

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3146449

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DILIP SWAMINATHAN	03/17/2014
FEREYDOUN MAALI	03/13/2014
TRAVIS A. WOODROW	12/12/2014
MARVIN WADE BARNES	03/17/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PURETECH SYSTEMS, INC.
<b>Street Address:</b>	1950 W. ROSE GARDEN LN. SUITE 140
<b>City:</b>	PHOENIX
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85027
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14569785
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	602 281 6481
<b>Email:</b>	patent@galvanilegal.com
<b>Correspondent Name:</b>	THOMAS W. GALVANI, P.C.
<b>Address Line 1:</b>	3519 E. SHEA BLVD. SUITE 129
<b>Address Line 4:</b>	PHOENIX, ARIZONA 85028
<b>ATTORNEY DOCKET NUMBER:</b>	6035-P3CIP1
<b>NAME OF SUBMITTER:</b>	THOMAS W. GALVANI
<b>SIGNATURE:</b>	/Thomas W. Galvani/
<b>DATE SIGNED:</b>	12/15/2014
<b>Total Attachments: 8</b>	
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## ASSIGNMENT OF RIGHTS

This agreement is between Dilip Swaminathan ("Assignor"), 41 Altezza, Irvine, California 92606, and PureTech Systems, Inc. ("Assignee"), 1950 W. Rose Garden Ln. Suite 140, Phoenix, Arizona 85027 (jointly, "the Parties").

1. **Recitals.** Assignor was an employee of Assignee. Assignee is an Arizona company engaged in the business of developing visual analytics software and products. Assignor has the right to assign his entire right, title, and interest in the Invention and desires to do so in exchange for consideration, and Assignee desires to acquire the entire right, title, and interest in the Invention and any patents or patent applications arising out of the Invention.

2. **The Invention.** The "Invention" means the subject matter disclosed in the nonprovisional patent application entitled Autonomous Lock-On Target Tracking with Geospatial Aware PTZ Cameras with inventors Fereydoun Maali, Dilip Swaminathan, and Marvin Wade Barnes to be filed on or about March 15, 2014.

3. **Assignment.** In exchange for one dollar (\$1.00) and other valuable consideration, of which Assignor acknowledges receipt, Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest that Assignor may have or acquire in the Invention and all patents and patent applications arising therefrom, filed, or to be filed in any and all countries, including all divisions, reissues, continuations, continuations-in-part, and extensions thereof, and all rights of priority resulting from the filing of patent applications. Assignor transfers and assigns the right and ability to apply for patents based on the Invention. Assignor authorizes and requests any official whose duty it is to issue patents to issue any patent to Assignee or its successors and assigns. Assignor agrees that on request and without further consideration but at the expense of Assignee, Assignor will communicate to Assignee any facts known to Assignor respecting the Invention or patents and patent applications arising therefrom and testify in any legal proceeding, sign all lawful papers, execute all original, divisional, continuing, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee in obtaining and enforcing patent protection in all countries.

4. **Term.** This Agreement shall remain in full force and effect for the enforceable life of any patents directed to the Invention.

5. **Representations and Warranties.** Assignor represents and warrants that Assignor has the entire right, title, and interest in the Invention and has the right to convey the entire right, title, and interest without limitation. Assignor represents and warrants that the entire right, title, and interest in the Invention is hereby transferred and assigned free and clear of any encumbrances.

6. **Governing Law.** Arizona law shall govern this Agreement.

7. **Attorney's Fees.** In any proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and other expenses incurred in connection with such proceeding.

8. **Arbitration.** Disputes not resolved by agreement of the parties arising out of this Agreement will be submitted to binding arbitration in metropolitan Phoenix, before a single arbitrator or, if the parties cannot agree upon a single arbitrator, before a panel of three arbitrators, one selected by each



## ASSIGNMENT OF RIGHTS

This agreement is between Fereydoun Maali ("Assignor"), 15608 N. 71<sup>st</sup> St., Scottsdale, Arizona 85254, and PureTech Systems, Inc. ("Assignee"), 1950 W. Rose Garden Ln. Suite 140, Phoenix, Arizona 85027 (jointly, "the Parties").

