

**AMENDED AND RESTATED TRADEMARK LICENSE AGREEMENT**

**THIS AGREEMENT** is executed this 8<sup>th</sup> day of February, 2013 by and between **Eastman Kodak Company**, a New Jersey corporation located at 343 State Street, Rochester, New York 14650 (“**Kodak**”), and **Signet Armorlite, Inc.**, a Delaware corporation located at 13555 North Stemmons Freeway, Dallas, Texas 75244 (“**Licensee**”).

**WHEREAS**, Kodak and Licensee are parties to a certain License Agreement, dated May 1, 1992, as amended (the “**Original License Agreement**”), pursuant to which Kodak provides a trademark license to Licensee for certain products; and

**WHEREAS**, subsequent to the execution of the Original License Agreement, Licensee was acquired by Essilor International, Compagnie Generale d’Optique (“**Essilor**”) through a wholly owned subsidiary in the United States; and

**WHEREAS**, Kodak and Licensee have decided to amend and restate the Original License Agreement, effective as of the Effective Date (defined in Section 11(a)) to provide for, among other things, a paid-up license to Licensee on and after the Effective Date, and

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

**1. DEFINITIONS.** In addition to the other terms defined in this Agreement, the following terms will have the following meanings when used herein:

a. “**Affiliate**”, with respect to a Party, shall mean any entity which is controlled either directly or indirectly by such Party or is under common control with such Party.

b. “**Control**” of an entity means ownership or control, direct or indirect of (i) 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, or (ii) if such entity does not have outstanding shares or securities, more than fifty percent (50%) of the then-outstanding ownership interest representing the right to make the decisions for such entity, or (iii) fifty percent (50%) or more of the then-outstanding shares, securities or equity of such entity and either the power to (1) direct or cause the direction of the management and policies of such entity by contract or other arrangement or (2) appoint fifty percent (50%) or more of the members of the governing body (including but not limited to a board of directors, executive committee or financial committee). “Control” shall include the correlative meanings of “Controls”, “Controlled” and “Controlling”.

c. “**Distributor(s)**” means a distributor of Licensed Products, which may be an Affiliate or a non-Affiliate of Licensee, and which if a non-Affiliate has filled

out an undertaking substantially as set forth in Appendix F, or which is otherwise identified in Appendix B.

d. **“Licensed Products”** means (i) prescription spectacle (eyeglass) lenses, including prescription sunglass lenses, (ii) designs and design files, materials, coatings and treatments only when used for or on the lenses in Section 1(d)(i), and (iii) accessories for finished lenses licensed under Section 1(d)(i) only when such accessories are provided by Retailers at the same time as the retail sale of such lenses to the end-user customer for no additional consideration. Licensed Products do not include (1) spectacle frames, (2) accessories, unless and only to the extent expressly contemplated by Section 1(d)(iii), (3) non-prescription or over-the-counter reading glasses, (4) non-prescription sunglasses, (5) contact lenses and (6) intraocular lenses.

e. **“Marketing Territory”** means worldwide, excluding those countries not legally allowed to trade with the United States.

f. **“Manufacturer(s)”** means a manufacturer of Licensed Products, which may be an Affiliate or a non-Affiliate of Licensee, and which if a non-Affiliate has filled out an undertaking substantially as set forth in Appendix F, or which is otherwise identified in Appendix B.

g. **“Party”** or **“Parties”** means Kodak, Licensee or both when used in the plural.

h. **“Trademarks”** means only trademark(s), trade dress and graphic designs specifically set forth in Appendix A.

i. **“Licensee’s Trademarks”** means all trademarks, trade names, trade dress and graphic designs owned by Licensee or its Affiliates, and all trademarks, trade names, trade dress and graphic designs licensed for use by Licensee or its Affiliates as of the Effective Date.

j. **“Third Party Marks”** means all trademarks, trade names, trade dress and graphic designs other than the Trademarks and Licensee’s Trademarks.

## **2. LICENSE GRANT; LICENSE RESTRICTIONS.**

a. Subject to compliance by Licensee with the terms and conditions of this Agreement, including the obligation to make the payment specified in Section 7, Kodak, for itself and its Affiliates, hereby grants to Licensee an exclusive, paid-up (for all licensed activities hereunder and under the Original License Agreement on and after January 1, 2013) license to utilize the Trademarks only on and in connection with (i) the manufacture, sale, disposal or placement of Licensed Products in the Marketing Territory only if such Licensed Products bear a Trademark(s) as the primary and dominant brand in accordance with the terms of this Agreement, as reasonably determined by Kodak, (ii) the packaging, signage, advertising and promotional materials for use in connection with Licensed Products licensed under Section 2(a)(i) in accordance with the terms of this

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Agreement; (iii) the retail store signage program to sell Licensed Products as set out in Appendix A, and (iv) placing a sticker or similar after-manufacture identifier substantially similar to “exclusively available at Kodak Lens Vision Centers” on any product branded with a trademark other than the Trademarks (other than a Licensed Product) that is sold by a Retailer. The foregoing license is personal to Licensee and is not assignable (except as provided in Section 13(r)), transferable or sublicensable for any reason or in any manner and any attempts to do so will be null and void; provided, however, that Licensee may allow third party optical retailers of Licensed Products (“**Retailers**”), Manufacturers and Distributors to use and display signage, advertising and promotional materials licensed hereunder in connection with their sale of Licensed Products as long as such display and usage is in accordance with the terms and conditions of this Agreement.

b. Except as expressly provided in Section 2(a), Licensee may not directly or indirectly, without the prior written approval of Kodak, (i) use the Trademarks outside of the Marketing Territory on products or with any services or with Licensee’s Marks or Third Party Marks, or (ii) use any trademark or trade dress of Kodak other than the Trademarks, or (iii) combine any Trademark with any other product, label design, name, symbol, or trademark. Licensee agrees to use the Trademarks in accordance with the guidelines provided by Kodak herein in Appendix D and any reasonable written updates to such guidelines provided by Kodak in advance to Licensee, except that Licensee shall have a commercially reasonable time in which to implement any such updates.

c. Notwithstanding anything to the contrary in this Agreement, to be licensed under Section 2(a), (i) Licensee’s use of a mark(s) or name(s) in addition to or in combination with a Trademark on or in connection with Licensed Products and any related packaging, advertising or promotional materials must comply with the terms and conditions of this Agreement; and (ii) any item contemplated by Section 2(a) must comply with the terms and conditions of this Agreement.

d. Except for the license expressly granted in Section 2(a), Kodak does not assign or grant, and nothing in this Agreement is intended to be or will be construed as an assignment or grant, to Licensee any right, title, or interest in the Trademarks or in any copyright, design, trademark, trade dress, or other property right. Without limiting the generality of the foregoing, Kodak does not grant any license or other rights in this Agreement under any patent, technology or know-how.

### **3. SAFETY AND PRODUCT QUALITY**

a. Licensee shall consistently maintain a high quality of Licensed Products manufactured, promoted and/or sold by Licensee. The offering or sale of Licensed Products under this Agreement shall be provided in accordance with all applicable laws and regulations.

b. Licensee will cause and direct the manufacture of Licensed Products according to Licensee's specifications, industry regulations and applicable laws, rules and regulatory requirements.

