and binding obligation of such party, enforceable against it in accordance with its terms, except as enforceability may be limited by any bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws affecting the enforcement of creditors' rights generally or by general principles of equity, (iv) to the Purchaser that it has complied with all Laws applicable to the Auction (as such term is defined in the Conditional Sale Order) and (v) with respect to each Investor, to Kodak that, except as set forth in this Funding Commitment Letter, there are no conditions precedent or other contingencies related to the funding of the full amount of its Commitment Amount .

10. Purchaser hereby represents and warrants to the other parties hereto that, (i) it is an indirectly, wholly-owned subsidiary of IIF2, and (ii) that no Person other than Intellectual Ventures Management LLC, IIF2 (or IIF2's former, current or future equity holders, members, managers, general or limited partners, in each case solely in such capacity), has or will have as a result of the Transaction an ownership or other financial interest in (x) Purchaser or (y) any revenues generated in respect of the licensing of such Assigned Patents (except in the case of this clause (y), Apple solely as a result of its acquisition of certain patents as Purchaser's designee under the Patent Sale Agreement); provided, however, that in no event shall either (1) Purchaser or IIF2, in any event, be liable to any other Person, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages of such other Person, in respect of a breach of the representation made in this Section 10 and (2) the accuracy of the representations made in this Section 10 be a condition to the performance of each Investor's obligations hereunder. In the event that any Investor is excused from performing its obligations hereunder as a result of a breach by Purchaser of this Funding Commitment Letter, IIF2 hereby irrevocably and unconditionally, severally and not jointly, shall commit to provide the Purchaser, directly or indirectly, an amount of money in United States dollars in immediately available funds as is necessary solely for the purpose of funding payments by the Purchaser to Kodak of any amounts owed by the Purchaser under the Patent Sale Agreement, as and when such amounts become due and payable (including pursuant to any settlement of claims); provided that, in no event shall IIF2 be obligated to provide more than an amount equal to its Commitment Amount to Purchaser.

11. Subject to the succeeding sentence, this Funding Commitment Letter may not be revoked or terminated and shall remain in full force and effect and shall be binding on each Investor and the Purchaser until all of the obligations of each such Investor and the Purchaser hereunder have

been satisfied. Notwithstanding the immediately preceding sentence, this Funding Commitment Letter, and all obligations hereunder, will terminate automatically and immediately upon the earliest to occur of the following (with capitalized terms not otherwise defined herein having the meaning given in the Conditional Sale Order): (i) the Closing (after the payment by the Purchaser of the Closing Amount, the payment of the License Fees and the receipt by the License Participants of the Licenses), (ii) if the Purchaser is not selected and approved as the Successful Bidder under the Conditional Sale Order, the date on which another person other than Purchaser is declared the Successful Bidder, (iii) if the Purchaser is selected and approved as the Successful Bidder, immediately upon the valid termination of the Patent Sale Agreement in accordance with its terms, or (iv) if the Purchaser or IIF2 breaches Section 2(b) or Section 3 of this Funding Commitment Letter and such breach is not cured within two (2) business days of the Purchaser's receipt of notice thereof; provided, that, Sections 4 and 6-23 hereof, and the obligations of the parties hereto and the rights of Kodak with respect to such Sections and Section 2(b), shall survive any termination of this Funding Commitment Letter; provided, further, that with respect to a breaching Investor, no termination of this Funding Commitment Letter shall relieve such party for any liability it has to Kodak or any other party hereunder.

12. The benefits under this Funding Commitment Letter may not be assigned by (a) any Investor without the prior written consent of Kodak and the Purchaser (except to any of its wholly-owned Subsidiaries (provided that such Investor remains jointly and severally liable with its assignee for all obligations of such Investor under this Funding Commitment Letter)) or (b) the Purchaser without the prior written consent of Kodak and Investors representing 51% of the sum of each Investor's Commitment Amount, in each case, such consent (other than with respect to Kodak) not to be unreasonably withheld and, if granted, shall not constitute a waiver of this requirement as to any subsequent assignment. Any attempted assignment without such consent shall be null and void and of no force or effect. This Funding Commitment Letter may not be terminated (except as provided in Section 11 hereof) or amended (other than any updates to Schedule A, including to increase a party's commitment amount with such party's written consent), and no provision hereof amended, waived or modified, except by an instrument in writing signed by the Purchaser, each Investor and Kodak. Notwithstanding anything that may be express or implied, nothing in this Section 12 shall affect each License Participant's ability to assign the Bidco DC/KISS Patent License Agreement according to its terms after such agreement is executed and delivered by Kodak.