1. **Recitals.** Assignor is an employee of Assignee. Assignee is an Arizona company engaged in the business of developing visual analytics software and products. Assignor has the right to assign his entire right, title, and interest in the Invention and desires to do so in exchange for consideration, and Assignee desires to acquire the entire right, title, and interest in the Invention and any patents or patent applications arising out of the Invention.

2. **The Invention.** The "Invention" means the subject matter disclosed in the nonprovisional patent application entitled Autonomous Lock-On Target Tracking with Geospatial Aware PTZ Cameras with inventors Fereydoun Maali, Dilip Swaminathan, and Marvin Wade Barnes to be filed on or about March 15, 2014.

3. **Assignment.** In exchange for one dollar (\$1.00) and other valuable consideration, of which Assignor acknowledges receipt, Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest that Assignor may have or acquire in the Invention and all patents and patent applications arising therefrom, filed, or to be filed in any and all countries, including all divisions, reissues, continuations, continuations-in-part, and extensions thereof, and all rights of priority resulting from the filing of patent applications. Assignor transfers and assigns the right and ability to apply for patents based on the Invention. Assignor authorizes and requests any official whose duty it is to issue patents to issue any patent to Assignee or its successors and assigns. Assignor agrees that on request and without further consideration but at the expense of Assignee, Assignor will communicate to Assignee any facts known to Assignor respecting the Invention or patents and patent applications arising therefrom and testify in any legal proceeding, sign all lawful papers, execute all original, divisional, continuing, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee in obtaining and enforcing patent protection in all countries.

4. **Term.** This Agreement shall remain in full force and effect for the enforceable life of any patents directed to the Invention.

5. **Representations and Warranties.** Assignor represents and warrants that Assignor has the entire right, title, and interest in the Invention and has the right to convey the entire right, title, and interest without limitation. Assignor represents and warrants that the entire right, title, and interest in the Invention is hereby transferred and assigned free and clear of any encumbrances.

6. **Governing Law.** Arizona law shall govern this Agreement.

7. **Attorney's Fees.** In any proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and other expenses incurred in connection with such proceeding.

8. **Arbitration.** Disputes not resolved by agreement of the parties arising out of this Agreement will be submitted to binding arbitration in metropolitan Phoenix, before a single arbitrator or, if the

parties cannot agree upon a single arbitrator, before a panel of three arbitrators, one selected by each party (within 10 days after notice of a dispute and failure to agree upon a single arbitrator) and a third arbitrator selected by the selected two arbitrators. The selection of arbitrators and all arbitration proceedings will be in accordance with the rules of the American Arbitration Association, as amended to the date of the proceedings, and judgment upon the award may be entered in any court having jurisdiction. The arbitrators must render a decision within 30 days after their appointment and may award the costs of arbitration as they see fit.

**9. Reformation and Severability.** If any section of this Agreement is deemed invalid or unreasonable by a court or arbitrator, such section shall be severable from the remainder of this Agreement, which shall be enforced according to its terms irrespective of the enforceability of the invalid or unreasonable section, provided such enforcement is consistent with the general intent of the Parties as evidenced by this Agreement as a whole.

**10. Execution and Effective Date.** IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of \_\_\_\_\_.

Assignor: Fereydoun Maali

Assignee: Pure Tech Systems, Inc.

By: Fereydoun Maali

By: Larry Bowe Jr.

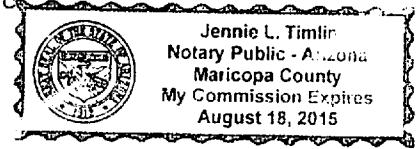
*Fereydoun Maali*  
15608 N. 71<sup>st</sup> St.  
Scottsdale, Arizona 85254

*Larry Bowe Jr.*  
1950 W. Rose Garden Ln. Suite 140  
Phoenix, Arizona 85027

State of Arizona     )  
                                  )     ss.  
County of Maricopa    )

Subscribed and sworn to before me this 13 day of March 2014.  
Larry Bowe Jr. only

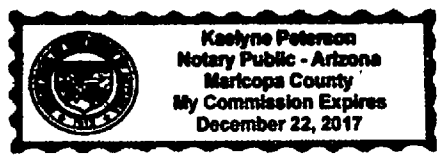
*Jennie L. Timlin*  
Notary Public



State of Arizona }  
County of Maricopa }

On this 13 day of MARCH, 2014, before me personally appeared Fereydoun Maali (name of signer), whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed the above/attached document.