**4. [Intentionally Omitted]**

**5. INTEGRATED MANAGEMENT SYSTEM; SAFETY AND PRODUCT QUALITY**

a. All Licensed Products and related packaging will be of a high standard and quality and only of a content, style and appearance that complies with the terms of this Agreement, all applicable laws and is consistent with generally accepted standards for such products in the optical products industry. Without limiting the foregoing, all Licensed Products will be manufactured and sold according to product quality, health, safety & environmental ("HSE"), and social accountability standards established by Licensee and approved by Kodak, which approval shall not be unreasonably withheld.

b. Upon request, Licensee will furnish to Kodak a commercially reasonable quantity of samples of Licensed Products.

c. Upon request, Licensee will submit to Kodak, for Kodak's inspection and retention, any reports or data relating to quality control processes for Licensed Products.

d. Licensee will carry out necessary tests to determine that all Licensed Products and associated packaging used by Licensee conforms to the quality control specifications, relevant industry standards and government regulations.

e. Licensee will ensure that the manufacture of Licensed Products is in accordance with this Agreement. Upon request, Licensee will permit and will require its Manufacturers and Distributors to permit Kodak to inspect and audit during any operational hours the facilities, operations, and procedures of Licensee, its Manufacturers and Distributors, and submit to Kodak all relevant information reasonably related to the manufacturing, handling, processing and distribution of Licensed Products. Licensee will promptly make any modifications or corrections identified during these audits and visits to their operations, processes and procedures reasonably necessary to ensure Licensed Products meet and comply with the established quality, HSE, and social accountability standards. Licensee will promptly notify Kodak of any material correspondence or report from any source, and provide a copy of Licensee's response to such correspondence, concerning any major problems regarding the functionality, compatibility, or quality of Licensed Products including, but not limited to, any defect, problem or planned product recall related to any Licensed Products.

## **6. SALES EFFORTS; OTHER COVENANTS**

a. Licensee will use commercially reasonable efforts to make contact information readily available for customer service and support in each country of the Marketing Territory where Licensed Products are distributed and sold. The contact information will consist of, at minimum, a telephone number for live customer support and an internet web address for online assistance. Upon request, Licensee will also provide Kodak such telephone numbers, internet web addresses and other applicable information for all Licensed Products.

b. Licensee will take and maintain adequate steps to achieve a high degree of retailer and consumer satisfaction defined by timely and complete fulfillment of accepted purchase orders and timely response to its customers. Licensee will maintain a qualified and well-trained sales and support staff capable of promoting, selling and supporting Licensed Products. Licensee will provide a point of contact support for customers who purchase Licensed Products from Licensee, and will provide timely and accurate information concerning the use of Licensed Products.

c. Licensee agrees to audit its Retailers on a periodic basis for compliance with the retail store signage program set out in Appendix A, and such other terms and conditions of Licensee's contractual arrangements with Retailers related to this Agreement and Licensee's agreements with such Retailers. Licensee further agrees to promptly address any material instance of non-compliance of which it becomes aware and will summarize the results of its audit program, including any instances of material non-compliance and the resolution thereof, in its bi-annual meetings with Kodak. Kodak may at any reasonable time inspect the premises of any Retailers in order to ensure compliance with the retail store signage program set out in Appendix A and with any other terms and conditions as may be applicable.

d. Licensee will use commercially reasonable efforts to promote, distribute, market and sell Licensed Products throughout the Marketing Territory.

e. Bi-annually, Licensee and Kodak will conduct a review of the activities related to this Agreement, including a review of the following (i) state of the current business, (ii) customer wins/losses for the past quarter and year to date, (iii) business plans for the prior six months, (iv) promotion and sales efforts for Licensed Products undertaken during the prior six months and proposed efforts for the next six months, (v) product roadmaps (vi) issues and data relating to the successful administration and performance of this Agreement during the prior six months, including any manufacturing and supply issues, quality/HSE/social accountability process measures and issues, distribution plans, etc., (vii) the gross sales of Licensed Products sold or otherwise disposed of during the twelve (12) preceding months, and (viii) during the last three (3) years of the scheduled Term, the agenda will include discussions regarding the terms under which Licensee and Kodak may agree to extend the Term of this Agreement; provided, however, that Kodak will not be under any obligation to enter into any extension of the Term. Licensee and Kodak will schedule in advance the dates and times for the bi-annual business reviews.

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f. Licensee may not sell or distribute any products or any component thereof, bearing the Trademarks, that do not meet the standards set forth in this Agreement, including "seconds and irregulars." Any products or components that do not meet such standards shall not be licensed under this Agreement.

g. Without limiting anything else in this Agreement, Licensee will promptly upon request by Kodak, and in no event more frequently than bi-annually, provide Kodak with (i) copies of or access to all material registrations from and filings with the U.S. Food and Drug Administration, any European Union regulatory body, or any other governmental or quasi-governmental authority ("**Regulatory Authorities**") related to an approval to commence manufacture, commercial marketing or sale of Licensed Products, which excludes annual ministerial filings; (ii) any material correspondence from or with any Regulatory Authorities related to Licensed Products, (iii) the results of any audits with respect to Licensed Products from any Regulatory Authorities; and (iv) any correspondence or report relating to a complaint concerning any material defect or quality concern pertaining to Licensed Products.

h. Licensee will and will cause its Manufacturers, Distributors and Retailers to (i) comply with all laws, rules and regulations applicable to the manufacture, sale and distribution of Licensed Products and (ii) obtain all rights and licenses (other than to use the Trademarks to the extent permitted under this Agreement) necessary to manufacture and sell Licensed Products without infringing the intellectual property rights of others.

## 7. PAYMENTS

a. Prior to 2:00 p.m. on the second business day after the Effective Date (local day/time in Rochester, New York, USA), Licensee shall pay Kodak the non-refundable amount of Thirty Million Six Hundred Thousand U.S. Dollars (US \$30,600,000) (the "**License Fee**") in immediately available funds.

b. Nothing contained in this Agreement shall limit, modify or terminate Licensee's obligation to report, account for and pay royalties or other amounts due Kodak under the Original License Agreement accruing or relating to a period prior to the Effective Date. For the purposes of clarification, if there is an Effective Date and upon payment of the License Fee, this Agreement is deemed paid up from the period starting on January 1, 2013 and no royalties will be owed under the Original License Agreement for sales of Licensed Products after January 1, 2013 if there is an Effective Date and if this Agreement is not terminated under Section 11(c)(i). If there is no Effective Date, the Original License Agreement will continue in full force and effect in accordance with its terms and without modification as if the Parties had never signed this Agreement.

c. In the event that any amount payable under this Agreement is not paid when due and remains unpaid for fourteen (14) days thereafter, Licensee will also pay interest on such amount for the period from the date payment was due to the date

such payment is actually made computed at the rate equal to one percent (1.0%) per month.

d. **Form of Payment; Wire Instructions.** All payments due under this Agreement will be made in immediately available United States Dollars by telegraphic transfer and will be made payable to and addressed to the following account or any other account specified by Kodak:

Citibank N.A. New York, NY  
399 Park Avenue  
New York, NY 10043  
Eastman Kodak Company  
Account No.: 40658982  
Account Type: Checking  
Bank ABA Routing No.: 021000089  
Description-Reference: Signet Trademark License

e. **Taxes and Deductions.** No taxes or other charges will be deducted from any payment due under this Agreement, including withholding taxes required by law which amount will be paid by Licensee and will not reduce the amount to be paid under Section 7(a) below Thirty Million Six Hundred Thousand U.S. Dollars (US \$30,600,000). If Licensee is required by law to make any deduction or to withhold from any sum payable to Kodak by Licensee hereunder, (i) Licensee will gross-up the amount to be paid under Section 7(a) so that Kodak receives no less than Thirty Million Six Hundred Thousand U.S. Dollars (US \$30,600,000) after the payment of such withholding tax, (ii) Licensee will effect such deduction or withholding, remit such amounts to the appropriate taxing authorities and promptly furnish Kodak with tax receipts, certificates or other documentation evidencing the payments of such amounts, and (iii) promptly file the appropriate documentation required by applicable law or regulation to eliminate or reduce the withholding obligation as permitted under applicable law, any treaty or convention between the United States of America and the country in which the withholding is required (e.g., a treaty intended to prevent double taxation or fiscal evasion).

