PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3683299

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	CORRECT AN ERROR IN COVER SHEET PREVIOUSLY RECORDED AT REEL/FRAME: 037316/0842; ASSIGNOR "REDCIOUD SECURITY, INC." SHOULD READ "REDCLOUD SECURITY, INC."
RESUBMIT DOCUMENT ID:	503621918

CONVEYING PARTY DATA

Name	Execution Date
REDCLOUD SECURITY, INC.	12/11/2015

RECEIVING PARTY DATA

Name:	AVIGILON PATENT HOLDING 2 CORPORATION
Street Address:	2900-550 BURRARD STREET
City:	VANCOUVER
State/Country:	CANADA
Postal Code:	V6C OA3

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	8122497
Patent Number:	8533814

CORRESPONDENCE DATA

Fax Number: (215)568-3439

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: 2155683100

Email: patents@bakerlaw.com

Correspondent Name: BAKER & HOSTETLER LLP

Address Line 1: 2929 ARCH STREET

Address Line 2: CIRA CENTRE, 12TH FLOOR

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19104

ATTORNEY DOCKET NUMBER:	092283.000305 & 000306
NAME OF SUBMITTER:	HEATHER LUNCEFORD
SIGNATURE:	/Heather Lunceford/
DATE SIGNED:	01/06/2016

Total Attachments: 8

source=EPAS cover sheet 1 RedCloud to Avigilon Patent Holding 2 Corporation#page1.tif

PATENT REEL: 037425 FRAME: 0588

503636668

source=EPAS cover sheet 1 RedCloud to Avigilon Patent Holding 2 Corporation#page2.tif source=EPAS cover sheet 2 RedCloud to Avigilon Patent Holding 2 Corporation#page1.tif source=EPAS cover sheet 2 RedCloud to Avigilon Patent Holding 2 Corporation#page2.tif source=RedCloud to Avigilon Patent Holding 2 Corporation Assignment - executed#page1.tif source=RedCloud to Avigilon Patent Holding 2 Corporation Assignment - executed#page2.tif source=RedCloud to Avigilon Patent Holding 2 Corporation Assignment - executed#page3.tif source=RedCloud to Avigilon Patent Holding 2 Corporation Assignment - executed#page4.tif

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

	Name	Execution Date
F	REDCIOUD SECURITY, INC.	12/11/2015

RECEIVING PARTY DATA

Name:	AVIGILON PATENT HOLDING 2 CORPORATION
Street Address:	2900-550 BURRARD STREET
City:	VANCOUVER
State/Country:	CANADA
	V6C OA3

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	8122497
Patent Number:	8533814

CORRESPONDENCE DATA

Fax Number: (215)568-3439 Phone: 2155683100 **Email:**

patents@bakerlaw.com

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.

Correspondent Name: BAKER & HOSTETLER LLP Address Line 1: 2929 ARCH STREET Address Line 2: CIRA CENTRE, 12TH FLOOR

PHILADELPHIA, PENNSYLVANIA 19104 Address Line 4:

ATTORNEY DOCKET NUMBER: 092283.000305 & 000306 NAME OF SUBMITTER: HEATHER LUNCEFORD

Signature: /Heather Lunceford/ Date: 12/17/2015

Total Attachments: 4

Assignment

source=RedCloud to Avigilon Patent Holding 2 Corporation Assignment - executed#page1.tif source=RedCloud to Avigilon Patent Holding 2 Corporation Assignment - executed#page2.tif source=RedCloud to Avigilon Patent Holding 2 Corporation Assignment - executed#page3.tif source=RedCloud to Avigilon Patent Holding 2 Corporation Assignment - executed#page4.tif

RECEIPT INFORMATION

EPAS ID: PAT3663180 **Receipt Date:** 12/17/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CORRECT AN ERROR IN A COVER SHEET PREVIOUSLY RECORDED

CONVEYING PARTY DATA

Ï	Name	Execution Date
	REDCLOUD SECURITY, INC.	12/11/2015

RECEIVING PARTY DATA

Name:	AVIGILON PATENT HOLDING 2 CORPORATION
Street Address:	2900-550 BURRARD STREET
City:	VANCOUVER
State/Country:	CANADA
	V6C OA3

PROPERTY NUMBERS Total: 2

Property Type	Number	
Patent Number:	8122497	
Patent Number:	8533814	

CORRESPONDENCE DATA

Fax Number: (215)568-3439 Phone: 2155683100 Email:

patents@bakerlaw.com

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.

