

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4795964

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| CERNIUM CORPORATION | 06/18/2013 |
| RECEIVING PARTY DATA | |
| Name: | CHECKVIDEO LLC |
| Street Address: | 6402 ARLINGTON BLVD |
| Internal Address: | LOBBY LEVEL |
| City: | FALLS CHURCH |
| State/Country: | VIRGINIA |
| Postal Code: | 22042 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 15843430 |
| CORRESPONDENCE DATA | |
| Fax Number: | (202)842-7899 |
| <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: | 703-456-8000 |
| Email: | vtevalt@cooley.com |
| Correspondent Name: | COOLEY LLP |
| Address Line 1: | 1299 PENNSYLVANIA AVENUE |
| Address Line 2: | SUITE 700, ATTN: PATENT GROUP |
| Address Line 4: | WASHINGTON, D.C. 20004-2400 |
| ATTORNEY DOCKET NUMBER: | CHEK-008/03US 319651-2101 |
| NAME OF SUBMITTER: | JEREMY D. BINSTOCK |
| SIGNATURE: | /Jeremy Binstock/ |
| DATE SIGNED: | 01/26/2018 |
| Total Attachments: 10 | |
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CONFIRMATORY PATENT ASSIGNMENT

This **CONFIRMATORY PATENT ASSIGNMENT** (the "Confirmatory Assignment"), dated as of June 18, 2013 (the "Effective Date"), is by and between Cernium Corporation, a Delaware corporation ("Assignor"), and CheckVideo LLC, a Delaware limited liability company ("Assignee") (each, a "Party" and collectively, the "Parties"). All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement (defined herein below).

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement, dated April 15, 2013, by and among Assignor, Assignee, CV Plan B, Inc., a Virginia corporation, John Estrada, Chris Brown and Raymond Sterrett (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, convey, assign, and transfer to Assignee all of Assignor's right, title, and interest in and to all of the patent applications and registrations, and all inventions, owned by Assignor, which include the patent applications and registrations set forth on Schedule A hereto (collectively, the "Assigned Patents") and the inventions disclosed in the Assigned Patents (the "Inventions"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee executed a Bill of Sale, Assignment and Assumption Agreement (the "Bill of Sale") on April 15, 2013 by which Assignor assigned to Assignee all of the Assets as defined in the Purchase Agreement, which Assets include all of the Assigned Patents and the Inventions;

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee executed a patent assignment (the "Original Assignment") on April 15, 2013, by which Assignor explicitly assigned to Assignee certain of the Assigned Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in confirmation of the Bill of Sale and the Original Assignment, the parties hereto agree as follows:

1. Conveyance. Pursuant to and in confirmation of the conveyances made, and of the obligations to do so, in the agreements identified above, Assignor does hereby sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to the Inventions, the Assigned Patents and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof, and all benefits, privileges, causes of action, and remedies relating thereto throughout the world, including, without limitation, exclusive rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement or other violation thereof and (c) grant licenses or other interests therein.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Assigned Patents, and to issue any and all Assigned Patents to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right

to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Patents.

3. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are requested by Assignee to effect, register, maintain, defend, enforce or otherwise exploit the rights assigned herein, including: (a) the preparation and prosecution of any applications or registrations assigned herein; and (b) the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to any facts relating to the rights assigned herein. If Assignee is unable for any reason, after reasonable effort, to secure the Assignor's signature on any document needed in connection with the actions specified above, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 3 with the same legal force and effect as if executed by the Assignor.

4. No Modification. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignor and Assignee under the Purchase Agreement.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

7. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, and any disputes regarding or arising out of this Assignment will be subject to the exclusive jurisdiction of the Circuit Court of Fairfax County for the Commonwealth of Virginia (or, in the case of any claim as to which the federal courts have exclusive subject matter jurisdiction, the federal court of the United States of America sitting in the County of Fairfax, Commonwealth of Virginia).

[Signature Page Follows]

Cernium Corporation

Date: 6/18/2013

By: [Signature]

Name: John Estrada

Title: CEO

State of Virginia)
 County of Fairfax) ss.

