PATENT ASSIGNMENT COVER SHEET

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
BEHAVIORAL RECOGNITION SYSTEMS, INC.	01/19/2015

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
Application Number:	14992973

CORRESPONDENCE DATA

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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.

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Correspondent Name: BAKER & HOSTETLER LLP
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ATTORNEY DOCKET NUMBER:	092283.000864
NAME OF SUBMITTER:	HEATHER LUNCEFORD
SIGNATURE:	/Heather Lunceford/
DATE SIGNED:	03/08/2016

Total Attachments: 2
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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 2̲0̲, 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. 8,923,609**, filed on **April 2, 2013**, issued on **December 30, 2014**, entitled **"Semantic Representation Module Of A Machine Learning Engine In 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.

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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)

Notary Public: _Katherine P. Hines_

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