Correspondent Name: BAKER & HOSTETLER LLP Address Line 1: 2929 ARCH STREET Address Line 2: CIRA CENTRE, 12TH FLOOR

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19104

092283.000305 & 000306	
HEATHER LUNCEFORD	
/Heather Lunceford/	
12/21/2015	

Total Attachments: 6

Assignment

source=EASPAT3663180#page1.tif
source=EASPAT3663180#page2.tif
source=RedCloud to Avigilon Patent Holding 2 Corporation Assignment - executed#page1.tif
source=RedCloud to Avigilon Patent Holding 2 Corporation Assignment - executed#page2.tif
source=RedCloud to Avigilon Patent Holding 2 Corporation Assignment - executed#page3.tif
source=RedCloud to Avigilon Patent Holding 2 Corporation Assignment - executed#page4.tif

RECEIPT INFORMATION

EPAS ID: PAT3668549 **Receipt Date:** 12/21/2015

ASSIGNMENT OF PATENT RIGHTS

This Assignment of Patent Rights (the "Assignment") is executed, acknowledged and delivered by RedCloud Security, Inc. a corporation organized and existing under the laws of the State of Delaware, at the following address: 45610 Woodland Rd, Suite 130, Sterling, Virginia 20166 ("Assignor"), and Avigilon Patent Holding 2 Corporation, a corporation organized and existing under the laws of Canada, at the following address: 2900-550 Burrard Street, Vancouver, BC V6C 0A3 ("Assignee"). Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Agreement.

"Listed Patents" means the provisional patent applications, patent applications, and patents listed on Appendix A hereto.

"Patents" means, all (a) Listed Patents; (b) patents or patent applications (i) to which any of the Listed Patents claims priority, (ii) for which any of the Listed Patents forms a basis for priority, (iii) that were co-owned applications that incorporate by reference the Listed Patents (excluding for this purpose mere prior art references that are not incorporated by reference) and/or (iv) which are subject to a terminal disclaimer with any of the Listed Patents; (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b); (d) non-US 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 Listed Patents and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like.

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 the Patents, 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 Patents 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 Patents, including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patents; and (iii) to apply in any and all countries for patents, certificates of invention or other governmental grants for the Patents. 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 any of the Patents 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 shall be controlling.

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

This Assignment shall 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 a day of	RedCloud Security, Inc. By: Authorized Signatory: Joel Schuster Title: Director		
CITY OF VANCOUVER PROVINCE OF BRITISH COLUMBIA)) SS.)		
On this A day of Lecenter Joel Schwiffer, personally know foregoing Assignment of Patent Rights as authority of Assignor.	, 2015 there appeared before me wn to me, who acknowledged that he signed the his voluntary act and deed on behalf and with full		
EXECUTED on December 1			

IN WITNESS WHEREOF, Assignee has day of Ward 2015.	caused this Assignment to be executed as of this
man and a second	Avigilon Patent Holding 2 Corporation (Assignee)
	By: Authorized Signatory: Joel Schuster Title: Director
CITY OF VANCOUVER)) SS.
PROVINCE OF BRITISH COLUMBIA)
personally known to me, who acknowledge Rights as his voluntary act and deed on behavior	
EXECUTED on <u>Pe 6. //</u> , 20	115
	Name MÁNINDER MALLI
	A Notary Public in and for the Province of British Columbia

APPENDIX A

LISTED PATENTS

Patent Title	Application No.	Patent No.	Country
Networked Physical Securit Control System and Method	11/852,612	US 8,122,497	US
Networked Physical Securit Control System and Method	13/350,112	US 8,533,814	US