PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
VIDEOMINING CORPORATION	05/26/2021

RECEIVING PARTY DATA

Name:	VMC ACQ., LLC
Street Address:	403 SOUTH ALLEN STREET, SUITE 101
City:	STATE COLLEGE
State/Country:	PENNSYLVANIA
Postal Code:	16801

PROPERTY NUMBERS Total: 48

Property Type	Number
Patent Number:	7319779
Patent Number:	7505621
Patent Number:	7848548
Patent Number:	7912246
Patent Number:	7957565
Patent Number:	7987111
Patent Number:	8009863
Patent Number:	8010402
Patent Number:	8027521
Patent Number:	8098888
Patent Number:	8189926
Patent Number:	8219438
Patent Number:	8254633
Patent Number:	8295597
Patent Number:	8325982
Patent Number:	8351647
Patent Number:	8379937
Patent Number:	8380558
Patent Number:	8412656
Patent Number:	8433612

Property Type	Number
Patent Number:	8520906
Patent Number:	8577705
Patent Number:	8812344
Patent Number:	9161084
Patent Number:	9317785
Patent Number:	9740977
Patent Number:	9747497
Patent Number:	10083358
Patent Number:	10198625
Patent Number:	10217120
Patent Number:	10262331
Patent Number:	10296936
Patent Number:	10354262
Patent Number:	10387896
Patent Number:	10614294
Patent Number:	10614436
Patent Number:	10713670
Patent Number:	10963893
Patent Number:	11004093
Application Number:	13999280
Application Number:	12313459
Application Number:	14984180
Application Number:	12220076
Application Number:	12313635
Application Number:	12228409
Application Number:	14513696
Application Number:	15004457
Application Number:	12319127

CORRESPONDENCE DATA

Fax Number:

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.

Email:	rsharma@videomining.com
Correspondent Name:	RAJEEV SHARMA
Address Line 1:	403 SOUTH ALLEN STREET
Address Line 2:	SUITE 101
Address Line 4:	STATE COLLEGE, PENNSYLVANIA 16801

NAME OF SUBMITTER:	RAJEEV SHARMA

SIGNATURE:	/rsharma/
DATE SIGNED:	12/21/2021

Total Attachments: 110
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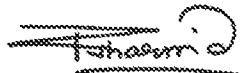source=billofsale_VMC#page102.tif
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BILL OF SALE

       FOR VALUE RECEIVED, intending to be legally bound, and in accordance with the

Asset Purchase Agreement of May 26, 2021 approved by the Order of the United States

Bankruptcy Court for the Western District of Pennsylvania, at Docket No. 20-20425-GLT, on

September 10, 2021, a **copy of which is marked** Exhibit **"A" attached hereto** modified by the

Letter Agreement, **a copy of which is marked** Exhibit **"B"** and attached hereto as approved of the

United States Bankruptcy Court for the Western District of Pennsylvania, at Docket No. 20-

20425-GLT by Order of December 7, 2021, Debtor, VideoMining Corporation does hereby sell,

transfer, set over, and convey, to VMC ACQ., LLC all of its right, title, and interest, in and to the

Purchased Property as described Exhibit **"A" and** without limitations, described in Schedules 2.1

contained in Exhibit **"C", attached hereto.** VideoMining Corporation **transfers this property "as**

is", "where is", and with all faults making no other representation or warranty expressed or

implied with respect to the property. Furthermore, Debtor, VideoMining Corporation does here

by assign to VMC ACQ., LLC all of its right title and interest in and to the Contracts described

in Schedules **contained in Exhibit "C".**

                              VIDEOMINING CORPORATION

                            BY: _____

                                Rajeev Sharma

EXHIBIT "A"

ASSET PURCHASE AGREEMENT

between

VideoMining Corporation

and

VMC ACQ., LLC

May 26, 2021

EXHIBIT A

<u>ASSET PURCHASE AGREEMENT</u>

This ASSET PURCHASE AGREEMENT is made and entered into as of May 26, 2021 between VIDEOMINING CORPORATION, a Delaware corporation ("Seller"), with its principal corporate offices at 403 S. Allen Street, Suite 101, State College, PA 16801 and VMC ACQ., LLC, a Pennsylvania limited liability company, with its principal corporate offices at 2120 Old Gatesburg Road, State College, PA 16803 ("Buyer").

BACKGROUND

A.   Seller is engaged in the business of providing innovative in-store behavior analytics services to retailers and Consumer Packaged Goods companies (the "Business").

B.   On February 4, 2020, (the "Petition Date"), Seller filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (11 U.S.C. § 101 *et seq.*, the "Bankruptcy Code") in the United States Bankruptcy Court for the Western District of Pennsylvania (the "Bankruptcy Court") commencing its bankruptcy case (Case No. 20-20425-GLT) the "Bankruptcy Case"). As of the date of this Agreement, Seller continues to operate the Business and manage its properties and affairs as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

C.   Buyer desires to purchase, and Seller desires to sell, convey, assign and transfer to Buyer, the Purchased Assets (as defined below), subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements herein contained, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

For the purposes of this Agreement, in addition to those capitalized terms defined elsewhere throughout this Agreement, the following capitalized terms shall have the meanings set forth below:

"Accounts Receivable" shall mean all accounts receivable or other rights to payment of Seller of any kind or nature including work and services in process.

"Affiliate" shall mean, with respect to any specified Person, any other Person who, directly or indirectly, owns or controls, is under common ownership or control with, or is owned or controlled by, such specified Person. Without limiting the generality of the foregoing, a Person shall be deemed to "own" another Person if it owns, directly or indirectly, fifty (50%) or more of the capital stock, membership interest, or other equity interest of such other Person generally entitled to vote, without regard to specified contingencies, for the election of directors or

equivalent governing body of such other Person, provided, however, Buyer shall not be considered an Affiliate of Seller and Seller shall not be considered an Affiliate of Buyer.

"Agreement" shall mean this Asset Purchase Agreement, including all exhibits and schedules hereto, as may be amended.

"Assigned Contracts" as defined in Section 2.2.

"Avoidance Actions" means any and all rights, claims, causes of action and rights to recover or avoid transfers or to avoid any lien or interest that Seller may have under Chapter 5 of the Bankruptcy Code or otherwise, including, but not limited to, sections 506, 510, 522, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551 or 553 of the Bankruptcy Code or applicable non-bankruptcy law or state law, and the proceeds thereof, or otherwise to exercise the avoidance powers provided under the Bankruptcy Code.

"Bankruptcy Rules" shall mean the Federal Rules of Bankruptcy Procedure, the local rules of the Bankruptcy Court, and any Orders of the Bankruptcy Court, as in effect from time to time.

"Breach" means, with respect to any representation, warranty, covenant, or obligation, any material misstatement or inaccuracy in, or any material failure to perform or comply with, the representation, warranty, covenant, or obligation within any applicable cure period.

"Business" as defined in Section A of the "Background" paragraph of this Agreement.

"Business Day" shall mean any day of the year other than: (i) any Saturday or Sunday; or (ii) any other day on which banks located in Pittsburgh, Pennsylvania, are closed for business.

"Cash" shall mean all cash, certificates of deposit, bank accounts and other cash equivalents or short-term investments, together with all accrued but unpaid interest thereon.

"Closing" as defined in Section 11.1.

"Closing Date" as defined in Section 11.1.

"Contract" shall mean any contract, lease, easement, license, sales order, purchase order, supply agreement, or any other agreement, commitment or understanding whether oral or written, other than Permits.

"Cure Obligations" shall mean all obligations to counterparties to the Assigned Contracts as of the Petition Date which must be satisfied in order to effectuate, pursuant to section 365(b)(1) of the Bankruptcy Code, the assumption by Seller and assignment to Buyer of the Assigned Contracts under Section 2.2 of this Agreement.

"Deposit" means the non-refundable deposit of $100,000 made by Buyer pursuant to the terms of that certain Letter of Intent dated May 11, 2021, submitted by Buyer to Seller and approved by the Court on May 12, 2021.

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"Dollars" or numbers preceded by the symbol "$" shall mean amounts in United States Dollars.

"Encumbrance" shall mean any charge, claim, condition, equitable interest, lien (including without limitation any lien held or asserted by any Governmental Authority), option, pledge, security interest, mortgage, right of way, easement, encroachment, servitudes, right of first option, right of first refusal, or similar restriction, including restrictions of use, voting (in the case of any security or equity interest), transfer, receipt of income or exercise of any attribute of ownership, or other encumbrance, option or defect in title of every type and description, whether imposed by law, agreement, understanding or otherwise.

"Escrow Agent" means The Law Office of Robert O Lampl, acting in its capacity as escrow agent to hold the Deposit in its IOLTA or other trust account.

"Excluded Liabilities" shall mean all obligations and liabilities of Seller that are not included in the Assumed Liabilities.

"Final Order" shall mean an Order as to which there is no appeal, motion for reconsideration, stay or similar request for relief pending, and as to which the time period to seek or file any such appeal, motion for reconsideration, stay or similar request for relief has expired.

"Governmental Authority" shall mean the government of the United States, or any other foreign country or any state, provincial or political subdivision thereof and any entity, body or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Intellectual Property" shall mean intellectual property of every kind and nature, including, without limitation, all inventions, information, data, customer lists and related information, samples, specifications, plans, drawings, blue prints, compositions, processes, designs, formulas, technical and business information, and know-how, including confidential information and trade secrets (whether or not patentable or reduced to practice), all United States and foreign patents, including without limitation the Patents, and petty patents (including continuations, continuations-in-part, divisions, reissues, re-examinations, extensions and renewals thereof) and patent applications, all United States and foreign registered and unregistered, brand names, trademarks, and service marks, logos and designs (and registrations and applications for registration of the same), domain names and all goodwill symbolized thereby or associated therewith, and copyrights and copyright registrations (and applications for the same) relating thereto, including computer software and mask works, and all extensions or renewals thereof, United States and foreign registrations and applications to register copyrights, technical manuals and documentation made or used in connection with any of the foregoing.

"Law" shall mean any law, statute, code, regulation, ordinance, or rule enacted or promulgated by any Governmental Authority.

"Loss" or "Losses" shall mean any and all damages (but excluding consequential, punitive and treble damages), losses, actions, proceedings, causes of action, obligations, liabilities, responsibilities, claims, encumbrances, penalties, demands, assessments, judgments, costs and

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expenses including, without limitation, court costs and reasonable attorneys', experts' and consultants' fees and disbursements.

"Material Adverse Effect" means a state of facts, events, change or effect with respect to Seller that results in a material adverse effect on the Purchased Assets taken as a whole; but excluding any state of facts, event, change or effect caused by, attributable or relating to: (i) changes or conditions affecting Seller's industry generally; (ii) changes in economic, regulatory or political conditions generally; (iii) the filing and administration of the Bankruptcy Case (except for the conversion of the Bankruptcy Case to a proceeding under chapter 7); or (iv) the announcement of this Agreement.

"Order" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award.

"Ordinary Course of Business" means an action taken or omitted to be taken by a Person only if that action or omission is consistent with the past practices of such Person.

"Parties" shall mean both Seller and Buyer, each of whom individually may be referred to as a "Party."

"Patents" shall mean those certain patent and patent applications issued in the name of Seller and shown on Schedule 2.1(e).

"Permits" shall mean permits, tariffs, authorizations, licenses, certificates, variances, interim permits, approvals, franchises and rights under any Law or otherwise issued or required by any Governmental Authority and any applications for the foregoing which are currently used or otherwise necessary for Seller to engage in the operation of the Business as currently conducted.

"Person" shall mean any individual, corporation, business trust, proprietorship, firm, partnership, limited partnership, limited liability partnership, limited liability company, trust, association, joint venture, Governmental Authority or other entity.

"Purchased Asset(s)" as defined in Section 2.1 hereof.

"Sale Order" shall mean an Order of the Bankruptcy Court that, among other things approves, pursuant to Sections 363 and 365 of the Bankruptcy Code, with findings that Buyer acted in good faith and is afforded the benefits of Section 363(m) of the Bankruptcy Code: (i) the execution, delivery and performance by Seller of this Agreement, and the other instruments and agreements contemplated hereby; (ii) the sale of the Purchased Assets to Buyer free and clear of all Encumbrances on the terms set forth herein; and (iii) the performance by Seller of its obligations under this Agreement, including, without limitation, the assumption and assignment of the Assigned Contracts.

"Tax" (and, with correlative meaning, "Taxes" and "Taxable") shall mean any federal, state, provincial, county, local or foreign taxes, charges, fees, duties (including customs duties), levies or other assessments, including income, gross receipts, net proceeds, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, alternative, add-on minimum, stamp, leasing, lease, user, transfer, fuel, excess profits,

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occupational, interest equalization, windfall profits, license, payroll, environmental, capital stock, disability, severance, employee's income withholding, other withholding, unemployment and Social Security Taxes, which are imposed by any Governmental Authority, and such term shall include any interest, penalties, fines or additions to tax attributable thereto or associated therewith, and shall include any transferee or successor liability in respect of Taxes (whether by contract or otherwise).

"Tax Code" shall mean the Internal Revenue Code of 1986, as amended, and the temporary and final regulations promulgated thereunder.

"Tax Return" shall mean any report, return, statement, notice, form, declaration, claim for refund or other document or information filed, submitted to, or required to be supplied to a Governmental Authority in connection with the determination, assessment, collection or payment of any Tax, including any schedule or attachment thereto, and including any amendment thereof.

"Third Party" shall mean a Person other than Buyer, Seller, or their respective Affiliates.

"Transferred Employees" shall have the meaning set forth in Section 10.1(a).

"Unearned Revenue" shall mean amounts collected by Seller prior to the Closing Date for services that have not been provided prior to the Closing Date, including any payments received for a monthly or annual subscription, for that part of the month or year from and after the Closing Date.

ARTICLE II
PURCHASE AND SALE OF PURCHASED ASSETS;
ASSUMPTION OF ASSUMED LIABILITIES

2.1   Purchased Assets. Subject to and upon the terms and conditions set forth in this Agreement, at the Closing, Seller shall sell, assign, convey, transfer and deliver to Buyer, and Buyer shall purchase, acquire and take assignment and delivery of, all of Seller's right, title and interest in and to the Purchased Assets and all personal property located therein, including the following assets, properties and rights, as they exist at the time of the Closing:

(a)   Equipment and Fixed Assets. All fixtures, machinery, equipment, fixed assets, furniture, tools, maintenance equipment, rolling stock, mobile equipment, electrical, mechanical, electronic, computers, software, telecommunications, servers, and other equipment and fixed assets of every kind owned by Seller wherever located and related to the operation of the Business (collectively, the "Equipment and Fixed Assets"), including without limitation, the Equipment and Fixed Assets set forth on Schedule 2.1(a) and any personal property subject to a financing/capital lease;

(b)   Inventory of Purchased Assets. All inventory of any kind or nature, including supplies, raw materials, spare parts, packaging materials, finished goods, and other consumables and inventories owned by Seller and used, or intended to be used, in the operation of the Purchased Assets and/or located at the Purchased Assets (collectively, the "Inventory");

(c) Information and Records Related to Purchased Assets. To the extent legally transferable, all books and records used in the operation of the Purchased Assets ("Books and Records") that are in Seller's care, custody or control, including, without limitation, customer lists, safety and training records, equipment manuals, drawings, engineering materials, and operating data;

(d) Permits Related to Purchased Assets. To the extent legally transferable, without cost to Seller, all Permits and applications for Permits that are necessary to the operation of the Purchased Assets as presently operated and conducted. Buyer shall pay any fees required to transfer such Permits;

(e) Intellectual Property Assets. The Intellectual Property listed on Schedule 2.1(e) and all goodwill, if any, relating to the Purchased Assets;

(f) Goodwill. All goodwill, payment intangibles and general intangible assets and rights of Seller to the extent associated with the Purchased Assets;

(g) Rights Under Confidentiality, Non-Disclosure, Non-Solicitation and Non-Competition Agreements. All rights of Seller under any and all confidentiality, non-disclosure, non-solicitation and/or non-competition agreements executed by Buyer and any Third Party (including prospective current or former employees and/or other prospective third parties) in favor of Seller related to operation of the Purchased Assets or the sale of the Purchased Assets. For purposes of certainty, nothing in this Agreement (including this Section 2.1(h)) or any documents executed in connection with this Agreement or the consummation of the transactions contemplated by this Agreement shall be deemed to be an offer of employment by Buyer, assumption of any liability, or otherwise create a right to employment with Buyer in any employee of Seller; and

(h) Other Assets Related to Purchased Assets. All other non-cash tangible and intangible assets owned and/or used by Seller in the operation of the Purchased Assets and that are located at the Purchased Assets (not specifically excluded in Section 2.3 below), including all internet domain names, email domains, post office box numbers, telephone and facsimile numbers and other listings and numbers used in connection with the Purchased Assets, the transfer of which shall be arranged by and paid for by Buyer.

All of the foregoing assets described in this Section 2.1, together with the Assigned Contracts described in Section 2.2 are referred to herein collectively as the "Purchased Asset(s)".

2.2 Assignment of Contracts. Subject to the terms and conditions of this Agreement and the need to obtain any required consent or modifications required by Buyer from any Third Party, at the Closing Seller shall assign and transfer to Buyer and Buyer shall assume, all of Seller's right, title and interest in and to the Contracts listed on Schedule 2.2 (collectively, the "Assigned Contracts"). As of the Closing, Seller shall assume pursuant to Section 365(a) of the Bankruptcy Code and sell and assign to Buyer pursuant to Sections 363(b), (f) and (m) and Section 365(f) of the Bankruptcy Code each of the Assigned Contracts. Notwithstanding anything in this Agreement to the contrary, Buyer may, from time to time and in its sole and absolute discretion, amend or revise the list of Assigned Contracts listed on Schedule 2.2 in order to add or eliminate any Contract to or from such Schedule up to the Closing (the "Designation Deadline"). Automatically

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upon the addition of any Contract to Schedule 2.2 by Buyer in accordance with the previous sentence, it shall be an Assigned Contract for all purposes of this Agreement, *provided however*, Seller shall not be required to assume and assign such added Assigned Contract unless and until the Bankruptcy Court enters an Order approving such assumption and assignment. Automatically upon the deletion of any Contract from Schedule 2.2 by Buyer in accordance with the first sentence of this Section 2.2, it shall no longer be an Assigned Contract and shall become an Excluded Asset for all purposes of this Agreement, and no liabilities arising thereunder or relating thereto shall be assumed by Buyer or be the obligation, liability or responsibility of Buyer. If any Contract is added to the list of Assigned Contracts, then Seller shall take such steps as are reasonably necessary to cause such Contract to be assumed and assigned to Buyer as promptly as possible at or following the Closing. If Buyer discovers a Contract following the Closing that Buyer wishes to assume (any such Contract, a "Previously Omitted Contract"), Buyer shall have the right, in its sole and absolute discretion, to have to have such Previously Omitted Contract(s) assumed and assigned to the Buyer (for no additional consideration), and upon any assumption and assignment of such Previously Omitted Contract to Buyer, such Contract shall become an Assigned Contract, *provided* Buyer shall be responsible for and shall promptly pay all outstanding costs, if any, associated therewith.

2.3   Excluded Assets. Notwithstanding anything contained in this Agreement to the contrary, the Purchased Assets shall not include and Seller shall retain all of its right title and interest in and to the following (collectively, the "Excluded Assets"):

(a)   Cash, cash equivalents and accounts receivable;

(b)   Unbilled services at the time of closing;

(c)   All existing or potential causes of action and claims against third parties (including Avoidance Actions), whether in law or in equity ("Excluded Claims");

(d)   Personnel, business and other records that Seller is required by Law to retain in its possession, or which relate to the Excluded Claims, and all corporate seals, minute books, charter documents, stock transfer records, record books, original Tax and financial records and such other files, books and records relating to the Excluded Assets or to the organization, existence or capitalization of Seller;

(e)   Any asset in which Seller first acquires a transferable interest following the Closing;

(f)   Seller's rights under this Agreement;

(g)   Any rights to tax refunds;

(h)   The assets listed on Schedule 2.3(h); and

(i)   Stock and membership interests.

