PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
WESLEY KENNETH COBB	09/17/2009
DAVID FRIEDLANDER	09/17/2009
KISHOR ADINATH SAITWAL	09/17/2009
MING-JUNG SEOW	09/17/2009
GANG XU	09/17/2009

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

Property Type	Number
Application Number:	12561977

CORRESPONDENCE DATA

Fax Number: (713)623-4846

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

713-623-4844 Phone:

Email: tthomas@pattersonsheridan.com Correspondent Name: PATTERSON & SHERIDAN, L.L.P. Address Line 1: 3040 POST OAK BOULEVARD

Address Line 2: **SUITE 1500**

Address Line 4: HOUSTON, TEXAS 77056

ATTORNEY DOCKET NUMBER:	BRS/0039

REEL: 023248 FRAME: 0939

PATENT

NAME OF SUBMITTER:	Jon K. Stewart
Total Attachments: 2 source=BRS0039_Assignment#page1.tif source=BRS0039_Assignment#page2.tif	

PATENT REEL: 023248 FRAME: 0940

Atty. Docket No.: BRS/0039

ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses of Inventors:

1)	WESLEY KENNETH COBB 215 Wisteria Walk Circle The Woodlands, TX 77381	2)	DAVID FRIEDLANDER 1111 Post Oak Blvd., Unit 1510 Houston, TX 77056
3)	KISHOR ADINATH SAITWAL 4400 Memorial Drive, Apt. 1040 Houston, TX 77007	4)	Ming-Jung Seow 1710 West TC Jester Blvd., #6303 Houston, TX 77008
5)	GANG XU 6111 City Shores Ln Katy, TX 77494		

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

VIDEO SURVEILLANCE SYSTEM CONFIGURED TO ANALYZE COMPLEX BEHAVIORS USING ALTERNATING LAYERS OF CLUSTERING AND SEQUENCING

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.

1 of 2

PATENT REEL: 023248 FRAME: 0941

- 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)	9/17/2009 (DATE)	Wesley K. Coff
	, ,	WESLEY KENNETH COBB
2)	9/17/2009 (DATE)	Duril Frentleenler
	•	DAVID FRIEDLANDER
3)	<u>09/17/2∞9</u> (DATE)	Battural KISHOR SAITWAL
		KISHOR ADINATH SAITWAL
4)	09/17/2009 (DATE)	Ming-Jung stow
		Ming-Jung stow
5)	9/17/09 (DATE)	Ku, G
	• • •	GANG XU

RECORDED: 09/17/2009