

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3016795

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CERNIUM CORPORATION	06/18/2013
RECEIVING PARTY DATA		
Name:	CHECKVIDEO LLC	
Street Address:	6402 ARLINGTON BLVD	
City:	FALLS CHURCH	
State/Country:	VIRGINIA	
Postal Code:	22042	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	14064713	
Application Number:	12765199	
CORRESPONDENCE DATA		
Fax Number:	(202)842-7899	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	7034568000	
Email:	cdoty@cooley.com, zpatdcdocketing@cooley.com	
Correspondent Name:	COOLEY LLP	
Address Line 1:	1299 PENNSYLVANIA AVENUE, NW, SUITE 700	
Address Line 2:	ATTN: PATENT GROUP	
Address Line 4:	WASHINGTON, D.C. 20004	
ATTORNEY DOCKET NUMBER:	CHEK-009/02 / 009/01	
NAME OF SUBMITTER:	JEREMY D. BINSTOCK, R.N. 70120	
SIGNATURE:	/Jeremy Binstock/	
DATE SIGNED:	09/10/2014	
Total Attachments: 10		
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CONFIRMATORY PATENT ASSIGNMENT

This **CONFIRMATORY PATENT ASSIGNMENT** (the "Confirmatory Assignment"), dated as of June 18, 2013 (the "Effective Date"), is by and between Cernium Corporation, a Delaware corporation ("Assignor"), and CheckVideo LLC, a Delaware limited liability company ("Assignee") (each, a "Party" and collectively, the "Parties"). All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement (defined herein below).

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement, dated April 15, 2013, by and among Assignor, Assignee, CV Plan B, Inc., a Virginia corporation, John Estrada, Chris Brown and Raymond Sterrett (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, convey, assign, and transfer to Assignee all of Assignor's right, title, and interest in and to all of the patent applications and registrations, and all inventions, owned by Assignor, which include the patent applications and registrations set forth on Schedule A hereto (collectively, the "Assigned Patents") and the inventions disclosed in the Assigned Patents (the "Inventions"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee executed a Bill of Sale, Assignment and Assumption Agreement (the "Bill of Sale") on April 15, 2013 by which Assignor assigned to Assignee all of the Assets as defined in the Purchase Agreement, which Assets include all of the Assigned Patents and the Inventions;

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee executed a patent assignment (the "Original Assignment") on April 15, 2013, by which Assignor explicitly assigned to Assignee certain of the Assigned Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in confirmation of the Bill of Sale and the Original Assignment, the parties hereto agree as follows:

1. Conveyance. Pursuant to and in confirmation of the conveyances made, and of the obligations to do so, in the agreements identified above, Assignor does hereby sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to the Inventions, the Assigned Patents and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof, and all benefits, privileges, causes of action, and remedies relating thereto throughout the world, including, without limitation, exclusive rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement or other violation thereof and (c) grant licenses or other interests therein.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Assigned Patents, and to issue any and all Assigned Patents to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right

to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Patents.

3. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are requested by Assignee to effect, register, maintain, defend, enforce or otherwise exploit the rights assigned herein, including: (a) the preparation and prosecution of any applications or registrations assigned herein; and (b) the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to any facts relating to the rights assigned herein. If Assignee is unable for any reason, after reasonable effort, to secure the Assignor's signature on any document needed in connection with the actions specified above, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 3 with the same legal force and effect as if executed by the Assignor.

4. No Modification. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignor and Assignee under the Purchase Agreement.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

7. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, and any disputes regarding or arising out of this Assignment will be subject to the exclusive jurisdiction of the Circuit Court of Fairfax County for the Commonwealth of Virginia (or, in the case of any claim as to which the federal courts have exclusive subject matter jurisdiction, the federal court of the United States of America sitting in the County of Fairfax, Commonwealth of Virginia).

[Signature Page Follows]

Cernium Corporation

Date: 6/18/2013

By: [Signature]

Name: John Estrada

Title: CEO

State of Virginia)

County of Fairfax)

ss.