13. Subject to the following sentences of this Section 13, this Funding Commitment Letter shall be binding upon each party hereto and shall inure solely to the benefit of each party hereto, and nothing set forth in this Funding Commitment Letter shall be construed to confer upon or give to any other person or entity any benefits, rights or remedies whatsoever hereunder or by reason hereof. Notwithstanding the foregoing, Kodak shall have the right to pursue any Breaching Participant pursuant to Section 2(b) and shall be a third party beneficiary of, and be entitled to enforce the right to specific performance of each Investor's payment obligations hereunder and of each Purchaser's and Investor's obligations under Sections 2, 3, 4, 5, 10, 11, 12, 13, 18 and 19 hereunder (subject to the other terms and conditions hereof). Each Investor expressly acknowledges and agrees that the Purchaser would not have entered into the Patent Sale Agreement absent the commitments, obligations and agreements of such Investor set forth

in this Funding Commitment Letter. The Purchaser expressly acknowledges and agrees that each License Participant would not have entered into the License Agreements or any other agreement or instrument relating to the Transaction, absent the commitments, obligations and agreements of the Purchaser and IIF2 set forth in this Funding Commitment Letter. Notwithstanding anything that may be expressed or implied, nothing in this Section 13 is intended to affect the scope of the licenses, sublicenses, other rights or exhaustion that each License Participant, their Affiliates and certain third parties receive or benefit from according to the terms of the Bidco DC/KISS Patent License Agreement after such agreement is executed and delivered by Kodak.

14. Notwithstanding anything that may be expressed or implied in this Funding Commitment Letter, by its acceptance of this Funding Commitment Letter, the Purchaser and each Investor covenants, agrees and acknowledges that no Person other than the Investor and the Purchaser shall have any obligation hereunder and that no recourse hereunder or under any documents or instruments delivered in connection herewith shall be had against any other Person, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, for any obligations of the Purchaser or the Investor under this Funding Commitment Letter or any documents or instrument delivered in connection herewith or for any claim based on, in respect of, or by reason of such obligation or their creation; provided, however, that the obligations of each Investor hereunder shall be several, not joint and several.

15. The Purchaser acknowledges and covenants that (i) any funds relating to the Closing Amount and/or the License Fees, disbursed by any Investor pursuant to this Funding Commitment Letter shall be used solely for the purposes specified herein, (ii) the Purchaser shall not have any right to hold the License Fees or use such funds for any other purpose, (iii) the Purchaser shall transmit the portion of such funds relating to the Closing Amount and License Fees received by Purchaser, in each case as required under the Patent Sale Agreement and the applicable License Agreement and , in the event of an Alternative Transaction Event, Section 2 of this Funding Commitment Letter, (iv) such funds shall in no event be deemed to be property of the Purchaser, (v) if this Funding Commitment Letter is terminated pursuant to Section 12 hereof, any funds disbursed by an Investor pursuant to this Funding Commitment Letter, and/or in connection with the payment of the Deposit, and returned to the Purchaser by Kodak, its representatives or by the escrow agent pursuant to the Escrow Agreement, shall be returned to such Investor.

16. This paragraph is subject to Purchaser's and each Investors' obligations under paragraph 5. This Funding Commitment Letter shall be treated as confidential and is being provided to the Purchaser solely in connection with the Transaction. This Funding Commitment Letter may not be used, circulated, quoted or otherwise referred to in any document, except with the prior written consent of Purchaser and each License Participant or otherwise in connection with the enforcement by Kodak, the Purchaser or a License Participant of its rights hereunder, except (but only to the extent reasonably necessary) as may be required to be disclosed by Kodak or any party hereto to comply with applicable Law or to obtain (x) approval of the Bankruptcy Court of the Final Sale Order and (y) the approval of the Reviewing Creditors of the transactions contemplated herein (provided that in the case of clause (y), this Funding Commitment Letter