## **8. PACKAGING, SIGNAGE, ADVERTISING MATERIALS**

a. The placement of all Trademarks, alone or in connection with Third Party Marks or Licensee's Trademarks and all packaging and related materials will conform with this Agreement and Kodak's Brand Licensing Guidelines set forth in Appendix D. Licensee will submit to Kodak for Kodak's review any trademark placement and co-branded Licensed Products and the form of packaging for each Licensed Product through Kodak's Brand Licensing Portal unless otherwise agreed upon. If Kodak believes that any such use of the Trademarks does not comply with this Agreement, Kodak will within fifteen (15) days provide written notice of such non-compliance to Licensee. In the event that Kodak does not respond within such time, Kodak will lose its right to object to such use as non-compliant. If Kodak provides Licensee a timely notice of non-compliance, Kodak and Licensee will in good faith work

to resolve such issue. If it is determined that any use is not in compliance, Licensee will use commercially reasonable efforts to promptly make necessary changes to bring such materials into compliance. Notwithstanding the foregoing, any placement that Kodak approved prior to the Effective Date under the Original License Agreement shall be deemed approved for purposes of this Agreement and shall not be required to be submitted through Kodak's Brand Licensing Portal as long as such placement is used in the same form as so approved by Kodak.

b. If Licensee uses materials after failure to receive such response from Kodak, Licensee will make within a commercially reasonable time any reasonable changes to the next manufacture or printing of such materials as subsequently reasonably requested in writing by Kodak. Except as expressly authorized by Kodak, during the Term and any Sell-Off Period, Licensee will not market any product in the Kodak Trade Dress (Appendix A), other than Licensed Products, and will not use any color scheme or package design that is confusingly similar to the Kodak Trade Dress.

c. Licensee and its Manufacturers, Distributors and Retailers have the right to use photographs and drawings of Licensed Products in their catalogs, websites, brochures, advertising, and other materials promoting Licensee's products ("**Advertising**"). Licensee will submit (through Kodak's Brand Licensing Portal unless otherwise agreed upon) a representative sample of illustrations of and references to Licensed Products, the Trademarks and/or Kodak in such materials, including in connection with any Third Party Marks or Licensee's Trademarks (together with a general outline of the intended use of the materials) to Kodak for Kodak's review. If Kodak believes that any such use of the Trademarks does not comply with this Agreement, Kodak will within fifteen (15) days provide written notice of such non-compliance to Licensee. In the event that Kodak does not respond within such time, Kodak will lose its right to object to such use as non-compliant. If Kodak provides Licensee a timely notice of non-compliance, Kodak and Licensee will in good faith work to resolve such issue. If it is determined that any use is not in compliance, Licensee will use commercially reasonable efforts to promptly make necessary changes to bring such materials into compliance. Notwithstanding the foregoing, any Advertising that Kodak approved prior to the Effective Date under the Original License Agreement shall be deemed approved for purposes of this Agreement and shall not be required to be submitted through Kodak's Brand Licensing Portal as long as such Advertising is used in the same form as so approved by Kodak.

d. Licensee will reimburse Kodak for Kodak's reasonable out-of-pocket costs of producing any artwork and related materials requested by Licensee, upon the submission of appropriate documentation as to Kodak's out-of-pocket costs.

e. Licensee will have sole responsibility for advertising and marketing expenses relating to Licensed Products. Upon request and as agreed to by the Parties in writing, Kodak shall reasonably assist Licensee, at Licensee's cost, in sales and marketing activities to promote Licensed Products.



f. Licensee will not make any representations or claims about Licensed Products for which Licensee cannot provide appropriate support and agrees to include appropriate disclaimers or informational statements on packaging and in promotional materials for Licensed Products as reasonably required by Kodak. Kodak assumes no liability to Licensee with respect to the performance of Licensed Products.

## **9. OWNERSHIP AND PROTECTION OF RIGHTS**

a. Kodak represents and warrants to Licensee that, on the Effective Date (i) Kodak or a Kodak Affiliate owns the Trademarks in connection with Licensed Products, and (ii) subject to receipt of the Order, that Kodak has the right and authority to enter into this Agreement and to grant the rights and licenses granted hereunder, without the need for any licenses, releases, consents, approvals or immunities not yet granted or obtained. Kodak will, based on input from Licensee, take reasonable action to register and maintain registrations for the Trademarks as used on Licensed Products. Licensee will, based on input from Kodak, take reasonable action to support the registration and maintenance of the Trademarks as used on Licensed Products.

b. Licensee acknowledges that the Trademarks and their components are inherently distinctive and unique, that Kodak, and/or its Affiliates, is the owner of and has acquired a substantial and valuable goodwill in the Trademarks, and that all use thereof by Licensee inures solely to the benefit of Kodak and its Affiliates. Licensee agrees to put any reasonable notice of such ownership that Kodak will require on Licensed Products, tags or labels, packaging and/or advertising materials, including a trademark notice and/or copyright notice as applicable. Licensee will take commercially reasonable steps to help Kodak maintain and protect Kodak's proprietary rights in the Trademarks; provided that the foregoing obligation will not include any obligation to file, maintain or defend any Trademark application or registration or to protect against the misuse of the Trademarks in excess of the express obligations in this Agreement. Licensee will cooperate with Kodak and execute any documents reasonably required by Kodak to protect the Trademarks at Kodak's expense. Licensee will not and will not permit its Manufacturers, Distributors or Retailers to do anything which might in any way impair Kodak's proprietary rights in and to the Trademarks. Licensee will claim no right or interest in the Trademarks, except such right as is expressly granted by this Agreement. Licensee further agrees not to dispute or assist in disputing directly or indirectly Kodak's right and title in the Trademarks. If, as a result of Licensee's use of the Trademarks, Licensee or any of its Affiliates are deemed by operation of law or otherwise to have acquired any title or other rights to any of the Trademarks or any of their components, Licensee will forthwith assign and/or have its Affiliate(s) assign the same to Kodak without further consideration. Licensee further agrees that any application of the Trademarks to Licensed Products manufactured pursuant to this Agreement will only be performed by Licensee and the Manufacturers and Distributors who, if they are not Affiliates of Licensee, have executed an undertaking substantially as provided in Appendix F or are otherwise identified in Appendix B, with a copy of each such undertaking delivered to Kodak (via Kodak's Brand Licensing Portal or other means as designated by Kodak).