(seal) *Kaelyne Peterson*  
Notary Public



## ASSIGNMENT OF RIGHTS

This agreement is between Travis A. Woodrow ("Assignor"), 1227 N 13th Ave, Tucson, Arizona 85705, and PureTech Systems, Inc. ("Assignee"), 1950 W. Rose Garden Ln. Suite 140, Phoenix, Arizona 85027 (jointly, "the Parties").

1. **Recitals.** Assignor is an employee of Assignee. Assignee is an Arizona company engaged in the business of developing visual analytics software and products. Assignor has the right to assign his entire right, title, and interest in the Invention and desires to do so in exchange for consideration, and Assignee desires to acquire the entire right, title, and interest in the Invention and any patents or patent applications arising out of the Invention.
2. **The Invention.** The "Invention" means the subject matter disclosed in the nonprovisional patent application entitled Autonomous Lock-On Target Tracking with Geospatial Aware PTZ Cameras with inventors Fereydoun Maali, Dilip Swaminathan, Marvin Wade Barnes, and Travis A. Woodrow to be filed on or about December 9, 2014.
3. **Assignment.** In exchange for one dollar (\$1.00) and other valuable consideration, of which Assignor acknowledges receipt, Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest that Assignor may have or acquire in the Invention and all patents and patent applications arising therefrom, filed, or to be filed in any and all countries, including all divisions, reissues, continuations, continuations-in-part, and extensions thereof, and all rights of priority resulting from the filing of patent applications. Assignor transfers and assigns the right and ability to apply for patents based on the Invention. Assignor authorizes and requests any official whose duty it is to issue patents to issue any patent to Assignee or its successors and assigns. Assignor agrees that on request and without further consideration but at the expense of Assignee, Assignor will communicate to Assignee any facts known to Assignor respecting the Invention or patents and patent applications arising therefrom and testify in any legal proceeding, sign all lawful papers, execute all original, divisional, continuing, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee in obtaining and enforcing patent protection in all countries.
4. **Term.** This Agreement shall remain in full force and effect for the enforceable life of any patents directed to the Invention.
5. **Representations and Warranties.** Assignor represents and warrants that Assignor has the entire right, title, and interest in the Invention and has the right to convey the entire right, title, and interest without limitation. Assignor represents and warrants that the entire right, title, and interest in the Invention is hereby transferred and assigned free and clear of any encumbrances.
6. **Governing Law.** Arizona law shall govern this Agreement.
7. **Attorney's Fees.** In any proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and other expenses incurred in connection with such proceeding.
8. **Arbitration.** Disputes not resolved by agreement of the parties arising out of this Agreement will be submitted to binding arbitration in metropolitan Phoenix, before a single arbitrator or, if the





## ASSIGNMENT OF RIGHTS

This agreement is between Marvin Wade Barnes ("Assignor"), 6126 W. Shangri La Road, Glendale, Arizona 85304, and PureTech Systems, Inc. ("Assignee"), 1950 W. Rose Garden Ln. Suite 140, Phoenix, Arizona 85027 (jointly, "the Parties").

1. **Recitals.** Assignor is an employee of Assignee. Assignee is an Arizona company engaged in the business of developing visual analytics software and products. Assignor has the right to assign his entire right, title, and interest in the Invention and desires to do so in exchange for consideration, and Assignee desires to acquire the entire right, title, and interest in the Invention and any patents or patent applications arising out of the Invention.

