

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
VIDEOMINING CORPORATION	05/28/2015
<b>RECEIVING PARTY DATA</b>	
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<b>Postal Code:</b>	94539
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12583080
<b>Application Number:</b>	12079624
<b>Application Number:</b>	12455295
<b>CORRESPONDENCE DATA</b>	
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<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>	
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<b>ATTORNEY DOCKET NUMBER:</b>	SECURITY AGREEMENT
<b>NAME OF SUBMITTER:</b>	SCOTT LANDIS
<b>SIGNATURE:</b>	/SCOTT LANDIS/
<b>DATE SIGNED:</b>	05/31/2016
<b>Total Attachments: 4</b>	
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source=SecurityAgreement#page2.tif	
source=SecurityAgreement#page3.tif	
source=SecurityAgreement#page4.tif	

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT ("Security Agreement") is executed as of this 28<sup>th</sup> day of May, 2015, by and between **VIDEOMINING CORPORATION** (the "Grantor") with an address at 403 South Allen Street, Suite 101, State College, Pennsylvania 16801, and Sanjay Mittal hereto (the "Lender"). This Security Agreement is incorporated into and made part of those certain Subscription Agreement ("Subscription Agreement") between the Grantor and the Lender dated May 28, 2015, and those certain Promissory Note (the "Note") executed by and between the Grantor and the Lender dated May 28, 2015. All capitalized terms not otherwise defined in this Security Agreement shall have the same meanings ascribed to such terms in the Notes.

As collateral security for the obligations under the Notes (the "Obligation"), the Grantor has agreed to grant a security interest in and to assign to the Lender the Patent Collateral (as hereinafter defined).

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Grant of Security Interest.** In consideration of the Loans and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure the Obligations, the Grantor does hereby assign and grant to the Lender a lien and security interest to attach and become effective only upon an Event of Default under the Notes in all of the Grantor's right, title and interest in and to (i) the United States Letters Patent and the inventions described and claimed therein set forth on Schedule "A" hereto (hereinafter referred to collectively as the "**Patents**"); (ii) the applications for Letters Patent and the inventions described and claimed therein set forth on Schedule "A" hereto and any United States Letters Patent which may be issued upon any of said applications (hereinafter referred to collectively as the "**Applications**"); (iii) any reissue, extension, division or continuation of the Patents or the Applications (such reissues, extensions, divisions and continuations being herein referred to collectively as the "**Reissued Patents**"); (iv) solely to the extent necessary to pay the Obligations, all future royalties or other fees paid or payment or payments made or to be made to the Grantor following an Event of Default in respect of the Patents; and (v) solely to the extent necessary to pay the Obligations, proceeds of any and all of the foregoing (the Patents, Applications, Reissued Patents and royalties and proceeds being herein referred to collectively as the "**Patent Collateral**"). For purposes of clarification, it is the intent that the security interests granted in the Patent Collateral shall only attach and become effective upon an Event of Default under the Notes.

2. **Representations and Warranties.** The Grantor warrants and represents to the Lender that: (a) Grantor is the true and lawful owner of the Patent Collateral; (b) the Grantor has full power and authority to execute and deliver this Security Agreement; (c) the Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Patent Collateral and the interests granted herein; and (d) the Patent Collateral and all interests granted herein are so granted free from all liens, charges and encumbrances of every kind and character (except as permitted hereunder).

3. **Negative Pledges.** The Grantor covenants to the Lender that on and after any Event of Default under any of the Notes, the Grantor will not sell, transfer, license or encumber the Patent Collateral or enter into any agreement or commitment to do any of the foregoing without the express written consent of the Lender. However, until such time as there exists such an Event of Default, Grantor shall have the right without such consent to sell, transfer and license the Patent Collateral, it being understood and agreed that Grantor shall have the right to monetize and realize benefits from the Patent Collateral unless an Event of Default shall have occurred. Notwithstanding the foregoing, and regardless of the existence of an Event of Default, so long as any Note remains outstanding, the Grantor shall not grant a lien or security interest on the Patent Collateral (other than to the Lender) without the express written consent of the Lender.

