

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3976648

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
NOMI (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC		06/30/2016
RECEIVING PARTY DATA		
Name:	POINT GREY RESEARCH INC.	
Street Address:	12051 RIVERSIDE WAY	
City:	RICHMOND	
State/Country:	CANADA	
Postal Code:	V6W 1K7	
PROPERTY NUMBERS Total: 12		
Property Type	Number	
Patent Number:	6061088	
Patent Number:	6141433	
Patent Number:	6185314	
Patent Number:	6195121	
Patent Number:	6263088	
Patent Number:	6295367	
Patent Number:	7171024	
Patent Number:	7319479	
Patent Number:	7400745	
Patent Number:	7702132	
Patent Number:	9124778	
Application Number:	14715100	
CORRESPONDENCE DATA		
Fax Number:	(604)681-4081	
<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:	(604)669-3432	
Email:	GNMdocket@patentable.com	
Correspondent Name:	OYEN WIGGS GREEN & MUTALA LLP	
Address Line 1:	480 - THE STATION, 601 W. CORDOVA ST.	
Address Line 4:	VANCOUVER, CANADA V6B 1G1	

PATENT

ATTORNEY DOCKET NUMBER:	P388 0030/GNM
NAME OF SUBMITTER:	GAVIN N. MANNING
SIGNATURE:	/GavinNManning/
DATE SIGNED:	07/25/2016
Total Attachments: 6 source=Patent Assignment Agreement - Nomi LLC to Point Grey (11693884x9EE5F)#page1.tif source=Patent Assignment Agreement - Nomi LLC to Point Grey (11693884x9EE5F)#page2.tif source=Patent Assignment Agreement - Nomi LLC to Point Grey (11693884x9EE5F)#page3.tif source=Patent Assignment Agreement - Nomi LLC to Point Grey (11693884x9EE5F)#page4.tif source=Patent Assignment Agreement - Nomi LLC to Point Grey (11693884x9EE5F)#page5.tif source=Patent Assignment Agreement - Nomi LLC to Point Grey (11693884x9EE5F)#page6.tif	

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "Assignment") is hereby entered into on June 30, 2016 (the "Effective Date"), by and between Nomi (assignment for the benefit of creditors), LLC, a Delaware limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Nomi Corporation. (the "Seller"), and Point Grey Research, Inc., a Canadian corporation (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of June 30, 2016, by and among Seller, Buyer and Point Grey Research U.S.A. Inc., a Nevada corporation (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller has agreed to sell, convey, assign and transfer to Buyer, and Buyer has agreed to accept, (i) the entire worldwide right, title and interest of Seller in and to each and all Letters Patents in the United States and in all foreign countries including, without limitation corresponding Patent Cooperation Treaty patent applications and corresponding National patent applications and all inventions, improvements and discoveries disclosed in said Letters Patents and applications, including those set forth in Schedule A hereto, and in and to all substitutions, divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof, including without limitation of generality, all rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Seller has or may have for damages or profits accrued or to accrue on account of the infringement of any of said Letter Patents, patent applications, inventions, improvements and discoveries (or any provisional rights therein), the same to be held and enjoyed by Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller if the assignment set forth in this Patent Assignment had not been made; (ii) the full and complete right to file patent applications in the name of the Seller or its designee, at the Buyer's, or its designee's election, on the aforesaid inventions, improvements, discoveries and applications in all countries of the world; and (iii) the entire right, title and interest of Seller in and to any Letter Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same (hereafter collectively referred to as "Patents").

2. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of all of Seller's right, title and interest in, to and under such Patents and in and to the inventions represented thereby.

3. Seller, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Buyer, and Buyer hereby accepts the sale, conveyance, transfer and assignment of all worldwide right, title and interest of Seller in, to and under the Patents, together with the right of Seller to claim priority in all countries in accordance with international law, any and all rights of Seller corresponding to said

Patents in countries throughout the world, and all of Seller's rights to sue for past, present or future infringement of said Patents worldwide together with all claims for damages by reason of past, present or future infringement of said Patents, and the right to sue for and collect the same for Buyer's own use and enjoyment, all to be held and enjoyed by said Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made. Seller hereby authorizes and requests the United States Patent and Trademarks Office to issue said Letter Patents in accordance with this Agreement.

4. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

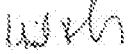
6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

**Nomi (assignment for the benefit of creditors), LLC,
in its sole and limited capacity as the assignee for the
benefit of creditors of Nomi Corporation.**

By:  2016.06.29 16:00:18
-07'00'

Name: _____

Title: _____

Point Grey Research, Inc.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

Nomi (assignment for the benefit of creditors), LLC,
in its sole and limited capacity as the assignee for the
benefit of creditors of Nomi Corporation.

By: _____

Name: _____

Title: _____

Point Grey Research, Inc.

By:  _____

Name: V. TUCAROV DAN MUCAROV

Title: CEO Chairman

SCHEDULE A***Patents***

Invention Title	Application/ Patent No.	Filing/ Issue Date	Status
<input checked="" type="checkbox"/> System and Method for Multi-Resolution Background Adaptation	09/009,167 6,061,088	01/20/1998 05/09/2000	Patented
<input checked="" type="checkbox"/> System and Method for Segmenting Image Regions from a Scene Likely to Represent Particular Objects in the Scene	08/998,211 6,141,433	12/24/1997 10/31/2000	Patented
<input checked="" type="checkbox"/> System and Method for Matching Image Information to Object Model Information	09/020,113 6,185,314	02/06/1998 02/06/2001	Patented
<input checked="" type="checkbox"/> System and Method for Detecting and Analyzing a Queue	09/313,750 6,195,121	05/27/1999 02/27/2001	Patented
<input checked="" type="checkbox"/> System and Method for Tracking Movement of Objects in a Scene	09/020,323 6,263,088	02/06/1998 07/17/2001	Patented
<input checked="" type="checkbox"/> System and Method for Tracking Movement of Objects in a Scene Using Correspondence Graphs	09/019,595 6,295,367	02/06/1998 09/25/2001	Patented
<input checked="" type="checkbox"/> Systems and Methods for Determining if Objects are in a Queue	10/724,394 7,171,024	12/01/2003 01/30/2007	Patented
<input checked="" type="checkbox"/> System and Method for Multi-Camera Linking and Analysis	09/960,218 7,319,479	09/21/2001 01/15/2008	Patented

<input checked="" type="checkbox"/> Systems and Methods for Determining if Objects are in a Queue	11/668,232 7,400,745	01/29/2007 07/15/2008	Patented
<input checked="" type="checkbox"/> Systems and Methods for Determining if Objects are in a Queue	12/172,713 7,702,132	07/14/2008 04/20/2010	Patented
<input checked="" type="checkbox"/> Systems and Methods for Determining if Objects are in a Queue	EP04795630.5 1,732,733 (Great Britain)	10/20/2004 08/29/2009	Patented
<input checked="" type="checkbox"/> Apparatuses and Methods for Disparity-Based Tracking and Analysis of Objects in a Region of Interest	14/014,068 9,124,778	08/29/2013 09/01/2015	Patented
<input checked="" type="checkbox"/> Apparatuses and Methods for Disparity-Based Tracking and Analysis of Objects in a Region of Interest	14/715,100	05/18/2015	Pending