On June 18, 2013, before me, Susan Klara Crosson, Notary Public, personally appeared John Estrada, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
 Signature of Notary Public

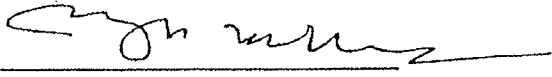
My Commission Expires: 4-30-2016



CheckVideo LLC

**By: Kastle Systems International LLC,
its managing member**

Date: 6/18/2013

By: 

Name: Piyush Sodha

Title: CEO

SCHEDULE A TO CONFIRMATORY PATENT ASSIGNMENT

| Application No. | Filing Date | Patent / Registration No. | Issue Date | Title | Country | First Named Inventor |
|-----------------|-------------|---------------------------------|-------------|---|-----------------------------|-------------------------|
| 60/337,558 | Nov-08-2001 | | | Object Selective Video Recording | United States of America | Maurice V. Garoutte |
| 10/041,402 | Jan-08-2002 | 7,650,058 | Jan-19-2010 | Object Selective Video Recording | United States of America | Maurice V. Garoutte |
| 60/701,804 | Jul-02-2005 | | | Directed Attention Digital Video Recorcatation With Software Scope | United States of America | Maurice V. Garoutte |
| 11/491,485 | Jul-24-2006 | 8,026,945 | Sep-27-2011 | Directed Attention Digital Video Recorcatation | United States of America | Maurice V. Garoutte |
| 13/241,923 | Sep-23-2011 | | | Directed Attention Digital Video Recorcatation | United States of America | Maurice V. Garoutte |
| 61/115,427 | Nov-17-2008 | | | Analytics-Modulated Coding Of Surveillance Video | United States of America | Lai-Tee Cheok |
| 12/620,232 | Nov-17-2009 | | | Analytics-Modulated Coding Of Surveillance Video | United States of America | Lai-Tee Cheok |
| 60/180,323 | Feb-04-2000 | | | System For Automated Screening Of Security Cameras | United States of America | Maurice V. Garoutte |
| 2001238024 | Feb-05-2001 | 2001238024 | Apr-19-2007 | System For Automated Screening Of Security Cameras | Australia | Maurice V. Garoutte |
| 2,399,106 | Feb-05-2001 | 2,399,106 | Dec-04-2012 | System For Automated Screening Of Security Cameras | Canada | Maurice V. Garoutte |
| 01910417.3 | Feb-05-2001 | 1266345 | Dec-12-2007 | System For Automated Screening Of Security Cameras | Germany | Maurice V. Garoutte |

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| Application No. | Filing Date | Patent / Registration No. | Issue Date | Title | Country | First Named Inventor |
|-------------------|-------------|---------------------------|-------------|--|---------------------------|----------------------|
| 01910417.3 | Feb-05-2001 | 1266345 | Dec-12-2007 | System For Automated Screening Of Security Cameras | European Patent Office | Maurice V. Garoutte |
| 01910417.3 | Feb-05-2001 | 1266345 | Dec-12-2007 | System For Automated Screening Of Security Cameras | France | Maurice V. Garoutte |
| 01910417.3 | Feb-05-2001 | 1266345 | Dec-12-2007 | System For Automated Screening Of Security Cameras | United Kingdom | Maurice V. Garoutte |
| 151004 | Feb-05-2001 | 151004 | Mar-01-2011 | System For Automated Screening Of Security Cameras | Israel | Maurice V. Garoutte |
| 2001-556967 | Feb-05-2001 | 4618965 | Nov-05-2010 | System For Automated Screening Of Security Cameras | Japan | Maurice V. Garoutte |
| 09/773,475 | Feb-01-2001 | 6,940,998 | Sep-06-2005 | System For Automated Screening Of Security Cameras | United States of America | Maurice V. Garoutte |
| PCT/US2001/003639 | Feb-05-2001 | | | System For Automated Screening Of Security Cameras | Patent Cooperation Treaty | Maurice V. Garoutte |
| 11/159,375 | Jun-22-2005 | 7,643,653 | Jan-05-2010 | System For Automated Screening Of Security Cameras | United States of America | Maurice V. Garoutte |
| 12/625,719 | Nov-25-2009 | 8,345,923 | Jan-01-2013 | System For Automated Screening Of Security Cameras | United States of America | Maurice V. Garoutte |
| 13/722,029 | Dec-20-2012 | | | System For Automated Screening Of Security Cameras | United States of America | Maurice V. Garoutte |
| 60/555,817 | Mar-24-2004 | | | Video Analysis Using Segmentation Gain By Area | United States of America | Maurice V. Garoutte |
| 11/088,308 | Mar-24-2005 | 7,218,756 | May-15-2007 | Video Analysis Using Segmentation Gain By Area | United States of America | Maurice V. Garoutte |