2. **The Invention.** The "Invention" means the subject matter disclosed in the nonprovisional patent application entitled Autonomous Lock-On Target Tracking with Geospatial Aware PTZ Cameras with inventors Fereydoun Maali, Dilip Swaminathan, and Marvin Wade Barnes to be filed on or about March 15, 2014.

3. **Assignment.** In exchange for one dollar (\$1.00) and other valuable consideration, of which Assignor acknowledges receipt, Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest that Assignor may have or acquire in the Invention and all patents and patent applications arising therefrom, filed, or to be filed in any and all countries, including all divisions, reissues, continuations, continuations-in-part, and extensions thereof, and all rights of priority resulting from the filing of patent applications. Assignor transfers and assigns the right and ability to apply for patents based on the Invention. Assignor authorizes and requests any official whose duty it is to issue patents to issue any patent to Assignee or its successors and assigns. Assignor agrees that on request and without further consideration but at the expense of Assignee, Assignor will communicate to Assignee any facts known to Assignor respecting the Invention or patents and patent applications arising therefrom and testify in any legal proceeding, sign all lawful papers, execute all original, divisional, continuing, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee in obtaining and enforcing patent protection in all countries.

4. **Term.** This Agreement shall remain in full force and effect for the enforceable life of any patents directed to the Invention.

5. **Representations and Warranties.** Assignor represents and warrants that Assignor has the entire right, title, and interest in the Invention and has the right to convey the entire right, title, and interest without limitation. Assignor represents and warrants that the entire right, title, and interest in the Invention is hereby transferred and assigned free and clear of any encumbrances.

6. **Governing Law.** Arizona law shall govern this Agreement.

7. **Attorney's Fees.** In any proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and other expenses incurred in connection with such proceeding.

8. **Arbitration.** Disputes not resolved by agreement of the parties arising out of this Agreement will be submitted to binding arbitration in metropolitan Phoenix, before a single arbitrator or, if the

parties cannot agree upon a single arbitrator, before a panel of three arbitrators, one selected by each party (within 10 days after notice of a dispute and failure to agree upon a single arbitrator) and a third arbitrator selected by the selected two arbitrators. The selection of arbitrators and all arbitration proceedings will be in accordance with the rules of the American Arbitration Association, as amended to the date of the proceedings, and judgment upon the award may be entered in any court having jurisdiction. The arbitrators must render a decision within 30 days after their appointment and may award the costs of arbitration as they see fit.

9. **Reformation and Severability.** If any section of this Agreement is deemed invalid or unreasonable by a court or arbitrator, such section shall be severable from the remainder of this Agreement, which shall be enforced according to its terms irrespective of the enforceability of the invalid or unreasonable section, provided such enforcement is consistent with the general intent of the Parties as evidenced by this Agreement as a whole.


10. **Execution and Effective Date.** IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of \_\_\_\_\_.

Assignor: **Marvin Wade Barnes**

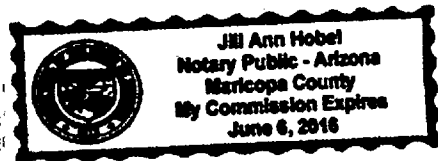
Assignee: **Pure Tech Systems, Inc.**

By: Marvin Wade Barnes

By: Larry Bowe Jr.

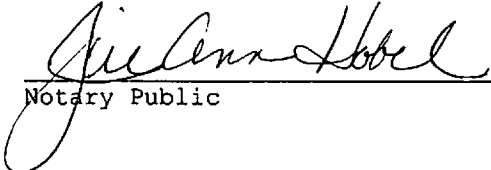
  
6126 W. Shangri La Road  
Glendale, Arizona 85304


  
1950 W. Rose Garden Ln. Suite 140  
Phoenix, Arizona 85027



State of Arizona )  
 ) ss.  
County of Maricopa )

Subscribed and sworn to before me this 17 day of March 2014.

  
Notary Public

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.  
This instrument was acknowledged before me this 7 day of March, 2014, by Marvin W. Barnes  
in witness whereof I herewith set my hand and official seal  
  
NOTARY PUBLIC

