

PURCHASE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS PURCHASE, ASSIGNMENT AND ASSUMPTION (the “Agreement”) is made and entered into effective as of the 4th day of April, 2012, by and between Eastman Kodak Company (“Kodak”) and certain of its affiliates, debtors and debtors in possession, as sellers and assignors (collectively with Kodak, the “Debtors”) and Orange Barrel Media (“OBM”), as purchaser and assignee (OBM and any designated affiliate that executes a joinder to this Agreement prior to Closing, the “Purchaser” and, together with the Debtors, the “Parties” and each, a “Party”). Unless otherwise noted, capitalized terms have the meaning set forth herein.

WITNESSETH:

A. Kodak and Clear Channel Spectacolor, LLC are parties to the following executory agreements:

(i) that certain Restated License Agreement dated November 12, 2009 (as amended, supplemented or otherwise modified as of the date hereof, the “License Agreement”); and

(ii) that certain Restated Maintenance/Operations Agreement dated December 12, 2009 (as amended, supplemented or otherwise modified as of the date hereof, the “Maintenance and Operations Agreement” and, together with the License Agreement, the “Contracts”).

B. Kodak owns the related physical sign and electronic screen related to the Contracts (together with the Contracts, the “Purchased Assets”).

C. The Debtors are currently in proceedings pending in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) under chapter 11 of title 11 of the United States Code (11 U.S.C. §§ 101 et seq.) (as amended, the “Bankruptcy Code”) under Case No. 12-10202 (ALG) (Jointly Administered).

D. The Purchaser (i) desires to purchase, acquire and accept from the Debtors pursuant to Sections 363 and 365 of the Bankruptcy Code all of the Debtors’ respective right, title and interest in, to and under the Purchased Assets, and (ii) has agreed to assume and be liable for, and to pay, perform and discharge all of the Debtors’ liabilities and obligations with respect to the Contracts pursuant to Sections 363 and 365 of the Bankruptcy Code; and absent receipt of a Superior Bid from an Alternative Buyer, the Debtors desire to assume, sell, assign, transfer and convey to the Purchaser pursuant to Sections 363 and 365 of the Bankruptcy Code all of the Debtors’ respective right, title and interest in, to and under the Contracts, all on the terms and conditions hereof.

E. The Bankruptcy Court has entered an Order Approving Expedited Procedures for the Sale, Transfer, Donation and/or Abandonment of De Minimis Assets (Docket No. 445) (the “DMA Sale Order”) and the Parties, after consultation with the Creditors’ Committee (as defined in the DMA Sale Order), have determined that the assumption, sale, assignment, transfer and conveyance by the Debtors to the Purchaser of the Debtors’ respective right, title and interest in, to and under the Purchased Assets on the terms and conditions hereof

satisfy the conditions set forth in Paragraph 2(b) of the DMA Sale Order and, thus, may be effectuated pursuant to the Sale Notice Procedures (as defined and set forth in the DMA Sale Order).

NOW THEREFORE, in consideration of the foregoing premises and the mutual terms, conditions, covenants, agreements and warranties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment and Conveyance. Pursuant to Sections 363 and 365 of the Bankruptcy Code and the DMA Sale Order, subject to the terms and conditions of this Agreement, the Debtors hereby assume, sell, assign, transfer, convey and set over unto the Purchaser and its successors and assigns effective as of the Closing all of the Debtors' respective right, title and interest in, to and under the Purchased Assets free and clear of any Liens (as defined in the DMA Sale Order), and the Purchaser hereby purchases, acquires and accepts from the Debtors effective as of the Closing all of the Debtors' respective right, title and interest in, to and under the Purchased Assets free and clear of any Liens.