2.4   Assumed Liabilities. Buyer shall assume only: (a) the Obligations under the Assigned Contracts as set forth on Schedule 2.4, and (b) those liabilities and obligations first

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arising under the Assigned Contracts after the Closing (collectively, the "Assumed Liabilities"). Except for the Assumed Liabilities, Buyer shall have no liability whatsoever for any liabilities or obligations of Seller and all such liabilities and obligations shall be and remain liabilities and obligations of Seller.

2.5   Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, Buyer is assuming only the Assumed Liabilities and is not assuming, and shall not be deemed to have assumed, any liabilities of Seller of whatever nature (whether arising prior to, at the time of, or subsequent to Closing) that are not Assumed Liabilities. Seller shall be solely and exclusively liable for, and shall pay, perform, discharge and otherwise satisfy, any and all such other liabilities of Seller, including those relating to, arising out of or in connection with the operation of the Business or the Purchased Assets (including the use and ownership thereof) at any time prior to the Closing, and those liabilities set forth below (collectively, the "Excluded Liabilities"):

(a)   any and all liabilities of Seller relating to or otherwise arising, whether before, on or after the Closing, out of, or in connection with, any of the Excluded Assets;

(b)   any and all liabilities of Seller related to Contracts and/or Permits that are not Assigned Contracts;

(c)   any and all liabilities arising under or related to the Assigned Contracts that arose prior to the Closing Date, except for the those set forth on Schedule 2.4;

(d)   any and all liabilities for wages, bonuses, retention bonuses or payments, employee benefits, accrued vacation, or other accrued or vested paid time off, assessments, severance, other employment compensation, or other claims of, for, from or related to any employees, or employer Taxes, including without limitation, any arising from the vesting of any equity grants upon the Closing of the transactions contemplated hereby, or unpaid amounts to any consultants of Seller accrued or arising prior to the Closing;

(e)   any and all liabilities for unfunded or underfunded pension obligations or withdrawal liability, including any such liabilities that arose pursuant to a Contract (including an Assigned Contract) or applicable Law;

(f)   any and all warranty and return obligations associated with products or business activity prior to the Closing;

(g)   any and all product liability claims associated with products or business activity prior to the Closing;

(h)   any and all liabilities, including liabilities for Taxes, whether direct or as a result of successor liability, transferee liability, joint and several liability or contractual liability, attributable to the Purchased Assets and/or the operation of the Business prior to the Closing Date;

(i)   any and all costs and expenses incurred by Seller incident to the negotiation and preparation of this Agreement and the transactions contemplated hereby and any liability of

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Seller to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated hereby; and

(j)   any and all liabilities of Seller in respect of any federal, state, provincial, regional, foreign or local Law.

ARTICLE III
PURCHASE PRICE AND PAYMENT

3.1   Purchase Price. The aggregate consideration for the sale, transfer, assignment and conveyance of the Purchased Assets will be Six Hundred Fifty Thousand and no/100 Dollars ($650,000.00) (the "Purchase Price"), plus the assumption by Buyer of the Assumed Liabilities (the Purchase Price, together with the assumption of the Assumed Liabilities, the "Total Consideration").

3.2   Deposit. Buyer has delivered to Escrow Agent a non-refundable Deposit of One Hundred Thousand Dollars ($100,000). Seller shall be authorized to request the Escrow Agent to disburse funds from the Deposit prior to the Closing Date to be used by Seller for operating expenses to the extent that Seller has first exhausted its cash on hand and its capacity under its debtor-in-possession loan, which shall be consistent with the Court approved budget. Seller shall provide Buyer with simultaneous notice of each request for withdrawal. This deposit will be credited against the Purchase Price at Closing

3.3   Payment of Purchase Price. At the Closing, Buyer shall deliver, by wire transfer of immediately available funds, a Cash payment in the amount equal to the Purchase Price reduced by the amount of the Deposit (the "Closing Payment") pursuant to the terms of this Agreement.

3.4   Unearned Revenue. Within five (5) Business Days after the Closing Date, Seller shall provide Buyer with its determination of the Unearned Revenue. Buyer shall review such report and provide Seller with any disagreements within fifteen (15) Business Days after the report is delivered to Buyer. One Hundred and Twenty (120) Days after the Closing Date, Seller shall provide Buyer with a report showing: (i) the amount of Accounts Receivable collected; and (ii) the conversion of all current assets into Cash; reduced by (iii) the repayment of the Debtor-In-Possession Loan, and (iv) all court fees and post-filing Seller expenses that have been paid including, Cure Obligations, with the result, if positive, being called "Available Cash". Seller will pay Buyer an amount of the Available Cash up to the amount of Unearned Revenue. If Available Cash is less than the Unearned Revenue, the remaining Unearned Revenue will be considered as an Assumed Liability and part of the Total Consideration.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants as of the date hereof and as of the Closing Date as follows:

4.1   Existence, Good Standing. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business in the Commonwealth of Pennsylvania. Seller has all requisite corporate power and authority to own its properties and assets and to conduct its businesses as presently conducted.

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4.2   Authorization and Validity. Seller has all requisite corporate power and authority to enter into this Agreement and any related agreements to which Seller is or will become a party and, subject only to the Bankruptcy Court's entry of the Sale Order, the execution and delivery of this Agreement and any related agreements to which Seller is or will become a party and the performance of Seller's obligations hereunder and thereunder have been, or on the Closing Date will be, duly authorized by all necessary corporate action and no other corporate proceedings on the part of Seller are necessary to authorize such execution, delivery and performance. This Agreement and any related agreements to which Seller is or will become a party have been, or on the Closing Date will be, duly executed by Seller and, subject only to the Bankruptcy Court's entry of the Sale Order, constitute, or will when executed and delivered constitute, Seller's valid and binding obligation, enforceable against Seller in accordance with their terms.

4.3   Consents. Subject to the entry of the Sale Order and satisfaction of the terms set forth herein, and except as set forth on Schedule 4.3, no consent of any Person not a party to this Agreement or any Governmental Authority (other than in connection with Seller's assignment of Permits) is required in connection with the execution, delivery and performance of this Agreement by Seller, or the consummation of the transactions contemplated hereby.

4.4   No Conflict or Violation. Subject only to the Bankruptcy Court's entry of the Sale Order and receipt of any required consents, the execution, delivery and performance by Seller of this Agreement do not and will not, (a) violate or conflict with any provision of Seller's organizational documents, (b) violate any provision of Law, or any Order, judgment or decree of any Governmental Authority applicable to Seller, (c) result in or require the creation or imposition of any Encumbrances on any of the Purchased Assets; or (d) violate or result in a Breach of or constitute (with due notice or lapse of time or both) a default under any Contract to which Seller is a party or by which Seller is bound or to which the any of Seller's properties or assets is subject.

4.5   Title to Purchased Assets. Subject only to the entry of the Sale Order, at the Closing, Seller will have good and marketable title to the Purchased Assets which shall be transferred to Buyer free and clear of all Encumbrances.

4.6   Permits. Schedule 4.6 sets forth a list of all Permits held by Seller which are necessary to conduct the Business as currently conducted.

4.7   Litigation. Except for those matters described on Schedule 4.7 and except for amounts listed on Seller's bankruptcy schedules and claims or pleadings filed with the Bankruptcy Court, there is no legal, administrative or arbitration proceeding, suit, action of any nature or Order, judgment, writ, injunction, award, or decree, claim, investigation or inquiry ("Litigation") relating to any Purchased Assets or the transactions contemplated by this Agreement, pending or asserted against Seller, by or before any Governmental Authority or by or on behalf of any Third Party.

4.8   Brokers. Seller has not used any broker or finder in connection with the transactions contemplated hereby.

4.9   Employees. Schedule 4.9 sets forth a true and complete list of individuals that are currently employed by Seller in the Business and all individuals that are on temporary or permanent lay-off or furlough status, including name, title, date of hire, former or current base

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salary or wage rate, position, title, and whether such employee is out on disability or other permitted leaves of absence and/or is on temporary or permanent lay-off or furlough status. Schedule 4.9 sets forth any labor or collective bargaining agreements that Seller is a party to.

4.10   Assigned Contracts. The Assigned Contracts are in full force and effect and Seller has no knowledge that any counterparty to any of the Assigned Contracts has provided any notice of termination. Seller has performed its responsibilities under the Assigned Contracts as of the date hereof and as of the Closing Date.

4.11   Exclusivity and Survival of Representations. The representations and warranties made by Seller in this Article IV are in lieu of, and are exclusive of, all other representations and warranties by Seller, including but not limited to any warranty or representation as to the condition or suitability of the Purchased Assets, which are being conveyed on an "AS IS, WHERE IS" basis. Seller hereby disclaims any representations or warranties, express or implied, not set forth in this Article IV or in any document to be delivered by Seller at Closing.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants as of the date hereof and as of the Closing Date:

5.1   Existence and Good Standing. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania.

5.2   Authorization and Validity. Buyer has all requisite power and authority to enter into this Agreement and any related agreements to which Buyer is or will become a party and the execution and delivery of this Agreement and any related agreements to which Buyer is or will become a party and the performance of Buyer's obligations hereunder and thereunder have been, or on the Closing Date will be, duly authorized by all necessary corporate action and no other proceedings on the part of Buyer are necessary to authorize such execution, delivery and performance. This Agreement and any related agreements to which Buyer is or will become a party have been, or on the Closing Date will be, duly executed by Buyer and constitute, or will when executed and delivered constitute, Buyer's valid and binding obligation, enforceable against Buyer in accordance with their terms.

5.3   Consents. No consent of any Person not a Party to this Agreement or any Governmental Authority (other than in connection with Seller's assignment of Permits) is required in connection with the execution, delivery and performance of this Agreement by Buyer, or the consummation of the transactions contemplated hereby.

5.4   No Conflict or Violation. The execution, delivery and performance by Buyer of this Agreement does not: (i) violate or conflict with any provision of Buyer's organizational documents; (ii) violate any provision of Law, or any Order, judgment or decree of any court or Governmental Authority applicable to Buyer; or (iii) violate or result in a Breach of or constitute (with due notice or lapse of time or both) a default under any Contract to which Buyer is party or by which Buyer is bound or to which any of Buyer's properties or assets is subject.

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5.5   Litigation. There is no Litigation of any nature pending or asserted against Buyer by or before any Governmental Authority or by or on behalf of any Person which questions or challenges the validity of this Agreement or any of the transactions contemplated hereby or which, if adversely determined, would adversely affect the ability of Buyer to consummate the transactions contemplated hereby.

5.6   Brokers. Buyer has not used any broker or finder in connection with the transactions contemplated hereby.

ARTICLE VI
PRE-CLOSING COVENANTS AND OTHER AGREEMENTS

6.1   Bankruptcy Court Approval.

(a)   This Agreement and the transactions contemplated hereby are contingent upon the approval and authorization of the Bankruptcy Court. Except as expressly set forth herein, Seller and Buyer shall have no liability under this Agreement unless and until it is approved by the Bankruptcy Court and shall have no obligation to consummate the transactions contemplated herein unless and until the Bankruptcy Court enters the Sale Order in a form and substance as set forth below. In the event that the Sale Order is appealed, Seller shall use best commercial efforts to defeat such appeal.

(b)   Among other things, the Sale Order will be in form and content acceptable to Buyer and Seller in their respective sole and absolute discretion and provide that:

(i)   this Agreement is approved;

(ii)   the Purchased Assets shall be sold and conveyed to Buyer free and clear of all Encumbrances;

(iii)   Seller is authorized and empowered to assume and assign to Buyer the Assigned Contracts;

(iv)   Buyer shall have no successor liability except for the Assumed Liabilities;

(v)   findings of fact and conclusions of law that the transactions are arms-length, without collusion, and that Buyer has acted in good faith pursuant to Section 363(m) of the Bankruptcy Code and that the transfers are for adequate consideration;

(vi)   all Encumbrances on the Purchased Assets shall attach to the Purchase Price; and

(vii)   a finding that Buyer is a good faith purchaser of the assets and entitled to the protections of Section 363(m) of the Bankruptcy Code.

6.2   Cooperation. Each of Buyer and Seller shall use commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary or proper,

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consistent with applicable Law, to consummate and make effective as soon as possible the transactions contemplated hereby. Buyer shall promptly take such actions as may be reasonably requested by Seller to assist Seller in obtaining the Bankruptcy Court's entry of the Sale Order and any other Order of the Bankruptcy Court reasonably necessary to consummate the transactions contemplated by this Agreement.

6.3   Conduct of Business.   Unless otherwise agreed by Seller and Buyer, as contemplated in this Agreement, or as required by the Bankruptcy Code or an Order of the Bankruptcy Court, from the date hereof through the Closing Date, Seller shall conduct the Purchased Assets in the Ordinary Course of Business consistent with past practice during the Bankruptcy Case and will not sell or dispose of any of the Purchased Assets or make payments or enter into any contractual commitments to any employee of Seller other than sales of inventory, payments of salary and wages and other benefits and the reimbursement of reasonable documented business expenses, in each case, in the Ordinary Course of Business consistent with past practice during the Bankruptcy Case.

6.4   Adequate Assurances Regarding Assigned Contracts.   To the extent requested in writing by a counterparty to an Assigned Contract, Buyer shall provide confirmation of its intent regarding future performance to such counterparty to such Assigned Contract.

6.5   Notice of Certain Events.   Each of Buyer and Seller shall promptly notify the other Party of the occurrence of any event or condition or the existence of any fact that would reasonably be expected to have a Material Adverse Effect or to cause any of the conditions to either of the Parties' obligations to consummate the transactions contemplated by this Agreement not to be fulfilled. Notwithstanding Seller's obligation to provide notice to Buyer, there shall not have occurred any event or circumstance that constitutes a Material Adverse Effect.

6.6   Access to Information, Inspections.

(a)   From the date hereof through the Closing Date, and upon reasonable advance notice received from Buyer, Seller shall give Buyer and its authorized representatives reasonable access to its facilities and Books and Records relating to the Purchased Assets, such access to be exercised in a manner that does not unreasonably interfere with Seller's operations.

(b)   Following the Closing, and upon reasonable advance notice received from Seller, Buyer shall give Seller and its agents and representatives reasonable access during regular business hours, to the Transferred Employees and any Books and Records relating to the Purchased Assets, to the extent reasonably necessary to permit Seller to investigate any matter relating to or arising during any period prior to the Closing.

(c)   Each Party will use reasonable efforts to minimize any disruptions to the business of the other Party in connection with its requests or discussions pursuant to this Section 6.6.

ARTICLE VII
TAXES

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7.1   Taxes Related to Purchase of Purchased Assets. All Taxes, including, without limitation, all state and local Taxes in connection with the transfer of the Purchased Assets, and all recording and filing fees (collectively, "Transaction Taxes"), that may be imposed by reason of the sale, transfer, assignment and delivery of the Purchased Assets and that are not exempt under section 1146(a) of the Bankruptcy Code, shall be borne solely by Seller. Buyer and Seller shall cooperate to determine the amount of Transaction Taxes payable in connection with the transactions contemplated under this Agreement. At Closing, Seller shall provide to Buyer all requisite exemption certificates. Seller and Buyer shall prepare and file any and all required Tax Returns for or with respect to such Transaction Taxes with any and all appropriate Governmental Authority taxing authorities.

7.2   Cooperation on Tax Matters. Buyer and Seller shall furnish or cause to be furnished to each other, as promptly as practicable and to the extent in such Party's possession or control, such information and assistance relating to the Purchased Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required or optional filings relating to Tax matters, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution or defense of any suit or other proceeding relating to Tax matters and for the answer to any Governmental Authority relating to Tax matters.

7.3   Allocation of Total Consideration. Schedule 7.3 sets forth the allocation of the Total Consideration for the purposes of, and in accordance with, Section 1060 of the Tax Code. Any amount of Unearned Revenue not reimbursed by Available Cash pursuant to Section 3.4 shall be considered an assumed liability, shall be allocated to Goodwill. Buyer shall report, act and file its Tax Returns (including Internal Revenue Service Form 8594) in all respects and for all purposes consistent with such allocation unless Seller and Buyer mutually agree to a different allocation following the Closing.

ARTICLE VIII
CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER

The obligations of Buyer to consummate the transactions contemplated hereby are subject to the satisfaction or waiver by Buyer each of the following separate conditions precedent on or before the Closing Date:

8.1   New Lease. Prior to Closing, the landlord of the Purchased Assets and Buyer shall lease the real property related to the Seller's leased property pursuant to a written lease acceptable to Buyer in its sole and absolute discretion.

8.2   Satisfaction of Claims Against Dr. Rajeev Sharma. On or before June 15, 2021, Dr. Rajeev Sharma shall execute a written Settlement Agreement which resolves all claims that have or could have been asserted against him by White Oak Business Capital, Inc. On or before June 22, 2021, a Motion to Approve the Settlement Agreement shall be filed with the Bankruptcy Court in Bankruptcy Case No. 20-22860. The Settlement Agreement must be approved by the Bankruptcy Court prior to the Closing Date

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8.3   Accuracy of Representations and Warranties. The representations and warranties of Seller contained herein or any certificate delivered to Buyer pursuant to this Agreement shall be true, accurate and correct as of the date of this Agreement and as of the Closing Date, as if made at and as of such date (unless any such representation or warranty refers specifically to a specified date, in which case such representation or warranty shall be true, accurate, and correct on and as of such specified date).

8.4   Compliance with Agreements and Covenants.   Seller shall have materially performed and complied with all of its covenants, obligations, and agreements contained in this Agreement to be performed and complied with by it on or prior to the Closing Date, including, without limitation, Seller shall, consistent with section 365(b)(1)(A) of the Bankruptcy Code and as may be negotiated between Seller and the respective counterparty, but subject to its rights otherwise provided under this Agreement, satisfy all undisputed Cure Obligations.

8.5   No Material Adverse Effect. There shall not have occurred any event, fact or circumstance that has had, or is reasonably likely to have, a Material Adverse Effect.

8.6   No Injunction. On the Closing Date: (i) there shall be no Order staying, reversing, modifying, vacating or amending the Sale Order; and (ii) there shall be no preliminary or permanent injunction or other Order of any court or Governmental Authority declaring this Agreement invalid or unenforceable in any material respect or otherwise preventing the transactions contemplated herein from being consummated.

8.7   Deliveries. Seller shall have made, or be prepared to make at the Closing, all of the deliveries set forth in Section 11.2.

8.8   Sale Order Date. The Bankruptcy Court shall enter a Sale Order authorizing and approving the sale to Buyer no later than July 31, 2021.

ARTICLE IX
CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER

The obligations of Seller to consummate the transactions contemplated hereby are subject to the satisfaction or waiver by Seller of the following conditions precedent on or before the Closing Date:

9.1   Accuracy of Representations and Warranties. The representations and warranties of Buyer contained herein or any certificate delivered to Seller pursuant to this Agreement shall be true, accurate, and correct as of the date of this Agreement and as of the Closing Date, as if made at and as of such date (unless any such representation or warranty refers specifically to a specified date, in which case such representation or warranty shall be true, accurate and correct on and as of such specified date).

9.2   Compliance with Agreements and Covenants.   Buyer shall have materially performed and complied with all of its covenants, obligations, and agreements contained in this Agreement to be performed and complied with by it on or prior to the Closing Date.

9.3   Required Consents. Seller shall have obtained the consents listed on Schedule 4.3.

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9.4 <u>Bankruptcy Court Approval</u>. The Bankruptcy Court shall have entered the Sale Order which shall be in full force and effect on the Closing Date.

9.5 <u>No Injunction or Litigation</u>. On the Closing Date: (i) there shall be no Order staying, reversing, modifying, vacating or amending the Sale Order; (ii) there shall be no preliminary or permanent injunction or other Order of any court or Governmental Authority declaring this Agreement invalid or unenforceable in any material respect or otherwise preventing the transactions contemplated herein from being consummated; and (iii) there shall not be pending or threatened any suit, action or proceeding (y) challenging or seeking to restrain, prohibit, alter or materially delay the consummation of any of the transactions contemplated by this Agreement or (z) seeking to obtain from Seller or any of its Affiliates any damages in connection with the transactions contemplated hereby.