will be provided to the advisors of the Reviewing Creditors on an “advisors eyes only” basis); provided, however that notwithstanding the foregoing (i) Schedule A hereto and/or the Commitment Amount of any individual License Participant may only be disclosed to the Bankruptcy Court pursuant to (x) under seal and (ii) except as permitted by (i), only the aggregate Commitment Amount of all License Participants (but not the Commitment Amounts of individual License Participants) may be disclosed. Subject to the immediately preceding sentence, the parties hereto acknowledge and agree that neither their respective Commitment Amounts nor the License Fees will be disclosed to Kodak (whether by inclusion thereof in the Retained Patents License Agreement or the Bidco DC/KISS Patent License Agreement, or any other documents provided to Kodak, or otherwise) at any time prior to the Closing.

17. This Funding Commitment Letter and the Patent Sale Agreement constitute the entire agreement, and supersede all prior agreements, understandings and statements, written or oral, among the parties hereto or any of their respective Affiliates with respect to the subject matter hereof.

18. The Purchaser and each Investor acknowledge and agree that the parties hereto would be irreparably damaged if any Investor or Purchaser breaches any of the terms of this Funding Commitment Letter, including if an Investor does not satisfy its obligation to fund its Commitment Amount in accordance with the terms hereof, and that any such non-performance or breach could not be adequately compensated by monetary damages alone and that Purchaser and the Investors would not have any adequate remedy at law. Accordingly, the Purchaser, Kodak and the Investors shall be entitled to enforce any provision of this Funding Commitment Letter (including each Investor’s obligation to fund the Commitment Amount in accordance with the terms hereof) by a decree of specific performance and to seek temporary, preliminary or permanent injunctive relief to prevent breaches or threatened breaches of any provision of this Funding Commitment Letter without posting any bond or other undertaking. The parties agree that they will not contest the appropriateness of specific performance as a remedy and further agree that the only permitted objection that it may raise in response to any action for equitable relief is that it contests the existence of a breach or threatened breach of the provisions of this Funding Commitment Letter.

19. This Funding Commitment Letter may be executed in multiple counterparts and by facsimile or electronic mail in portable document format, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. This Funding Commitment Letter shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without giving effect to any law that would cause the laws of any jurisdiction other than the State of New York to be applied. Each of the parties hereto (i) agrees to bring any claim, action or proceeding by such party seeking any relief whatsoever arising out of, or in connection with, this Funding Commitment Letter, or the transactions contemplated hereby only in the following courts: (a) the U.S. Bankruptcy Court, if brought prior to the entry of a final decree closing the Bankruptcy Cases or (b) the United States District Court for the Southern District of New York or, if that court lacks subject matter jurisdiction, the Supreme Court of the State of New York, County of New York (collectively, the “New York Courts”); and (ii) agrees to submit to the jurisdiction of the U.S.

Bankruptcy Court or the New York Courts, as applicable, pursuant to the preceding clauses (a) and (b) for purposes of all legal proceedings arising out of, or in connection with, this Funding Commitment Letter or the transactions contemplated hereby; (iii) waives and agrees not to assert any objection that it may now or hereafter have to the laying of the venue of such action brought in any such court or any claim that any such action brought in such court has been brought in an inconvenient forum; and (iv) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdictions by suit on the judgment and in any other manner provided by applicable law.

20. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS FUNDING COMMITMENT LETTER, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

21. Purchaser and each Investor agree that no public press release or other similar announcement concerning the transactions contemplated hereby shall be issued by such party without the prior consent of such other parties (which consent shall not be unreasonably withheld), except as such release or announcement may be required by Law, in which case the party required to make the release or announcement shall use its reasonable efforts to allow such other parties reasonable time to comment on such release or announcement in advance of such issuance; provided that nothing in this Section 21 shall be construed to prevent Kodak from making such filings with the Bankruptcy Court (subject to the limitations set forth in Section 16 herein) as may be required in Kodak's reasonable judgment (in consultation with the Purchaser) to obtain approval of the Final Sale Order, including such information relating to the transactions contemplated herein that Kodak deems reasonably necessary to include in the Supplemental Sale Motion (as defined in the Patent Sale Agreement). Notwithstanding the foregoing, Purchaser, IIF2 and RPX shall have the right, without prior consent, to issue a public release or announcement (or consent to the issuance by Kodak of a press release or announcement) with respect to the execution by Purchaser and Kodak of, and consummation of the transactions contemplated by, the Patent Sale Agreement, so long as such public release or announcement does not identify any License Participant or Investor (other than IIF2) and/or respective Commitment Amount hereunder, and each License Participant has had the opportunity for prior review and comment.