2. Assumption. Pursuant to Sections 363 and 365 of the Bankruptcy Code and the DMA Sale Order, subject to the terms and conditions of this Agreement, the Purchaser expressly assumes, shall be liable for, and shall pay, perform and discharge all liabilities and obligations of the Debtors with respect to the Contracts, as the same shall become due, first arising after the Closing; provided that monthly obligations under the Contracts shall be pro-rated based on actual days elapsed over 365-day year for the month during which the Closing occurs.

3. Effect of Assignment. Subject to the terms and conditions of this Agreement and the DMA Sale Order, it is expressly understood that this Agreement shall terminate all rights, duties and obligations of the Debtors with respect to the Contracts effective as of the Closing and thereafter the Purchaser shall have all such rights, duties and obligations with respect to the Contracts.

4. Payment of Purchase Price. The aggregate purchase price for the Purchased Assets is an amount in cash equal to \$3,700,000.00 (the "Purchase Price"). Subject to the terms and conditions of this Agreement, the Purchaser hereby covenants and agrees that it shall pay the Purchase Price to the Debtors at Closing by wire transfer to an account designated in writing from the Debtors to the Purchaser prior to the Closing.

5. Adequate Assurance. The Purchaser represents and warrants that, effective as of the Closing, (a) it has on hand an aggregate amount of funds sufficient to pay the Purchase Price and perform all of its other obligations under this Agreement, and (b) the Purchaser is and will be capable of satisfying the conditions contained in Sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Contracts.

6. Closing. The consummation of the transactions contemplated hereby (the "Closing") shall take place no later than the first business day after the satisfaction of all of the conditions set forth in Sections 12 and 13 herein (or the written waiver thereof by the party entitled to the benefit of such conditions) or on such other date as the Parties shall mutually agree; provided

that the Closing shall not occur prior to the Sale Objection Deadline (as defined in the DMA Sale Order) unless the Debtors obtain each Sale Notice Party's (as defined in the DMA Sale Order) prior written consent to the assumption, sale, assignment, transfer and conveyance by the Debtors to the Purchaser of the Debtors' respective right, title and interest in, to and under the Purchased Assets on the terms and conditions hereof in accordance with Paragraph 2(b)(ix) of the DMA Sale Order and the Debtors have not received a Superior Bid. The actual date of the Closing is herein called the "Closing Date". For purposes of this Agreement, from and after the Closing, the Closing shall be deemed to have occurred at 11:59 p.m. prevailing Eastern Time on the Closing Date.

7. Brokers. The Debtors represent and warrant to the Purchaser that they have not incurred, nor will any of them incur, directly or indirectly, any liability to any broker, finder or agent with respect to the payment of any fee or commission regarding the consummation of the transactions contemplated hereby. The Purchaser represents and warrants to the Debtors that it has not incurred, and it will not incur, any liability to any broker, finder or agent with respect to the payment of any fee or commission regarding the consummation of the transactions contemplated hereby.

8. Commercially Reasonable Efforts to Consummate.

(a) Except as provided by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedures, as amended or any order entered by the Bankruptcy Court in the Debtors' chapter 11 cases, the Debtors and the Purchaser shall use their respective Commercially Reasonable Efforts to cause the Closing to occur, including defending against any legal proceeding challenging this Agreement or the transactions set forth herein, or seeking to have any preliminary injunction, temporary restraining order, stay or other legal restraint or prohibition entered or imposed that is not yet final and non-appealable vacated or reversed.

(b) Without limiting the generality of the foregoing and subject to paragraphs 9 and 11, each of the Parties will use its Commercially Reasonable Efforts to take, or cause to be taken all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable law to consummate and make effective the sale, transfer, conveyance and assignment and assumption of the Contracts pursuant to this Agreement, including without limitation using Commercially Reasonable Efforts to ensure satisfaction of the conditions precedent to each Party's obligations hereunder. Neither the Debtors nor the Purchaser will, without the prior written consent of the other, advocate, take or fail to take any action which would reasonably be expected to prevent or materially impede, interfere with or delay the transactions contemplated by this Agreement.