On June 18, 2013, before me, Susan Klara Croson, Notary Public, personally appeared John Estrada, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]

Signature of Notary Public

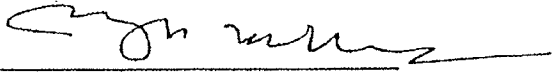


My Commission Expires: 4-30-2016

CheckVideo LLC

By: Kastle Systems International LLC,
its managing member

Date: 6/18/2013

By: 

Name: Piyush Sodha

Title: CEO

SCHEDULE A TO CONFIRMATORY PATENT ASSIGNMENT

Application No.	Filing Date	Patent / Registration No.	Issue Date	Title	Country	First Named Inventor
60/337,558	Nov-08-2001			Object Selective Video Recording	United States of America	Maurice V. Garoutte
10/041,402	Jan-08-2002	7,650,058	Jan-19-2010	Object Selective Video Recording	United States of America	Maurice V. Garoutte
60/701,804	Jul-02-2005			Directed Attention Digital Video Recordation With Software Scope	United States of America	Maurice V. Garoutte
11/491,485	Jul-24-2006	8,026,945	Sep-27-2011	Directed Attention Digital Video Recordation	United States of America	Maurice V. Garoutte
13/241,923	Sep-23-2011			Directed Attention Digital Video Recordation	United States of America	Maurice V. Garoutte
61/115,427	Nov-17-2008			Analytics-Modulated Coding Of Surveillance Video	United States of America	Lai-Tee Cheek
12/620,232	Nov-17-2009			Analytics-Modulated Coding Of Surveillance Video	United States of America	Lai-Tee Cheek
60/180,323	Feb-04-2000			System For Automated Screening Of Security Cameras	United States of America	Maurice V. Garoutte
2001238024	Feb-05-2001	2001238024	Apr-19-2007	System For Automated Screening Of Security Cameras	Australia	Maurice V. Garoutte
2,399,106	Feb-05-2001	2,399,106	Dec-04-2012	System For Automated Screening Of Security Cameras	Canada	Maurice V. Garoutte
01910417.3	Feb-05-2001	1266345	Dec-12-2007	System For Automated Screening Of Security Cameras	Germany	Maurice V. Garoutte

DC2613604.3
S60817 v2/RE

Application No.	Filing Date	Patent / Registration No.	Issue Date	Title	Country	First Named Inventor
01910417.3	Feb-05-2001	1266345	Dec-12-2007	System For Automated Screening Of Security Cameras	European Patent Office	Maurice V. Garoutte
01910417.3	Feb-05-2001	1266345	Dec-12-2007	System For Automated Screening Of Security Cameras	France	Maurice V. Garoutte
01910417.3	Feb-05-2001	1266345	Dec-12-2007	System For Automated Screening Of Security Cameras	United Kingdom	Maurice V. Garoutte
151004	Feb-05-2001	151004	Mar-01-2011	System For Automated Screening Of Security Cameras	Israel	Maurice V. Garoutte
2001-556967	Feb-05-2001	4618965	Nov-05-2010	System For Automated Screening Of Security Cameras	Japan	Maurice V. Garoutte
09/773,475	Feb-01-2001	6,940,998	Sep-06-2005	System For Automated Screening Of Security Cameras	United States of America	Maurice V. Garoutte
PCT/US2001/003639	Feb-05-2001			System For Automated Screening Of Security Cameras	Patent Cooperation Treaty	Maurice V. Garoutte
11/159,375	Jun-22-2005	7,643,653	Jan-05-2010	System For Automated Screening Of Security Cameras	United States of America	Maurice V. Garoutte
12/625,719	Nov-25-2009	8,345,923	Jan-01-2013	System For Automated Screening Of Security Cameras	United States of America	Maurice V. Garoutte
13/722,029	Dec-20-2012			System For Automated Screening Of Security Cameras	United States of America	Maurice V. Garoutte
60/555,817	Mar-24-2004			Video Analysis Using Segmentation Gain By Area	United States of America	Maurice V. Garoutte
11/088,308	Mar-24-2005	7,218,756	May-15-2007	Video Analysis Using Segmentation Gain By Area	United States of America	Maurice V. Garoutte