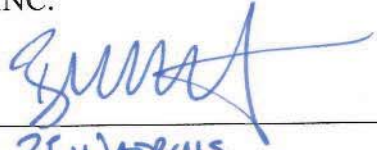
22. Purchaser and each Investor acknowledge and agree that (a) this Funding Commitment Letter is not intended to, and does not, create any agency, partnership, fiduciary or joint venture relationship between or among any of the parties hereto and neither this Funding Commitment Letter nor any other document or agreement entered into by any party hereto relating to the subject matter hereof shall be construed to suggest otherwise and (b) the obligations of each of the Purchaser and Investors under this Funding Commitment Letter are solely contractual in nature.

23. Notwithstanding anything that may be expressed or implied in this Funding Commitment Letter, or any document or instrument delivered in connection herewith, by its acceptance of the benefits of this Funding Commitment Letter, each party hereto covenants, agrees and acknowledges that, with respect to (a) Purchaser's obligations hereunder, no Person other than the Purchaser or IIF2 and (b) the obligations of each other Investor hereunder, no Person other than the applicable Investor, in each case ((a) and (b)), has any liability, obligation or commitment of any nature, known or unknown, whether due or to become due, absolute, contingent or otherwise, hereunder and that such party hereto has no right of recovery under this Funding Commitment Letter or under any document or instrument delivered in connection herewith, or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, such obligations or their creation, the transactions contemplated hereby or in respect of any oral representations made or alleged to be made in connection herewith, against, and no personal liability whatsoever shall attach to, be imposed upon or be incurred by, any former, current or future equity holders, controlling persons, directors, trustees, officers, employees, advisors, agents, affiliates, members, managers, general or limited partners, successors or assignees of the Purchaser, IIF2, any other Investor or any former, current or future equity holder, controlling person, director, trustee, officer, employee, advisor, agent, affiliate, member, manager, general or limited partner, successor or assignee of any of the foregoing, whether by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable Law, or otherwise.

[Signature Page Follows]

Very truly yours,

APPLE INC.

By: 
Name: BJ WATERS
Title: VP: CHIEF IP COUNSEL

RESEARCH IN MOTION LIMITED

By: _____
Name:
Title:

GOOGLE INC.

By: _____
Name:
Title:

SAMSUNG ELECTRONICS CO., LTD.

By: _____
Name:
Title:

ADOBE SYSTEMS INCORPORATED

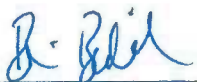
By: _____
Name:
Title:

Very truly yours,

APPLE, INC.

By: _____
Name:
Title:

RESEARCH IN MOTION LIMITED

By:  _____
Name: *Brian Bidulka*
Title: *Chief Financial Officer*

GOOGLE INC.

By: _____
Name:
Title:

SAMSUNG ELECTRONICS CO., LTD.

By: _____
Name:
Title:

ADOBE SYSTEMS INCORPORATED

By: _____
Name:
Title:

Very truly yours,

APPLE, INC.

By: _____
Name:
Title:

RESEARCH IN MOTION LIMITED

By: _____
Name:
Title:

GOOGLE INC.

By: Allen M. Lo
Name: Allen M. Lo
Title: Deputy General Counsel

SAMSUNG ELECTRONICS CO., LTD.

By: _____
Name:
Title:

ADOBE SYSTEMS INCORPORATED

By: _____
Name:
Title:

Very truly yours,

APPLE, INC.

By: _____
Name:
Title:

RESEARCH IN MOTION LIMITED

By: _____
Name:
Title:

GOOGLE INC.

By: _____
Name:
Title:

SAMSUNG ELECTRONICS CO., LTD.

By: S. G. Park
Name: *Seung-gun Park*
Title: *Senior Vice President*

ADOBE SYSTEMS INCORPORATED

By: _____
Name:
Title:

Very truly yours,

APPLE, INC.

By: _____
Name:
Title:

RESEARCH IN MOTION LIMITED

By: _____
Name:
Title:


GOOGLE INC.

By: _____
Name:
Title:

SAMSUNG ELECTRONICS CO., LTD.