(c) For purposes of this Agreement, "Commercially Reasonable Efforts" means efforts which are designed to enable a Party, directly or indirectly, to expeditiously satisfy a condition to, or otherwise assist in the consummation of, the transactions contemplated by this Agreement and which do not require the performing Party to expend any funds or assume any liabilities other than such expenditures and liability assumptions as are customary and reasonable in nature and amount in the context of the transactions contemplated by this Agreement, or are otherwise specified herein.

9. Applications to Bankruptcy Court.

(a) The Debtors hereby confirm that it is critical to the process of arranging an orderly sale of the Purchased Assets to proceed by selecting the Purchaser to enter into this Agreement in order to present the Bankruptcy Court with arrangements for obtaining the highest realizable prices for the Purchased Assets and that, without the Purchaser having committed substantial time and effort to such process, the Debtors' estates would have to employ a less orderly process of sale and thereby both incur higher costs and risk attracting lower prices. Accordingly, the Purchaser's contributions to the process have indisputably provided very substantial benefit to the Debtors' estates. The Debtors acknowledge that the Purchaser would not have invested the effort in negotiating and documenting the transactions provided for herein and incurring duties to pay its outside advisors if the Purchaser was not entitled to the Break-up Fee if the Purchaser is not the successful bidder for the Purchased Assets.

(b) As soon as reasonably practicable after this Agreement is executed, the Debtors shall (i) in accordance with the requirements set forth in Paragraphs 2(b)(i) – (iii) of the DMA Sale Order, serve a Sale Notice (as defined in the DMA Sale Order) regarding the Debtor's proposed sale, assumption and assignment of the Purchased Assets to the Purchaser, substantially in the form attached hereto as Exhibit A (with such changes thereto proposed by the Debtors as the Purchaser in its sole discretion accepts, the "Specific Transaction Notice"), and (ii) file and serve a motion in form and substance satisfactory to the Purchaser (the "Sale Facilitation Motion") pursuant to Sections 363 and 365 of the Bankruptcy Code seeking expedited entry of (A) an order, substantially in the form attached to this Agreement as Exhibit B (with such changes thereto proposed by the Debtors as the Purchaser in its sole discretion accepts, the "Procedures Order"), approving, among other things, the Breakup Fee, and (B) an order, substantially in the form attached to this agreement as Exhibit C (with such changes thereto proposed by the Debtors as the Purchaser in its sole discretion, accepts, the "Facilitation Order"), striking the provisions of the Contracts identified in the Facilitation Order.

(c) The Debtors shall use Commercially Reasonable Efforts to obtain entry of the Procedures Order by the Bankruptcy Court on or before April 18, 2012. The Procedures Order shall provide, among other things, that:

(i) if one or more Superior Bids are submitted prior to the date (the "Overbid Deadline") that is the later to occur of (A) the date that is thirty (30) days after the date first set forth in this Agreement (the "Execution Date") and (B) fifteen (15) days after the date on which the Facilitation Order becomes a Final Order (as defined below), the Debtors shall have the right, in their sole discretion, to select the superior bid (the "Superior Bid"), subject to resolution of any dispute by the Bankruptcy Court; provided that if, the Debtors determine that the Purchaser has not submitted the Superior Bid, the Debtors shall so advise the Purchaser of the same and provide the Purchaser with the material terms of the Superior Bid and an opportunity to submit an overbid;

(ii) the Debtors shall pay the Breakup Fee to the Purchaser pursuant to and subject to the terms and conditions set forth therein, Section 14 hereof;

(iii) in the event of a Superior Bid, the Purchaser shall be entitled to submit an overbid and shall be entitled, in the calculation of the amount of the Purchaser's overbid to a credit in the amount of the Breakup Fee; and

(iv) if the Debtors in their sole discretion ultimately determine that a party other than the Purchaser (an "Alternative Buyer") has submitted a Superior Bid and the Debtors accept such Superior Bid, as soon as reasonably practicable thereafter the Debtors shall file with the Bankruptcy Court and serve an amended Sale Notice in accordance with Paragraph 2(B)(viii) of the DMA Sale Order regarding the Superior Bid from, and the proposed transaction regarding the Purchased Assets with, the Alternative Buyer.