c. Licensee acknowledges that Kodak owns all rights in all graphic designs and other creative works containing the Trademarks including in packaging, promotional materials, advertising, collateral materials and other merchandising materials prepared by or for Licensee for use in connection with the distribution of Licensed Products under this Agreement (collectively “**Licensed Products-related Creative Works**”). As to any Licensed Products-related Creative Works that are not deemed to be "work made for hire", within the meaning of the U.S. Copyright Law, Licensee hereby assigns to Kodak all of Licensee’s rights, including copyrights, in and to any Licensed Products-related Creative Works. Licensee agrees to execute and to obtain execution, by Licensee’s employees, suppliers and/or any third parties engaged by Licensee to prepare any Licensed Products-related Creative Works, of any documents reasonably necessary to accomplish this intent with no obligation for payment by Kodak. Licensee will obtain any permissions and releases from third parties, including model releases and copyright licenses, for each component of Licensed Products-related Creative Works, excluding material Kodak provides, that are reasonably necessary for granting Kodak rights of ownership in the Marketing Territory in and to the Licensed Products-related Creative Works (including the right to prepare translations and revisions of Licensed Products-related Creative Works) and in any manner and media at no additional compensation by Kodak. Notwithstanding the foregoing, Kodak does not acquire any interest in the Licensee’s Trademarks or Third Party Marks under this Agreement even if the same are used with the Trademarks in accordance with this Agreement.

d. Licensee will comply and will require its Manufacturers, Distributors and Retailers to comply with proper trademark use written instructions as Kodak from time to time may issue with respect to the Trademarks. Licensee will promptly notify Kodak of any suspected infringement or misuse of any of the Trademarks and will cooperate with Kodak, as Kodak will reasonably require, in any action taken against such suspected infringement or misuse, at Kodak’s expense. Kodak will, based on input from Licensee, take reasonable action to prevent infringement or misuse of the Trademarks by third parties that materially interferes with Licensee’s sales of Licensed Products. Licensee will have no right to prosecute any claims against any party for infringement of the Trademarks. Kodak or its Affiliates shall have the sole right to enforce the Trademarks. Upon discovering a third party use of the Trademarks that conflicts with Kodak’s rights (hereinafter, the “**Conflict**”) (whether through Kodak’s own discovery or the discovery by Licensee, which, in the event of discovery by Licensee, Licensee shall notify Kodak of the circumstances of the Conflict), Kodak shall take reasonable action as required above with respect to the Conflict, and Licensee shall take no action in response to any such Conflict unless instructed in writing to do so by Kodak at Kodak’s expense. Kodak shall have the right to pursue such Conflict, including, without limitation, prosecuting a lawsuit or other legal proceeding at its own expense, and Kodak shall retain in full any recovery it may receive as a result of its actions in pursuing such Conflict. Licensee shall reasonably cooperate with Kodak in any such action taken by Kodak and shall be reimbursed by Kodak for all reasonable out-of-pocket expenses incurred in connection therewith.

## 10. INDEMNIFICATION.

a. To the extent that Kodak is not entitled to be indemnified by Licensee under Section 10(b) with respect to the same, Kodak agrees to defend, indemnify and hold harmless Licensee and its Affiliates for all losses, expenses and damages, and recoveries related to any claims or actions brought against Licensee or its Affiliates by any third party, including any governmental or non-governmental agency or organization, based on or arising out of (i) allegations that the Trademarks violate the intellectual property rights of any third party (“**Third Party Trademark Claims**”) or (ii) allegations that any product sold by Kodak prior to or after the Effective Date was defective, provided, however, that in each case Kodak is reasonably notified of and tendered the defense to such claims solely with counsel of Kodak's own choosing and no settlement is made without Kodak's prior written consent; and provided further that such indemnification obligation will not apply to third party claims based on the use of the Trademarks by Licensee in violation of the material terms and conditions of this Agreement. Licensee shall provide Kodak and its professional advisors with reasonable access to any relevant information and documents within its possession for the purpose of investigating Third Party Trademark Claims. Licensee will cooperate with Kodak, at Kodak's expense, in any such defense, as Kodak reasonably requests.

b. To the extent that Licensee is not entitled to be indemnified by Kodak under Section 10(a) with respect to the same, Licensee agrees to defend, indemnify, and hold harmless Kodak and its Affiliates for all losses, expenses and damages, and recoveries related to any claims or actions brought against Kodak or its Affiliates (other than Third Party Trademark Claims) by any third party, including any governmental or non-governmental agency or organization, based on or arising out of (i) the manufacture, distribution, sale or use of Licensed Products by (or on behalf of) Licensee (or related marketing materials as described in Section 8(b) of this Agreement) before, during, and after the expiration or termination of this Agreement, including any claims that Licensed Products infringe any intellectual property rights, and (ii) for bodily injury, including death, and for any other personal or property damage, against any and all claims, demands, causes of action and damages, including reasonable attorney's fees and costs, arising out of any defect(s) in Licensed Products or because of the manufacture, promotion, sale or distribution or any use of Licensed Products, provided that such claim, action or recovery does not arise, in whole or in part, as a result of Licensee's, its Affiliates', or Retailers' use of the Trademarks in accordance with this Agreement or in fulfillment of Kodak's express requirements under the terms of this Agreement, and further provided that Licensee is reasonably notified of and tendered the defense to such claims solely with counsel of Licensee's own choosing and no settlement is made without Licensee's prior written consent. Kodak will cooperate with Licensee, at Licensee's expense, in any such defense as Licensee reasonably requests.

c. Licensee will acquire and maintain at Licensee's sole expense throughout the term of this Agreement and two (2) years thereafter, from a recognizable insurance company with A.M. Best's rating of “A” or better, a policy of standard non-cancellable Commercial General Liability Insurance including coverage for contractual

liability, product liability and completed operations on an occurrence basis that fully protects Kodak and, if applicable, its designated agent, naming the same as additional insured parties on the insured's policy, against any and all loss, costs, expenses, liabilities, and damages (including, without limitation, attorneys' fees), arising out of any claims relating in any way to this Agreement or Licensee's acts or omissions pursuant to this Agreement. The limits of liability will be not less than Five Million U.S. Dollars (US \$5,000,000) combined single limit each occurrence, which may be satisfied through any combination of primary and excess or umbrella liability insurance. Licensee's general liability insurance will be primary and non-contributory to any insurance that may be carried by Kodak. Licensee's insurers will be reasonably acceptable to Kodak. Licensee will direct its insurers to furnish Kodak with a Certificate of Insurance evidencing such coverage within thirty (30) days of the Effective Date of this Agreement. For the avoidance of doubt, each Party's indemnification obligations under this Section 10 are limited to the obligation to defend the other indemnified Party against each applicable third party claim, to pay all costs and expenses, including, without limitation, reasonable attorneys' fees associated with such defense, and to pay all damages awarded (or settlement amounts agreed to) in connection with each such claim.