4. **Remedies Upon Default.** (a) Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under any of the Notes, the Grantor hereby covenants and agrees that the Lender, as the holder of a security interest under the Uniform Commercial Code, may, through the Lender (as defined below) take such action as permitted by law, in its exclusive discretion, to foreclose upon the Patent Collateral covered hereby.

(b) For such purposes, and in the event of the Grantor's Event of Default under any of the Notes and while such default or Event of Default exists, the Grantor hereby authorizes and empowers the Lender to make, constitute and appoint any member of the Lender as the Lender may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Lender to use the Patent Collateral or to grant or issue any exclusive or non-exclusive license under the Patent Collateral to anyone else, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral itself or to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that on and after an Event of Default under any of the Notes, this Security Agreement at the sole option of the Lender may be recorded with the Patent and Trademark Office in Washington, D.C. or any other governmental agency. No lien or security interest shall attach or be perfected upon the Patent Collateral unless or until there exists an Event of Default under the Notes, and the Lender shall not file this Security Agreement or any other document, including any UCC financing statement, with the Patent or Trademark Office or any other governmental agency until such time as such event of Default shall occur.

5. **Nondisturbance.** In the event that the Grantor shall license any of the Patent Collateral to a third party, the Lender agree that, notwithstanding an Event of Default under the Notes, the licensee's rights and privileges granted under any license agreement prior to such Event of Default, including any renewal terms therein, shall not be disturbed, diminished or interfered with by the Lender or the Lender, including without limitation, in the event that the Patent Collateral is foreclosed upon.

6. **Prosecution of Patent Applications.** Until the Obligations are paid in full:

(a) the Grantor shall, at its own expense, diligently maintain all patents and diligently file and prosecute all patent applications relating to the inventions described and claimed in the Patent Collateral in the United States Patent and Trademark Office, and shall pay or cause to be paid in their customary fashion all fees and disbursements in connection therewith, and shall not abandon any such

application prior to the exhaustion of all administrative and judicial remedies or disclaim or dedicate any Patent without the prior written consent of the Lender. The Grantor shall not abandon any Patent Collateral without the prior written consent of the Lender.

(b) Any and all fees, costs and expenses, including reasonable attorneys' fees and expenses incurred by the Lender in connection with the preparation, modification, enforcement or termination of this Security Agreement and all other documents relating hereto and the consummation of this transaction, the filing and recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral shall be paid by the Grantor on demand by the Lender.

7. **Subject to Subscription Agreement.** This Security Agreement shall be subject to the terms, provisions, and conditions set forth in the Subscription Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

8. **Termination of Agreement.** Upon payment and performance of all Obligations under the Notes, this Agreement, together with all liens and security interest created hereby shall automatically terminate and the Lender shall execute and deliver to the Grantor all documents necessary to terminate the Lender's rights in the Patent Collateral.

9. **Governing Law.** THIS SECURITY AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

10. **Counterparts.** This Security Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Security Agreement by electronic or facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by electronic or facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

LENDER:

VIDEOMINING CORPORATION

Signature: Sanjay Mittal  
Print Name: Sanjay Mittal

By: Rajeev Sharma  
Print Name: Rajeev Sharma  
Title: CEO

# **SCHEDULE A TO PATENT SECURITY AGREEMENT**

#	VideoMining Docket No.	U.S. Patent No.	Date	Patent Title
1	VM-0070- CDT	12/583,080	08/13/2009	METHOD AND SYSTEM FOR BUILDING A CONSUMER DECISION TREE BASED ON IN-STORE BEHAVIOR ANALYSIS
2	VM-0046- BPE	12/079,624	3/27/2008	METHOD AND SYSTEM FOR MEASURING PACKAGING EFFECTIVENESS USING VIDEO-BASED ANALYSIS OF IN-STORE SHOPPER RESPONSE
3	VM-0067-ATT	12/455,295	05/29/2009	METHOD AND SYSTEM FOR RECOGNIZING THE INTENTIONS OF SHOPPERS IN RETAIL AISLES BASED ON THEIR TRAJECTORIES