

Form PTO-1595 (Rev. 03-09)
 OMB No. 0651-0027 (exp. 03/31/2009)

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 9/17/09
 Namsoon Jung 9/17/09
 Hankyu Moon 7/21/09
 Varij Saurabh 9/17/09

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 S. 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) 9/17/09 9/17/09 7/21/09 9/17/09

- Assignment 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)
12/459,282

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 S. Allen Street, Suite 101

City: State College

State: PA Zip: 16801

Phone Number: (814) 867-8977 ext. 106

Fax Number: (814) 867-8957

Email Address: rsharma@videominig.com

6. Total number of applications and patents involved: 1

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

- Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

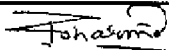
Master Card #5588-5700-0039-1301

Expiration Date: 07/11

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

03/15/2010

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 12459282

Assignment of Invention and Patent Application

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

of Rajesh Sharma
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 dynamically targeting content based on automatic demographics and behavior analysis," invented by ASSIGNOR; (B) the application for United States patent therefore, signed by ASSIGNOR on 06/29/2009, U.S. Patent and Trademark Office Serial Number 12/459,282, filed 06/29/2009; (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] _____ Date 9/17/09
Signature _____ Date

State: Pennsylvania

County: Centre

Subscribed and sworn to before me September 17, 2009

[Signature]
NOTARY PUBLIC

SEAL

Assignment of Invention and Patent Application

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

of Namsan Jung
State College, PA

(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 dynamically targeting content based on automatic demographics and behavior analysis," invented by ASSIGNOR; (B) the application for United States patent therefore, signed by ASSIGNOR on 06/29/2009, U.S. Patent and Trademark Office Serial Number 12/459,282, filed 06/29/2009; (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.

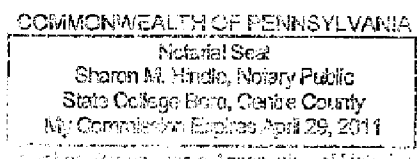
Jungnamsoon _____ Date 9/17/09
Signature _____

State: Pennsylvania
County: Centre

Subscribed and sworn to before me September 17, 2009

Sharon M. Wendt
NOTARY PUBLIC

SEAL



Assignment of Invention and Patent Application

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

of Hankyu Moon
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 dynamically targeting content based on automatic demographics and behavior analysis." invented by ASSIGNOR; (B) the application for United States patent therefore, signed by ASSIGNOR on 06/29/2009, U.S. Patent and Trademark Office Serial Number 12/459,282, filed 06/29/2009; (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.

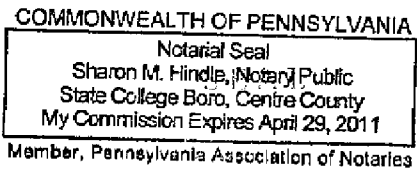
Signature Hankyu Moon Date 7/21/2009

State: Pennsylvania

County: Centre

Subscribed and sworn to before me July 21, 2009

Sharon M. Huddle
NOTARY PUBLIC



Assignment of Invention and Patent Application

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

of VARIJ SAURABH
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 dynamically targeting content based on automatic demographics and behavior analysis." invented by ASSIGNOR; (B) the application for United States patent therefore, signed by ASSIGNOR on 06/29/2009, U.S. Patent and Trademark Office Serial Number 12/459,282, filed 06/29/2009; (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.

Varij Saurabh
Signature

09/17/09
Date

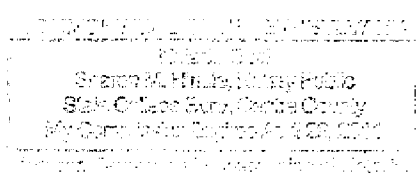
State: Pennsylvania

County: Centre

Subscribed and sworn to before me September 17, 2009

Shawn M. Dendell
NOTARY PUBLIC

SEAL



PATENT