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| Application No. | Filing Date | Patent / Registration No. | Issue Date | Title | Country | First Named Inventor |
|-------------------|-------------|---------------------------|-------------|---|---------------------------|----------------------|
| 11/748,320 | May-14-2007 | 7,440,589 | Oct-21-2008 | Video Analysis Using Segmentation Gain By Area | United States of America | Maurice V. Garoutte |
| 60/692,922 | Jun-22-2005 | | | Terrain Map Summary Elements | United States of America | Maurice V. Garoutte |
| 2,611,676 | Jun-22-2006 | | | Terrain Map Summary Elements | Canada | Maurice V. Garoutte |
| 11/471,865 | Jun-21-2006 | 7,822,224 | Oct-26-2010 | Terrain Map Summary Elements | United States of America | Maurice V. Garoutte |
| PCT/US2006/024458 | Jun-22-2006 | | | Terrain Map Summary Elements | Patent Cooperation Treaty | Maurice V. Garoutte |
| 61/171,710 | Apr-22-2009 | | | System And Method For Motion Detection In A Surveillance Video | United States of America | Nikhil Gagvani |
| 12/765,199 | Apr-22-2010 | | | System And Method For Motion Detection In A Surveillance Video | United States of America | Nikhil Gagvani |
| 60/073,291 | Jan-22-1998 | | | Exit Guard System | United States of America | Donald K. Ross |
| 2,296,784 | Jan-21-2000 | 2,296,784 | Apr-15-2003 | Exit Guard System | Canada | Donald K. Ross |
| 09/234,688 | Jan-21-1999 | 6,154,133 | Nov-28-2000 | Exit Guard System | United States of America | Donald K. Ross |
| 11/803,851 | May-15-2007 | 7,956,735 | Jun-07-2011 | Automated, Remotely-Verified Alarm System With Intrusion And Video Surveillance And Digital Video Recording | United States of America | Randall R. Jackson |
| 13/083,635 | Apr-11-2011 | 8,334,763 | Dec-18-2012 | Automated, Remotely-Verified Alarm System With Intrusion And Video Surveillance And Digital Video Recording | United States of America | Randall R. Jackson |

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| Application No. | Filing Date | Patent / Registration No. | Issue Date | Title | Country | First Named Inventor |
|-------------------|-------------|---------------------------|-------------|---|---------------------------|----------------------|
| 13/716,777 | Dec-17-2012 | | | Automated, Remotely-Verified Alarm System With Intrusion And Video Surveillance And Digital Video Recording | United States of America | Randall R. Jackson |
| 60/800,504 | May-15-2006 | | | Self-Monitored Intrusion And Video Surveillance Solution With Digital Video Recording | United States of America | Randall R. Jackson |
| 60/800,505 | May-15-2006 | | | Automated Self-Monitored Alarm Verification Solution | United States of America | Randall R. Jackson |
| 60/950,019 | Jul-16-2007 | | | Apparatus And Methods For Video Alarm Verification | United States of America | Nikhil Gagvani |
| PCT/US2008/070134 | Jul-16-2008 | | | Apparatus And Method For Video Alarm Verification | Patent Corporation Treaty | Nikhil Gagvani |
| 12/174,225 | Jul-16-2008 | | | Apparatus And Methods For Video Alarm Verification | United States of America | Nikhil Gagvani |
| EP 08796198.3 | Jul-16-2008 | | | Apparatus And Method For Video Alarm Verification | European Patent Office | Nikhil Gagvani |
| 61/249,106 | Oct-06-2009 | | | Method, System And Apparatus To Set Up A Digital Camera | United States of America | Nikhil Gagvani |
| 12/898,918 | Oct-06-2010 | | | Methods, Systems And Apparatus To Configure An Imaging Device | United States of America | Nikhil Gagvani |
| 29/350,016 | Nov-10-2009 | D660,899 | May-29-2012 | Camera | United States of America | Gregory S. Bright |
| 60/990,983 | Nov-29-2007 | | | Systems And Methods For Analysis Of Video Content, Event Notification, And Video Content Provision | United States of America | Craig A. Chambers |

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|-------------------|-------------|---------------------------------|-------------|--|---------------------------------|-------------------------|
| 12/277,996 | Nov-25-2008 | 8,204,273 | Jun-19-2012 | Systems And Methods For Analysis Of Video Content, Event Notification, And Video Content Provision | United States of America | Craig A. Chambers |
| PCT/US2008/084835 | Nov-26-2008 | | | Systems And Methods For Analysis Of Video Content, Event Notification, And Video Content Provision | Patent Cooperation Treaty | Craig A. Chambers |
| 08854167.7 | Nov-26-2008 | | | Systems And Methods For Analysis Of Video Content, Event Notification, And Video Content Provision | European Patent Office | Craig A. Chambers |
| 13/524,571 | Jun-15-2012 | | | Systems And Methods For Analysis Of Video Content, Event Notification, And Video Content Provision | United States of America | Craig A. Chambers |

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