9.6 <u>Deliveries</u>. Buyer shall have made, or be prepared to make at the Closing, all of the deliveries set forth in Section 11.3.

9.7 <u>Sale Order Date</u>. The Bankruptcy Court shall enter a Sale Order authorizing and approving the sale to Buyer no later than July 31, 2021.

ARTICLE X
EMPLOYEES AND BENEFIT PLANS

10.1 <u>Transferred Employees</u>.

(a) Buyer may extend to any employee of Seller an offer of employment (any such offer being referred to herein as a "<u>Transfer Offer</u>") that, if accepted, shall become effective on the Closing Date. Seller shall not interfere or hinder Buyer's reasonable efforts to have employees accept Transfer Offers. Employees of Seller who commence employment with Buyer pursuant to a Transfer Offer shall be referred to herein as "<u>Transferred Employees</u>." Nothing in this Section 10.1 or elsewhere in this Agreement shall be construed to create a right in any employee of Seller to employment with Buyer. Nothing in this Agreement shall be deemed to prevent or restrict in any way the right of Buyer to terminate, reassign, promote, or demote any Transferred Employee after the Closing Date or to change adversely or favorably the title, powers, duties, responsibilities, functions, locations, compensation, benefits, or terms or conditions of employment of such Transferred Employee.

(b) On the Closing Date, Seller shall have released each of the Transferred Employees from his or her employment with Seller and any agreement restricting their right to compete with Seller, or any Affiliate of Seller and from any agreement restricting his or her use or disclosure of confidential or proprietary information related to the Purchased Assets (including the Intellectual Property).

(c) Buyer shall have no liability in connection with the termination by Seller of the employment or engagement of any employee of, or other Person providing services to, Seller.

(d) Seller will be responsible for the payment and satisfaction of (i) all wages and other remuneration due to the employees with respect to their services to Seller prior to the Closing Date, (ii) all payments required under the Law with respect to actions or activities

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occurring prior to the Closing Date in connection with the transactions contemplated hereby, (iii) the provision of health plan continuation coverage for (A) any employee of Seller (including any Transferred Employee) terminated or who resigned at or prior to the Closing, and (B) any employee of Seller that is not a Transferred Employee terminated after the Closing, in each case, in accordance with the requirements of COBRA and ERISA §§ 601-608, (iv) all termination or severance payments to any employee who resigned or was terminated on or prior to the Closing Date and any claims that consummation of the transactions contemplated hereby or any measures to be imposed in connection with the transactions contemplated hereby constitutes an involuntary termination or constructive termination of the employment of any of employees, and (v) all liabilities arising under claims by the employees for benefits attributable to any of Seller's benefits plan.

(e)   Nothing herein express or implied by this Agreement shall confer upon any employee, or legal representative thereof, any rights or remedies, including any right to employment or benefits for any specified period, of any nature or kind whatsoever, under or by reason of this Agreement.

10.2   Employee Benefits. Without limiting the foregoing, all liabilities and obligations in respect of Seller's past, present and future employees occurring prior to the Closing shall be Excluded Liabilities.

ARTICLE XI
CLOSING

11.1   Closing.   The consummation of the transactions contemplated hereby (the "Closing") shall take place remotely or in Pittsburgh, Pennsylvania at the Law Offices of Robert O Lampl, at 10:00 a.m. (EST) no later than the latter of (i) three (3) Business Days after the Sale Order becomes a Final Order or (ii) ninety (90) days after the date hereof (the "Closing Date"), subject to the closing conditions contained in this Agreement. Unless otherwise agreed by the Parties in writing, the Closing shall be deemed effective and all right, title and interest of Seller in the Purchased Assets to be acquired by Buyer hereunder shall be deemed to have passed to Buyer and the assumption of all of the Assigned Contracts and the Assumed Liabilities shall be deemed to have occurred as of 12:00:01 a.m. (Eastern Time) on the Closing Date. All proceedings to be taken and all documents to be executed and delivered by all Parties at the Closing shall be deemed to have been taken and executed simultaneously and no proceedings shall be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

11.2   Deliveries by Seller. At or prior to the Closing, Seller shall deliver to Buyer the following, each dated the Closing Date and duly executed by Seller (with all costs associated therewith paid by Seller):

(a)   Such certificates of title, bills of sale, assignments, including as needed to assign the Patents, deeds or other instruments of transfer, conveyance or assignment, all in form and substance acceptable to Buyer in its sole and absolute discretion, as shall be effective to vest in Buyer title to the Purchased Assets free and clear of all Encumbrances other than the Assumed Liabilities;

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(b)   A true and correct copy of the Sale Order;

(c)   A certificate, signed by an officer of Seller, certifying as to the accuracy of Seller's representations and warranties as of the Closing Date

(d)   all other certificates, agreements and other documents required by this Agreement (or as Buyer may reasonably request) to be delivered by Seller at or prior to the Closing in connection with the transactions contemplated by this Agreement.

11.3   Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller the following, each dated the Closing Date and duly executed by Buyer:

(a)   One or more Assignment and Assumption Agreements, in form and substance reasonably acceptable to Seller, evidencing Buyer's obligation to pay, discharge and perform the Assumed Liabilities;

(b)   A certificate, signed by an officer of Seller, certifying as to the accuracy of Buyer's representations and warranties as of the Closing Date;

(c)   The Closing Payment and, written notice by Buyer to the Escrow Agent to release to or on behalf of Seller any amount of the Deposit remaining with the Escrow Agent.

ARTICLE XII
TERMINATION

12.1   Termination. This Agreement may be terminated on written notice as follows:

(a)   By mutual consent of Seller and Buyer;

(b)   By either Party, in the event of a material Breach by the other Party of any representation, warranty, covenant or obligation of such Party under this Agreement which remains uncured after notice and a reasonable opportunity to cure (which except in the case of a breach of the obligations to consummate the transaction, shall not be less than ten (10) Business Days);

(c)   By Buyer, if any of the conditions in Article VIII of this Agreement have not been satisfied in all material respects on or before the Closing Date and Buyer is not the reason why such conditions have not been satisfied, or if satisfaction of a condition is or becomes impossible (other than through the failure of Buyer to comply with its obligations under this Agreement) and Buyer has not waived the condition on or before the Closing Date;

(d)   By Seller, if any of the conditions in Article IX of this Agreement have not been satisfied in all material respects on or before the Closing Date and Seller is not the reason why such conditions have not been satisfied, or if satisfaction of a condition is or becomes impossible (other than through the failure of Seller to comply with its obligations under this Agreement) and Seller has not waived the condition on or before the Closing Date;

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(e)   By either Party if (i) all of the conditions precedent of both Parties' obligation to close have occurred, (ii) such Party is not the reason why the Closing has not occurred, and (iii) the Closing (one or both of them) has not occurred by September 15, 2021; and

(f)   By Buyer prior to the commencement of the Bankruptcy Court hearing to consider entry of the Sale Order if Buyer is not satisfied, in its sole and absolute discretion, with the results of its due diligence on the Purchased Assets or if the Sale Order materially changes the rights or obligations of Buyer from those stated herein.

12.2   Effect of Termination. In the event this Agreement is terminated, this Agreement shall be null and void and neither Party shall have any remaining obligations to the other Party with respect hereto.

ARTICLE XIII
INDEMNIFICATION AND POST-CLOSING COVENANTS

13.1   Indemnification by Buyer.

(a)   Buyer will indemnify, defend and hold Seller harmless from and against any Losses arising directly or indirectly from any of the following, regardless of whether the claim arises under contract, breach of warranty, tort or other legal theory:

(i)   any Breach of any representation or warranty made by Buyer in this Agreement or in any agreement or certificate delivered by Buyer at Closing;

(ii)   any Breach by Buyer of any covenant or obligation of Buyer in this Agreement or in any agreement or certificate delivered by Buyer at Closing;

(iii)   any claim by any Person for brokerage or finder's fees or commissions or similar payments that remain unpaid after the Closing and which are based upon any agreement or understanding alleged to have been made by such Person with Buyer (or any Person acting on its behalf) in connection with the contemplated transactions; or

(iv)   Buyer's operation, ownership, and utilization of the Purchased Assets after the Closing Date.

(b)   All of the representations, warranties, covenants, and agreements made by Seller or Buyer in this Agreement shall survive the Closing until the termination of the Bankruptcy Case.

13.2   Administrative Claims Arising Under Assigned Contracts. Seller shall timely pay all obligations to counterparties to the Assigned Contracts that arose between the Petition Date and the Closing Date under such Assigned Contract and shall indemnify, defend and hold Buyer harmless from any liability, costs, expenses, losses, court costs, attorneys' fees, and other out-of-pocket costs arising from any such administrative claims arising under the Assigned Contracts. Notwithstanding anything to the contrary, this indemnification shall survive Closing indefinitely.

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13.3   Receipt of Accounts Receivable Post-Closing. From and after the Closing: (i) if Seller or its Affiliate receives or collects any funds relating to any Purchased Asset, Seller or its Affiliate shall remit the same to Buyer within three (3) Business Days after its receipt thereof, and (ii) if Buyer receives or collects any funds relating to any Excluded Asset, Buyer shall remit the same to Seller within three (3) Business Days after its receipt thereof. Notwithstanding anything to the contrary, this indemnification shall survive Closing indefinitely.

13.4   Further Assurance.   Each Party shall execute and cause to be delivered to each other Party such instruments and other documents, and shall take such other actions, as such other Party may reasonably request (prior to, at or after the Closing) for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement. Notwithstanding anything to the contrary, this indemnification shall survive Closing indefinitely.

ARTICLE XIV
MISCELLANEOUS

14.1   Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter contained herein and supersedes any prior understandings and agreements among them respecting such subject matter.

14.2   Headings. The headings in this Agreement are for convenience of reference only and shall not affect its interpretation.

14.3   Notices. All notices or other communications required hereunder shall be in writing and shall be deemed to have been given if delivered personally, on the next day if mailed by overnight mail, to the addresses of the Parties as follows:

If to Seller:

> VideoMining Corporation
> 403 S. Allen Street, Suite 101
> State College, PA 16801

> with a copy to:

> Law Office of Robert O Lampl
> 223 Fourth Avenue
> Pittsburgh, PA 15222
> Attention: Robert O Lampl, Esq. and Ryan Cooney, Esq.

If to Buyer:

> VMC Acq., LLC
> 2120 Old Gatesburg Road
> State College, PA 16803
> Attention: Donald C. Belt

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with a copy to:

Cherin Law Offices, P.C.
525 William Penn Place, 28th Floor
Pittsburgh, PA 15219
Attention: Steven M. Cherin, Esq.

14.4   Exhibits and Schedules.   Each Exhibit and Schedule referred to herein is incorporated into this Agreement by such reference.

14.5   Severability.   If any provision of this Agreement is held to be illegal, invalid or unenforceable such illegality, invalidity or unenforceability will not affect any other provision hereof. This Agreement shall, in such circumstances be deemed modified to the extent necessary to render enforceable the provisions hereof.

14.6   Waiver.   Except as otherwise provided in this Agreement, the failure of any Party to insist upon strict performance of any of the terms or conditions of this Agreement will not constitute a waiver of any of its rights hereunder.

14.7   Assignment.   Buyer may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Seller.

14.8   Successors and Assigns.   This Agreement binds, inures to the benefit of, and is enforceable by the successors and permitted assigns of the Parties, including any trust which may be created as part of any plan of liquidation established by Seller, and does not confer any rights on any other Persons or entities.

14.9   Governing Law.   This Agreement, and all other documents executed in connection with this Agreement shall be construed and enforced in accordance with Federal Bankruptcy Laws (including the Bankruptcy Code). To the extent applicable, and where State Law is implicated, the Laws of the Commonwealth of Pennsylvania shall govern, without reference to any conflict of law principles.

14.10   Venue.   Buyer and Seller agree that all actions brought, arising out of, or related to the transactions contemplated in this Agreement shall be brought in the Bankruptcy Court, and the Bankruptcy Court shall retain jurisdiction to determine any and all such actions. Each Party hereby irrevocably consents to the personal and subject matter jurisdiction of the Bankruptcy Court and agrees that the Bankruptcy Court may enter final and binding judgments with respect to any controversy arising from or related to this Agreement and the transactions contemplated herein. In the event the Bankruptcy Court for any reason declines to exercise jurisdiction each Party hereby consents to the personal jurisdiction of any state or federal court having competent subject matter jurisdiction located in Allegheny County, Pennsylvania.

14.11   Amendments.   This Agreement may be amended only by a written instrument duly executed by all of the Parties in writing, or the Sale Order.

14.12   Counterparts.   This Agreement may be executed in any number of counterparts and any Party hereto may execute any such counterpart, each of which when executed and delivered

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shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. In order to facilitate execution of this Agreement, electronic or facsimile signatures shall be deemed to be original signatures.
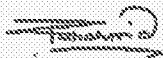
14.13   No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and no provision of this Agreement shall be deemed to confer upon any other Person any remedy, claim, liability, reimbursement, cause of action or other right.

14.14   Expenses. Except as otherwise provided in this Agreement, each of the Parties shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including, without limitation, any legal and accounting fees, whether or not the transactions contemplated hereby are consummated.

[Remainder of Page Intentionally Left Blank]

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IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the date first above written.

VideoMining Corporation

By:_____
Name: Rajeev Sharma
Title: CEO

VMC ACQ., LLC

By: AGSM II, LLC
Its: Manager

By:_____
Name: Donald C. Belt
Title: Manager

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IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the date first above written.

VideoMining Corporation

By:_____

Name: Rajeev Sharma

Title: CEO

VMC ACQ., LLC

By: AGSM II, LLC

Its: Manager

By:_____

Name: Donald C. Bell

Title: Manager

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SCHEDULE 2.1(a)

(Equipment & Fixed Assets)

1. All furniture, equipment office furniture and fixtures, whether owned or leased by VideoMining Corporation located at 403 S. Allen Street, State College, PA 16801, including, but not limited to, the following:

   a. Office Furniture

Asset Tag	Item	Location / Office
VM000600	Desk	Rajeev
VM000601	Office Chair	Rajeev
VM000602	Bookcase	Rajeev
VM000606	Conference Chair	Rajeev
VM000605	Conference Chair	Rajeev
VM000604	Conference Chair	Rajeev
VM000603	Conference Chair	Rajeev
VM000607	Desk	Data Services
VM000608	Desk	Data Services
VM000609	Desk	Data Services
VM000610	Office Chair	Data Services
VM000611	Office Chair	Data Services
VM000612	Office Chair	Data Services
VM000613	Bookcase	Data Services
VM000614	Desk	Analyst
VM000615	Desk	Analyst
VM000616	Desk	Analyst
VM000617	Desk	Analyst
VM000618	Desk	Analyst
VM000619	Office Chair	Analyst
VM000620	Office Chair	Analyst
VM000621	Office Chair	Analyst
VM000622	Office Chair	Analyst
VM000623	Office Chair	Analyst
VM000624	Office Chair	IT
VM000625	Desk	IT
VM000626	Table	IT
VM000627	Desk	IT
VM000628	Office Chair	IT
VM000629	Desk	Engineering
VM000630	Desk	Engineering

Asset Tag	Item	Location / Office
VM000631	Desk	Engineering
VM000632	Desk	Engineering
VM000633	Desk	Engineering
VM000634	Office Chair	Engineering
VM000635	Office Chair	Engineering
VM000636	Office Chair	Engineering
VM000637	Office Chair	Engineering
VM000638	Office Chair	Engineering
VM000639	Desk	Analyst
VM000640	Office Chair	Analyst
VM000641	Bookcase	Analyst
VM000642	Table	Kitchen
VM000643	Table	Kitchen
VM000644	Table	Kitchen
VM000645	Meeting Table	Rajeev
VM000646	Desk	IT
VM000647	Desk	IT
VM000648	Office Chair	IT
VM000649	Office Chair	IT
VM000650	Table	IT
VM000651	Table	IT
VM000652	Conference Chair	Conference
VM000653	Conference Chair	Conference
VM000654	Conference Chair	Conference
VM000655	Conference Chair	Conference
VM000656	Conference Chair	Conference
VM000657	Conference Chair	Conference
VM000658	Conference Chair	Conference
VM000659	Conference Chair	Conference
VM000660	Conference Chair	Conference
VM000661	Conference Chair	Conference
VM000662	Meeting Table	Conference
VM000663	Bookcase	Conference
VM000664	Bookcase	Misc
VM000665	Desk	Bossi
VM000666	Office Chair	Bossi
VM000667	Bookcase	Bossi
VM000668	Office Chair	Bossi
VM000669	Misc - Credenza	Bossi
VM000670	Desk	Hirata

Asset Tag	Item	Location / Office
VM000671	Office Chair	Hirata
VM000672	Office Chair	Hirata
VM000673	misc - drawers	Hirata
VM000674	Desk	Tana
VM000675	Office Chair	Tana
VM000676	Desk	Tana
VM000677	Office Chair	Tana
VM000678	Std Chair	Misc
VM000679	Std Chair	Misc
VM000680	Std Chair	Misc
VM000681	Std Chair	Misc
VM000682	Std Chair	Misc
VM000683	Std Chair	Misc
VM000684	Std Chair	Misc
VM000685	Std Chair	Misc
VM000686	Std Chair	Misc
VM000687	Std Chair	Misc
VM000688	Std Chair	Misc
VM000689	Std Chair	Misc
VM000690	Std Chair	Misc
VM000691	Std Chair	Misc
VM000692	Std Chair	Misc
VM000693	Std Chair	Misc
VM000694	Std Chair	Misc
VM000695	Std Chair	Misc
VM000696	Std Chair	Misc
VM000697	Cabinet	Misc
VM000698	Cabinet	Misc
VM000699	Cabinet	Misc
VM000700	Bookcase	Tana
VM000701	Cabinet	Hirata
VM000702	Bookcase	IT
VM000703	Cabinet	IT
VM000704	Shelf	IT
VM000705	Table	IT
VM000706	Table	IT
VM000707	Shelf	Annotation Room
VM000708	Shelf	Annotation Room
VM000709	Table	Annotation Room
VM000710	Desk	Annotation Room

Asset Tag	Item	Location / Office
VM000711	Office Chair	Annotation Room
VM000712	Desk	Annotation Room
VM000713	Table	Annotation Room
VM000714	Std Chair	Annotation Room
VM000715	Std Chair	Annotation Room
VM000716	Std Chair	Annotation Room
VM000717	Shelf	Annotation Room
VM000720	Desk	Annotation Room
VM000721	Desk	Annotation Room
VM000722	Desk	Annotation Room
VM000723	Office Chair	Annotation Room
VM000724	Office Chair	Annotation Room
VM000725	Office Chair	Annotation Room
VM000726	Office Chair	Annotation Room
VM000727	Office Chair	Annotation Room
VM000729	Office Chair	Annotation Room
VM000730	Office Chair	Annotation Room
VM000731	Office Chair	Annotation Room
VM000732	Office Chair	Annotation Room
VM000733	Office Chair	Annotation Room
VM000734	Office Chair	Annotation Room
VM000735	Office Chair	Annotation Room
VM000736	Office Chair	Annotation Room
VM000737	Office Chair	Annotation Room
VM000718	Cabinet	Annotation Room
VM000719	Cabinet	Annotation Room
VM000728	Std Chair	Annotation Room
VM000738	40 INCH Monitor	Annotation Room
VM000741	40 INCH Monitor	Misc
VM000740	40 INCH Monitor	Misc
VM000739	40 INCH Monitor	Misc
VM000742	60 INCH Monitor	Misc
VM000743	60 INCH Monitor	Misc

b. Computer Equipment and all data contained on the hard drives:

Office	QTY	Description
Annotation	17	Desktop PCs + Accessories
Richard Hirata	1	Laptop + Accessories
Chris Bossi	1	Desktop PCs + Accessories
Rajeev Sharma	1	Laptop + Accessories