## 11. TERM AND TERMINATION

a. This Agreement shall become effective on the day (the "**Effective Date**") that is five (5) days after Kodak obtains a final, non-appealable order (the "**Order**") of the U.S. Bankruptcy Court for the Southern District of New York, or such other court presiding over Kodak's bankruptcy proceedings (the "**Bankruptcy Cases**") currently referenced as *In re Eastman Kodak Company, et al.*, Case No. 12-10202 (ALG)(Jointly Administered) (the "**Bankruptcy Court**") authorizing Kodak to enter into this Agreement and to consummate the terms of and obligations contemplated by this Agreement. The term of this Agreement (the "**Term**") will continue from the Effective Date until midnight December 31, 2029 in Rochester, New York. If the Effective Date does not occur before March 31, 2013, this Agreement shall be null and void and of no force and effect.

b. This Agreement may be terminated by either Party upon written notice to the other Party relative to the following to the extent permitted by law at the time if the other Party enters into a bankruptcy proceeding or liquidation whether compulsory or voluntary (other than for the purpose of reorganization), provided, however, that Kodak's current bankruptcy proceedings will be excluded from the foregoing.

c. In addition to any other rights it may have, Kodak may terminate this Agreement as follows:

i. if Licensee fails to pay Kodak the full amount due under Section 7(a) and fails to cure such failure within two (2) business days after notice from Kodak;

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ii. upon sixty (60) days written notice if Licensee intentionally makes or furnishes a false statement of material fact to Kodak in connection with or as part of any report, notice or request rendered pursuant to this Agreement;

iii. upon sixty (60) days notice (unless Licensee cures such condition within such sixty (60) day period):

A) if a Controlling interest in Licensee or any permitted assignee under Section 13(r) is transferred to a non-Affiliate of Licensee without the prior approval of Kodak or if Licensee attempts to or actually assigns, transfers or sublicenses its rights under this Agreement in breach of the terms hereof; provided, however, that no activity of any purported assignee or person who acquires a Controlling interest in Licensee (or such person's Affiliates) shall be deemed licensed hereunder before or during any such sixty (60) day cure period.

B) if Licensee fails to deliver full and accurate reports pursuant to any of the provisions of this Agreement by the prescribed due date;

iv. if Licensee, whether directly or indirectly through its Manufacturers, Distributors, or Retailers, representatives, or other parties acting on its behalf (A) fails to comply with any of the material terms and conditions of this Agreement or (B) acts in any manner that is materially detrimental to the Trademarks or Kodak's reputation or image. Notwithstanding the foregoing, Kodak cannot terminate this Agreement under Section 11(c)(iv)(A) or (B) unless Kodak provides Licensee written notice identifying the precise events of default and Licensee does not (i) provide Kodak with a reasonable written plan to address, remedy and cure the issue within ninety (90) days after the date of Kodak's notice under this Section 11(c)(iv); (ii) begin to implement the plan within thirty (30) days after the delivery of the plan to Kodak and continue to use commercially reasonable efforts to cure the same until it is remedied, and (iii) complete the remedy and cure of the issue in accordance with the plan within sixty (60) days after it began to implement such remedy and cure or, if specified in the plan, such other reasonable period if the issue is not one that could reasonably be cured within sixty (60) days, provided, however, that if in pursuing the cure Licensee is engaged in litigation, arbitration or similar court or administrative proceedings with Manufacturers, Distributors, Retailers, representatives, or other parties acting on its behalf, the substance of which includes the cure, then the period for cure shall extend until such matter is concluded as long as Licensee is diligently pursuing a resolution of the same in keeping with this Agreement.

d. Licensee may terminate this Agreement at any time after payment of the amounts due under Section 7 upon prior written notice to Kodak, without waiver of any claims against Kodak arising under this Agreement.

e. If the licenses and permissions granted by Kodak herein cease upon expiration or termination of this Agreement (and after any applicable Sell-Off Period) for any reason, (i) Licensee nevertheless will continue thereafter (A) to be obligated to assign to Kodak any rights Licensee may have acquired in the Trademarks,

and (B) to hold Kodak harmless, and to defend and indemnify Kodak as provided under Section 10 of this Agreement, and (ii) Kodak shall continue to be obligated to hold Licensee harmless, and to defend and indemnify Licensee, as provided under Section 10 of this Agreement. Upon the later of the expiration or termination of this Agreement or any Sell-Off Period, Licensee will promptly discontinue all use of and sale of Licensed Products incorporating the Trademarks and any materials using the Trademarks or any Kodak identification.

## **12. SELL-OFF PERIOD**

Except as expressly set forth herein, upon expiration or termination of this Agreement, (other than a termination by Kodak under Sections 11(c)(i) or 11(c)(iv)(B)) subject to compliance with the terms and conditions in this Agreement, Licensee, Distributors, Manufacturers and Retailers have the right, for a period of twelve (12) months from the date of expiration or termination of this Agreement (the “**Sell-Off Period**”) to continue to sell, on a non-exclusive basis, through Licensee's ordinary course of business unsold Licensed Products meeting the established quality standards (i) in Licensee's inventory, or (ii) in the process of being manufactured, or (iii) to meet binding orders made prior to expiration or termination. To have this sell-off right, however, Licensee and Licensee's Retailers must first submit to Kodak, within thirty (30) calendar days after expiration or termination of this Agreement, a sworn itemized statement setting forth in detail all such unsold Licensed Products, manufacturing commitments and binding orders.

## **13. MISCELLANEOUS**

a. Nothing in this Agreement is to be construed as an assignment, license, or grant to Kodak of any right, title, interest, license or sublicense in or to any intellectual property right owned by or licensed to Licensee or any of its Affiliates.

b. Without the prior consent of Licensee, which shall not be unreasonably withheld or delayed, Kodak shall not transfer or assign any ownership in this Agreement, to a third party whose primary business is the manufacture and sale of prescription spectacle lenses. In the event that Kodak or its subsidiaries otherwise transfer or assign any ownership in the Trademarks, Kodak will notify such transferee or assignee in writing of the existence of this Agreement, including all of the terms and conditions set forth herein. Kodak will also provide notice of such transfer or assignment to Licensee within ten (10) days after completion thereof.

c. Licensee may not use Kodak's name or Trademarks except as expressly permitted by this Agreement in any manner whatsoever, nor incur any obligation in Kodak's name or on its behalf. This Agreement will not be construed as constituting any joint venture, partnership, franchise or principal/agent relationship, nor will either Party do or permit any act that will be regarded as such.

d. Any non-public information disclosed by either Party to the other Party, whether in writing, orally or by other means, including, but not limited to, (i) proprietary trade secrets, (ii) all forms and types of financial, business, or economic,

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scientific or technical information including business or marketing and promotion plans, business techniques or strategies, customer information, sales data, sales reports, inventory reports, any other business data related to its performance hereunder, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing, and (iii) all copies thereof shall be considered as confidential, provided that in the case of any such information in (i), (ii) or (iii) it is clearly designated in writing by discloser as confidential at the time of disclosure or, if orally provided, is declared confidential by discloser at the time of disclosure and confirmed in writing to the recipient within thirty (30) days after disclosure (“**Confidential Information**”). For a period of five (5) years from the date of disclosure, a party receiving confidential information shall not disclose Confidential Information except to its employees, contractors, and Affiliates who have a need to know and who are bound by confidentiality obligations substantially similar to those herein, and use confidential information only in connection with this Agreement. The recipient of Confidential Information shall protect the Confidential Information against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as the recipient uses to protect its own confidential information of a like nature. The foregoing confidentiality requirements shall not apply to information which a Party can prove is (A) already in the public domain or becomes publicly available through no breach of these terms and conditions by such Party; or (B) lawfully received without any restriction on use or disclosure from a third party free to disclose such information to that Party; or (C) in its possession at the time of disclosure by the other Party as shown by written evidence and not the subject of any existing confidentiality obligations, including under the Original License Agreement; or (D) independently developed by it or by its employees; or (E) not marked or identified as confidential as provided above.

e. The declaration of any provision of this Agreement as invalid or not enforceable will not affect the remaining terms. The failure by either Party to enforce any provision of this Agreement will not affect that Party's right to enforce the same or any other provision of this Agreement.

