

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 9/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Rajeev Sharma 04/25/2008
Satish Mummareddy 05/05/2008
Jeff Hershey 05/29/2008
Namsoon Jung 04/17/2008

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: VideoMining Corporation

Internal Address: _____

Street Address: 403 South Allen Street, Suite 101

City: State College

State: PA

Country: USA Zip: 16801

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 04/25/2008, 05/05/2008, 05/29/2008,

Assignment 04/17/2008

Merger

Security Agreement

Change of Name

Joint Research Agreement

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

12/079,901

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Rajeev Sharma

Internal Address: _____

Street Address: 403 South Allen Street, Suite 101

City: State College

State: PA Zip: 16801

Phone Number: 814-867-8977

Fax Number: 814-867-8957

Email Address: rsharma@videomining.com

6. Total number of applications and patents involved: _____

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

Authorized to be charged by credit card

Authorized to be charged to deposit account

Enclosed

None required (government interest not affecting title)

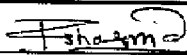
8. Payment Information

a. Credit Card Last 4 Numbers 1003
Expiration Date 01/10

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

06/06/2008

Date

Rajeev Sharma

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

OP \$40.00 12079901

Assignment of Invention and Patent Application

For value received, during the employment period, according to the employment agreement,

Rajeev Sharma
of State College, PA

(hereinafter ASSIGNOR), hereby sells, assigns, transfers, and sets over unto

Videomining Corporation
of State College, PA

and her or his successors or assigns (hereinafter ASSIGNEE) 100% of the following: (A) ASSIGNOR's right, title, and interest in and to the invention entitled "Method and system for recognizing employees in a physical space based on automatic behavior analysis." invented by ASSIGNOR; (B) the application for United States patent therefore, signed by ASSIGNOR on March 28, 2008, U.S. Patent and Trademark Office Serial Number 12/079,901, filed March 28, 2008; (C) any patent or reissues of any patent that may be granted thereon; and (D) any applications which are continuations, continuations-in-part, substitutes, or divisions of said application. ASSIGNOR authorizes ASSIGNEE to enter the date of signature and/or Serial Number and Filing Date in the spaces above. ASSIGNOR also authorizes and requests the Commissioner for Patents to issue any resulting patent(s) as follows: 0 % to ASSIGNOR and 100 % to ASSIGNEE. (The singular shall include the plural and vice versa herein.)

ASSIGNOR hereby further sells, assigns, transfers, and sets over unto ASSIGNEE, the above percentage of ASSIGNOR'S entire right, title, and interest in and to said invention in each and every country foreign to the United States; and ASSIGNOR further conveys to ASSIGNEE the above percentage of all priority rights resulting from the above-identified application for United States patent. ASSIGNOR agrees to execute all papers, give any required testimony, and perform other lawful acts, at ASSIGNEE'S expense, as ASSIGNEE may require to enable ASSIGNEE to perfect ASSIGNEE'S interest in any resulting patent of the United States and countries foreign thereto, and to acquire, hold, enforce, convey, and uphold the validity of said patent and reissues and extensions thereof, and ASSIGNEE'S interest therein.

In testimony whereof ASSIGNOR has hereunto set its hand and seal on the date below.

[Signature]
Signature _____ Date 4/25/08

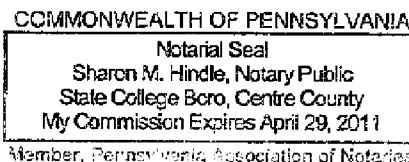
State: Pennsylvania

County: Centre

Subscribed and sworn to before me April 25, 2008.