Office	QTY	Description
Data Services	3	Desktop PCs + Accessories
Data Services	2	Laptop + Accessories
Mt Nittany conference Room	1	Desktop PCs + Accessories
James Brennen	1	Desktop PCs + Accessories
Dilip Hari / Gary Panulla	2	Desktop PCs + Accessories
Analytics Area	5	Desktop PCs + Accessories
Engineering Area	3	Desktop PCs + Accessories
Entire Office	1	Phone System w/all phones
IT Area	2	Desktop PCs + Accessories
IT Area	5	Laptop + Accessories
IT Area & Server Room	92	Server Computers
IT Area & Server Room	9	Cisco Cameras
IT Area & Server Room	71	Axis Cameras
IT Area & Server Room	9	Power strips
IT Area & Server Room	48	POE Switches 24 - 48 Ports
IT Area & Server Room	20	Small connect switches
IT Area & Server Room	22	Synology NAS units
IT Area & Server Room	31	Intel I5 NUCs
IT Area & Server Room	12	Battery backup
IT Area & Server Room	12	1U Wall mount racks
IT Area & Server Room	3	1U Rack trays
IT Area & Server Room	23	Cisco Routers
IT Area & Server Room	8	Cables DB-9 to USB
IT Area & Server Room	14	Axis PTZ cameras
IT Area & Server Room	19	Telescoping Extension cam mount
IT Area & Server Room	3	4U Wall mount rack
IT Area & Server Room	4	CAT5e Ethernet Cable Cases
IT Area & Server Room	6	4TB hard drives
Storage Closet	2	Desktop PCs + Accessories
Receptionist	1	Laptop + Accessories
Receptionist	1	Fax Copier
Richard Hirata Office	1	HP Color Printer
IT Area	4	Developer's Hard Drives
IT Area	798	Cameras / Omnisenr's

2. All equipment, furniture, inventory and fixtures, whether owned or leased by VideoMining Corporation associated with the collection of Shopper Data located in retail stores including but not limited to:

Location	Category	State	Zip	VMS VPU Total	Camera Total	Switch Total	NAS	Router
PTSMT-1392	SPEC	NC	28315	3	68	4	1	1
PTSMT-434	SPEC	IL	60435	2	46	3	1	1
RTRS-037	SPEC	PA	17059	1	5	1	1	1
USCELL-3175	SPEC	NC	27892	1	21	1	1	1
GIANT-97	GSI - Big 4	PA	17033	6	180	9	1	1
SWY-0413	GSI - Big 4	AZ	85022	7	164	8	1	1
SWY-1480	GSI - Big 4	CO	80129	5	115	6	1	1
SWY-1751	GSI - Big 4	OR	97038	5	125	6	1	1
GIANT-318	GSI	MD	20770	5	142	7	1	1
GTE-18	GSI	PA	15116	4	88	4	1	1
GTE-6501	GSI	OH	43230	4	90	5	1	1
SAS-606	GSI	CT	6416	6	165	8	1	1
SCH-191	GSI	MO	63044	3	64	3	1	1
SWY-2030	GSI	CA	91381	3	65	3	1	1
SWY-2607	GSI	CA	110	4	106	5	1	1
CHV-1117	CSI Ongoing	WA	98208	2	28	2	1	1
CHV-1485	CSI Ongoing	CA	92503	1	26	2	1	1
CHV-1553	CSI Ongoing	CA	93210	1	24	2	1	1
CHV-1789	CSI Ongoing	CA	94598	2	29	2	1	1
CHV-1984	CSI Ongoing	CA	92802	2	27	2	1	1
CHV-1989	CSI Ongoing	CA	92620	1	25	2	1	1
RACE-2457	CSI Ongoing	GA	30060	1	25	2	1	1
SNAP-002	CSI Ongoing	PA	16686	2	28	2	1	1
SNAP-005	CSI Ongoing	PA	16830	2	37	2	1	1
SNAP-015	CSI Ongoing	PA	16853	1	26	2	1	1
BP-82376	CSI	CA	95618	1	21	1	1	1
CF-183	CSI	MA	1524	1	23	2	1	1
CK-7630	CSI	FL	33570	2	38	2	1	1
CK-7961	CSI	FL	33603	1	28	2	1	1
CK-9779	CSI	FL	33713	1	18	1	1	1
CK-9980	CSI	CO	80111	1	25	2	1	1
FZ-83100	CSI	CA	90280	1	28	2	1	1
GETGO-3280	CSI	PA	15116	1	24	2	1	1
GETGO-3514	CSI	OH	43147	1	11	1	1	1
HOL-379	CSI	MN	55434	1	27	2	1	1
MAV-421	CSI	NV	89506	1	24	2	1	1
MAV-481	CSI	UT	84404	1	14	1	1	1
RACE-618	CSI	GA	30101	1	27	2	1	1

Location	Category	State	Zip	VMS VPU Total	Camera Total	Switch Total	NAS	Router
RTRS-020	CSI	PA	17057	1	26	2	1	1
THOR-160	CSI	KY	40229	1	24	2	1	1
INVISTA-1530	SPEC	GA	30318	1	7	1	0	1
CAREALOT-001	SPEC	VA	23455	2	34	2	1	1
CK-8531	SPEC	FL	33619	1	3	1	0	1
CK-9767	SPEC	FL	34135	1	2	1	0	1
CK-9771	SPEC	FL	33950	1	3	1	0	1
MC-2999	SPEC	NJ	8043	2	35	2	1	1
MC-4015	SPEC	IN	46237	2	31	2	1	1
MC-8125	SPEC	IN	46123	2	28	2	1	1
MIR-172	SPEC	MI	48843	1	2	1	0	1
MIR-181	SPEC	OH	43082	1	2	1	0	1
MIR-212	SPEC	OH	43068	1	7	1	0	1
MIR-245	SPEC	MI	48353	1	4	1	0	1
MIR-247	SPEC	IL	61802	1	3	1	0	1
MIR-265	SPEC	IL	60805	1	2	1	0	1
PTSMT-1099	SPEC	AZ	85051	1	6	1	0	1
PTSUMT-115	SPEC	FL	33441	3	61	3	1	1
PTV-5156	SPEC	PA	17403	1	25	2	1	1
SVMRT-36	SPEC	CA	93230	unknown				
SVMRT-650	SPEC	CA	93722	unknown				
SVMRT-654	SPEC	CA	93631	unknown				
SVMRT-73	SPEC	CA	93245	unknown				
SWY-1507	SPEC	CA	94114	1	6	1	0	1
SWY-2707	SPEC	CA	95207	1	5	1	0	1
USCELL-3041	SPEC	IA	50631	1	18	1	1	1
USCELL-3191	SPEC	IA	52807	1	20	1	1	1
USCELL-3232	SPEC	NC	68845	1	15	1	1	1
USCELL-3322	SPEC	IA	50010	1	13	1	1	1
USCELL-5248	SPEC	NC	27909	1	13	1	1	1
USCELL-5577	SPEC	NC	27889	1	18	1	1	1
USCELL-5579	SPEC	MO	65775	1	21	1	1	1
USCELL-5738	SPEC	NC	27870	1	19	1	1	1
USCELL-5805	SPEC	WI	53719	1	13	1	1	1
GIANT-135	GSI - AHOLD	MD	20906	6	129	6	1	1
GIANT-349	GSI - AHOLD	MD	21704	6	123	6	1	1
GIANT-6030	GSI - AHOLD	PA	17901	6	113	6	1	1
GIANT-6519	GSI - AHOLD	PA	18914	7	143	7	1	1
SAS-009	GSI - AHOLD	MA	1040	7	149	7	1	1
SAS-596	GSI - AHOLD	NY	10956	5	101	5	1	1
KROGER STORE #501	GSI - Kro	VA	23235	5	97	3	1	1

Location	Category	State	Zip	VMS VPU Total	Camera Total	Switch Total	NAS	Router
KROGER STORE #503	GSI - Kro	VA	23238	3	63	3	1	1
KROGER STORE #390	SPEC	OH	45231	1	7	1	1	1
KROGER STORE #366	SPEC	KY	40229	1	2	1	1	1
KROGER STORE #385	SPEC	KY	40216	1	2	1	1	1

SCHEDULE 2.1(e)

(Intellectual Property)

1. Patents.

All issued and patent applications owned by VideoMining, including but not limited to:

Issued Patents:

Patent No	Patent Issue Date	Title
7,319,779	01/15/08	Classification of humans into multiple age categories from digital images
7,505,621	03/17/09	Demographic classification using image components
7,848,548	12/07/10	Method and system for robust demographic classification using pose independent model from sequence of face images
7,912,246	03/22/11	Method and system for determining the age category of people based on facial images
7,957,565	06/07/11	Method and system for recognizing employees in a physical space based on automatic behavior analysis
7,987,111	07/26/11	Method and system for characterizing physical space based on automatic demographics measurement
8,009,863	08/30/11	Method and system for analyzing shopper behavior using multiple sensor tracking
8,010,402	08/30/11	Method for augmenting transaction data with visually extracted demographics of people using computer vision
8,027,521	09/27/11	Method and system for robust human gender recognition using facial feature localization
8,098,888	01/17/12	Method and system for automatic analysis of the trip of people in a retail space using multiple cameras
8,189,926	05/29/12	Method and system for automatically analyzing categories in a physical space based on the visual characterization of people
8,219,438	07/10/12	Method and system for measuring shopper response to products based on behavior and facial expression
8,254,633	08/28/12	Method and system for finding correspondence between face camera views and behavior camera views
8,295,597	10/23/12	Method and system for segmenting people in a physical space based on automatic behavior analysis
8,325,982	12/04/12	Method and system for detecting and tracking shopping carts from videos
8,351,647	01/08/13	Automatic detection and aggregation of demographics and behavior of people

Patent No.	Patent Issue Date	Title
8,379,937	02/19/13	Method and system for robust human ethnicity recognition using image feature-based probabilistic graphical models
8,380,558	02/19/13	Method and system for analyzing shopping behavior in a store by associating RFID data with video-based behavior and segmentation data
8,412,656	04/02/13	Method and system for building a consumer decision tree based on in-store behavior analysis
8,433,612	04/30/13	Method and system for measuring packaging effectiveness using video-based analysis of in-store shopper response
8,520,906	08/27/13	Method and system for age estimation based on relative ages of pair-wise facial images of people
8,577,705	11/05/13	Method and system for rating the role of a product category in the performance of a store area
8,812,344	08/19/14	Method and system for determining the impact of crowding on retail performance
9,161,084	10/13/15	Method and system for media audience measurement by viewership extrapolation
9,317,785	04/19/16	Method and system for determining ethnicity category of facial images based on multi-level primary and auxiliary classifiers
9,740,977	08/22/17	Method and system for recognizing the intentions of shoppers in retail aisles based on their trajectories
9,747,497	08/29/17	Method and system for rating in-store media elements
10,083,358	09/25/18	Association of unique person to point-of-sale transaction data
10,198,625	02/05/19	Association of unique person to a mobile device using repeat face image matching
10,217,120	02/26/19	Method and system for in-store shopper behavior analysis with multi-modal sensor fusion
10,262,331	04/16/19	Cross-channel in-store shopper behavior analysis
10,296,936	05/21/19	Method and system for measuring effectiveness of a marketing campaign on digital signage
10,354,262	07/16/19	Brand-switching analysis using longitudinal tracking at at-shelf shopper behavior
10,387,896	08/20/19	At-shelf brand strength tracking and decision analytics
10,614,294	04/07/20	Association of mobile device to retail transaction
10,614,436	04/07/20	Method and system for measuring viewership of people for displayed object
10,713,670	06/24/20	Method and system for finding correspondence between point-of-sale data and customer behavior data
10,963,893	03/30/21	Personalized decision tree based on in-store behavior analysis

Patent No.	Patent Issue Date	Title
11,004,093	05/11/21	Method and system for detecting shopping groups based on trajectory dynamics

Patents Applications:

Application No.	Application Date	Title
12/220,076	07/21/08	Method and system for collecting shopper response data tied to marketing and merchandising elements
12/228,409	08/12/08	Method and system rating the strength of a brand in attracting shoppers relative to a product category
12/313,459	11/20/08	Method and system for evaluating content for digital displays by measuring viewer responses by demographic segments
13/999,280	02/05/14	Method and system for measuring in-store location effectiveness based on shopper response
14/513,696	10/14/14	Method and system for robust person tracking using mobile signal and video analytics
14/984,180	12/30/15	Method and system for creating anonymous shopper panel using multi-modal sensor fusion
15/004,457	01/22/16	Method and system for measuring the effectiveness of in-store marketing campaign

2. All Other Intellectual Property.

Trademarks:

Docket No	Mark	Mark Type	Registration Application		
			Filing Date	Serial No	Examiner
TM-0001-VM0	VIDEOMINING		12/17/2007	77353606	IN SUNG HYUN
TM-0002-PSM	THE POWER TO SEE MORE		10/23/2007	77311092	IN SUNG HYUN

Domains / Website Content

Domain	Registrar	Status	Host
videomining.com	Network Solutions	Active	Site 5
shopperfirst.com	GoDaddy	Active Redirects to videomining.com	

Domain	Registrar	Status	Host
shopperpro.com	GoDaddy	Active Redirects to videomining.com	
shopperimpact.com	GoDaddy	Active Redirects to client portal - https://videomining.onelogin.com/login	

Data

All Aggregated and Unaggregated Data owned by VideoMining Corporation to include, but not limited to:

Type	Metric	Definition
Path-To-Purchase	Store Traffic	A count of all individuals who enter the store.
	Aisle Traffic (per 100 Store Traffic)	A count of all individuals (per 100 store traffic) who enter an aisle
	Aisle exposure rate	Aisle Traffic/Store Traffic
	Category Traffic (per 100 Store Traffic)	A count of all individuals (per 100 store traffic) who enter a category
	Category Exposure Rate	Category traffic/Aisle traffic
	Category Shopper (per 100 Store Traffic)	A count of all individuals (per 100 store traffic) who stop to engage with a category
	Traffic Engagement %	CategoryShopper/Category Traffic
	Category Buyer (per 100 Store Traffic)	A count of individuals (per 100 store traffic) who bought a product from a category
	Closure Rate (%)	Category Buyer/Category Shopper
	$ Revenue Per 100	Total revenue from category shoppers (per 100 store traffic)
	$ Leakage per 100	The estimated monetary value of category shoppers (per 100 store traffic) who walk away without buying ("leakage")
Decision Analytics	Total Time in Category	The total time spent by a shopper in a category, or other area of interest. This is a sum of time spent shopping and time spent navigating. This does not apply to traffic or passers by.

Type	Metric	Definition
	Avg. Shopping Time	Avg. time spent engaged with the category across all stops made by category shoppers - this does not include any time for which a shopper was navigating the category, or other area of interest. This does not apply to traffic or passers by.
	Shopping Time Distribution	A distribution of average shopping times for a category, or region of interest
	Shopping Stops	Avg. number of stops made by category shoppers
	Navigation Time	The total time spent navigating the category - this does not include any time for which a shopper was engaged with the category, or other area of interest. This does not apply to traffic or passers by.
	Navigation time Per ft	Navigation time per linear foot of the category
	Navigation Complexity (%)	Avg category navigation time / Avg category shopping time
	Decision Mix	Pre-shelf and at-shelf decisions
	First shopped category in an aisle	Percentage of aisle shoppers who shop first at each category in the aisle.
	Category in aisle shopped before and after	Given a category, most often shopped category (in the same aisle) before and after
	Category traffic by DoE	Category traffic broken down by Aisle DoE
	Category shoppers by DoE	Category shoppers broken down by Aisle DoE
Productivity Analytics	Time Productivity	Sales generated per minute of time spent in category ($/min)
	Space Productivity	Sales generated per foot of the category on a daily basis ($/ft)
	Value of Traffic (Exposure)	Sales generated by the category per Category Traffic
	Value of Shopper (Engagement)	Sales generated by the category per Category Shopper
	Value of Buyer (Conversion)	Sales generated by the category per Catgeory Buyer (a/k/a Avg. Basket)
Basket Composition or Storewide Analysis	Avg. Units Sold	Avg. number of units in a basket
	Unit Based Trip Type	Breakdown of basket data by number of items purchased

Type	Metric	Definition
	Cross-Purchase	Analysis of most often cross purchased items
	Cross-Purchase Common Groupings	Analysis of most often cross purchased categories/common groups
	Dept. Cat Distribution	Within a dept, how often are 1, 2, 3, 4 or 5 categories bought.
	Avg. Store Basket	Avg. basket after discounts/promotions/coupons are applied
	Total Transaction Dollars (Gross)	Avg. basket dollars before any discounts/promotions/coupons are applied
	Total Transaction Dollars (Net)	Total sales after discounts/promotions/coupons are applied
	Total Transaction Dollars (Discount)	Avg. discounts/promotions/coupons applied to the basket
	Total Transaction Units	Total units in a basket
	Category Dollars (net)	Avg. $ spent by a category buyer
	Category Dollars (discount)	Avg. discounts/promotions/coupons applied to the category
	Category Units	Avg. units a category buyer purchased
	Buyers by time segments	Distribution of buyers of categories/store level over day parts (day parts tbd)
	Brand level basket analysis	Analysis of brands across store baskets
Aisle Dynamics	Traffic Heat Map	Heat map of traffic
	Shopping Activity Heat Map	Heat map of shopper
	Buyer heat map (nice to have)	Heat map of buyers
	Dollar heat map	Heat maps of dollars
	Direction of Entry	Aisle traffic by DoE
	Direction of Exit	Aisle traffic by DoE
	U-Turn	Avg. U-turn rate in an aisle
	List of Categories Visited (Traffic)	
	List of Categories Shopped (Shopper)	
	List of Shopping Times by Categories Shopped	
	List of Navigation Times by Categories Shopped	

Software / Firmware:
All software and firmware developed and/or owned by VideoMining Corporation, including but not limited to:

Type	Physical location	Name	Purpose
Software	VPU	VMS Remote Server	•Responsible for communicating with the admin portal, downloading project updates and sending errors reported by various modules, status of cameras and video server. •Record video streams and organize videos on the hard drive. •Runs the tracking algorithm, collects the data output by the algorithm, manages it on disk and sends it back to the admin portal.
Software	VPU	VMS Time Synchronizer	Calculates drift between remote VPU and VMS2 main server ("The Admin Portal")
Software	VPU	VMS Remote Updater	Remotely update any remote VPU to a specific version from any known version
Software	HQ	VMS Admin Portal	•Is the primary component that handles all communication with the Remote Server - sends updates to project files and receives status updates as well as meta data •Interface to navigate to a particular site, select a specific video server and browse snapshots from each of the cameras. This interface also shows the status of various monitored states such as camera interface, video stream status, algorithm status etc. •Set alerts on the values of various states with the option to send notification emails. •Uses databases to manage all its operations.
Software	HQ	VMS Delta Builder	Whenever a new build of VMS Remote Server is generated, the Delta builder builds out a patch or delta between the version that is deployed at a site and the newly generated build. Coordinating with the Remote Updater, this patch is then copied over to the remote server and the software is patched to the latest build.

