

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>JOHN E. EATON</td> <td>05/29/2008</td> </tr> <tr> <td>WESLEY K. COBB</td> <td>05/29/2008</td> </tr> <tr> <td>KISHOR A. SAIWAL</td> <td>05/29/2008</td> </tr> <tr> <td>BOBBY E. BLYTHE</td> <td>05/28/2008</td> </tr> </tbody> </table>		Name	Execution Date	JOHN E. EATON	05/29/2008	WESLEY K. COBB	05/29/2008	KISHOR A. SAIWAL	05/29/2008	BOBBY E. BLYTHE	05/28/2008
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BOBBY E. BLYTHE	05/28/2008										
RECEIVING PARTY DATA											
Name:	Behavioral Recognition Systems, Inc.										
Street Address:	2100 West Loop South										
Internal Address:	9th Floor										
City:	Houston										
State/Country:	TEXAS										
Postal Code:	77027										
PROPERTY NUMBERS Total: 1											
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12129539</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12129539						
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CORRESPONDENCE DATA											
Fax Number:	(713)623-4846										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	713-623-4844										
Email:	tthomas@pattersonsheridan.com										
Correspondent Name:	PATTERSON & SHERIDAN, L.L.P.										
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Address Line 2:	SUITE 1500										
Address Line 4:	HOUSTON, TEXAS 77056										
ATTORNEY DOCKET NUMBER:	BRS/0006.02										
NAME OF SUBMITTER:	Jon K. Stewart										

CH \$40.00 12129539

Total Attachments: 2

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ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses
of Inventors:

1)	JOHN ERIC EATON 12407 Shadowvista Drive Houston, TX 77082	2)	WESLEY KENNETH COBB 215 Wisteria Walk Circle Woodlands, TX 77381
3)	KISHOR ADINATH SAITWAL 4400 Memorial Drive Apt. #1040 Houston, TX 77007	4)	BOBBY ERNEST BLYTHE P.O. Box 19834 Houston, TX 77224-9834

(hereinafter referred to as Assignors), have invented a certain invention entitled:

**DARK SCENE COMPENSATION IN A BACKGROUND-FOREGROUND MODULE OF
A VIDEO ANALYSIS SYSTEM**

for which application for Letters Patent in the United States was filed HERewith,
under Serial No. UNASSIGNED, executed on even date herewith; and

WHEREAS, Behavioral Recognition Systems, Inc., a corporation of the State of Texas having a place of business at 2100 West Loop South, 9th Floor, Houston, TX 77027 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:

1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a conventional, division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

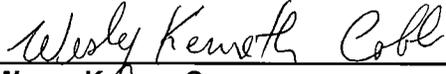
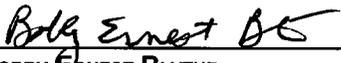
2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention

herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting conventional, substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefor and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

- 1) 5-29-2008 (DATE) 
JOHN ERIC EATON
- 2) 5-29-2008 (DATE) 
WESLEY KENNETH COBB
- 3) 5-29-2008 (DATE)  KISHOR ADINATH SAIWAL
KISHOR ADINATH SAIWAL
- 4) 5-28-2008 (DATE) 
BOBBY ERNEST BLYTHE