(d) If any Sale Notice Party (as defined in the DMA Sale Order) objects to the transactions set forth in the Specific Transaction Notice or in this Agreement, and such objection is not resolved consensually, the Debtors shall seek approval of the Agreement upon notice and a hearing, in accordance with the DMA Sale Order.

(e) The Debtors shall use Commercially Reasonable Efforts to obtain entry of the Facilitation Order by the Bankruptcy Court on or before April 18, 2012. The Facilitation Order shall be in form and substance reasonably acceptable to the Purchaser and to the Debtors and shall, among other things: (i) strike provisions in the Contracts set forth in the form of Facilitation Order attached hereto as Exhibit C; (ii) find, among other things, that Purchaser is a good-faith purchaser for value and otherwise entitled to the protections of Section 363(m) of the Bankruptcy Code; (iii) approve the sale of the Purchased Assets to the Purchaser free and clear of any and all Liens; (iv) approve the Debtors' assumption of the Contracts and assignment of the Contracts as modified by the Facilitation Order to the Purchaser, and the Purchaser's assumption from the Debtors of the Contracts as modified by the Facilitation Order; (v) provide that the provisions of Rules 6004(g) and 6006(d) of the Bankruptcy Rules are waived and there will be no stay of execution of the Procedures Order under Rule 62(a) of the Federal Rules of Civil Procedure; and (vi) retain jurisdiction of the Bankruptcy Court to interpret and enforce the terms and provisions of this Agreement.

10. Competitive Bidding Period. From the date hereof until the earlier to occur of (a) the date on which the Court enters the Procedures Order (the "Procedures Approval Date") and (b) termination of this Agreement (such period, the "No Shop Period"), the Debtors shall not, and will not permit any person acting for or on behalf of the Debtors to, without the prior written consent of the Purchaser, solicit offers to purchase the Purchased Assets; *provided* that during the No Shop Period the Debtors may respond to unsolicited inquiries and the No Shop Period does not apply to discussions or negotiations with Clear Channel or Marriott. After the No Shop Period, the Debtors may solicit offers for the Purchased Assets. Subject to Section 9(c)(ii), if the Debtors determine in their sole discretion that an Alternate Buyer has submitted the Superior Offer for the Purchased Assets, the Debtors shall have the right to enter into an agreement with the Alternate Buyer reflecting the terms of such Superior Offer, and the Purchaser shall have the right to terminate this Agreement pursuant to Section 13(b)(vi).

11. Purchaser's Conditions to Closing. The obligation of the Purchaser to consummate the transactions contemplated to occur at the Closing is subject to satisfaction (or waiver in writing by the Purchaser) of the following conditions precedent at or before the Closing.

(a) Each of the representations and warranties of the Debtors contained herein shall be true and correct in all material respects at and as of the Closing with the same force and effect as though made at and as of the Closing.

(b) The Debtors shall have performed and complied, in all material respects, with the obligations and covenants required by this Agreement to be performed or complied with by the Debtors prior to the Closing.

(c) The Bankruptcy Court shall have entered the Procedures Order in the form set forth in Exhibit B hereto and the Facilitation Order in the form set forth in Exhibit C hereto, and both the Procedures Order and the Facilitation Order shall be Final Orders in full force and effect and as of the Closing and shall not be stayed, enjoined or modified. For purposes hereof, "Final Order" shall mean an order or judgment of the Bankruptcy Court or any other court or adjudicative body as to which (a) the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending or, (b) in the event that an appeal, writ of certiorari, reargument, or rehearing thereof has been sought, such order of the Bankruptcy Court or any other court or adjudicative body shall have been affirmed by the highest court to which such order was appealed, or certiorari has been denied, or from which reargument or rehearing was sought, and the time to take any further appeal, petition for certiorari or move for reargument or rehearing shall have expired; provided, that no order shall fail to be a Final Order solely because of the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 7024 may be filed with respect to such order.