By: _____
Name:
Title:

ADOBE SYSTEMS INCORPORATED

By:  _____
Name: Michael D. Hill
Title: SVP + GC

HTC Investment One (BVI) CORPORATION

By: _____
Name: _____
Title: _____



FUJIFILM CORPORATION

By: _____
Name: _____
Title: _____

FACEBOOK, INC.

By: _____
Name: _____
Title: _____

HUAWEI TECHNOLOGIES CO., LTD.

By: _____
Name: _____
Title: _____

AMAZON FULFILLMENT SERVICES, INC.

By: _____
Name: _____
Title: _____


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Signature Page to Funding Commitment Letter Agreement

HTC Investment One (BVI) CORPORATION

By: _____
Name:
Title:

FUJIFILM CORPORATION

By: 
Name: Toshiaki Suzuki
Title: Director, Corporate Vice President,
General Manger of Intellectual Property Division

FACEBOOK, INC.

By: _____
Name:
Title:

HUAWEI TECHNOLOGIES CO., LTD.

By: _____
Name:
Title:

AMAZON FULFILLMENT SERVICES, INC.

By: _____
Name:
Title:


HTC Investment One (BVI) CORPORATION

By: _____
Name:
Title:

FUJIFILM CORPORATION

By: _____
Name:
Title:

FACEBOOK, INC.

By:  _____
Name: SAM O'ROURKE
Title: DCC, IP

HUAWEI TECHNOLOGIES CO., LTD.

By: _____
Name:
Title:

AMAZON FULFILLMENT SERVICES, INC.

By: _____
Name:
Title:

HTC Investment One (BVI) CORPORATION

By: _____
Name:
Title:

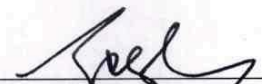
FUJIFILM CORPORATION

By: _____
Name:
Title:

FACEBOOK, INC.

By: _____
Name:
Title:

HUAWEI TECHNOLOGIES CO., LTD.

By: 
Name: DING JIZHEN
Title: DIRECTOR IPR

AMAZON FULFILLMENT SERVICES, INC.

By: _____
Name:
Title:

HTC Investment One (BVI) CORPORATION

By: _____
Name:
Title:

FUJIFILM CORPORATION

By: _____
Name:
Title:

FACEBOOK, INC.

By: _____
Name:
Title:

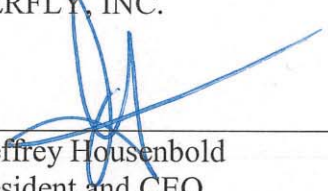
HUAWEI TECHNOLOGIES CO., LTD.

By: _____
Name:
Title:

AMAZON FULFILLMENT SERVICES, INC.

By: Michael Deal
Name: Michael Deal
Title: Vice President

SHUTTERFLY, INC.

By: 
Name: Jeffrey Housenbold
Title: President and CEO

MICROSOFT CORPORATION

By: _____
Name:
Title:

INVENTION INVESTMENT FUND II, LLC

By: _____
Name:
Title:

SHUTTERFLY, INC.

By: _____
Name:
Title:

MICROSOFT CORPORATION

By: Frank H. Brod
Name: FRANK H. BROD
Title: CVP

INVENTION INVESTMENT FUND II, LLC

By: _____
Name:
Title:

SHUTTERFLY, INC.

By: _____
Name:
Title:

MICROSOFT CORPORATION

By: _____
Name:
Title:

INVENTION INVESTMENT FUND II, LLC

By: *Nathan Myhrvold*
Name:
Title:

Acknowledged and agreed
as of the date first written above

INTELLECTUAL VENTURES FUND 83 LLC

By: Nathan Meynold
Name:
Title:

EXHIBIT A

PATENT SALE AGREEMENT

[See Exhibit B to the Supplemental Motion]

EXHIBIT B

LICENSE AGREEMENTS

[FILED UNDER SEAL]

EXHIBIT C

APPLE SUPPLEMENT TO BIDCO DC/KISS PATENT LICENSE AGREEMENT

[FILED UNDER SEAL]