f. This Agreement is to be construed according to the laws of the State of New York, applicable to agreements entered into and performed in New York. For as long as the Bankruptcy Cases are pending prior to confirmation of any plan of reorganization submitted by Kodak (“**Kodak’s Plan**”), the Parties hereby submit to the exclusive jurisdiction of the Bankruptcy Court and any U.S. federal appellate court therefrom in connection with any actions, suits or proceedings arising out of or relating to this Agreement and acknowledge that any such actions, suits or proceedings are not prohibited under 11 U.S.C. § 362. After Kodak’s Plan has been confirmed, or if the Bankruptcy Court declines to or may not accept jurisdiction over a particular matter, the Parties hereby submit to the exclusive jurisdiction of a federal or state court of competent jurisdiction located in the State of New York, New York City, for any actions, suits or proceedings arising out of or relating to this Agreement. Each Party agrees not to commence any action, suit or proceeding relating thereto except in such courts. If the Bankruptcy Cases are no longer pending, the Parties will endeavor to resolve any dispute

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or claim arising out of, relating to, or in connection with the Trademarks under this Agreement by mediation in accordance with the then-current Center of Public Resources (CPR) and the International Trademark Association (INTA) Model Procedure for Mediation of Trademark and Unfair Competition Disputes (the “**Model Procedure**”). The neutral third party will be selected from the CPR/INTA Panel of Neutrals in accordance with its selection process. The place of mediation will be in Monroe County, New York. During the time period set forth below, these procedures will be the sole and exclusive procedure for resolution of disputes arising out of or relating to the Trademarks under this Agreement, provided, however, that a Party, without prejudice to the above procedure, may seek a preliminary injunction or other provisional relief if in its sole judgment such action is necessary to avoid irreparable injury or to preserve the status quo. Despite such action, the Parties will continue to participate in good faith in the negotiation and mediation procedure set forth herein. If the dispute has not been resolved within sixty (60) days of the first notification of a request for negotiation, either Party may initiate litigation and no defenses based upon the passage of time during this period will be available. The Parties will continue to perform their obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement unless to do so would be impracticable or impossible under the circumstances.

g. **WAIVER OF RIGHT TO TRIAL BY JURY.** KODAK AND LICENSEE HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR OTHER RELATED DOCUMENT, OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY RELATED DOCUMENT, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND KODAK AND LICENSEE HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 13(g) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

h. **LIMITATION OF LIABILITY.** EXCEPT FOR DAMAGES ARISING FROM THE INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTIONS 10(a) and 10(b), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



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i. **LIMIT ON WARRANTY.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IN RELATION TO THE TRADEMARKS, KODAK MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

j. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER LICENSEE NOR KODAK MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

k. Neither Party will be liable for any failure to perform under this Agreement in accordance with its terms if such failure arises out of causes beyond the reasonable control of the Parties, which could not be reasonably foreseen and which cannot be avoided or overcome at a reasonable additional cost. Such causes may include, but are not limited to, acts of God or the public enemy, acts of civil or military authority, fires, floods, earthquakes, water disasters, strikes, sabotage, insurrection, epidemic, nuclear incident, unavailability of energy or communications sources, materials or equipment not caused by the Parties, increase in component costs, riots, war or priorities resulting from the foregoing.

l. A written notice by either Party to the other will be deemed given if personally delivered or sent by an overnight international courier, to the other Party at its address given in Section 13(m), or at the address specified by the other Party in the last notice of change of address. All such notices and other communications will be deemed to have been given and received effective as of: (i) in the case of personal delivery, on the date of such delivery, or (ii) in the case of an overnight international courier service, on the business day following dispatch.

m. Notices under this Agreement are to be addressed as follows:

If to Licensee

Vice-President, Marketing  
Essilor of America, Inc.  
13555 N Stemmons Freeway  
Dallas, TX 75234;

with a copy to

General Counsel  
Essilor of America, Inc.  
13555 N. Stemmons Freeway  
Dallas, Texas 75244

if to Kodak

Chief Intellectual Property Officer  
Eastman Kodak Company  
343 State Street,  
Rochester, New York 14650-0706

with a copy to

General Counsel  
Eastman Kodak Company  
343 State Street  
Rochester, New York 14650-0706

n. Requests for approvals from Kodak under this Agreement are to be submitted via Kodak's Brand Licensing Portal or other means designated by Kodak.

o. This Agreement may be executed on facsimile or PDF (electronic mail) copies in counterparts, each of which will be deemed an original and all of which together will constitute one and the same Agreement. Notwithstanding the foregoing, the Parties will deliver original execution copies of this Agreement to one another as soon as practicable following execution thereof.

p. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof, and will supersede any and all prior communications, negotiations, correspondence, course of dealings and other agreements between the Parties regarding such subject matter. This Agreement may only be amended or modified in a writing signed by both Parties. The terms and conditions of this Agreement will prevail notwithstanding any conflict with the terms and conditions of any purchase order, acknowledgment or other instrument submitted by Licensee or Kodak. This Agreement replaces and supersedes as of the Effective Date the Original License Agreement, which shall be null and void and of no further force and effect as of and after the Effective Date except for obligations or liabilities arising or accruing prior to the Effective Date, including the obligation of Licensee to pay royalties due on its sales of Licensed Products prior to January 1, 2013 provided Licensee pays the License Fee to Kodak. If there is no Effective Date, the Original License Agreement will remain in full force and effect in accordance with its terms without modification.

q. Licensee and Kodak agree to use reasonable efforts to cooperate and work with each other in good faith to ensure the success of the business arrangement contemplated by this Agreement.

r. Except as expressly provided in this Section 13(r), Licensee may not assign any of its rights or delegate any of its obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Kodak and any attempt to do so without such consent will be void and of no force or effect. Any change

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of Control of Licensee will be deemed an impermissible assignment of this Agreement. Notwithstanding the foregoing, Licensee may assign all (and not part) of its rights and obligations under this Agreement to an Affiliate, whether by direct assignment or by virtue of merger resulting from an internal corporate reorganization, for internal corporate reorganization or organizational (and no other) purposes, provided, however that (i) prior to such assignment being effective, Licensee must inform Kodak of the assignment, provide Kodak with information reasonably requested by Kodak in connection with such assignment and the Affiliate assignee must agree in writing to be bound by this Agreement, (ii) Licensee will remain liable for any acts or omissions of the Affiliate to whom this Agreement is assigned, (iii) an Affiliate to whom this Agreement is assigned may not further assign this Agreement except to another Affiliate as provided above; and (iv) if at any time such assignee is no longer an Affiliate of Essilor, this Agreement will immediately terminate.

s. Kodak may assign this Agreement and any of its rights and obligations hereunder to a third party as allowed in Section 13(b) and shall be relieved of any liability to Licensee thereafter.

t. Nothing in this Agreement, express or implied, is intended to confer upon any person or party other than Licensee or Kodak, or their respective successors or permitted assigns, any rights or remedies under or by reason of this Agreement. Without limiting the generality of the foregoing, no creditors of Kodak or its affiliated debtors-in-possession may bring any claims of the nature contemplated by Section 10(a) against Kodak, its Affiliates, successors or assigns under this Agreement, nor against Licensee, its Affiliates, successors or assigns related to any claims of the nature contemplated by Section 10(b).

u. The following Sections will survive expiration or termination of this Agreement: Sections 1, 10, 11 and 13 and, solely with respect to Licensee's rights under Section 12, Sections 2, 3, 6, and 8 through 12.