Team	Deployed location	Name	Purpose
Software	HQ	VMS GUI	•Contains models of each of the supported cameras and uses these models to create a camera coverage map •Create and update live project settings - this project file specifies camera type along with video stream parameters. The live project also enables roles on the device - these roles include but not limited to running the Vision, Demographics or the Wi-Fi app. •Is used to setup offline remote or local processing of videos with different selections of tracking algorithms (vision, face etc.) •Can annotate videos - load up videos and annotate various activities and states
Software	HQ	VMS - CI	Bamboo build server - Build VMS Software versions and make them available via The Admin Portal (VMS2)
Software	HQ	TAP - Health Monitoring	•Performs periodic checks for site equipment health status collected through AWS lambdas and IoT messages •Automatically attempt to recover devices and send alerts if unsuccessful
Software	HQ	TAP - Setup & Configuration	•Prepares new or updates site resources including enabling roles through AWS thing shadows •Management of sites for viewing and changing status such as enable and disable data collection through AWS certificates
Software	HQ	TAP - Remote Access	•Remote access to devices for manual control and debugging, ssh command management •Provides individual device access through AWS IoT messages and ssh for on demand requests and commands to specific apps including camera movement and frame adjustments

Item	Deployed location	Name	Purpose
Software	HQ	TAP - Report Builder	•Ability to create on demand reports dynamically from multiple database sources
Software	HQ	OmniTrackr - Inventory	•Management of site equipment (cameras, switches, VPUs, Routers etc) and tracking of equipment lifecycle
Software	HQ	OmniTrackr - Deploy & Configure	•Prepare devices for site deployment by installing OS, quality assurance testing and configure devices as per site config •Manage deployment of devices for necessary replacements
Software	HQ	Annotation Project Creator	•Generate assignments for annotation users, build the project file with the assigned videos, collect statistics for user completion rates
Software	OmniSensr	OmniSensr OS	Raspbian OS with custom services to: •monitor applications •manage reporting •storage •communication with AWS and other devices •manage updates and remote configuration. Includes HealthApp, IoT connector, servocontroller, ir_controller, mosquitto wrapper, customized web pages
Software	OmniSensr	OmniSensr OS - CI & CD	Jenkins build server, deployment, Bitbucket pipelines - Produces development and release builds of the vml code base for all sensr based applications. Eventually intended to automate the creation of AMI Instances. Creates tagged OS releases to support the remote OS upgrade system.
Software	OmniSensr	Vision App	Remote edge deployed omnisensr application to perform shopper tracking
Software	OmniSensr	Demographics App	Remote edge deployed omnisensr application to provide shopper demographics at checkout

Item	Product/ location	Name	Purpose
Software	OmniSensr	Wi-Fi Apps	Includes both the Wi-Fi Trackr which aggregates Wi-Fi Sniffer packets into actual shopper tracks and the Wi-Fi Sniffer app which detects mobile devices and forwards their relative RSS to the remote trackr app
Software	AWS	AWS rules	Rules for filtering incoming data streams and managing storage. Parses incoming data messages and forward to appropriate database tables to storage
Software	HQ	Videomining Wiki pages (old wiki)	How-to documentation for various software including concepts,setup and procedures
Software	HQ	YOLO: Real-Time Object Detection	yolo enviroment for training algorithm, annotation tool for creating boundaries for objects to be detected.
Multiple	Stores	OmniSensr	Platform that runs "apps" to 1. process video streams to generate shopper track data 2. collects and analyzes Wi-Fi signals to locate the source 3. analyzes video stream to detect and track faces
Data Services	HQ	ETL helper scripts	Clean and move POS documents in tandem with Alteryx POS workflows
Data Services	HQ	Alteryx CSI ETL	Take POS data, format it, then load it in our DBs
Data Services	HQ	Alteryx GSI ETL	Take POS data, format it, then load it in our DBs
Data Services	HQ	Alteryx Macros	Used in various Alteryx Workflows
Data Services	HQ	CameraLocFromCalib	Output camera location from calibration
Data Services	HQ	CameraRegionOverlap	Generate report for categories inside the camera
Data Services	HQ	CameraRoles	Change camera roles for gathering different data
Data Services	VPU	CMS	Generate snapshot for axis cameras
Data Services	VPU	CMS_Omni	Generate snapshot for omni cameras

Team	Deployed Location	Name	Purpose
Data Services	HQ	cmsArchiver	Archive old camera snapshot to free space
Data Services	HQ	CrossShoppers	Calculates cross shopper from getshop data
Data Services	HQ	CSI	Produce traffic and shoppers for convenience stores
Data Services	HQ	Dazzle	Adjust highres and lowres for the identified stores and cameras
Data Services	HQ	DeltaHeatmap	Generates Heatmap for difference in data in two time range
Data Services	HQ	displayTrackingRegionFromLive	Displays the tracking regions of all the live cameras on a floorplan
Data Services	HQ	DisplayTrackingRegions	Displays the tracking regions of project file on a floorplan
Data Services	HQ	DOEandHeatmaps	Generates Heatmap and Doe at same time
Data Services	HQ	Extract_Track_noTrack	Extracts the tracking and no tracking regions for camera tracking
Data Services	HQ	ExtractAndUploadGetShopAndNodeId	Extracts shopping regions and stores into files
Data Services	HQ	ExtractAndUploadGetShopAndNodeId_S3	Extracts shopping regions and stores into db
Data Services	HQ	ExtractAndUploadGetShopAndNodeIdCSI	Extracts shopping regions and stores into 3 output directory for csi
Data Services	HQ	ExtractAnnotationData	various scripts to extract different style of annotation files
Data Services	VPU	ftpTransferVideos	windows exe to transfer files from vpu's to in house destination
Data Services	VPU	ftpVideoDownloader	old video downloading script
Data Services	HQ	GSI FullStore Scaling	generate scaling factors for new stores
Data Services	HQ	LiveDataStatus	Generates info about status of incoming data from camera
Data Services	HQ	Magnus_CalibrationUpload	Tool to manage calibration(create/update/delete)
Data Services	HQ	parseAnnotationLib	python in house library for parsing annotation files
Data Services	HQ	POSSE	In house post processing pipeline script- older version

Team	Desired location	Name	Purpose
Data Services	HQ	POSSE_S3	In house post processing pipeline script- Newer version (in memory processing and file storage to AWS)
Data Services	HQ	POTM Site Setup	Tool to setup new site: live project, calibration, vision settings
Data Services	HQ	teemo	Tool to manage camera join camera level files
Data Services	HQ	Tinker2.0	Final data generation tool which uses various machine learning methodologies to smooth final data
Data Services	HQ	Tinker2.0_regionFiles	Final data generation tool which uses various machine learning methodologies to smooth final data- older version which uses files
Data Services	HQ	UtilityScripts	Various python scripts for simple camera workflows
Data Services	HQ	Vision Availability	workflow which checks vision data status
Data Services	HQ	Vision Debugging Tool	Tool to display tracking regions and tracks of camera on floorplan
Data Services	HQ	Django_CameraStatus	Django Webapp which tracks the status of camera and data generation by each camera per store
Data Services	VPU	Auto Deletion Policy	Python widows service which deletes older videos to make up space for newer ones
Data Services	HQ	bigRegionDataGenerator	Python windows exe which generated vision final metrics for department level regions
Data Services	HQ	UtilityScripts_V2	Various utility scripts to help perform day to day vision activities
Data Services	HQ And VPU	VML	Library of proprietary Machine Learning tools and libraries which are used to generate tracks on any given Camera including offline tracker, demographics model files etc.
Data Services	AWS	Airflow Wifi	Wifi Cloud Postprocessing pipeline
Data Services	AWS	AWSLambda	Lambda scripts which trigger processes in AWS
Data Services	VPU	Meepo	Python based Windows service which help manage videos/keep inventory and also tracks camera and vpu status

Team	Deployed Location	Name	Purpose
Data Services	AWS	Airflow_vision	Vision and Demographics Cloud Postprocessing pipeline
IT	VPU	Super Scan	Software pings all addresses in designated range for what pings and is online. Also, verify ports in use by specific IPs.
IT	VPU	NTP	NTP project with N. America time server designation. Keep devices synced in time-- 3 application suite
IT	VPU	Axis Camera Mgmt	Management software for Axis manufactured cameras
IT	VPU, IT PC	Business Switch Config Tool	Management tool to find and manage Buffalo switches on network
IT	VPU, VMITPI, IT PC	TeamViewer 12	Remote session access software for various operating systems
IT	VPU	DUC Client	NOIP Dynamic DNS connection manager for remote VPN connections
IT	VPU	Mongo Database	Video Data Database usage by Data Services
IT	VPU, Desktop PCs	Putty	Secure Shell connection, Serial Bus connection tool for various peripherals, OmniSensr backend
IT	VPU, Desktop PCs	Bitvise	GUI & CLI SSH, Serial connector for various peripherals
IT	VPU	Meepo	DataServices tool for monitoring activity and processes within VPUs related to projects
IT	VPU	Git	Source code managing and program settings config
IT	VPU	Python 2.7	Python language works with Git and other install configurations, various program code written in Python
IT	VPU	Microsoft .NET framework	Windows software usually with Windows update works to allow Python, Git to function properly
IT	VPU	C++ Compiler for Python	Contains compiler and system headers to make binary wheels for Python packages
IT	VPU	sshcmdblast	DataServices tool for commands to VPUs
IT	VPU, Desktop PCs	NotePad++	Excellent tool for coding, scripting, works with MongoDB and other apps
IT	VPU, Desktop PCs	Google Chrome	Internet browser that works well with Flash and other apps, easy http navigating, better than Internet Explorer
IT	Ubuntu & Linux systems	Chromium	Google Chrome browser like above but best formatted for Linux OS devices
IT	Ubuntu & Linux systems	Remmina	Remote desktop client that works great on Linux systems

Item	Deployed Location	Name	Purpose
IT	Desktop PCs	Microsot Office 2013 or newer	MS Office suite for various documents, spreadsheets, presentations and email management for all departments
IT	VMESX, IT PC	VSphere Client	Management of Hypervisor Type 1 virtualization software clients from remote hosts
IT	VMWare	VMWare Virtual Machines	Individual clients run on hosts Type 1 & 2 virtualization. Very helpful for running 32 bit apps, OS testing
IT	Acct. & Finance PCs	QuickBooks	Management for invoicing and billing, AP, AR, office utilities, supplies along with vendor & ISP management
IT	Dell Desktop PCs	Dell Support Tool	Utilizes exclusive Dell Service Tags to identify driver, BIOS updates and overal PC health
IT	IT PC	Synology Assistant	Synology NAS assistant to find Synology Network Attached Storage devices
IT	vmit-controller, vmcstewart	Wasp Software	Wasp printer software for bar code creation, small label printer
IT	USB drives	Acronis	Program for creating backups and restoration of smaller hard drive..good for VPUs but not office machines
IT	USB drives, CDs	CloneZilla,	Good imaging program for various OS's
IT	Wiki VMUtils	How to TV12 a VMIT PI	Instruction for creating Raspberry Pi DHCP backdoor devices for resetting routers and other devices on site
IT/ Engineering	VideoMining Wiki	Wiki	Database of information, instructions, Tutorials, form creation for various processes, tools for OmniSensrs and projects
IT	Vmsharepointsvr	How to configure a router remotely	Documentation for explanation of various router features and proper way to configure one remotely
IT	IT PC	KeyFinderInstaller	Gets Windows key from various systems
Annotation		Cost Record	Tracks number of hours and Event counts of each annotator by program, project, period, site, task, and subtask.
Annotation		VMS with GUI 5.6	Collect Event behaviors from recorded video
Annotation		Full Store Tracker	Full Store Tracker (FST) is an application that permits the tracking of a person across multiple cameras. The data file generated is a record of the tracks in their entirety (trajectory).

Team	Output Method	Name	Output
Annotation		build_screenshot_proj	Build blank vmproj, manually add camera transitions (FST)
Annotation		FST Import/Export	Custom Full Store Tracker data formating (Tracking Algo)
Annotation		Project Factory	Annotator assignment database
Annotation		Generate Assignments	Project Factory assignment generator
Annotation		Video Downloader	FTP videos from a remote site to a local server
Annotation		NAS Video Downloader	FTP pull video from a remote site NAS to a local server
Annotation		Video Copy	Copy select video from returned HDD to a local server
Annotation		Valid Video Checker	Inventory VPU video by date
Annotation		Stitch Video	Stitch cameras together for a larger annotation/viewing area
Annotation		Change Video Properties	Change video dimensions, FPS, rotate, brightness, contrast
Annotation		Video Time Offset	Synchronize video time offset between VPUs
Annotation		Extract Annotation Data	Converts VMS tokenized data to human format
Annotation		Scaling	Convert annotation data to scaling format
Annotation		Shopper Impact	Multi-category, standard shopper metrics, Demos, Interaction
Annotation		Shopper Impact Non-Nav	same as above with Non-Navigation Time segregated
Annotation		Entrance Demos TrackID	used alone or to generate Full Store Track Indices
Annotation		Checkout	Type, Groups, Demos, Time (InLine, Wait, Unload, Checkout)
Annotation		FrontEnd Checkout	same as above with ShoppingTime, Categories, Location, Units
Annotation		Checkout Demos TrackID	used alone or to generate Full Store Track Indices
Annotation		CSI-Pump to Basket	CarID, TxnID, GroupID, CategoriesBought
Annotation		CSI-MegaStudy Annotation	Ties Forecourt, Entrance, Checkout, TimeInStore w/txn_id

Item	Potential location	Name	Purpose
Annotation		CSI-MegaStudy Groups	Group totals by type, weekday, hour, includes age breakout
Annotation		CSI-MegaStudy Site	Totals by weekday and hour: ForecourtTraffic, StoreTraffic, PeopleInLine, CheckoutTime, TimeInStore, Individuals, Groups, GroupTypes, Buyers, Non-Buyers(Fuel and N/A), Leakage
Annotation		CSI-Beer	Standard metrics, Interaction, DoE/X, Cave time
Annotation		Tobacco Shopper	Demos, GroupSize, Dress, Interactions, ID actions, Denials
Annotation		Category PoS Count	Target optimal category purchase hours from PoS
Annotation		Store Category Sequence	Demos, InitialInteraction, CategorySequence, TimeInStore, ShopsWhileWaiting, WaitingTime, interactionTime, DeskTime
Annotation		MySQL Workbench: -General Info -PoS with upc_dsc -PoS with upc_dsc unique -PoS by Store	MySQL Queries: -txns/day, stores by retailer, dates by store, dates by retailer -by date list or date range - unique 3_tran_master structure - no upc_dsc
Third party software			
Annotation		AviSynth	GNU General Public License (GPL) 2.0
Annotation		MS Access	
Data Services		Python 2.7	GNU Public License (GPL) compatible
Data Services		Mongodb	MongoDB, Inc.'s Server Side Public License
Data Services		MySql	GNU Public License (GPL)
Data Services		docker	Apache 2.0 license
Data Services		Airflow Apache	Apache License
Data Services		Django	OSI Open Source License
Data Services		APScheduler	MIT license
Data Services		beautifulsoup4	MIT license
Data Services		boto	Apache License, Version 2.0

Item	Product Version	Name	Notice
Data Services		boto3	Apache License, Version 2.0
Data Services		filechunkio	MIT license
Data Services		Flask	BSD License (BSD)
Data Services		GitPython	BSD License (BSD)
Data Services		jsonlib	GNU Public License (GPL)
Data Services		lxml	BSD License (BSD)
Data Services		MySQL-python	GPL and CNRI license
Data Services		pandas	BSD License (BSD)
Data Services		paramiko	GNU Public License (GPL)
Data Services		PIL,Pillow	PIL Software License
Data Services		pymongo	Apache License, Version 2.0
Data Services		requests	Apache License, Version 2.0
Data Services		Shapely	BSD License (BSD)
Data Services		sklearn	BSD License (BSD)
Data Services		SQLAlchemy	MIT license
Data Services		statlib	MIT license
Data Services		virtualenv	MIT license
Data Services		virtualenvwrapper	Copyright Doug Hellmann
Data Services		Yapsy	BSD License (BSD)
Software		Python	BSD License (BSD)
Software		Celery	BSD License (BSD)
Software		Django	BSD License (BSD)
Software		Apache	Apache License 2.0
Software		Nginx	BSD License (BSD)
Software		Gunicorn	MIT License
Software		Supervisor	BSD License (BSD)
Software		Monit	AGPL 3.0
Software		Bitvise	https://www.bitvise.com/files/license/Bv SshServer-EULA-20180701.pdf
Software		Putty	MIT License

Item	Product Version	Name	Office
Software		java	GNU Public License (GPL)
Software		virtualenv	MIT license
Software		boto3	Apache License, Version 2.0
Software		docker	Apache 2.0 license
Software		mysql-python	GPL and CNRI license
Software		paho	Eclipse Public License
Software		mqtt mosquitto	Creative Commons Attribution 4.0 International License
Software		paramiko	GNU Public License (GPL)
Software		PIL,Pillow	PIL Software License
Software		MySql	GNU Public License (GPL)
Software		sklearn	BSD License (BSD)
Software		requests	Apache License, Version 2.0
Software		Eclipse	Eclipse Public
Software		Git	GNU Public License (GPL)
Software		Redis	BSD License (BSD)
Software		RabbitMQ	Mozilla Public License
Software		Jupyter Notebook	BSD License (BSD)
Software		pandas	BSD License (BSD)
Software		Spring Framework	Apache License, Version 2.0
Software		jQuery	MIT license
Software		AngularJS	MIT license
Software		Bootstrap	MIT license
Software		Google Charts	Apache License, Version 2.0
IT		Superscan	Freeware
IT		KeyFinder	OTT Solutions, Free
IT		SuperAntiSpyware	SuperAntiSpyware Free
IT		MicroSoft Office	MAK License
IT / AP		Quickbooks	Multi User paid license
IT		NTP	Open Source licensure
IT		Axis Camera Mgmt	Free -- manufacturer support tool
IT		Business Switch Config Tool	Free -- manufacturer support tool
IT		TeamViewer 12	Multi Seat License
IT		DUC Client	freeware
IT		C++ Compiler for Python	Free
IT		NotePad++	Freeware
IT		Google Chrome	Free
IT		Chromium	Free
IT		Remmina	Free

Item	Physical Machine	Name	Purpose
IT		VSphere Client	Subscription license & warranty
IT		VMWare Virtual Machines	Subscription license & warranty
IT		QuickBooks	Subscription license & warranty
IT		Dell Support Tool	Free -- manufacturer support tool
IT		Synology Assistant	Free -- manufacturer support tool
IT		Wasp Software	Free -- manufacturer support tool
IT		Acronis	license unknown
IT		CloneZilla,	freeware
Repositories:			
Assorted		airflow_vision	Repo for post processing pipelines for post processing vision meta data
Assorted		AnnoProjMan	Annotation tool for project creation and assign videos to users for annotation.
Assorted		AWSLambda	AWS lambda scripts for triggering post processing
Assorted		DB_Backup_Scripts	Backing up databases that contain meta data, post processed track data, pos data etc.
Assorted		lambdaVision	AWS lambda scripts for......<Nakul>
Assorted		Meepo	Python based Windows service which help manage videos/keep inventory and also tracks camera and vpu status
Assorted		OmniTrackr	"Management of site equipment (cameras, switches, VPUs, Routers etc) and tracking of equipment lifecycle •Configure devices as per site config, run QA and manage deployment •Prepare devices for site deployment by installing OS, quality assurance testing and configure devices as per site config •Manage deployment of devices for neccessary replacements"
Assorted		sshCmdBlast	Used to ssh into a list of specified devices and execute commands remotely.
Assorted		vml	Entire source code for all core video and computer vision libraries as well as apps that run on OmniSensr - video tracker, demographics, Wi-Fi, Health, IoT Connector etc.
Assorted		Object_Training_Annotation_Tool	Annotation tool for marking up images to train the yolo algorithm
FormerDevs		OmniSensrOS_Jimmy	Jimmy's forked repo of OmniSensrOS

Team	Purpose (function)	Name	Purpose
FormerDevs		omnisensr-runners_jimmy	Jimmy's forked repo of OmniSensr-runners
FormerDevs		vml_jimmy	Jimmy's forked repo of vml
HealthApp		PI_Health	App that monitors health of various services, restarts them if necessary and reports statistics on state of OS
OmniOS		OmniData	This repo is for the storage of small-to-medium sized files that need to be deployed on either all OmniSensrs or all EC2 postprocessing machines. Examples of these kinds of files would be models needed for classification or configuration files.
OmniOS		OmniSensr_Images	This repo stores all versions of OmniSenserOS images
OmniOS		OmniSensrOS	OS that runs on the OmniSensr - has the runtime environment, services, apps etc.
OmniOS		omnisensr_runners	A runner/faciolitator that patches the OS to the latest version. This is the client side of our homegrown CD solution
OmniOS		usbboot	This is the USB MSD boot code to flash OmniSensr with the current OS version.
OmniOS		OmniSensrV2	Hardware level source code for OmniSensr V2
Support Web Apps		post_portal	This is the new admin portal.