(d) All other authorizations, consents, filings and approvals necessary to permit the Debtors to perform the transactions under this Agreement shall have been duly obtained, made or given, shall be in form and substance reasonably satisfactory to the Purchaser, shall not be subject to the satisfaction of any condition that has not been satisfied or waived and shall be in full force and effect, and all waiting periods applicable to the transactions under this Agreement shall have expired or otherwise terminated.

(e) No order shall have been issued restricting, prohibiting or staying this Agreement or the transactions set forth herein.

(f) The Debtors shall have provided the Purchaser with a copy of that certain Agreement of Lease dated as of April 1, 1985, as amended and restated as of January 1, 1995, between Times Square Marquis Hotel, L.P. and Clear Channel Spectacolor, LLC (as successor in interest to Spectacolor Communications, Inc (as further amended, supplemented or otherwise modified, the "Lease") at least two business days prior to Closing.

12. Debtors' Conditions to Closing. The obligation of the Debtors to consummate the transactions contemplated to occur at the Closing is subject to the satisfaction (or waiver in writing by the Debtors) of the following conditions precedent at or before the Closing.

(a) The representations and warranties of the Purchaser contained herein shall be true and correct in all material respects at and as of the Closing with the same force and effect as though made at and as of the Closing.

(b) The Bankruptcy Court shall have entered the Procedures Order in the form set forth in Exhibit B hereto and the Facilitation Order in the form set forth in Exhibit C hereto, and both the Procedures Order and the Facilitation Order shall be Final Orders in full force and effect and as of the Closing and shall not be stayed, enjoined or modified.

(c) All other authorizations, consents, filings and approvals necessary to permit the Purchaser to perform the transactions contemplated hereby, if any, shall have been duly obtained, made or given, shall be in form and substance reasonably satisfactory to the Debtors, shall not be subject to the satisfaction of any condition that has not been satisfied or waived and shall be in full force and effect, and all waiting periods applicable to the transactions under this Agreement shall have expired or otherwise terminated.

(d) The Purchaser shall have paid the Purchase Price in accordance with Section 4 hereof.

(e) No order shall have been issued restricting, prohibiting or staying the consummation of the transactions contemplated by this Agreement.

(f) The Purchaser shall have provided adequate assurance of future performance.

13. Termination. This Agreement may be terminated at any time prior to the Closing as follows:

(a) by written agreement of the Purchaser and the Debtors;

(b) by the Purchaser:

(i) Drop Dead Date. At any time after June 11, 2012, if the Closing shall not have occurred; provided, however, that the Purchaser is not in material breach of any of its representations and warranties contained in this Agreement and has not failed in any material respect to perform any of its obligations hereunder;

(ii) Permanent Injunction. If any order permanently restraining, prohibiting or enjoining the Purchaser or the Debtors from consummating the transactions under this Agreement is entered and such order shall have become a Final Order;

(iii) Debtor Breach. If there shall have been a breach by the Debtors of any of its representations, warranties, covenants or agreements contained in this Agreement, which breach would result in the failure to satisfy one or more of the conditions set forth in Section 11, and such breach shall be incapable of being cured or, if capable of being cured, shall not have been cured within 30 days after written notice thereof shall have been received by the Debtors;

(iv) No Procedures Order. At any time after April 19, 2012, if (A) the Bankruptcy Court shall not have entered the Procedures Order or (B) after its entry, the Procedures Order shall fail to be in full force and effect or shall have been stayed, reversed, modified or amended in any respect without the prior written consent of the Purchaser;

