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PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT			
CONVEYING PARTY D	ΑΤΑ				
		Name	Execution Date		
CHRISTOPHER MONK	IEWICZ		06/04/2015		
JAMIE WESTELL			06/04/2015		
SINA AFROOZE			02/26/2006		
RECEIVING PARTY DA	TA				
Name:	AVIGILO	N CORPORATION			
Street Address:	BOX 378	X 378 #101-1001 WEST BROADWAY			
City:	VANCOU	NCOUVER			
State/Country:	CANADA	ADA			
Postal Code:	V6H 4E4				
Application Number:	14	1866379			
Application Number.	14	6000373			
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INVENTION ASSIGNMENT FOR JOINT INVENTORS

This Assignment is dated as of June 06, 2015.

WHEREAS, we, **Christopher Monkiewicz**, whose address is 4th Floor – 858 Beatty Street, Vancouver, British Columbia, Canada V6B 1C1, **Jamie Westell**, whose full post office address is 4th Floor – 858 Beatty Street, Vancouver, British Columbia, Canada V6B 1C1, and **Sina Afrooze**, whose address is 4th Floor – 858 Beatty Street, Vancouver, British Columbia, Canada V6B 1C1 (each an "**Inventor**") have jointly invented an invention entitled: **METHOD AND SYSTEM FOR ADJUSTING CAMERA FOCUS TO FACILITATE INFRARED IMAGING** (the "**Invention**"), which is described in the following patent applications:

U.S. Application No. <u>62/055,601</u>

WHEREAS, Avigilon Corporation (the **"Assignee**"), having a mailing address at Box 378 #101-1001 West Broadway, Vancouver, British Columbia, Canada, V6H 4E4, is desirous of confirming that the Assignee has acquired and has had assigned to it, and by way of further assurances is desirous of acquiring and having assigned to it, the full right, title, and interest in, to and associated with the Invention and in and to any and all letters patent that might be granted for the Invention or any part of the Invention in any and all countries and jurisdictions; and

WHEREAS each of the Inventors has agreed to make that assignment and give those assurances.

NOW, THEREFORE, in consideration of the foregoing premises and the sum of one dollar (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each Inventor), EACH OF THE INVENTORS HEREBY COVENANTS AND AGREES WITH THE ASSIGNEE AS FOLLOWS:

1. Each of the Inventors hereby confirms that each of the Inventors has unconditionally and irrevocably sold, assigned, and transferred absolutely, and by way of further assurances does hereby unconditionally and irrevocably sell, assign, and transfer absolutely, to the Assignee the full and exclusive right, title, and interest in, to and associated with: (a) the Invention worldwide; (b) any and all applications for patents and registrations (including utility patents, design patents and industrial design registrations) for the Invention or any part of the Invention in any and all countries and jurisdictions and under any and all conventions and treaties, including the right to claim for each of those applications any priority rights to which the applications are entitled under conventions, treaties or otherwise, and all divisions,

extensions, continuations, continuations-in-part, provisionals, non-provisionals, substitutions, and renewals thereof; (c) all letters patent and issued registrations (including letters patent for utility patents and design patents and issued registrations for industrial design registrations) that may be granted therefore in any and all countries and jurisdictions, and any renewals, reissues, re-examinations or extensions thereof (collectively the "Letters **Patent**"), and (d) the exclusive right to bring or participate in any proceeding for past infringement or any other actionable right under any and all of the foregoing and to receive any and all remedies that arise therefrom, to the end of the term for which the Letters Patent may be granted, as fully and entirely as the same would have been held by each of the Inventors had this Assignment not been made.

- 2. Each of the Inventors hereby authorizes and requests the patent offices in any and all countries and jurisdictions to issue any and all of the Letters Patent, when granted, to the Assignee.
- 3. Each of the Inventors hereby agrees that each of the Inventors will communicate to the Assignee or the Assignee's representatives any facts known to any of the Inventors respecting the Invention, and will testify in any and all legal proceeding, sign any and all lawful papers, execute any and all papers relating to any and all applications for Letters Patent (including all divisionals, continuations, continuations-in-part, extensions, renewals, provisionals, non-provisionals or substitutes thereof) and the Letters Patent (including any renewal, re-examination, extension, and reissue of the Letters Patent), execute any and all necessary assignment papers to cause any and all of the Letters Patent to be issued to the Assignee, make any and all rightful oaths, and generally do everything possible to aid the Assignee, and the Assignee's successors and assigns, to obtain and enforce proper protection for the Invention and the Letters Patent in any and all countries and jurisdictions.
- 4. Each of the Inventors hereby authorizes the firm of Gowling Lafleur Henderson, or any other person as the Assignee may designate in the Assignee's absolute and unfettered discretion, to correct errors in this Assignment or to insert in this Assignment any further identification or other information (including details of the patent applications) necessary or desirable to make this Assignment suitable for use or recordal in any country or jurisdiction.
- 5. Each of the Inventors represents and warrants as follows: (a) the Inventors are the only inventors of the Invention; (b) except for prior transfers and assignments to the Assignee, none of the Inventors has assigned, transferred, licensed or otherwise encumbered any right,

- 2 -

title or interest in, to or associated with the Invention or any related applications for patents or registrations or any of the Letters Patent; (c) the terms of this Assignment are fair and reasonable; (d) the Assignee has recommended that each of the Inventors obtain the advice and assistance of independent legal and financial advisors respecting this Assignment before any of the Inventors execute and deliver this Assignment, and the Assignee has provided sufficient time and opportunity for each of the Inventors to do so.