Other:

1. All Corporation Files and file cabinets containing the files

2. All customer files.

3. All software contained on the computers including Operating systems, accounting software, office software, operating systems, etc.

4. All computer data not specifically listed, including but not limited to email, word documents, PowerPoint presentations, etc.

SCHEDULE 2.2

(List of Assigned Contracts)

Counterparty	Description of Contract/Lease	Cure Obligation

TO BE COMPLETED PRIOR TO CLOSING

SCHEDULE 2.3(h)

(Additional Excluded Assets)

NONE

SCHEDULE 2.4

(Obligations Assumed Under Assigned Contracts)

1. Customer Orders not yet delivered. Final list to be determined at closing.
2. Thorntons Agreement dated
3. Racetrac Petrollum Agreement dated

SCHEDULE 4.3

(Required Consents)

NONE

SCHEDULE 4.6

(Permits)

NONE

SCHEDULE 4.7

(Litigation)

Litigation, except for amounts listed on Seller's Bankruptcy Schedules and claims and
pleadings filed with the Bankruptcy Court:

NONE

SCHEDULE 4.9

(Employees; Collective Bargaining Agreements)

A. Employee List

Employee	Position	Type	Hire Date	Status
Amanda Craven	Annotation Mgr.	Salary	4/17/2017	Active
Brennan Spicer	Annotator	Hourly	4/9/2018	Active
Caitlin Ciolkosz	Insights Analyst	Salary	4/17/2017	Active
Colleen Houtz	Annotator	Hourly	1/31/2018	Active
Darryl M. Hill	Annotation Mgr.	Salary	3/2/2015	Active
Gary Panulla	Senior Software Engineer	Salary	2/9/2015	Active
James Brennan	VP of Analytical Services	Salary	4/2/2012	Active
Justin Sumpman	Annotator	Hourly	12/5/2017	Active
Kristin Eberle	Insights Analyst	Salary	2/16/2021	Active
Lydia Perla	Software Engineer	Salary	10/17/2014	Active
Nisha Sharma	Intellectual Property Mgr.	Salary	8/11/2014	Active
Rajeev Sharma	CEO	Salary	2001	Active
Richard Hirata	Insights Consultant (part time)	Hourly	1/1/2015	Active
Robert Shore	IT Technician	Salary	9/1/2017	Active
Steven Engblom	Annotator	Hourly	4/9/2018	Active

B. Salary information has been provided by Seller to Buyer.

C. Collective Bargaining Agreements.   None.

SCHEDULE 7.3

(Allocation of Total Consideration)

To be determined by Buyer at Closing.

THOMAS E. REILLY, P.C.

Attorney-At-Law

tereilly@tomreillylaw.com
www.tomreillylaw.com

November 23, 2021

Via Email: jfidler@enterprisebankpgh.com

Enterprise Bank
c/o Joe Fidler, Esquire
4091 Mount Royal Boulevard
Allison Park, PA 15101

Via Email: jrosenthal@lawfirm.ms

White Oak Business Capital, Inc.
c/o Jeffrey Rosenthal, Esquire
Mandelbaum Salsburg P.C.
Essex County Office
3 Becker Farm Road, Suite 105
Roseland, NJ 07068

Via Email: rcooney@lampllaw.com

VideoMining Corporation
c/o Ryan Cooney, Esquire
Robert O Lampl Office
Benedum Trees Building
223 Fourth Avenue, 4th Floor
Pittsburgh, PA 15222

RE: VMC ACQ., LLC

Dear Mr. Fidler, Mr. Rosenthal and Mr. Cooney:

As you are aware, this office has undertaken the representation of VMC ACQ., LLC following the withdrawal of the AGSM II, LLC investors resulting in the November 5, 2021 Termination Letter of VMC ACQ., LLC's commitment under the Asset Purchase Agreement of May 26, 2021. Since that date, one of the individual investors from the AGSM group and Rajeev Sharma have engaged in efforts with another investor group to reorganize VMC ACQ., LLC to put it in a position to acquire the assets of VideoMining Corporation as contemplated by the original Asset Purchase Agreement. As a result of their efforts, the interests of the AGSM II, LLC in VMC ACQ., LLC were acquired by the new investment group. Now, VMC ACQ., LLC ("VMC") as the purchaser under the APA makes the following proposal to allow it to complete the asset purchase contemplated by the Asset Purchase Agreement of May 26, 2021 subject to certain proposed modifications.

**PATENT
REEL: 058552 FRAME: 0101**

Structure of VMC ACQ., LLC

1.   As previously contemplated, Rajeev Sharma will receive Class A Units in VMC to incentivize his performance to ensure the Company is successful.

2.   The new investors in VMC will purchase Class B Units. The Class B Units have superior preferences to the Class A Units, control the Board of Directors of VMC and certain decisions require the approval of the Class B Unit Holders.

3.   It should be noted that AGSM II was a management firm and sold its interest in VMC for $100. AGSM II raised its capital from individual investors into an Escrow account and would have purchased the Series B Units just prior to closing. This process will be much the same with the new investor group except that the capital raise will continue for a few months beyond the closing due to the time constraints related to the closing.

Offer to Enterprise Bank

1.   It is anticipated that Enterprise Bank at closing will be owed approximately $415,000.00 by the Debtor. The reorganized VMC proposes to pay at closing $100,000.00 to Enterprise Bank which will first be applied toward the interest and fees and the remaining toward the balance of the Note. This will result in reducing the indebtedness on the Note to approximately $315,000.00. The liens of Enterprise Bank in and to the purchased assets and the excluded assets will not be released and will continue to encumber such assets post- closing. No borrowers or guarantors under the Enterprise Bank loans will be released from their existing loan obligations as a result of the sale.

2.   VMC will assume the Debtor's obligation to Enterprise Bank, which will continue to be secured in the assets to be transferred pursuant to the Asset Purchase Agreement.

3.   Following the closing, VMC will make monthly principal payments to Enterprise Bank based on one half of 80 percent of VMC's monthly net cash flow from operations. Net Cash Flow from operations does not include cash flow income from capital unit purchases, cash flow expenses from capital expenditures nor cash flow income from patent licensing. Notwithstanding the above, VMC will make the monthly interest payment on the Note.

4.   VMC will target the monthly payment to Enterprise Bank at $10,000.00 per month. If the cash flow calculation results in a payment of less than $10,000.00 per month, then the difference will be made up in future payments where the cash flow calculation permits a payment of greater than $10,000.00. Notwithstanding the above, the monthly payments will not be less than the monthly interest payment on the Note.

5.   Payment will be made on the 15th day of the month for the prior month beginning on February 15, 2022, for the month of January 2022.

In addition to the foregoing, Rajeev and Vishnu Sharma shall list for sale the office condominium with the anticipation of the net proceeds after commissions and closing costs of approximately $250,000.00. The condominium is secured to Enterprise Bank and White Oak. As a result, the net proceeds will be paid to Enterprise Bank for application to the SBA Note.

In addition, VMC anticipates completing a contract with ICAP, a patent broker, in December 2021, for licensing of the patent portfolio. As was mentioned, ICAP managed the sale of a license to Amazon and has since been approached by other interested parties after their contract expired. The additional cash generated by this should enable VMC to retire in full the outstanding debt due to Enterprise Bank on or before August 2022.

White Oak Business Capital, Inc.

Pursuant to the settlement approved by the Court, between Rajeev Sharma and Vishnu Sharma, VideoMining and White Oak Business Capital, Inc. ("White Oak"), White Oak has agreed to accept the sum of $650,000.00. VMC, Rajeev Sharma and Vishnu Sharma proposes to pay White Oak the entire $650,000.00 as follows:

1.   VMC will pay White Oak $100,000.00 at closing.

2.   White Oak will receive the $125,000.00 currently on deposit with Enterprise Bank to be released upon complete satisfaction of the DIP loan, which is expected to occur by the end of March 2022. This payment is as contemplated in the settlement approved by the Bankruptcy Court with Rajeev Sharma and Vishnu Sharma.

3.   VMC will give White Oak a second position security interest behind Enterprise Bank in the assets of VMC.

4.   VMC will make monthly principal payments to White Oak based on one half of 80 percent of VMC's monthly net cash flow from operations. Net Cash Flow from operations does not include cash flow income from capital unit purchases, cash flow expense from capital expenditures nor cash flow income from patent licensing. Notwithstanding the above, VMC will make the monthly interest payment on the Note at the rate of 7.5% per annum, the same rate applicable to the Enterprise Note. The monthly principal payments to White Oak shall be in the amount as the monthly principal payment that VMC makes to Enterprise Bank.

5.   VMC will target a monthly principal payment to White Oak at $10,000.00 per month. If the cash flow calculation results in a payment of less than $10,000.00 per month, than the difference will be made up in future payments where the cash flow calculation permits a payment of greater than $10,000.00.

6.   Payment will be made on the 15th day of the month for the prior month beginning on February 15, 2022, for the month of January 2022.

7.   In addition to the foregoing and as set out above, Rajeev and Vishnu Sharma shall list for sale their office condominium with the anticipation of the net proceeds after commissions and closing costs of approximately $250,000.00. The condominium is secured to Enterprise Bank and White Oak. As a result, the net proceeds will be paid first to Enterprise Bank for application to the SBA Note. Any proceeds remaining following satisfaction of the SBA Note to Enterprise Bank will be used to retire the outstanding debt owed to White Oak.

8.   As set out above, VMC anticipates a contract with ICAP, for licensing of the patent portfolio. Following satisfaction of the debt to Enterprise Bank the additional cash generated by this should enable VMC to retire in full the outstanding $415,000.00 debt due to Enterprise Bank on or before August 2022 and any remaining proceeds from the patent licensing will be used to retire the outstanding debt owed to White Oak.

9.   VMC, VideoMining Corporation, Rajeev and Vishnu Sharma and White Oak shall enter into an amendment to the Settlement Agreement to reflect the terms of this letter agreement once approved by the Bankruptcy Court.

Enclosed are the Pro Forma Financials for your consideration including Profit and Loss Statement, Cash Flow Statement, and Balance Sheet. All investors in VMC are not in place at this time. The projections evidenced by the Pro Forma and the recent business activity support VMC's ability to successfully move forward after a sale which will provide more time to assemble additional investors.

SUMMARY

The result of these changes, if acceptable, will be to effectively increase the sale price from the originally contemplated $665,000 to $1,080,000 as VMC will obligate itself for the $650,000 to be paid to White Oak which will be secured by the second lien security interest currently held by White Oak. VMC will pay $7,500 to both Leaf and CIT at closing per the original sale order.

Presuming that you find these modifications acceptable, I propose a Joint Motion to extend the closing date to December 7, 2021, and to obtain an Order modifying the APA terms proposed above. Please execute the acceptance at the end of this letter. We can attach the letter with your acceptance to the contemplated Motion to document these modifications.

Thanks for your consideration.

Very truly yours,

Thomas E. Reilly

Thomas E. Reilly

TER/jnm

Enclosures

Accepted by:

Enterprise Bank

By: _____

Date _11/22/21_

VideoMining Corporation

By: _____, Attorney

Date _11/23/21_

White Oak Business Capital, Inc.

By: _____, Mandelbaum Salsburg P.C., for White Oak
Date __1/29/21__ Business Capital, INC.

1. It is anticipated that the Office Condo will sell by July 2022 and the net proceeds will be $250,000.

2. It is anticipated that two patent licenses will be issued at the Amazon price of $325,000. One in May '22 and one in Sept '22. The net proceeds will be $170,000 after commissions and taxes.

3. Procees from 1 & 2 above will be sued to repay Enterprise first, then WOBC

4. Month payments to each White Oak and Enterprise will be targetted at $10,000 per month, however, will be subject to a cash flow formula.

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PROFIT LOSS STATEMENTS

	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22
Sales								
Sales	$168,000	$504,500	$437,000	$175,000	$190,000	$190,000	$190,000	$190,000
Cost of Good Sold	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Gross Margin	**$166,000**	**$502,500**	**$435,000**	**$173,000**	**$188,000**	**$188,000**	**$188,000**	**$188,000**
EXPENSES								
Payroll	$73,000	$73,000	$80,000	$80,000	$80,000	$87,000	$87,000	$92,000
Employee Benefits	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000
Professional Services	$7,500	$7,500	$7,500	$7,500	$7,500	$7,500	$7,500	$7,500
Contract Services	$16,500	$16,500	$16,500	$16,500	$16,500	$16,500	$16,500	$16,500
General Operating Expenses	$1,500	$1,500	$1,500	$1,500	$16,500	$1,500	$1,500	$1,500
Facilities Expense	$7,600	$7,600	$7,600	$7,600	$7,600	$7,600	$7,600	$7,600
Insurance Expense	$5,000	$2,000	$0	$0	$0	$2,000	$0	$0
Patent Maintenance	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
Other	$20,000	$500	$500	$500	$500	$500	$500	$500
TOTAL OPERATING EXPENSES	**$139,600**	**$117,100**	**$122,100**	**$122,100**	**$137,100**	**$131,100**	**$129,100**	**$134,100**
EBITDA	**$26,400**	**$385,400**	**$312,900**	**$50,900**	**$50,900**	**$56,900**	**$58,900**	**$53,900**
OTHER INCOME / EXPENSES								
Other Income	$0	$0	$0	$0	$0	$260,000	$0	$0
Interest	($1,969)	($1,969)	($1,927)	($1,882)	($1,781)	($1,781)	($594)	($594)
Taxes	$0	($14,000)	($14,000)	($14,000)	($14,000)	($104,000)	($14,000)	($14,000)
Depreciation	($17,750)	($17,750)	($17,750)	($17,750)	($17,750)	($17,750)	($17,750)	($17,750)
TOTAL OTHER EXPENSES	**($19,719)**	**($33,719)**	**($33,677)**	**($33,632)**	**($33,531)**	**$136,469**	**($32,344)**	**($32,344)**
NET PROFIT	**$6,681**	**$351,681**	**$279,223**	**$17,268**	**$17,369**	**$193,369**	**$26,556**	**$21,556**

VideoMining Corporation

Pro Forma Financial Statements - Dec. 1, 2021 to Dec. 31, 2022

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PROFIT LOSS STATEMENTS

	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
Sales					
Sales	$190,000	$190,000	$190,000	$190,000	$190,000
Cost of Good Sold	$2,000	$2,000	$2,000	$2,000	$2,000
Gross Margin	**$188,000**	**$188,000**	**$188,000**	**$188,000**	**$188,000**
EXPENSES					
Payroll	$92,000	$92,000	$92,000	$92,000	$92,000
Employee Benefits	$7,000	$7,000	$7,000	$7,000	$7,000
Professional Services	$7,500	$7,500	$7,500	$7,500	$7,500
Contract Services	$16,500	$16,500	$16,500	$16,500	$16,500
General Operating Expenses	$7,500	$24,500	$1,500	$1,500	$1,500
Facilities Expense	$7,600	$7,600	$7,600	$7,600	$7,600
Insurance Expense	$0	$2,000	$0	$0	$0
Patent Maintenance	$1,500	$1,500	$1,500	$1,500	$1,500
Other	$500	$500	$500	$500	$500
TOTAL OPERATING EXPENSES	**$140,100**	**$159,100**	**$134,100**	**$134,100**	**$134,100**
EBITDA	**$47,900**	**$28,900**	**$53,900**	**$53,900**	**$53,900**
OTHER INCOME / EXPENSES					
Other Income	$0	$260,000	$0	$0	$0
Interest	$0	$0	$0	$0	$0
Taxes	($14,000)	($104,000)	($14,000)	($14,000)	($14,000)
Depreciation	($17,750)	($17,750)	($17,750)	($17,750)	($17,750)
TOTAL OTHER EXPENSES	**($31,750)**	**$138,250**	**($31,750)**	**($31,750)**	**($31,750)**
NET PROFIT	**$16,150**	**$167,150**	**$22,150**	**$22,150**	**$22,150**

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BALANCE SHEET

	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22
ASSETS										
Current Assets										
Cash	$7,031	$110,358	$113,952	$135,153	$108,272	$202,391	$111,697	$150,003	$189,226	$275,126
Accounts Receivable	$432,000	$601,300	$692,300	$687,800	$736,800	$734,800	$749,800	$764,800	$764,800	$764,800
Total Current Assets	**$439,031**	**$711,658**	**$806,252**	**$822,953**	**$845,072**	**$937,191**	**$861,497**	**$914,803**	**$954,026**	**$1,039,926**
Fixed Assets										
Property & Equipment	$1,065,000	$1,065,000	$1,065,000	$1,065,000	$1,065,000	$1,065,000	$1,065,000	$1,065,000	$1,065,000	$1,065,000
Less: Depreciation	($17,750)	($35,500)	($53,250)	($71,000)	($88,750)	($106,500)	($124,250)	($142,000)	($159,750)	($177,500)
Total Fixed Assets	**$1,047,250**	**$1,029,500**	**$1,011,750**	**$994,000**	**$976,250**	**$958,500**	**$940,750**	**$923,000**	**$905,250**	**$887,500**
TOTAL ASSETS	**$1,486,281**	**$1,741,158**	**$1,818,002**	**$1,816,953**	**$1,821,322**	**$1,895,691**	**$1,802,247**	**$1,837,803**	**$1,859,276**	**$1,927,426**
LIABILITIES & EQUITY										
Liabilities										
Current Liabilities										
Accounts Payable	$34,600	$17,100	$15,100	$15,100	$30,100	$17,100	$15,100	$15,100	$21,100	$40,100
Accrued Taxes	$0	$14,000	$28,000	$42,000	$14,000	$118,000	$0	$14,000	$28,000	$90,000
Unearned Revenue	$380,000	$200,000	$0	$0	$0	$0	$0	$0	$0	$0
Debt - Enterprise	$315,000	$308,348	$301,158	$285,000	$285,000	$95,000	$95,000	$0	$0	$0
Debt - WOBC	$550,000	$543,348	$536,158	$395,000	$395,000	$375,000	$375,000	$220,000	$205,323	$25,323
Total Current Liabilities	**$1,279,600**	**$1,082,795**	**$880,417**	**$737,100**	**$724,100**	**$605,100**	**$485,100**	**$249,100**	**$254,423**	**$155,423**
Total Liabilities	**$1,279,600**	**$1,082,795**	**$880,417**	**$737,100**	**$724,100**	**$605,100**	**$485,100**	**$249,100**	**$254,423**	**$155,423**
Equity										
Class A & B Units	$200,000	$300,000	$300,000	$425,000	$425,000	$425,000	$425,000	$675,000	$675,000	$675,000
Retained Earnings	$0	$6,681	$358,363	$637,585	$654,853	$672,222	$865,591	$892,147	$913,703	$929,853
Net Income	$6,681	$351,681	$279,223	$17,268	$17,369	$193,369	$26,556	$21,556	$16,150	$167,150
Total Equity	**$206,681**	**$658,363**	**$937,585**	**$1,079,853**	**$1,097,222**	**$1,290,591**	**$1,317,147**	**$1,588,703**	**$1,604,853**	**$1,772,003**
TOTAL LIABILITIES & EQUITY	**$1,486,281**	**$1,741,158**	**$1,818,002**	**$1,816,953**	**$1,821,322**	**$1,895,691**	**$1,802,247**	**$1,837,803**	**$1,859,276**	**$1,927,426**

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BALANCE SHEET

	Oct-22	Nov-22	Dec-22
ASSETS			
Current Assets			
Cash	$294,026	$337,926	$386,503
Accounts Receivable	$764,800	$764,800	$764,800
Total Current Assets	**$1,058,826**	**$1,102,726**	**$1,151,303**
Fixed Assets			
Property & Equipment	$1,065,000	$1,065,000	$1,065,000
Less: Depreciation	($195,250)	($213,000)	($230,750)
Total Fixed Assets	**$869,750**	**$852,000**	**$834,250**
TOTAL ASSETS	**$1,928,576**	**$1,954,726**	**$1,985,553**
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable	$15,100	$15,100	$15,100
Accrued Taxes	$104,000	$118,000	$132,000
Unearned Revenue	$0	$0	$0
Debt - Enterprise	$0	$0	$0
Debt - WOBC	$15,323	$5,323	$0
Total Current Liabililties	**$134,423**	**$138,423**	**$147,100**
Total Liabilities	**$134,423**	**$138,423**	**$147,100**
Equity			
Class A & B Units	$675,000	$675,000	$675,000
Retained Earnings	$1,097,003	$1,119,153	$1,141,303
Net Income	$22,150	$22,150	$22,150
Total Equity	**$1,794,153**	**$1,816,303**	**$1,838,453**
TOTAL LIABILITIES & EQUITY	**$1,928,576**	**$1,954,726**	**$1,985,553**