(v) No Facilitation Order. (A) at any time after May 10, 2012, if the Bankruptcy Court shall not have entered the Facilitation Order, or (B) the Facilitation Order, after entry thereof by the Bankruptcy Court, shall fail to become a Final Order by May 31, 2012 or shall have otherwise been stayed, reversed, modified or amended in any respect without the prior written consent of the Purchaser, *provided*, that each of the dates in this Section 13(b)(v) may be extended by the Debtors by up to fifteen (15) days in the event that the Debtors timely moved the Bankruptcy Court to enter the Facilitation Order, and the Bankruptcy Court's schedule is the reason that the entry of the Procedures Order has not occurred on or before May 10, 2012; or

(vi) Alternative Transaction. On the earlier of: (a) the fifteenth (15) day after the Debtors file with the Bankruptcy Court an amended Sale Notice regarding a Superior Bid from, and proposed transaction regarding the Purchased Assets with, an Alternative Buyer or (b) consummation of transaction regarding the Purchased Assets other than with the Purchaser.

(vii) Due Diligence. At any time before 2 business days after the Debtors provide a copy of the Lease to the Purchaser.

(c) by the Debtors:

(i) Drop Dead Date. At any time after June 11, 2012, if the Closing shall not have occurred; provided, however, that Debtors are not in material breach of any of their representations and warranties contained in this Agreement and have not failed in any material respect to perform any of their obligations hereunder;

(ii) Permanent Injunction. If any order permanently restraining, prohibiting or enjoining the Purchaser or the Debtors from consummating the transactions under this Agreement is entered and such order shall have become a Final Order;

(iii) Purchaser Breach. If there shall have been a breach by the Purchaser of any of its representations, warranties, covenants or agreements contained in this Agreement, which breach would result in the failure to satisfy one or more of the conditions set forth in Section 12, and such breach shall be incapable of being cured or, if capable of being cured, shall not have been cured within the earlier of: (a) June 11, 2012, (b) 30 days after written notice thereof shall have been received by the Purchaser, of (c) 5 business days after the date hereof if Purchaser has not provided adequate assurance of future performance; or

(iv) Alternative Transaction. Upon the consummation of sale of the Purchased Assets to an Alternate Buyer.

14. Effect of Termination; Default. If this Agreement is terminated under Section 13, written notice thereof will forthwith be given to the other Party and this Agreement will thereafter become void and have no further force and effect and all further obligations of the Debtors and the Purchaser to each other under this Agreement will terminate without further obligation or Liability of the Debtors or the Purchaser to the other (other than with respect to breaches, if any, of this Agreement prior to such termination), except that, if this Agreement is terminated pursuant to Section 13 for any reason other than pursuant to Section 13(a), by the Debtors pursuant to Sections 13(c)(i) (the Drop Dead Date), 13(c)(ii) (Permanent Injunction), or

13(c)(iii) (the Purchaser Breach) or by the Purchaser pursuant to Sections 13(b)(i) (Drop Dead Date), 13(b)(ii) (Permanent Injunction), 13(b)(iv) (No Procedures Order), or 13(b)(v) (No Facilitation Order), or 13(b)(vii) (Diligence), then the Purchaser shall be entitled to the aggregate amount of \$200,000.00 as an allowed administrative expense under Sections 503(b)(1) and 507(a)(1) of the Bankruptcy Code (the “Breakup Fee”), which shall be payable (a) within ten days of termination if terminated by the Purchaser pursuant to Section 13(b)(iii) (Debtor Breach), and (b) otherwise on the earlier of: (i) the fifteenth (15) day after the Debtors file with the Bankruptcy Court an amended Sale Notice regarding a Superior Bid from, and proposed transaction regarding, the Purchased Assets with an Alternative Buyer or (ii) consummation of transaction regarding the Purchased Assets other than with the Purchaser (to the extent it is not practical for the Debtors to make contemporaneous payment, payment will be made on the next business day); *provided* that the Debtors have not previously notified the Purchaser in writing that the Purchaser is in breach of this Agreement and provided further that Purchaser has not previously terminated this Agreement. Notwithstanding the foregoing, this Section 14 and Section 17 (Governing Law, Waiver of Trial by Jury), Section 18 (Successors and Assigns) and Section 21 (Construction) shall survive any such termination of this Agreement.