- 6. This Assignment may be executed in one or more counterparts, each of which may be delivered by electronic format, and each executed and delivered counterpart will be deemed an original and all counterparts will together constitute one and the same document, and the date of each of the signatures will be deemed the date first above mentioned. If some but not all of the Inventors execute this Assignment, then this Assignment will form a binding agreement between the Assignee and each Inventor who has executed this Assignment.
- 7. In this Assignment, (a) a reference to "this Assignment" and other similar terms refers to this Assignment as a whole, and not just to the particular provision in which those words appear; (b) headings are for reference only and do not define, limit or enlarge the scope or meaning of this Assignment or any of its provisions; (c) words importing the singular number only include the plural, and vice versa; (d) "person" includes an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, society and any other legal entity; and (e) "including" or "includes" means including or includes, as applicable, without limitation or restriction.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

IN WITNESS WHEREOF Christopher Monkiewicz has signed, sealed and delivered this Assignment.

_____ (SEAL) Inventor Signature

WITNESS FOR Christopher Monkiewicz:

On this 4th day of June , 2015, Christopher Monkiewicz who is personally known to me, appeared before me and executed this Assignment and acknowledged that this Assignment is his/her own free act and deed.

Witness Signature Name: Street. Address: 40k

IN WITNESS WHEREQF Jamie Westell has signed, sealed and delivered this Assignment.

(SEAL) Inventor Signature

WITNESS FOR Jamie Westell:

On this <u>4</u>th day of <u>June</u>, 20 <u>15</u>, Jamie Westell who is personally known to me, appeared before me and executed this Assignment and acknowledged that this Assignment is his/her own free act and deed.

Witness Signature Christine. Name: Botty Str. Van. BC. Address: 4

IN WITNESS WHEREOF Sina Afrooze has signed, sealed and delivered this Assignment.

Inventor Signature (SEAL)

WITNESS FOR Sina Afrooze:

On this _____day of _____, 20____, Sina Afrooze who is personally known to me, appeared before me and executed this Assignment and acknowledged that this Assignment is his/her own free act and deed.

Witness Signature
Name:
Address:

IN WITNESS WHEREOF the Assignee has signed this Assignment.

By Avigilon Corporation Authorized Signatory Name: Cyrillie Shippan Title: Manyon Intelletel Property

<u>Confidential Information, Assignment Of Inventions,</u> <u>and Non-Solicitation Agreement</u>

This Agreement is made as of this <u>25</u> day of February, 2006 by and between Sina Afrooze of Coquitlam, B.C. ("You") and Avigilon Corporation ("Company") of Vancouver, B.C.

NOW THEREFORE THIS AGREEMENT WITNESSES that for and in consideration of the sum of \$1.00 and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and in consideration of the Company agreeing to employ you and your compensation, you hereby covenant and agree as follows:

1.2 The term "Confidential and Proprietary Information" as used in this Agreement means all trade secrets, proprietary information and other data or information (in any form or medium) relating to or owned by the Company or relating to or connected with the Company or its business or both, whether prepared, conceived or developed by an employee of the Company (including you) or received by the Company from an outside source and which is maintained in confidence by the Company or any of its customers to obtain a competitive advantage over competitors who do not have access to such trade secrets, proprietary information, or other data or information. Without limiting the generality of the foregoing, Confidential and Proprietary Information includes:

(a) any ideas, improvements, know-how, research, inventions, innovations, products, services, sales, scientific or other formulae, patterns, processes, methods, machines, manufactures, compositions, procedures. tests. treatments. developments, discoveries, technical or other data, designs, devices, concepts, computer material such as programs, instructions, source and object code, training or service manuals, plans for new or revised services or products or other plans, items or strategy methods on compilation of information, or works in process, or any Invention (as defined in Section 2 below), or parts thereof, and any and all revisions and improvements relating to any of the foregoing (in each case whether or not reduced to tangible form), that relate to the business or affairs of the Company or its parent, subsidiary or affiliated companies, or that result from its marketing, research and/or development activities;

Page 1 of 6



Page 2 of 6

2. <u>Inventions</u>

2.1 You agree that all Confidential and Proprietary Information and all other discoveries, inventions, ideas, concepts, processes, products, protocols, treatments, methods, tests and improvements, computer programs or parts thereof, conceived, developed, reduced to practice or otherwise made by you, either alone or with others, that in any way relates to the present or proposed programs, services, products or business of the Company, or to tasks assigned to you during the period of your employment by the Company, whether or not conceived, developed, reduced to practice or made during your working hours (collectively, "Inventions"), and any and all services and products which embody, emulate or employ any such Invention, shall be the sole property of the Company and all copyrights, patents, patent rights, trademarks, service marks and reproduction rights to, and other proprietary rights in, each such Invention, whether or not patentable or copyrightable, shall belong exclusively to the Company. For purposes of the copyright laws of the United States of America, to the extent, if any, that such laws are applicable to any such Invention or any such service or product, it shall be considered a work made for hire and the Company shall be considered the author thereof.

2.3 You hereby assign to the Company or its nominee, their successors or assigns, all your rights, title and interest in and to the Inventions.



2.6 You further represent and warrant that you do not claim rights in, or otherwise exclude from this Agreement, any Invention except as listed on Schedule "A" hereto.

2.7 Your obligations in this section 2 shall continue beyond your termination of employment with respect to Inventions authored, conceived or made by you during the entire course of your employment with the Company and shall be binding upon your assigns, executors, administrators and other legal representatives.

Page 3 of 6

Page 4 of 6



5.9 The provisions of this Agreement shall survive the termination of your employment with the Company for any reason.

Witness

Address

Occupation

Loog Employee Signature

Avigilon Corporation

Authorized Signatory

Page 5 of 6

Exhibit "A" List of Excluded Inventions

1. Method and apparatus for correcting banding of imaged regular patterns

PATENT REEL: 036662 FRAME: 0031

RECORDED: 09/25/2015