

PATENT ASSIGNMENT COVER SHEET

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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:	8786702
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 8,786,702#page1.tif	
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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 28, 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. 8,786,702, filed on August 31, 2009, issued on July 22, 2014, entitled "Visualizing And Updating Long-Term Memory Percepts In A Video Surveillance 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.