*[Signature page follows]*

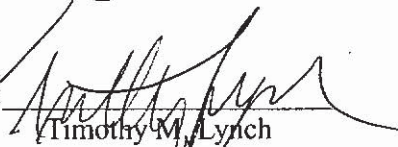
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Execution Version*

AGREED:

EASTMAN KODAK COMPANY

SIGNET ARMORLITE, INC.

BY:



Timothy M. Lynch

BY:

Brad Staley

TITLE: Vice President and  
Chief IP Officer

TITLE: President

DATE: February 8, 2013

DATE: February \_\_, 2013

*[Signature page to Amended and Restated Trademark License Agreement]*

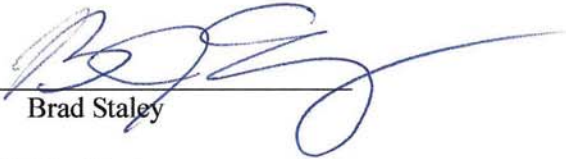
***Kodak Confidential  
Execution Version***

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SIGNET ARMORLITE, INC.

BY: \_\_\_\_\_  
Timothy M. Lynch

BY:   
Brad Staley

TITLE: Vice President and  
Chief IP Officer

TITLE: President

DATE: February \_\_, 2013

DATE: February 8, 2013

*[Signature page to Amended and Restated Trademark License Agreement]*

**APPENDIX LIST**

**Appendix A:** Trademarks

**Appendix B:** Authorized Non-Affiliate Manufacturers and Non-Affiliate Distributors

**Appendix C:** Intentionally Omitted

**Appendix D:** Branding Guidelines

**Appendix E:** Intentionally Omitted

**Appendix F:** Undertaking by Non-Affiliate Manufacturers and Non-Affiliate Distributors

## APPENDIX A

### 1. TRADEMARKS

#### Specific Trademarks:

The **KODAK** logotype as shown in the guidelines provided to Licensee by Kodak and referenced in Appendix D.

The Kodak Trade Dress consisting of yellow and red as shown in the guidelines provided to Licensee by Kodak.

Specific package designs for the Licensed Products as shown below and those additional ones as will be approved by Kodak in accordance with the guidelines set forth in Appendix D.



The KODAK Lens logo



The KODAK Lens Vision Centre logo



The KODAK Licensed Product logo

#### Specific Tier 1, Tier 2 and Tier 3 Fascias:

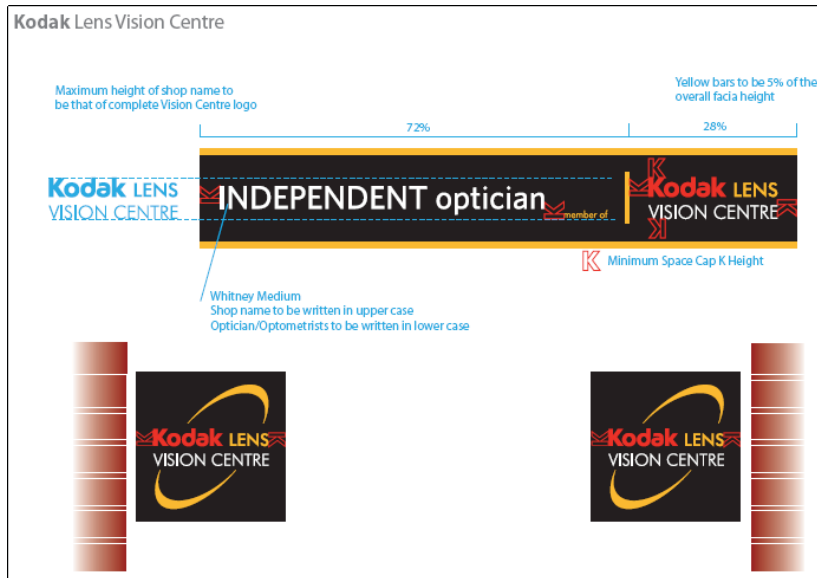
Kodak has approved Licensee to use the Kodak trademarks within the following retail store signage (fascia) designs corresponding to Tier 1, 2 & 3 style retail stores. In accordance with the terms of this Agreement, any additional requests for use of trademarks for use with Retailers must be submitted through Kodak's Brand Licensing Portal for final approval by Kodak before use.

**Tier 1 Approved Fascia** (also referred to as KODAK Lens Authorized Supplier, KODAK Lens Vision Expert).

Fascia is a decal typically displayed in the proprietor's window. The words "Vision Expert" may be translated as applicable.

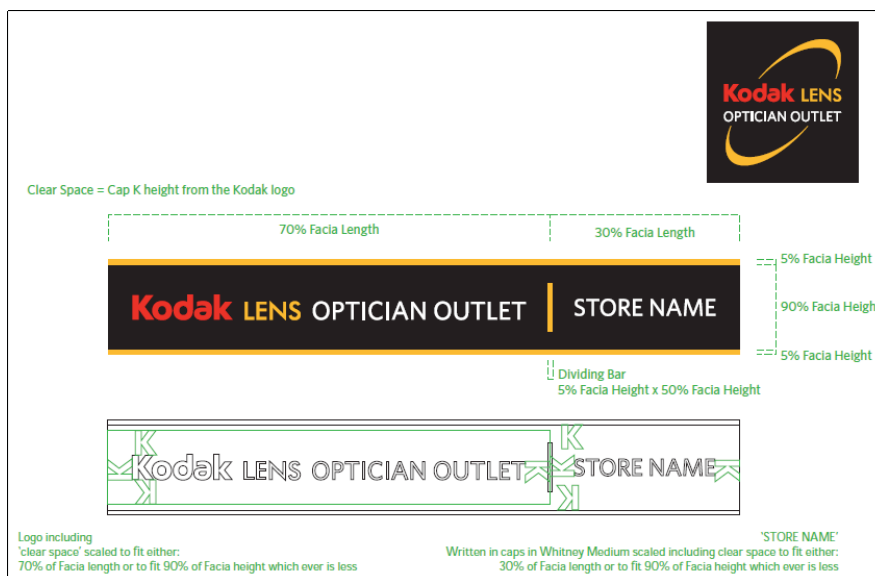


**Tier 2 Approved Fascia** (also referred to as KODAK Lens Vision Centers or Centres). Fascia is an external retail store sign configured in accordance with the following:



**Tier 3 Approved Fascia** (also referred to as KODAK Lens Optician Outlet). Fascia is an external retail store sign configured in accordance with the following. Store name is specifically one of the following options:

- (1) the company name and logo of the owner when the owner is a corporation (which will be the majority of the stores)
- (2) only when there is no corporate entity the name of the individual owner should be stated together with the explanation "Owned by Jill Smith"
- (3) if the operator is not the legal owner of the store (which will be only in a small number of situations) the responsible party should be identified with the explanation "Independently Operated by Jill Smith".





Trade Dress Specifications (in accordance with the guidelines set forth in Appendix D, but which are provided here for convenience):

Yellow: Pantone\* 1235C  
Red: Pantone\* 485

\* TM of Pantone, Inc. Licensee shall refer to publications of Pantone, Inc. for the correct colors.

