

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3735328

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MONROE M. THOMAS	03/13/2014
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:	15040597
CORRESPONDENCE DATA	
Fax Number:	(801)998-1573
<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:	6022816481
Email:	patent@galvanilegal.com
Correspondent Name:	THOMAS W. GALVANI
Address Line 1:	3519 E SHEA BLVD, SUITE 129
Address Line 4:	PHOENIX, ARIZONA 85028
ATTORNEY DOCKET NUMBER:	6035-P4C1
NAME OF SUBMITTER:	THOMAS W. GALVANI
SIGNATURE:	/Thomas W. Galvani/
DATE SIGNED:	02/11/2016
Total Attachments: 2	
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source=6035-P4C1-Assignment_Monroe#page2.tif	

ASSIGNMENT OF RIGHTS

This agreement is between Monroe M. Thomas ("Assignor"), #205-135 Dalhousie Street, Toronto, Ontario M5B 2S1, Canada, and PureTech Systems, Inc. ("Assignee"), 1950 W. Rose Garden Ln, Suite 140, Phoenix, Arizona 85027, US (jointly, "the Parties").

1. **Recitals.** Assignor was 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 non-provisional application entitled Background Modeling for Fixed, Mobile, and Step-and-Stare Video Camera Surveillance with inventors Fereydoun Maali, Monroe M. Thomas, and Dilip Swaminathan, to be filed on or about March 14, 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 issue 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 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 March 13, 2014.

Assignor: Monroe M. Thomas

Assignee: Pure Tech Systems, Inc.

By: Monroe M. Thomas

By: Larry Bowe Jr.

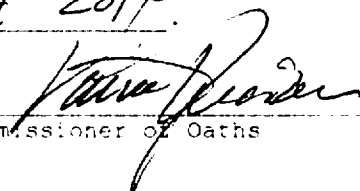
#205-135 Dalhousie Street
Toronto, Ontario M5B 2S1, Canada

1950 W. Rose Garden Ln. Suite 140
Phoenix, Arizona 85027, US

Commissioner observing the signature of Monroe M. Thomas:

City of Toronto)
) ss.
Province of Ontario)

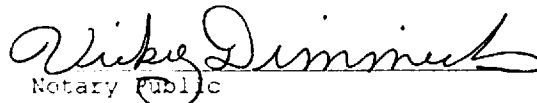
Sworn before me this 13TH day of MARCH 2014.


Commissioner of Oaths

Notary observing the signature of Larry Bowe Jr.:

State of Arizona)
) ss.
County of Maricopa)

Subscribed and sworn to before me this 13 day of 3, 2014.


Notary Public

Assignment of Rights between Monroe M. Thomas and PureTech Systems, Inc. – page 2 of 2