	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
OPERATING ACTIVITIES													
NET INCOME	$6,681	$351,681	$279,223	$17,268	$17,369	$193,369	$26,556	$21,556	$16,150	$167,150	$22,150	$22,150	$22,150
Adjustment to Net Income to reconcile to Net													
Cash provided by Operations													
Accounts Payable	$34,600	($17,500)	($2,000)	$0	$15,000	($13,000)	($2,000)	$0	$6,000	$19,000	($25,000)	$0	$0
Accured Taxes	$0	$14,000	$14,000	$14,000	($28,000)	$104,000	($118,000)	$14,000	$14,000	$62,000	$14,000	$14,000	$14,000
Accounts Receivable	($432,000)	($169,300)	($91,000)	$4,500	($49,000)	$2,000	($15,000)	($15,000)	$0	$0	$0	$0	$0
Deferred Revenue	$380,000	($180,000)	($200,000)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Depreciation	$17,750	$17,750	$17,750	$17,750	$17,750	$17,750	$17,750	$17,750	$17,750	$17,750	$17,750	$17,750	$17,750
Net Cash Provided by Operations	$7,031	$16,631	$17,973	$53,518	($26,881)	$304,119	($90,694)	$38,306	$53,900	$265,900	$28,900	$53,900	$53,900
INVESTING ACTIVITIES													
Equipment & Patents	$1,065,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Net Cash Provided by Invest. Activities	$1,065,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
FINANCING ACTIVITIES													
Debt - Enterprise	$315,000	($6,653)	($7,189)	($16,158)	$0	($190,000)	$0	($95,000)	$0	$0	$0	$0	$0
Debt - WOBC	$550,000	($6,653)	($7,189)	($141,158)	$0	($20,000)	$0	($155,000)	($14,678)	($180,000)	($10,000)	($10,000)	($5,323)
Capital Stock	$200,000	$100,000	$0	$125,000	$0	$0	$0	$250,000	$0	$0	$0	$0	$0
Net Cash from Financing Activities	$1,065,000	$86,695	($14,378)	($32,317)	$0	($210,000)	$0	$0	($14,678)	($180,000)	($10,000)	($10,000)	($5,323)
Beginning Cash	$0	$7,031	$110,358	$113,952	$135,153	$108,272	$202,391	$111,697	$150,003	$189,226	$275,126	$294,026	$337,926
Ending Cash	$7,031	$110,358	$113,952	$135,153	$108,272	$202,391	$111,697	$150,003	$189,226	$275,126	$294,026	$337,926	$386,503
Payment to Enterprise Bank		$6,653	$7,189	$16,158	$0	$20,000	$0	$15,323	$14,678	$10,000	$10,000	$10,000	$10,000
Payment to WOBC		$6,653	$7,189	$16,158	$0	$20,000	$0	$15,323	$14,678	$10,000	$10,000	$10,000	$10,000
Cumulative Payments													
Enterprise Bank		$6,653	$13,842	$30,000	$30,000	$50,000	$50,000	$65,323	$80,000	$90,000	$100,000	$110,000	$120,000
WOBC		$6,653	$13,842	$30,000	$30,000	$50,000	$50,000	$65,323	$80,000	$90,000	$100,000	$110,000	$120,000

<u>SCHEDULE 2.1(a)</u>

(Equipment & Fixed Assets)

1. All furniture, equipment office furniture and fixtures, whether owned or leased by VideoMining Corporation located at 403 S. Allen Street, State College, PA 16801, including, but not limited to. the following:
   a. Office Furniture

Asset Tag	Item	Location / Office
VM000600	Desk	Rajeev
VM000601	Office Chair	Rajeev
VM000602	Bookcase	Rajeev
VM000606	Conference Chair	Rajeev
VM000605	Conference Chair	Rajeev
VM000604	Conference Chair	Rajeev
VM000603	Conference Chair	Rajeev
VM000607	Desk	Data Services
VM000608	Desk	Data Services
VM000609	Desk	Data Services
VM000610	Office Chair	Data Services
VM000611	Office Chair	Data Services
VM000612	Office Chair	Data Services
VM000613	Bookcase	Data Services
VM000614	Desk	Analyst
VM000615	Desk	Analyst
VM000616	Desk	Analyst
VM000617	Desk	Analyst
VM000618	Desk	Analyst
VM000619	Office Chair	Analyst
VM000620	Office Chair	Analyst
VM000621	Office Chair	Analyst
VM000622	Office Chair	Analyst
VM000623	Office Chair	Analyst
VM000624	Office Chair	IT
VM000625	Desk	IT
VM000626	Table	IT
VM000627	Desk	IT
VM000628	Office Chair	IT
VM000629	Desk	Engineering
VM000630	Desk	Engineering

12-7-2021

Asset Tag	Item	Location / Office
VM000631	Desk	Engineering
VM000632	Desk	Engineering
VM000633	Desk	Engineering
VM000634	Office Chair	Engineering
VM000635	Office Chair	Engineering
VM000636	Office Chair	Engineering
VM000637	Office Chair	Engineering
VM000638	Office Chair	Engineering
VM000639	Desk	Analyst
VM000640	Office Chair	Analyst
VM000641	Bookcase	Analyst
VM000642	Table	Kitchen
VM000643	Table	Kitchen
VM000644	Table	Kitchen
VM000645	Meeting Table	Rajeev
VM000646	Desk	IT
VM000647	Desk	IT
VM000648	Office Chair	IT
VM000649	Office Chair	IT
VM000650	Table	IT
VM000651	Table	IT
VM000652	Conference Chair	Conference
VM000653	Conference Chair	Conference
VM000654	Conference Chair	Conference
VM000655	Conference Chair	Conference
VM000656	Conference Chair	Conference
VM000657	Conference Chair	Conference
VM000658	Conference Chair	Conference
VM000659	Conference Chair	Conference
VM000660	Conference Chair	Conference
VM000661	Conference Chair	Conference
VM000662	Meeting Table	Conference
VM000663	Bookcase	Conference
VM000664	Bookcase	Misc
VM000665	Desk	Bossi
VM000666	Office Chair	Bossi
VM000667	Bookcase	Bossi
VM000668	Office Chair	Bossi
VM000669	Misc - Credenza	Bossi
VM000670	Desk	Hirata

12-7-2021

Asset Tag	Item	Location / Office
VM000671	Office Chair	Hirata
VM000672	Office Chair	Hirata
VM000673	misc - drawers	Hirata
VM000674	Desk	Tana
VM000675	Office Chair	Tana
VM000676	Desk	Tana
VM000677	Office Chair	Tana
VM000678	Std Chair	Misc
VM000679	Std Chair	Misc
VM000680	Std Chair	Misc
VM000681	Std Chair	Misc
VM000682	Std Chair	Misc
VM000683	Std Chair	Misc
VM000684	Std Chair	Misc
VM000685	Std Chair	Misc
VM000686	Std Chair	Misc
VM000687	Std Chair	Misc
VM000688	Std Chair	Misc
VM000689	Std Chair	Misc
VM000690	Std Chair	Misc
VM000691	Std Chair	Misc
VM000692	Std Chair	Misc
VM000693	Std Chair	Misc
VM000694	Std Chair	Misc
VM000695	Std Chair	Misc
VM000696	Std Chair	Misc
VM000697	Cabinet	Misc
VM000698	Cabinet	Misc
VM000699	Cabinet	Misc
VM000700	Bookcase	Tana
VM000701	Cabinet	Hirata
VM000702	Bookcase	IT
VM000703	Cabinet	IT
VM000704	Shelf	IT
VM000705	Table	IT
VM000706	Table	IT
VM000707	Shelf	Annotation Room
VM000708	Shelf	Annotation Room
VM000709	Table	Annotation Room
VM000710	Desk	Annotation Room

12-7-2021

Asset Tag	Item	Location / Office
VM000711	Office Chair	Annotation Room
VM000712	Desk	Annotation Room
VM000713	Table	Annotation Room
VM000714	Std Chair	Annotation Room
VM000715	Std Chair	Annotation Room
VM000716	Std Chair	Annotation Room
VM000717	Shelf	Annotation Room
VM000720	Desk	Annotation Room
VM000721	Desk	Annotation Room
VM000722	Desk	Annotation Room
VM000723	Office Chair	Annotation Room
VM000724	Office Chair	Annotation Room
VM000725	Office Chair	Annotation Room
VM000726	Office Chair	Annotation Room
VM000727	Office Chair	Annotation Room
VM000729	Office Chair	Annotation Room
VM000730	Office Chair	Annotation Room
VM000731	Office Chair	Annotation Room
VM000732	Office Chair	Annotation Room
VM000733	Office Chair	Annotation Room
VM000734	Office Chair	Annotation Room
VM000735	Office Chair	Annotation Room
VM000736	Office Chair	Annotation Room
VM000737	Office Chair	Annotation Room
VM000718	Cabinet	Annotation Room
VM000719	Cabinet	Annotation Room
VM000728	Std Chair	Annotation Room
VM000738	40 INCH Monitor	Annotation Room
VM000741	40 INCH Monitor	Misc
VM000740	40 INCH Monitor	Misc
VM000739	40 INCH Monitor	Misc
VM000742	60 INCH Monitor	Misc
VM000743	60 INCH Monitor	Misc

b. Computer Equipment and all data contained on the hard drives:

Office	QTY	Description
Annotation	17	Desktop PCs + Accessories
Richard Hirata	1	Laptop + Accessories
Chris Bossi	1	Desktop PCs + Accessories
Rajeev Sharma	1	Laptop + Accessories

Office	QTY	Description
Data Services	3	Desktop PCs + Accessories
Data Services	2	Laptop + Accessories
Mt Nittany conference Room	1	Desktop PCs + Accessories
James Brennen	1	Desktop PCs + Accessories
Dilip Hari / Gary Panulla	2	Desktop PCs + Accessories
Analytics Area	5	Desktop PCs + Accessories
Engineering Area	3	Desktop PCs + Accessories
Entire Office	1	Phone System w/all phones
IT Area	2	Desktop PCs + Accessories
IT Area	5	Laptop + Accessories
IT Area & Server Room	92	Server Computers
IT Area & Server Room	9	Cisco Cameras
IT Area & Server Room	71	Axis Cameras
IT Area & Server Room	9	Power strips
IT Area & Server Room	48	POE Switches 24 - 48 Ports
IT Area & Server Room	20	Small connect switches
IT Area & Server Room	22	Synology NAS units
IT Area & Server Room	31	Intel i5 NUCs
IT Area & Server Room	12	Battery backup
IT Area & Server Room	12	1U Wall mount racks
IT Area & Server Room	3	1U Rack trays
IT Area & Server Room	23	Cisco Routers
IT Area & Server Room	8	Cables DB-9 to USB
IT Area & Server Room	14	Axis PTZ cameras
IT Area & Server Room	19	Telescoping Extension cam mount
IT Area & Server Room	3	4U Wall mount rack
IT Area & Server Room	4	CAT5e Ethernet Cable Cases
IT Area & Server Room	6	4TB hard drives
Storage Closet	2	Desktop PCs + Accessories
Receptionist	1	Laptop + Accessories
Receptionist	1	Fax Copier
Richard Hirata Office	1	HP Color Printer
IT Area	4	Developer's Hard Drives
IT Area	798	Cameras / Omnisenr's

2. All equipment, furniture, inventory and fixtures, whether owned or leased by VideoMining Corporation associated with the collection of Shopper Data located in retail stores including but not limited to:

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Location	Category	State	Zip	VMS VPU Total	Camera Total	Switch Total	NAS	Router
PTSMT-1392	SPEC	NC	28315	3	68	4	1	1
PTSMT-434	SPEC	IL	60435	2	46	3	1	1
RTRS-037	SPEC	PA	17059	1	5	1	1	1
USCELL-3175	SPEC	NC	27892	1	21	1	1	1
GIANT-97	GSI - Big 4	PA	17033	6	180	9	1	1
SWY-0413	GSI - Big 4	AZ	85022	7	164	8	1	1
SWY-1480	GSI - Big 4	CO	80129	5	115	6	1	1
SWY-1751	GSI - Big 4	OR	97038	5	125	6	1	1
GIANT-316	GSI	MD	20770	5	142	7	1	1
GTE-18	GSI	PA	15116	4	88	4	1	1
GTE-6501	GSI	OH	43230	4	90	5	1	1
SAS-606	GSI	CT	6416	6	165	8	1	1
SCH-191	GSI	MO	63044	3	64	3	1	1
SWY-2030	GSI	CA	91381	3	65	3	1	1
SWY-2607	GSI	CA	110	4	106	5	1	1
CHV-1117	CSI Ongoing	WA	98208	2	28	2	1	1
CHV-1485	CSI Ongoing	CA	92503	1	26	2	1	1
CHV-1553	CSI Ongoing	CA	93210	1	24	2	1	1
CHV-1789	CSI Ongoing	CA	94598	2	29	2	1	1
CHV-1984	CSI Ongoing	CA	92802	2	27	2	1	1
CHV-1989	CSI Ongoing	CA	92620	1	25	2	1	1
RACE-2457	CSI Ongoing	GA	30060	1	25	2	1	1
SNAP-002	CSI Ongoing	PA	16686	2	28	2	1	1
SNAP-005	CSI Ongoing	PA	16830	2	37	2	1	1
SNAP-015	CSI Ongoing	PA	16853	1	26	2	1	1
BP-82376	CSI	CA	95618	1	21	1	1	1
CF-163	CSI	MA	1524	1	23	2	1	1
CK-7630	CSI	FL	33570	2	38	2	1	1
CK-7961	CSI	FL	33603	1	28	2	1	1
CK-9779	CSI	FL	33713	1	18	1	1	1
CK-9980	CSI	CO	80111	1	25	2	1	1
FZ-83100	CSI	CA	90280	1	28	2	1	1
GETGO-3280	CSI	PA	15116	1	24	2	1	1
GETGO-3514	CSI	OH	43147	1	11	1	1	1
HOL-379	CSI	MN	55434	1	27	2	1	1
MAV-421	CSI	NV	89506	1	24	2	1	1
MAV-481	CSI	UT	84404	1	14	1	1	1
RACE-618	CSI	GA	30101	1	27	2	1	1

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Location	Category	State	Zip	VMS VPU Total	Camera Total	Switch Total	NAS	Router
RTRS-020	CSI	PA	17057	1	26	2	1	1
THOR-160	CSI	KY	40229	1	24	2	1	1
INVISTA-1530	SPEC	GA	30318	1	7	1	0	1
CAREALOT-001	SPEC	VA	23455	2	34	2	1	1
CK-8531	SPEC	FL	33619	1	3	1	0	1
CK-9767	SPEC	FL	34135	1	2	1	0	1
CK-9771	SPEC	FL	33950	1	3	1	0	1
MC-2999	SPEC	NJ	8043	2	35	2	1	1
MC-4015	SPEC	IN	46237	2	31	2	1	1
MC-8125	SPEC	IN	46123	2	28	2	1	1
MIR-172	SPEC	MI	48843	1	2	1	0	1
MIR-181	SPEC	OH	43082	1	2	1	0	1
MIR-212	SPEC	OH	43068	1	7	1	0	1
MIR-245	SPEC	MI	48353	1	4	1	0	1
MIR-247	SPEC	IL	61802	1	3	1	0	1
MIR-265	SPEC	IL	60805	1	2	1	0	1
PTSMT-1099	SPEC	AZ	85051	1	6	1	0	1
PTSUMT-115	SPEC	FL	33441	3	61	3	1	1
PTV-5156	SPEC	PA	17403	1	25	2	1	1
SVMRT-36	SPEC	CA	93230	unknown				
SVMRT-650	SPEC	CA	93722	unknown				
SVMRT-654	SPEC	CA	93631	unknown				
SVMRT-73	SPEC	CA	93245	unknown				
SWY-1507	SPEC	CA	94114	1	6	1	0	1
SWY-2707	SPEC	CA	95207	1	5	1	0	1
USCELL-3041	SPEC	IA	50631	1	18	1	1	1
USCELL-3191	SPEC	IA	52807	1	20	1	1	1
USCELL-3232	SPEC	NC	68845	1	15	1	1	1
USCELL-3322	SPEC	IA	50010	1	13	1	1	1
USCELL-5248	SPEC	NC	27909	1	13	1	1	1
USCELL-5577	SPEC	NC	27889	1	18	1	1	1
USCELL-5579	SPEC	MO	65775	1	21	1	1	1
USCELL-5738	SPEC	NC	27870	1	19	1	1	1
USCELL-5805	SPEC	WI	53719	1	13	1	1	1
GIANT-135	GSI - AHOLD	MD	20906	6	129	6	1	1
GIANT-349	GSI - AHOLD	MD	21704	6	123	6	1	1
GIANT-6030	GSI - AHOLD	PA	17901	6	113	6	1	1
GIANT-6519	GSI - AHOLD	PA	18914	7	143	7	1	1
SAS-009	GSI - AHOLD	MA	1040	7	149	7	1	1
SAS-596	GSI - AHOLD	NY	10956	5	101	5	1	1
KROGER STORE #501	GSI - Kro	VA	23235	5	97	3	1	1

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Location	Category	State	Zip	VMS VPU Total	Camera Total	Switch Total	NAS	Router
KROGER STORE #503	GSI - Kro	VA	23238	3	63	3	1	1
KROGER STORE #390	SPEC	OH	45231	1	7	1	1	1
KROGER STORE #366	SPEC	KY	40229	1	2	1	1	1
KROGER STORE #385	SPEC	KY	40216	1	2	1	1	1

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SCHEDULE 2.1(e)

(Intellectual Property)

1. Patents.

All issued and patent applications owned by VideoMining, including but not limited to:

Issued Patents:

Patent No.	Patent Issue Date	Title
7,319,779	1/15/2008	Classification of humans into multiple age categories from digital images
7,505,621	3/17/2009	Demographic classification using image components
7,848,548	12/7/2010	Method and system for robust demographic classification using pose independent model from sequence of face images
7,912,246	3/22/2011	Method and system for determining the age category of people based on facial images
7,957,565	6/7/2011	Method and system for recognizing employees in a physical space based on automatic behavior analysis
7,987,111	7/26/2011	Method and system for characterizing physical space based on automatic demographics measurement
8,009,863	8/30/2011	Method and system for analyzing shopper behavior using multiple sensor tracking
8,010,402	8/30/2011	Method for augmenting transaction data with visually extracted demographics of people using computer vision
8,027,521	9/27/2011	Method and system for robust human gender recognition using facial feature localization
8,098,888	1/17/2012	Method and system for automatic analysis of the trip of people in a retail space using multiple cameras
8,189,926	5/29/2012	Method and system for automatically analyzing categories in a physical space based on the visual characterization of people
8,219,438	7/10/2012	Method and system for measuring shopper response to products based on behavior and facial expression
8,254,633	8/28/2012	Method and system for finding correspondence between face camera views and behavior camera views
8,295,597	10/23/2012	Method and system for segmenting people in a physical space based on automatic behavior analysis
8,325,982	12/4/2012	Method and system for detecting and tracking shopping carts from videos
8,351,647	1/8/2013	Automatic detection and aggregation of demographics and behavior of people