15. Cure of Defaults. The Debtors shall, promptly after the Closing, cure any and all defaults under the Contracts. The Debtors shall deliver to the Purchaser as soon as reasonably practicable a schedule setting forth cure costs, to the best of the Debtors’ knowledge as of such date.

16. Expenses. Each party hereto shall bear its own costs and expenses, including attorneys’ fees, with respect to the transactions contemplated hereby.

17. Governing Law; Waiver of Trial by Jury. THIS AGREEMENT AND SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE BANKRUPTCY CODE AND, TO THE EXTENT NOT INCONSISTENT WITH THE BANKRUPTCY CODE, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED WHOLLY WITHIN SUCH STATE. THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO (A) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT OR ANY ANCILLARY DOCUMENT; AND/OR (B) THE PURCHASED ASSETS AND/OR ASSUMED LIABILITIES AND THE PARTIES EXPRESSLY CONSENT TO AND AGREE NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION; PROVIDED, HOWEVER, THAT IF THE BANKRUPTCY COURT REFUSES TO ACCEPT JURISDICTION OVER ANY SUCH DISPUTE, THEN ANY STATE OR FEDERAL COURT LOCATED IN NEW YORK COUNTY SHALL HAVE JURISDICTION OVER SUCH DISPUTE AND THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF SUCH COURT IN ANY SUCH CASE. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY RIGHT WHICH IT MAY HAVE HAD TO BRING SUCH AN ACTION IN ANY OTHER COURT, DOMESTIC OR FOREIGN, OR BEFORE ANY SIMILAR DOMESTIC OR FOREIGN AUTHORITY. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING IN RELATION TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

18. Successors and Assigns. This Agreement shall bind and inure to the benefit of the Debtors and their successors and assigns and shall bind and inure to the benefit of the Purchaser and its successors and assigns.

19. Waiver. No waiver by a party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty. No course of dealing or any delay or failure to exercise any right, power or remedy hereunder on the part of any party hereto shall operate as a waiver of or otherwise prejudice such party's rights, powers or remedies.

20. Headings. The headings preceding the text of the Sections of this Agreement and the Exhibits hereto are for convenience only and shall not be deemed part of this Agreement.

21. Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to this Agreement to express their mutual intent, and no rule of strict construction shall be applied against any party. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

22. Entire Agreement; Amendment. This Agreement and any instruments and agreements executed in connection herewith and therewith contain all of the terms, conditions and representations and warranties agreed upon by the parties relating to the subject matter of this Agreement and supersede all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, respecting such subject matter. This Agreement may not be amended except by written agreement executed by all parties hereto.

23. Severability. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

24. Counterparts; Deliveries. This Agreement may be executed in counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The parties agree that the delivery of this Agreement may be effected by means of an exchange of signatures via facsimile transmission, .pdf or other electronic transmission.

SS WHEREOF, the parties have executed this Purchase, Assignment
t as of the date first written above.

EASTMAN KODAK COMPANY and its affiliated
debtors and debtors in possession, as sellers and
assignors.

By: 

Name:

Title:

PRADEEP TOTWANI
CMO & SVP, KODAK

ORANGE BARREL MEDIA, as purchaser and
assignee.

By: _____

Name:


Title:

IN WITNESS WHEREOF, the parties have executed this Purchase, Assignment and Assumption Agreement as of the date first written above.

EASTMAN KODAK COMPANY and its affiliated debtors and debtors in possession, as sellers and assignors.

By: _____
Name:
Title:

ORANGE BARREL MEDIA, as purchaser and assignee.

By:  _____
Name:
Title: *President*