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Application No.	Filing Date	Patent / Registration No.	Issue Date	Title	Country	First Named Inventor
11/748,320	May-14-2007	7,440,589	Oct-21-2008	Video Analysis Using Segmentation Gain By Area	United States of America	Maurice V. Garoutte
60/692,922	Jun-22-2005			Terrain Map Summary Elements	United States of America	Maurice V. Garoutte
2,611,676	Jun-22-2006			Terrain Map Summary Elements	Canada	Maurice V. Garoutte
11/471,865	Jun-21-2006	7,822,224	Oct-26-2010	Terrain Map Summary Elements	United States of America	Maurice V. Garoutte
PCT/US2006/024458	Jun-22-2006			Terrain Map Summary Elements	Patent Cooperation Treaty	Maurice V. Garoutte
61/171,710	Apr-22-2009			System And Method For Motion Detection In A Surveillance Video	United States of America	Nikhil Gagvani
12/765,199	Apr-22-2010			System And Method For Motion Detection In A Surveillance Video	United States of America	Nikhil Gagvani
60/073,291	Jan-22-1998			Exit Guard System	United States of America	Donald K. Ross
2,296,784	Jan-21-2000	2,296,784	Apr-15-2003	Exit Guard System	Canada	Donald K. Ross
09/234,688	Jan-21-1999	6,154,133	Nov-28-2000	Exit Guard System	United States of America	Donald K. Ross
11/803,851	May-15-2007	7,956,735	Jun-07-2011	Automated, Remotely-Verified Alarm System With Intrusion And Video Surveillance And Digital Video Recording	United States of America	Randall R. Jackson
13/083,635	Apr-11-2011	8,334,763	Dec-18-2012	Automated, Remotely-Verified Alarm System With Intrusion And Video Surveillance And Digital Video Recording	United States of America	Randall R. Jackson

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Application No.	Filing Date	Patent / Registration No.	Issue Date	Title	Country	First Named Inventor
13/716,777	Dec-17-2012			Automated, Remotely-Verified Alarm System With Intrusion And Video Surveillance And Digital Video Recording	United States of America	Randall R. Jackson
60/800,504	May-15-2006			Self-Monitored Intrusion And Video Surveillance Solution With Digital Video Recording	United States of America	Randall R. Jackson
60/800,505	May-15-2006			Automated Self-Monitored Alarm Verification Solution	United States of America	Randall R. Jackson
60/950,019	Jul-16-2007			Apparatus And Methods For Video Alarm Verification	United States of America	Nikhil Gagvani
PCT/US2008/070134	Jul-16-2008			Apparatus And Method For Video Alarm Verification	Patent Corporation Treaty	Nikhil Gagvani
12/174,225	Jul-16-2008			Apparatus And Methods For Video Alarm Verification	United States of America	Nikhil Gagvani
EP 08796198.3	Jul-16-2008			Apparatus And Method For Video Alarm Verification	European Patent Office	Nikhil Gagvani
61/249,106	Oct-06-2009			Method, System And Apparatus To Set Up A Digital Camera	United States of America	Nikhil Gagvani
12/898,918	Oct-06-2010			Methods, Systems And Apparatus To Configure An Imaging Device	United States of America	Nikhil Gagvani
29/350,016	Nov-10-2009	D660,899	May-29-2012	Camera	United States of America	Gregory S. Bright
60/990,983	Nov-29-2007			Systems And Methods For Analysis Of Video Content, Event Notification, And Video Content Provision	United States of America	Craig A. Chambers

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Application No.	Filing Date	Patent / Registration No.	Issue Date	Title	Country	First Named Inventor
12/277,996	Nov-25-2008	8,204,273	Jun-19-2012	Systems And Methods For Analysis Of Video Content, Event Notification, And Video Content Provision	United States of America	Craig A. Chambers
PCT/US2008/084835	Nov-26-2008			Systems And Methods For Analysis Of Video Content, Event Notification, And Video Content Provision	Patent Cooperation Treaty	Craig A. Chambers
08854167.7	Nov-26-2008			Systems And Methods For Analysis Of Video Content, Event Notification, And Video Content Provision	European Patent Office	Craig A. Chambers
13/524,571	Jun-15-2012			Systems And Methods For Analysis Of Video Content, Event Notification, And Video Content Provision	United States of America	Craig A. Chambers

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