EXHIBIT D TO THE SUPPLEMENTAL MOTION

Summary of Permitted Encumbrances

*Set forth below is a chart comparing the scope of permitted encumbrances between the Patent Sale Agreement, dated December 18, 2012, between Kodak and IV (the “**Patent Sale Agreement**”), and the Conditional Sale Order entered by the Bankruptcy Court on July 5, 2012. This chart is provided for summary purposes only and does not purport to amend or modify the provisions of the Patent Sale Agreement or the Conditional Sale Order. Capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the Patent Sale Agreement or Conditional Sale Order, as applicable.*

Permitted Encumbrance	Patent Sale Agreement	Conditional Sale Order
SSO Commitments	The promises, declarations and commitments granted, made or committed, in each case, in writing by Kodak to standards-setting organizations (“ SSOs ”) concerning any of the Assigned Patents pursuant to the written membership agreements, written by-laws or written policies of SSOs in which Kodak was a participant, in each case solely to the extent that (a) Kodak is required pursuant to such promises, declarations or commitments or applicable non-bankruptcy law to bind the Person to whom Kodak transfers the Assigned Patents to such promises, declarations or commitments, and (b) such promises, declarations or commitments constitute interests in property under applicable U.S. federal bankruptcy Law.	The promises, declarations and commitments granted, made or committed, in each case, in writing by the Debtors to standard-setting bodies or industry groups concerning the Digital Imaging Patent Assets, and the commitments concerning the Digital Imaging Patent Assets granted in writing by the Debtors pursuant to the written membership agreements, written by-laws or written policies of standard-setting bodies or industry groups in which Debtors were participants (collectively, “ SSO Commitments ”), solely to the extent that the Debtors are required pursuant to such SSO Commitments or applicable non-bankruptcy law to bind a purchaser of some or all of the Digital Imaging Patent Assets to such SSO Commitments.
365(n) Rights	Any rights of any Third Party to a Rejected Agreement under section 365(n) of the Bankruptcy Code. A “ Rejected Agreement ” is an agreement set forth on Schedule 1.1(d) of the Patent Sale Agreement that is rejected by Kodak.	If, at any time, the Debtors reject a Scheduled Agreement, (x) any rights of the non-debtor party to such rejected Scheduled Agreement under section 365(n) of the Bankruptcy Code and (y) any Claim or Interest arising under such rejected Scheduled Agreement to the extent the non-debtor party under such rejected Scheduled Agreement is entitled to adequate protection under section 363(e) of the Bankruptcy Code, and such adequate protection has not otherwise been provided. A “ Scheduled Agreement ” is an agreement set forth on Exhibit 2 to the Conditional Sale Order and any “agreements supplementary” (as such term is used in section 365(n)(1)(B) of the Bankruptcy Code) to each such agreement.
Scheduled Agreements	Any and all releases, licenses, immunities, covenants not to assert and similar rights of a counter-party under a Scheduled Agreement in respect of any Assigned Patent (including any rights of a counter-party under a Scheduled Agreement in respect of any Assigned Patent that are binding on an assignee of an	All rights with respect to any Digital Imaging Patent Assets granted, licensed, covenanted, or otherwise provided to the non-debtor party under a Scheduled Agreement that is not rejected by the Debtors.

	<p>in each case, (x) solely to the extent such releases, licenses, immunities, covenants not to assert and similar rights of a counter-party exist as of Closing or are provided for in a Scheduled Agreement as of Closing, and (y) where such Scheduled Agreement is not rejected by Kodak.</p> <p>A “Scheduled Agreement” is an agreement set forth on Schedule 1.1(d) of the Patent Sale Agreement.</p>	
New Licenses	<p>Any rights of a licensee of intellectual property comprising the Assigned Patents under any written license agreement entered into after the date of the Patent Sale Agreement through the Closing with prior written consent of Buyer in accordance with Section 5.3 of the Patent Sale Agreement.</p>	<p>Any rights of a licensee of intellectual property comprising the Digital Imaging Patent Assets under any written license agreement approved by this Court after the date of this Order but prior to the consummation of the Sale.</p>
Additional Encumbrances	<p>a) any other rights and interests set forth in the Final Sale Order that will not be discharged as set forth on Schedule 1.1(c) of the Patent Sale Agreement, or that are not dischargeable by the Bankruptcy Court under applicable Law;</p> <p>b) any and all Claims and Interests of Apple Inc. with respect to inventorship, ownership of, or other rights with respect to, U.S. Patent Nos. 5,493,335, 5,828,406, 6,147,703, 6,292,218, 6,441,854, 6,879,342, 7,210,161, 7,453,605, 7,742,084 and 7,936,391; <u>provided that</u>, nothing in the Patent Sale Agreement shall be construed as an admission of validity of any of the foregoing Claims and Interests;</p> <p>c) all licenses (express or implied) or covenants not to assert with respect to any of the Assigned Patents granted to a Third Party under Product Licenses;</p> <p>d) any co-ownership interests in the Assigned Patents set forth on Schedule 1.1(f) of the Patent Sale Agreement;</p> <p>e) the licenses, releases, covenants and rights of (i) any licensee under any Bidco DC/KISS Patent License Agreement, or (ii) any counter-party under the agreements set forth on Schedule 1.1(i) of the Patent Sale Agreement in respect of the Assigned Patents;</p> <p>f) the rights of any licensee under the Kodak DC/KISS Grant-Back License Agreement.</p> <p>g) any valid license, sublicense, immunity, covenant not to sue or other similar right to an Assigned Patent granted by or</p>	<p>Such other encumbrances or assumed liabilities as may be expressly provided in the Sale Agreements.</p>

