503099842 12/15/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3146449

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
DILIP SWAMINATHAN	03/17/2014
FEREYDOUN MAALI	03/13/2014
TRAVIS A. WOODROW	12/12/2014
MARVIN WADE BARNES	03/17/2014

RECEIVING PARTY DATA

Name:	PURETECH SYSTEMS, INC.
Street Address:	1950 W. ROSE GARDEN LN. SUITE 140
City:	PHOENIX
State/Country:	ARIZONA
Postal Code:	85027

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14569785

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 602 281 6481

Email: patent@galvanilegal.com
Correspondent Name: THOMAS W. GALVANI, P.C.
Address Line 1: 3519 E. SHEA BLVD. SUITE 129
Address Line 4: PHOENIX, ARIZONA 85028

ATTORNEY DOCKET NUMBER:	6035-P3CIP1
NAME OF SUBMITTER:	THOMAS W. GALVANI
SIGNATURE:	/Thomas W. Galvani/
DATE SIGNED:	12/15/2014

Total Attachments: 8

source=6035-P3CIP1-Assignment_Dilip#page1.tif source=6035-P3CIP1-Assignment_Dilip#page2.tif source=6035-P3CIP1-Assignment_Fereydoun#page1.tif

PATENT 503099842 REEL: 034502 FRAME: 0644

source=6035-P3CIP1-Assignment_Fereydoun#page2.tif source=6035-P3CIP1-Assignment_Travis#page1.tif source=6035-P3CIP1-Assignment_Travis#page2.tif source=6035-P3CIP1-Assignment_Wade#page1.tif source=6035-P3CIP1-Assignment_Wade#page2.tif

> PATENT REEL: 034502 FRAME: 0645

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. Assignce 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 issues 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 between Dilip Swaminathan and PureTech Systems, Inc. - page 1 of 2

PATENT REEL: 034502 FRAME: 0646 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 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.	
Assignor: Dilip Swaminathan	Assignee: Pure Tech Systems, Inc.
By: Dilip Swaminathan S Dir 41 Altezza Irvine, California 92606	By: Larry Bowe Jr. 1950 W. Røse Garden Ln. Suite 140 Phoenix, Arizona 85027
Notary observing the signature of Dilip Swaminaths State of California) State of California DON S. PARK Commission # 2021655 Notary Public - California Orange County My Comm. Expires May 21, 2017	
Notary observing the signature of Larry Bowe Jr.: State of Arizona) ss.	s 17 day of March 2014. Quantovel

Assignment of Rights between Dilip Swaminathan and PureTech Systems, Inc. - page 2 of 2



REEL: 034502 FRAME: 0647

This agreement is between Fereydoun Maali ("Assignor"), 15608 N. 71st 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 issues 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 between Fereydoun Maali and PureTech Systems, Inc. - page 1 of 2

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 the Agreement as of	
Assignor: Fereydoun Maali	Assignee: Pure Tech Systems, Inc.
By: Fereydoun Maali	By: Larry Bowe Jr.
Maale	Turn Bonel.
15608 N. 71st St.	1950 W. Rose Garden Ln. Suite 140
Scottsdale, Arizona 85254	Phoenix, Arizona 85027

) ss.		
County of Maricopa)		
Subscribed and sworn to before me this _ Larry Bowe Jr. Only	Jame Henl	·
State of Arteons Country of MOUNTOON On this 2 day of MOUNTO 20 14 before me personally appeared	Notary Public Jennie L Notary Publi Maricopa My Commiss August 1	County ion Expires
Ferendam Mani (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 admountedged that heisthe signed the abovelettached document. (see a) **Notary Public **	Kastyne Peterson Notary Public - Artzona Maricopa County My Commission Expires December 22, 2017	

Assignment of Rights between Fereydoun Maali and PureTech Systems, Inc. - page 2 of 2

State of Arizona

)

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 issues 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 between Travis A. Woodrow and PureTech Systems, Inc. - page 1 of 2

parties cannot agree upon a single orbitrator, 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.

Agreement as of	ITNESS WHEREOF, the Parties have duly executed this This , each of which shall be deemed an original, but all of ment.
Assignor: Travis A. Woodrow	Assignce: Pure Tech Systems, Inc.
By: Travis A. Woodrow	By: Larry Bowe In
Two Utalian 1227 N. 13th Ave. Tucson, Arizona 85705	1950 W. Roye Garden Un. Suite 140 Phoenix, Arizona 85027
Notary observing the signature of Travis A. W	/oodrow:
and of Mariana and American Firms	
en en topsfore m	o this M ^{tt} day of <u>DECENTEE</u> .
HRENTON VARNER NOTARY PUBLIC - ARIZONA Pima County My Commission Expires July 11, 2018	Notary Function
sotary observing the signature of Larry Bowi	e Ir.:
	in Sugar-duer 2014
A CONTRACT OF THE CONTRACT OF	2 December 2014
ROY LIFERANT ACTOR Y PAULIE ACTOR ACTOR COLOR COLOR ACTOR COLOR	No. 3 r. 9 F. Ibilia

Assignment of Rights between Travis A. Woodrow and PareTech Systems, Inc. - page 2 of 2

Policidary 1, 2218

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 issues 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 between Marvin Wade Barnes and PureTech Systems, Inc. - page 1 of 2

PATENT REEL: 034502 FRAME: 0652 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 6126 W. Shangri La Road Glendale, Arizona 85304	By: Larry Bowe Jr. 1950 W. Røse Garden Ln. Suite 140 Phoenix, Arizona 85027
/ · · ·	Jii Ann Hobel Notary Public - Artzone Maricopa County My Commission Expires June 6, 2018
State of Arizona)) ss. County of Maricopa) Subscribed and sworn to before me	this 17 day of
STATE OF ARIZONA COMMY OF MARICOPA This instrument was acknowledged before me this 7 day of Local, 20 14, by Marrio The Marris whereof I herewith set my hand and official seal HOTERS whereof I herewith set my hand and official seal	Notary Public ROY URBANC Notary Public - Arizona MARICOPA COUNTY My Commission Expires
NOTARY PUBLIC	February 7, 2016

Assignment of Rights between Marvin Wade Barnes and PureTech Systems, Inc. - page 2 of 2