Product Logo Pad Print Specification (in accordance with the guidelines set forth in Appendix D, but which are provided here for convenience):

Pantone\* 877C silver

\* TM of Pantone, Inc. Licensee shall refer to publications of Pantone, Inc. for the correct color.

Notices and Informational Matter (in accordance with the guidelines set forth in Appendix D, but which are provided here for convenience):

License and property rights notice:

**Made for and distributed by Licensee under license from Kodak.**

*- followed by:*

**The Kodak trademark and trade dress are used under license from Kodak.**  
[if Licensee is using trade dress colors on product, or]

**The Kodak trademark is used under license from Kodak.** [if Licensee is not using trade dress colors]

## **APPENDIX B**

### Non-Affiliate Manufactures

- Hoya Lens of America, Inc. (USA)
- Hoya Lens Thailand Ltd. (Thailand)

### Non-Affiliate Distributors

- FEA Industries, Inc. (USA)
- HB Optical (USA)
- US Optical (USA)
- Sunburst Optical (USA)
- Optilens Italia srl (Italy)
- REY TEC Optical Lab (Aruba)
- Belize Optical Supply (Belize)
- Productos Opticos SLR (Dominican Republic)
- Photon Optical EST (Jordan)
- Servicios Opticos Integrales (Mexico)
- Cristal Y Plastico de Mexico (Mexico)
- Frames 'N' Lenses (Malasia)
- Mari Vision (Japan)
- Akay Optical (Turkey)

**APPENDIX C**

Intentionally Omitted

## **APPENDIX D**

Trademarks, artwork, and logos must be used in accordance with Kodak's Brand Licensing Guidelines provided on Kodak's Brand Licensing Portal at:

<http://branding.kodak.com>

Select the "Brand Licensing" icon

Select the "Licensee Guidelines" icon

Download "Kodak's Brand Licensing Guidelines.pdf"

**APPENDIX E**

Intentionally Omitted

**APPENDIX F**

UNDERTAKING BY MANUFACTURERS  
THAT ARE NOT AFFILIATES OF LICENSEE

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(Firm's Name and Address)

We, the above identified firm, confirm our agreement and undertaking to each of you, \_\_\_\_\_ or its affiliates (Licensee) and Eastman Kodak Company (Kodak) as follows:

1. We acknowledge that the trademarks, trade dress, copyrighted matter and other designs ("the Property Rights") specified by Licensee and/or Kodak for use on \_\_\_\_\_ ("Licensed Products") are the exclusive property of Kodak and its Affiliates and Licensed Products are made by us exclusively for Licensee and for the benefit of Kodak and its Affiliates.

2. We will not at any time claim any right, title or interest or impair the rights of Kodak or its Affiliates or Licensee in the Property Rights. We agree to execute such additional undertakings or other documents as Kodak may deem appropriate in this respect.

3. We agree to comply with all laws and regulations applicable to the manufacture of Licensed Products.

4. We will carry out all appropriate quality control procedures designated by Licensee to determine that Licensed Products conform to the quality control specifications specified by Licensee. We will comply with any guidelines provided by Licensee with respect to Licensed Products. We will provide any data or reports requested by Licensee or Kodak relating to Licensed Products. Authorized representatives of Licensee may inspect our operations at reasonable times and make any tests deemed necessary to ensure that the prescribed quality standards are being maintained.

5. Except as expressly authorized in writing by Kodak, products bearing any of the Property Rights will be sold only to Licensee or Licensee' authorized distributors and not to any other party or disposed of in any other manner. Any product not meeting the prescribed quality standards will not be sold under any of the Property Rights.

6. We will not subcontract any order or part thereof placed by Licensee without Licensee's express written consent.

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7. Upon notice to us by Licensee and Kodak, we will promptly deliver or destroy all materials in our possession bearing any of the Property Rights. All artwork plates and other aides used by us solely for Licensed Products become Kodak's property and will be disposed of by us in accordance with Kodak's instructions.

8. Without Kodak's express written consent, we will not use or authorize others to use Kodak's or any of its affiliates' names or any of the Property Rights in advertising or promoting any of our activities, products or services, except as necessary to promote Licensed Products.

9. We will keep full and accurate books of account and records covering all our activities and transactions relating to Licensed Products and agree that both Licensee and Kodak each have rights on reasonable notice to us to examine these books of account and records through Licensee's and Kodak's respective authorized representatives or independent certified public accountants.

10. We agree and confirm that Kodak has the right to enforce this undertaking against us in any appropriate legal forum independently of Licensee. Legal service in any such legal action may be against us either by personal service or by registered mail, return receipt requested and addressed to the attention of our president.

11. This undertaking will be construed according to the laws of the state of New York, U.S.A. as applied to instruments executed and performed in New York.

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

UNDERTAKING BY DISTRIBUTORS  
THAT ARE NOT AFFILIATES OF LICENSEE

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(Firm's Name and Address)

1. We, the above identified firm, confirm our agreement and undertaking to each of you, \_\_\_\_\_ or its affiliates (Licensee) and Eastman Kodak Company (Kodak) as follows:
2. We acknowledge that the trademarks, trade dress, copyrighted matter and other designs ("the Property Rights") specified by Licensee and/or Kodak for use on \_\_\_\_\_ ("Licensed Products") are the exclusive property of Kodak and its Affiliates and Licensed Products are made by us exclusively for our customers and for the benefit of Kodak and its Affiliates.
3. We will not at any time claim any right, title or interest or impair the rights of Kodak or its Affiliates or Licensee in the Property Rights. We agree to execute such additional undertakings or other documents as Kodak may deem appropriate in this respect.
4. We agree to comply with all laws and regulations applicable to the manufacture of Licensed Products, as applicable.
5. We will carry out all appropriate quality control procedures designated by Licensee to determine that Licensed Products conform to the quality control specifications specified by Licensee. We will comply with any guidelines provided by Licensee with respect to Licensed Products. We will provide any data or reports requested by Licensee or Kodak relating to Licensed Products. Authorized representatives of Licensee may inspect our operations at reasonable times and make any tests deemed necessary to ensure that the prescribed quality standards are being maintained.
6. Except as expressly authorized in writing by Kodak, products bearing any of the Property Rights will be sold only to our customers and not to any other party or disposed of in any other manner. Any product not meeting the prescribed quality standards will not be sold under any of the Property Rights.
7. We will not subcontract the manufacture of any Licensed Products without Licensee's express written consent.
8. Upon notice to us by Licensee and Kodak, we will promptly deliver or destroy all



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materials in our possession bearing any of the Property Rights. All artwork plates and other aides used by us solely for Licensed Products become Kodak's property and will be disposed of by us in accordance with Kodak's instructions.

9. Without Kodak's express written consent, we will not use or authorize others to use Kodak's or any of its affiliates' names or any of the Property Rights in advertising or promoting any of our activities, products or services, except for selling Licensed Products.
10. We will keep full and accurate books of account and records covering all our activities and transactions relating to Licensed Products and agree that both Licensee and Kodak each have rights on reasonable notice to us to examine these books of account and records through Licensee's and Kodak's respective authorized representatives or independent certified public accountants.
11. We agree and confirm that Kodak has the right to enforce this undertaking against us in any appropriate legal forum independently of Licensee. Legal service in any such legal action may be against us either by personal service or by registered mail, return receipt requested and addressed to the attention of our president.
12. This undertaking will be construed according to the laws of the state of New York, U.S.A. as applied to instruments executed and performed in New York.

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_