	<p>through FlashPoint for Digita Software prior to June 5, 2003 to a FlashPoint Digita Software licensee in accordance with and subject to the terms and conditions of the Technology License Agreement between Kodak and FlashPoint dated March 17, 1997.</p> <p>“Permitted Encumbrances” as defined in the Patent Sale Agreement shall not include any (i) obligations, liabilities or Interests related to Taxes, or (ii) Intercompany Contracts.</p>	
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EXHIBIT E TO THE SUPPLEMENTAL MOTION

Publication Notice

Andrew G. Dietderich
Michael H. Torkin
Jill C. Gadwood
Rosita H.Y. Lee
SULLIVAN & CROMWELL LLP
125 Broad Street
New York, New York 10004-2498
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> , ¹)	Case No. 12-10202 (ALG)
Debtors.)	Jointly Administered

**NOTICE OF (I) SELECTION OF SUCCESSFUL BIDDER
AND (II) SCHEDULING OF A FINAL SALE HEARING**

PLEASE TAKE NOTICE that pursuant to the Order (A) Conditionally Authorizing the Sale of Patent Assets Free and Clear of Claims and Interests and (B) Establishing a Competitive Bidding Process (the “**Conditional Sale Order**”),² entered by the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) on July 5, 2012 [Docket No. 1590], and in accordance with the Bidding Procedures approved by the Conditional Sale Order, Eastman Kodak Company (“**Kodak**”) and its affiliated debtors and debtors in possession (collectively, the “**Debtors**”) conducted a Bidding Process for the sale (the “**Sale**”) of Kodak’s Digital Imaging Patent Assets.

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.

² Capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the Conditional Sale Order or, if not defined in the Conditional Sale Order, are to be given the meanings ascribed to them in the Supplemental Motion.

PLEASE TAKE FURTHER NOTICE that at the conclusion of the Bidding Process, the Debtors declared Intellectual Ventures Fund 83 LLC (“**IV**”) as the Successful Bidder in accordance with the Bidding Procedures, and on December 18, 2012, entered into a Transaction which includes: (a) the Sale of the Assigned Assets free and clear of Claims and Interests (except for and subject to Permitted Encumbrances) (as each such term is defined in the Patent Sale Agreement) to IV and Apple Inc. (“**Apple**”) pursuant to the Patent Sale Agreement between Kodak and IV (the “**Patent Sale Agreement**”); (b) the granting of licenses pursuant to the Consortium Member License Agreements to each of Adobe Systems Incorporated, Amazon Fulfillment Services, Inc., Apple, Facebook, Inc., FUJIFILM Corporation (“**FUJIFILM**”), Huawei Technologies Co., Ltd., Google Inc., H.T.C. (B.V.I.) Corporation, Microsoft Corporation, Research In Motion Limited, Samsung Electronics Co., Ltd. and Shutterfly, Inc. (collectively, the “**Licensees**”); (c) the retaining by Kodak of a license to the Assigned Patents (as defined in the Patent Sale Agreement) pursuant to the Grant-Back License Agreements; (d) Kodak’s entry into the FlashPoint Settlement Agreement with IV, Apple and FlashPoint Technology Inc. (“**FlashPoint**”); (e) Kodak’s entry into the FlashPoint Supplemental Settlement Agreements with FlashPoint, Hanei Corporation (“**Hanei**”) and Modesmata Corporation (“**Modesmata**”) to resolve FlashPoint’s claims to certain Kodak patents and transfer certain of Kodak’s shares of FlashPoint, Hanei and Modesmata; (f) the dismissal and release of certain claims between Kodak and the Licensees pursuant to the Retained Patents License Agreements; (g) Kodak’s entry into the Fuji Letter Agreement with FUJIFILM to resolve certain litigation and commercial issues between Kodak and FUJIFILM; and (h) Kodak’s assumption of certain patent Cross License Agreements with FUJIFILM, as amended pursuant to the Fuji Letter Agreement.