[Signature]
NOTARY PUBLIC

SEAL



Assignment of Invention and Patent Application

For value received, during the employment period, according to the employment agreement,

of Satish Mummareddy
Washington, DC

(hereinafter ASSIGNOR), hereby sells, assigns, transfers, and sets over unto

VideMining Corporation
of State College, PA

and her or his successors or assigns (hereinafter ASSIGNEE) 100 % of the following: (A) ASSIGNOR's right, title, and interest in and to the invention entitled "Method and system for recognizing employees in a physical space based on automatic behavior analysis," invented by ASSIGNOR; (B) the application for United States patent therefore, signed by ASSIGNOR on March 27, 2008, U.S. Patent and Trademark Office Serial Number 12/079,901, filed March 28, 2008; (C) any patent or reissues of any patent that may be granted thereon; and (D) any applications which are continuations, continuations-in-part, substitutes, or divisions of said application. ASSIGNOR authorizes ASSIGNEE to enter the date of signature and/or Serial Number and Filing Date in the spaces above. ASSIGNOR also authorizes and requests the Commissioner for Patents to issue any resulting patent(s) as follows: 0 % to ASSIGNOR and 100 % to ASSIGNEE. (The singular shall include the plural and vice versa herein.)

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In testimony whereof ASSIGNOR has hereunto set its hand and seal on the date below.

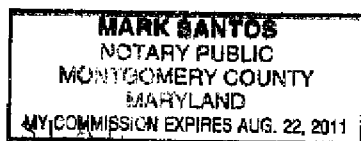
M. Satish
Signature

5/5/08
Date

State: Maryland

County: Montgomery

Subscribed and sworn to before me May 5, 2008.



[Signature]
NOTARY PUBLIC

Assignment of Invention and Patent Application

For value received, during the employment period, according to the employment agreement,

of JEFFREY HERZSHEY
NORFOLK, VA

(hereinafter ASSIGNOR), hereby sells, assigns, transfers, and sets over unto

of VIDEOMINING CORPORATION
STATE COLLEGE, PA

and her or his successors or assigns (hereinafter ASSIGNEE) 100% of the following: (A) ASSIGNOR'S right, title, and interest in and to the invention entitled "Method and system for recognizing employees in a physical space based on automatic behavior analysis," invented by ASSIGNOR; (B) the application for United States patent therefore, signed by ASSIGNOR on March 25, 2008, U.S. Patent and Trademark Office Serial Number 12/079,901, filed March 28, 2008; (C) any patent or reissues of any patent that may be granted thereon; and (D) any applications which are continuations, continuations-in-part, substitutes, or divisions of said application. ASSIGNOR authorizes ASSIGNEE to enter the date of signature and/or Serial Number and Filing Date in the spaces above. ASSIGNOR also authorizes and requests the Commissioner for Patents to issue any resulting patent(s) as follows: 0 % to ASSIGNOR and 100 % to ASSIGNEE. (The singular shall include the plural and vice versa herein.)

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In testimony whereof ASSIGNOR has hereunto set its hand and seal on the date below.

Signature Jeffrey Herzshey

Date 5/29/08

State: Virginia

County: Norfolk

Subscribed and sworn to before me May 29, 2008.

James J Edwards
NOTARY PUBLIC

SEAL

I was commissioned in my maiden name James.

Assignment of Invention and Patent Application

For value received, during the employment period, according to the employment agreement,

of Namsoon Jung
State College, PA

(hereinafter ASSIGNOR), hereby sells, assigns, transfers, and sets over unto

of VideoMining Corporation
State College, PA

and her or his successors or assigns (hereinafter ASSIGNEE) 100% of the following: (A) ASSIGNOR'S right, title, and interest in and to the invention entitled "Method and system for recognizing employees in a physical space based on automatic behavior analysis." invented by ASSIGNOR; (B) the application for United States patent therefore, signed by ASSIGNOR on March 28, 2008, U.S. Patent and Trademark Office Serial Number 12/079,901, filed March 28, 2008; (C) any patent or reissues of any patent that may be granted thereon; and (D) any applications which are continuations, continuations-in-part, substitutes, or divisions of said application. ASSIGNOR authorizes ASSIGNEE to enter the date of signature and/or Serial Number and Filing Date in the spaces above. ASSIGNOR also authorizes and requests the Commissioner for Patents to issue any resulting patent(s) as follows: 0 % to ASSIGNOR and 100 % to ASSIGNEE. (The singular shall include the plural and vice versa herein.)

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In testimony whereof ASSIGNOR has hereunto set its hand and seal on the date below.

Signature Namsoon Jung Date 4/17/08

State: Pennsylvania

County: Centre

Subscribed and sworn to before me April 17, 2008.

Sharon Hindle
NOTARY PUBLIC

SEAL

