

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3210796

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BEHAVIORAL RECOGNITION SYSTEMS, INC.	01/20/2015
RECEIVING PARTY DATA		
Name:	9051147 CANADA INC.	
Street Address:	2900 - 550 BURRARD STREET	
City:	VANCOUVER	
State/Country:	CANADA	
Postal Code:	V6C 0A3	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8064695
CORRESPONDENCE DATA		
Fax Number:	(202)861-1783	
<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:	2028611500	
Email:	patents@bakerlaw.com	
Correspondent Name:	HUSSEIN AKHAVANNIK	
Address Line 1:	1050 CONNECTICUT AVENUE, NW	
Address Line 2:	SUITE 1100	
Address Line 4:	WASHINGTON, D.C. 20036-5304	
NAME OF SUBMITTER:	HUSSEIN AKHAVANNIK	
SIGNATURE:	/Hussein Akhavannik/	
DATE SIGNED:	02/04/2015	
Total Attachments: 2		
source=BRS Assignment - U.S. Patent 8,064,695#page1.tif		
source=BRS Assignment - U.S. Patent 8,064,695#page2.tif		

Assignment of Patent Rights

This Assignment of Patent Rights (the "Assignment") is executed, acknowledged and delivered by **BEHAVIORAL RECOGNITION SYSTEMS, INC.**, a corporation organized and existing under the laws of the State of Texas, with its principal place of business at 2100 West Loop South, 9th Floor, Houston, TX 77027 ("Assignor"), in accordance with, and pursuant to the terms and conditions of the Patent Purchase Agreement having an Effective Date of January 20, 2015, (the "Agreement") between Assignor, as Seller, and **9051147 Canada Inc.**, a corporation organized and existing under the laws of Canada ("Assignee"). Capitalized terms used herein and not expressly defined will have the meaning ascribed to such terms in the Agreement.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to and does hereby irrevocably sell, assign, transfer and convey unto said Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest (i) in and to (a) U.S. Patent No. 8,064,695, filed on May 29, 2008, issued on November 22, 2011, entitled "**Dark Scene Compensation In A Background-Foreground Module Of A Video Analysis System**" (the "Patent"), (b) patents or patent applications (1) to which the Patent claims priority, (2) for which the Patent forms a basis for priority, (3) that were co-owned applications that incorporate by reference the Patent (excluding for this purpose mere prior art references that are not incorporated by reference) and/or (4) which are subject to a terminal disclaimer with the Patent; (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in the foregoing categories (a) and (b); (d) foreign patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention and utility models; and (e) any items in any of the foregoing categories (b) through (d) whether or not expressly listed as the Patent and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like (the Patent, together with the items listed in subsections (b) through (e), collectively, the "Assigned Patent"), the same to be held and enjoyed by said Assignee for its own use, and for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said Assigned Patent may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (ii) in and to causes of action and enforcement rights for the Assigned Patent, including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Assigned Patent; and (iii) to apply in any and all countries for patents, certificates of invention or other governmental grants for the Assigned Patent. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon the Assigned Patent in the name of Assignee, as the assignee to the entire interest therein.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement. In the event of any conflict between the terms of this Assignment and those of the Agreement, the terms of the Agreement will be controlling.

This Assignment will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

This Assignment will be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of this 19 day of January 2015.

**BEHAVIORAL RECOGNITION
SYSTEMS, INC.**

By: Wesley K. Cobb

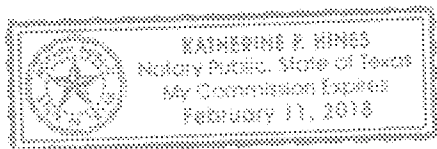
Name: Wesley K. Cobb

Title: Chief Science Officer

STATE OF)
) SS.
COUNTY OF)

On this 19th day of January 2015, there appeared before me Wesley K. Cobb personally known to me, who acknowledged that he/she signed the foregoing Assignment of Patent Rights as his/her voluntary act and deed on behalf and with full authority of Assignor.

EXECUTED on Jan 19, 2015 (date)



Katherine P. Hines

Notary Public: Katherine P. Hines