PLEASE TAKE FURTHER NOTICE that the Debtors have conducted the Bidding Process as required by the Conditional Sale Order, and each applicable Reviewing Creditor has indicated that it either consents or does not object to the Debtors’ entry into and consummation of the Transaction, subject to the approval of the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that on December 19, 2012, the Debtors filed the Supplemental Motion for an Order Authorizing (A) the Sale of Patent Assets Free and Clear of Claims and Interests, (B) the License of Patents, (C) the Assumption of Patent Cross License Agreements with FUJIFILM and (D) the Settlement of Claims Related to Certain Patents [Docket No. ●] (the “**Supplemental Motion**”), as a supplement to the Debtors’ Motion for Orders (I) (A) Conditionally Authorizing the Sale of Patent Assets Free and Clear of Claims and Interests, (B) Establishing a Competitive Bidding Process and (C) Approving the Notice Procedures and (II) Authorizing the Sale of Patent Assets Free and Clear of Claims and Interests, dated June 11, 2012 [Docket No. 1361] (the “**Original Sale Motion**” and, together with the Supplemental Motion, the “**Motion**”).

PLEASE TAKE FURTHER NOTICE that on January 11, 2013 at 10:00 a.m. (ET), a hearing (the “**Final 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 “**Final Sale Order**”), authorizing and approving the consummation of the Transaction. The Final Sale Hearing may be adjourned or rescheduled without further notice by an announcement of the adjourned date at the Final Sale Hearing or by the filing of a hearing agenda.

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 and the United States Trustee, 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, NY 10004; (b) the Debtors and Sullivan & Cromwell LLP (Attn: Andrew G. Dietderich, Michael H. Torkin and Jill C. Gadwood), counsel to the Debtors; (c) Milbank, Tweed, Hadley & McCloy LLP (Attn: Dennis F. Dunne, Tyson M. Lomazow and Brian Kinney), counsel to the Official Committee of Unsecured Creditors; (d) Arent Fox LLP (Attn: Andrew I. Silfen, Beth M. Brownstein and Carol Connor Cohen), counsel to the Official Committee of Retired Employees of the Debtors; (e) Davis Polk & Wardwell LLP (Attn: Brian M. Resnick), counsel to Citicorp North America, Inc., as agent for the Debtors' postpetition secured lenders; (f) Akin Gump Strauss Hauer & Feld LLP (Attn: Michael S. Stamer, David Botter, Abid Qureshi, Alexis Freeman and Rachel Ehrlich Albanese), counsel to the Ad Hoc Committee of Second Lien Noteholders; and (g) Shearman & Sterling LLP (Attn: Samuel Waxman and Andrew Tenzer), counsel to IV, so as to be actually **received no later than 4:00 p.m. (ET) on January 4, 2013** (the "**Final Sale Objection Deadline**"). Only those responses or objections that are timely filed, served and received will be considered at the Final Sale Hearing.

PLEASE TAKE FURTHER NOTICE that this notice is qualified by the Conditional Sale Order and the Bidding Procedures. All persons are urged to read carefully the Motion, the Conditional Sale Order and the Bidding Procedures. To the extent that this notice is inconsistent with the terms of the Conditional Sale Order, the terms of the Conditional Sale Order shall govern.

PLEASE TAKE FURTHER NOTICE that the Motion, Conditional Sale Order, Bidding Procedures, redacted versions of the Sale Agreement and the other Transaction documents may be obtained (i) from 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 or (c) 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.