Patent No.	Patent Issue Date	Title
8,379,937	2/19/2013	Method and system for robust human ethnicity recognition using image feature-based probabilistic graphical models
8,380,558	2/19/2013	Method and system for analyzing shopping behavior in a store by associating RFID data with video-based behavior and segmentation data
8,412,656	4/2/2013	Method and system for building a consumer decision tree based on in-store behavior analysis
8,433,612	4/30/2013	Method and system for measuring packaging effectiveness using video-based analysis of in-store shopper response
8,520,906	8/27/2013	Method and system for age estimation based on relative ages of pair-wise facial images of people
8,577,705	11/5/2013	Method and system for rating the role of a product category in the performance of a store area
8,812,344	8/19/2014	Method and system for determining the impact of crowding on retail performance
9,161,084	10/13/2015	Method and system for media audience measurement by viewership extrapolation
9,317,785	4/19/2016	Method and system for determining ethnicity category of facial images based on multi-level primary and auxiliary classifiers
9,740,977	8/22/2017	Method and system for recognizing the intentions of shoppers in retail aisles based on their trajectories
9,747,497	8/29/2017	Method and system for rating in-store media elements
10,083,358	9/25/2018	Association of unique person to point-of-sale transaction data
10,198,625	2/5/2019	Association of unique person to a mobile device using repeat face image matching
10,217,120	2/26/2019	Method and system for in-store shopper behavior analysis with multi-modal sensor fusion
10,262,331	4/16/2019	Cross-channel in-store shopper behavior analysis
10,296,936	5/21/2019	Method and system for measuring effectiveness of a marketing campaign on digital signage
10,354,262	7/16/2019	Brand-switching analysis using longitudinal tracking at at-shelf shopper behavior
10,387,896	8/20/2019	At-shelf brand strength tracking and decision analytics
10,614,294	4/7/2020	Association of mobile device to retail transaction
10,614,436	4/7/2020	Method and system for measuring viewership of people for displayed object
10,713,670	6/24/2020	Method and system for finding correspondence between point-of-sale data and customer behavior data
10,963,893	3/30/2021	Personalized decision tree based on in-store behavior analysis

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Patent No.	Patent Issue Date	Title
11,004,093	5/11/2021	Method and system for detecting shopping groups based on trajectory dynamics
11,151,584	10/19/2021	Method and system for collecting shopper response data tied to marketing and merchandising elements

Patents Applications:

Application No.	Application Date	Title
12/228,409	8/12/2008	Method and system rating the strength of a brand in attracting shoppers relative to a product category
12/313,459	11/20/2008	Method and system for evaluating content for digital displays by measuring viewer responses by demographic segments
13/999,280	2/5/2014	Method and system for measuring in-store location effectiveness based on shopper response
14/513,696	10/14/2014	Method and system for robust person tracking using mobile signal and video analytics
14/984,180	12/30/2015	Method and system for creating anonymous shopper panel using multi-modal sensor fusion
15/004,457	1/22/2016	Method and system for measuring the effectiveness of in-store marketing campaign

2. All Other Intellectual Property.

Trademarks:

Docket No	Mark	Mark Type	Registration Application		
			Filing Date	Serial No	Examiner
TM-0001-VM0	VIDEOMINING		12/17/2007	77353606	IN SUNG HYUN
TM-0002-PSM	THE POWER TO SEE MORE		10/23/2007	77311092	IN SUNG HYUN

Domains / Website Content

Domain	Registered	Status	Host
videomining.com	Network Solutions	Active	Site 5
shopperfirst.com	GoDaddy	Active Redirects to videomining.com	

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Domain	Registered	Status	Host
shopperpro.com	GoDaddy	Active Redirects to videomining.com	
shopperimpact.com	GoDaddy	Active Redirects to client portal - https://videomining.onelogin.com/login	

Data

All Aggregated and Unaggregated Data owned by VideoMining Corporation to include, but not limited to:

Type	Metric	Definition
Path-To-Purchase	Store Traffic	A count of all individuals who enter the store.
	Aisle Traffic (per 100 Store Traffic)	A count of all individuals (per 100 store traffic) who enter an aisle
	Aisle exposure rate	Aisle Traffic/Store Traffic
	Category Traffic (per 100 Store Traffic)	A count of all individuals (per 100 store traffic) who enter a category
	Category Exposure Rate	Category traffic/Aisle traffic)
	Category Shopper (per 100 Store Traffic)	A count of all individuals (per 100 store traffic) who stop to engage with a category
	Traffic Engagement %	CategoryShopper/Category Traffic
	Category Buyer (per 100 Store Traffic)	A count of individuals (per 100 store traffic) who bought a product from a category
	Closure Rate (%)	Category Buyer/Category Shopper
	$ Revenue Per 100	Total revenue from category shoppers (per 100 store traffic)
	$ Leakage per 100	The estimated monetary value of category shoppers (per 100 store traffic) who walk away without buying ("leakage")
Decision Analytics	Total Time in Category	The total time spent by a shopper in a category, or other area of interest. This is a sum of time spent shopping and time spent navigating. This does not apply to traffic or passers by.

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Type	Metric	Definition
	Avg. Shopping Time	Avg. time spent engaged with the category across all stops made by category shoppers - this does not include any time for which a shopper was navigating the category, or other area of interest. This does not apply to traffic or passers by.
	Shopping Time Distribution	A distribution of average shopping times for a category, or region of interest
	Shopping Stops	Avg. number of stops made by category shoppers
	Navigation Time	The total time spent navigating the category - this does not include any time for which a shopper was engaged with the category, or other area of interest. This does not apply to traffic or passers by.
	Navigation time Per ft	Navigation time per linear foot of the category
	Navigation Complexity (%)	Avg category navigation time / Avg category shopping time
	Decision Mix	Pre-shelf and at-shelf decisions
	First shopped category in an aisle	Percentage of aisle shoppers who shop first at each category in the aisle.
	Category in aisle shopped before and after	Given a category, most often shopped category (in the same aisle) before and after
	Category traffic by DoE	Category traffic broken down by Aisle DoE
	Category shoppers by DoE	Category shoppers broken down by Aisle DoE
Productivity Analytics	Time Productivity	Sales generated per minute of time spent in category ($/min)
	Space Productivity	Sales generated per foot of the category on a daily basis ($/ft)
	Value of Traffic (Exposure)	Sales generated by the category per Category Traffic
	Value of Shopper (Engagement)	Sales generated by the category per Category Shopper
	Value of Buyer (Conversion)	Sales generated by the category per Catgeory Buyer (a/k/a Avg. Basket)
Basket Composition or Storewide Analysis	Avg. Units Sold	Avg. number of units in a basket
	Unit Based Trip Type	Breakdown of basket data by number of items purchased

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Type	Metric	Definition
	Cross-Purchase	Analysis of most often cross purchased items
	Cross-Purchase Common Groupings	Analysis of most often cross purchased categories/common groups
	Dept. Cat Distribution	Within a dept, how often are 1, 2, 3, 4 or 5 categories bought.
	Avg. Store Basket	Avg. basket after discounts/promotions/coupons are applied
	Total Transaction Dollars (Gross)	Avg. basket dollars before any discounts/promotions/coupons are applied
	Total Transaction Dollars (Net)	Total sales after discounts/promotions/coupons are applied
	Total Transaction Dollars (Discount)	Avg. discounts/promotions/coupons applied to the basket
	Total Transaction Units	Total units in a basket
	Category Dollars (net)	Avg. $ spent by a category buyer
	Category Dollars (discount)	Avg. discounts/promotions/coupons applied to the category
	Category Units	Avg. units a category buyer purchased
	Buyers by time segments	Distribution of buyers of categories/store level over day parts (day parts tbd)
	Brand level basket analysis	Analysis of brands across store baskets
Aisle Dynamics	Traffic Heat Map	Heat map of traffic
	Shopping Activity Heat Map	Heat map of shopper
	Buyer heat map (nice to have)	Heat map of buyers
	Dollar heat map	Heat maps of dollars
	Direction of Entry	Aisle traffic by DoE
	Direction of Exit	Aisle traffic by DoE
	U-Turn	Avg. U-turn rate in an aisle
	List of Categories Visited (Traffic)	
	List of Categories Shopped (Shopper)	
	List of Shopping Times by Categories Shopped	
	List of Navigation Times by Categories Shopped	

Software / Firmware:
All software and firmware developed and/or owned by VideoMining Corporation, including but not limited to:

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Team	Deployed Location	Name	Purpose
Software	VPU	VMS Remote Server	•Responsible for communicating with the admin portal, downloading project updates and sending errors reported by various modules, status of cameras and video server. •Record video streams and organize videos on the hard drive. •Runs the tracking algorithm, collects the data output by the algorithm, manages it on disk and sends it back to the admin portal.
Software	VPU	VMS Time Synchronizer	Calculates drift between remote VPU and VMS2 main server ("The Admin Portal")
Software	VPU	VMS Remote Updater	Remotely update any remote VPU to a specific version from any known version
Software	HQ	VMS Admin Portal	•Is the primary component that handles all communication with the Remote Server - sends updates to project files and receives status updates as well as meta data •Interface to navigate to a particular site, select a specific video server and browse snapshots from each of the cameras. This interface also shows the status of various monitored states such as camera interface, video stream status, algorithm status etc. •Set alerts on the values of various states with the option to send notification emails. •Uses databases to manage all its operations.
Software	HQ	VMS Delta Builder	Whenever a new build of VMS Remote Server is generated, the Delta builder builds out a patch or delta between the version that is deployed at a site and the newly generated build. Coordinating with the Remote Updater, this patch is then copied over to the remote server and the software is patched to the latest build.

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Team	Deployed Location	Name	Purpose
Software	HQ	VMS GUI	•Contains models of each of the supported cameras and uses these models to create a camera coverage map •Create and update live project settings - this project file specifies camera type along with video stream parameters. The live project also enables roles on the device - these roles include but not limited to running the Vision, Demographics or the Wi-Fi app. •Is used to setup offline remote or local processing of videos with different selections of tracking algorithms (vision, face etc.) •Can annotate videos - load up videos and annotate various activities and states
Software	HQ	VMS - CI	Bamboo build server - Build VMS Software versions and make them available via The Admin Portal (VMS2)
Software	HQ	TAP - Health Monitoring	•Performs periodic checks for site equipment health status collected through AWS lambdas and IoT messages •Automatically attempt to recover devices and send alerts if unsuccessful
Software	HQ	TAP - Setup & Configuration	•Prepares new or updates site resources including enabling roles through AWS thing shadows •Management of sites for viewing and changing status such as enable and disable data collection through AWS certificates
Software	HQ	TAP - Remote Access	•Remote access to devices for manual control and debugging, ssh command management •Provides individual device access through AWS IoT messages and ssh for on demand requests and commands to specific apps including camera movement and frame adjustments

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Team	Deployed Location	Name	Purpose
Software	HQ	TAP - Report Builder	•Ability to create on demand reports dynamically from multiple database sources
Software	HQ	OmniTrackr - Inventory	•Management of site equipment (cameras, switches, VPUs, Routers etc) and tracking of equipment lifecycle
Software	HQ	OmniTrackr - Deploy & Configure	•Prepare devices for site deployment by installing OS, quality assurance testing and configure devices as per site config •Manage deployment of devices for necessary replacements
Software	HQ	Annotation Project Creator	•Generate assignments for annotation users, build the project file with the assigned videos, collect statisics for user completion rates
Software	OmniSensr	OmniSensr OS	Raspbian OS with custom services to: •monitor applications •manage reporting •storage •communication with AWS and other devices •manage updates and remote configuration. Includes HealthApp, IoT connector, servocontroller, ir_controller, mosquitto wrapper, customized web pages
Software	OmniSensr	OmniSensr OS - CI & CD	Jenkins build server, deployment, Bitbucket pipelines - Produces development and release builds of the vml code base for all sensr based applications. Eventually intended to automate the creation of AMI Instances. Creates tagged OS releases to support the remote OS upgrade system.
Software	OmniSensr	Vision App	Remote edge deployed omnisensr application to perform shopper tracking
Software	OmniSensr	Demographics App	Remote edge deployed omnisensr application to provide shopper demographics at checkout

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Team	Deployed Location	Name	Purpose
Software	OmniSensr	Wi-Fi Apps	Includes both the Wi-Fi Trackr which aggregates Wi-Fi Sniffer packets into actual shopper tracks and the Wi-Fi Sniffer app which detects mobile devices and forwards their relative RSS to the remote trackr app
Software	AWS	AWS rules	Rules for filtering incoming data streams and managing storage. Parses incoming data messages and forward to appropriate database tables to storage
Software	HQ	Videomining Wiki pages (old wiki)	How-to documentation for various software including concepts,setup and procedures
Software	HQ	YOLO: Real-Time Object Detection	yolo enviroment for training algorithm, annotation tool for creating boundaries for objects to be detected.
Multiple	Stores	OmniSensr	Platform that runs "apps" to 1. process video streams to generate shopper track data 2. collects and analyzes Wi-Fi signals to locate the source 3. analyzes video stream to detect and track faces
Data Services	HQ	ETL helper scripts	Clean and move POS documents in tandem with Alteryx POS workflows
Data Services	HQ	Alteryx CSI ETL	Take POS data, format it, then load it in our DBs
Data Services	HQ	Alteryx GSI ETL	Take POS data, format it, then load it in our DBs
Data Services	HQ	Alteryx Macros	Used in various Alteryx Workflows
Data Services	HQ	CameraLocFromCalib	Output camera location from calibration
Data Services	HQ	CameraRegionOverlap	Generate report for categories inside the camera
Data Services	HQ	CameraRoles	Change camera roles for gathering different data
Data Services	VPU	CMS	Generate snapshot for axis cameras
Data Services	VPU	CMS_Omni	Generate snapshot for omni cameras

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Team	Deployed Location	Name	Purpose
Data Services	HQ	cmsArchiver	Archive old camera snapshot to free space
Data Services	HQ	CrossShoppers	Calculates cross shopper from getshop data
Data Services	HQ	CSI	Produce traffic and shoppers for convenience stores
Data Services	HQ	Dazzle	Adjust highres and lowres for the identified stores and cameras
Data Services	HQ	DeltaHeatmap	Generates Heatmap for difference in data in two time range
Data Services	HQ	displayTrackingRegionFromLive	Displays the tracking regions of all the live cameras on a floorplan
Data Services	HQ	DisplayTrackingRegions	Displays the tracking regions of project file on a floorplan
Data Services	HQ	DOEandHeatmaps	Generates Heatmap and Doe at same time
Data Services	HQ	Extract_Track_noTrack	Extracts the tracking and no tracking regions for camera tracking
Data Services	HQ	ExtractAndUploadGetShopAndNodeId	Extracts shopping regions and stores into files
Data Services	HQ	ExtractAndUploadGetShopAndNodeId_S3	Extracts shopping regions and stores into db
Data Services	HQ	ExtractAndUploadGetShopAndNodeIdCSI	Extracts shopping regions and stores into 3 output directory for csi
Data Services	HQ	ExtractAnnotationData	various scripts to extract different style of annotation files
Data Services	VPU	ftpTransferVideos	windows exe to transfer files from vpu's to in house destination
Data Services	VPU	ftpVideoDownloader	old video downloading script
Data Services	HQ	GSI FullStore Scaling	generate scaling factors for new stores
Data Services	HQ	LiveDataStatus	Generates info about status of incoming data from camera
Data Services	HQ	Magnus_CalibrationUpload	Tool to manage calibration(create/update/delete)
Data Services	HQ	parseAnnotationLib	python in house library for parsing annotation files
Data Services	HQ	POSSE	In house post processing pipeline script- older version

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Team	Deployed Location	Name	Purpose
Data Services	HQ	POSSE_S3	In house post processing pipeline script- Newer version (in memory processing and file storage to AWS)
Data Services	HQ	POTM Site Setup	Tool to setup new site: live project, calibration, vision settings
Data Services	HQ	teemo	Tool to manage camera join camera level files
Data Services	HQ	Tinker2.0	Final data generation tool which uses various machine learning methodologies to smooth final data
Data Services	HQ	Tinker2.0_regionFiles	Final data generation tool which uses various machine learning methodologies to smooth final data- older version which uses files
Data Services	HQ	UtilityScripts	Various python scripts for simple camera workflows
Data Services	HQ	Vision Availability	workflow which checks vision data status
Data Services	HQ	Vision Debugging Tool	Tool to display tracking regions and tracks of camera on floorplan
Data Services	HQ	Django_CameraStatus	Django Webapp which tracks the status of camera and data generation by each camera per store
Data Services	VPU	Auto Deletion Policy	Python widows service which deletes older videos to make up space for newer ones
Data Services	HQ	bigRegionDataGenerator	Python windows exe which generated vision final metrics for department level regions
Data Services	HQ	UtilityScripts_V2	Various utility scripts to help perform day to day vision activities
Data Services	HQ And VPU	VML	Library of proprietary Machine Learning tools and libraries which are used to generate tracks on any given Camera including offline tracker, demographics model files etc.
Data Services	AWS	Airflow Wifi	Wifi Cloud Postprocessing pipeline
Data Services	AWS	AWSLambda	Lambda scripts which trigger processes in AWS
Data Services	VPU	Meepo	Python based Windows service which help manage videos/keep inventory and also tracks camera and vpu status

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Team	Deployed Location	Name	Purpose
Data Services	AWS	Airflow_vision	Vision and Demographics Cloud Postprocessing pipeline
IT	VPU	Super Scan	Software pings all addresses in designated range for what pings and is online. Also, verify ports in use by specific IPs.
IT	VPU	NTP	NTP project with N. America time server designation. Keep devices synced in time-- 3 application suite
IT	VPU	Axis Camera Mgmt	Management software for Axis manufactured cameras
IT	VPU, IT PC	Business Switch Config Tool	Management tool to find and manage Buffalo switches on network
IT	VPU, VMITPI, IT PC	TeamViewer 12	Remote session access software for various operating systems
IT	VPU	DUC Client	NOIP Dynamic DNS connection manager for remote VPN connections
IT	VPU	Mongo Database	Video Data Database usage by Data Services
IT	VPU, Desktop PCs	Putty	Secure Shell connection, Serial Bus connection tool for various peripherals, OmniSensr backend
IT	VPU, Desktop PCs	Bitvise	GUI & CLI SSH, Serial connector for various peripherals
IT	VPU	Meepo	DataServices tool for monitoring activity and processes within VPUs related to projects
IT	VPU	Git	Source code managing and program settings config
IT	VPU	Python 2.7	Python language works with Git and other install configurations, various program code written in Python
IT	VPU	Microsoft .NET framework	Windows software usually with Windows update works to allow Python, Git to function properly
IT	VPU	C++ Compiler for Python	Contains compiler and system headers to make binary wheels for Python packages
IT	VPU	sshcmdblast	DataServices tool for commands to VPUs
IT	VPU, Desktop PCs	NotePad++	Excellent tool for coding, scripting, works with MongoDB and other apps
IT	VPU, Desktop PCs	Google Chrome	Internet browser that works well with Flash and other apps, easy http navigating, better than Internet Explorer
IT	Ubuntu & Linux systems	Chromium	Google Chrome browser like above but best formatted for Linux OS devices
IT	Ubuntu & Linux systems	Remmina	Remote desktop client that works great on Linux systems

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Team	Deployed Location	Name	Purpose
IT	Deskltop PCs	Microsot Office 2013 or newer	MS Office suite for various documents, spreadsheets, presentations and email management for all departments
IT	VMESX, IT PC	VSphere Client	Management of Hypervisor Type 1 virtualization software clients from remote hosts
IT	VMWare	VMWare Virtual Machines	Individual clients run on hosts Type 1 & 2 virtualization. Very helpful for running 32 bit apps, OS testing
IT	Acct. & Finance PCs	QuickBooks	Management for invoicing and billing, AP, AR, office utilities, supplies along with vendor & ISP management
IT	Dell Desktop PCs	Dell Support Tool	Utilizes exclusive Dell Service Tags to identify driver, BIOS updates and overal PC health
IT	IT PC	Synology Assistant	Synology NAS assistant to find Synology Network Attached Storage devices
IT	vmit-controller, vmcstewart	Wasp Software	Wasp printer software for bar code creation, small label printer
IT	USB drives	Acronis	Program for creating backups and restoration of smaller hard drive..good for VPUs but not office machines
IT	USB drives, CDs	CloneZilla,	Good imaging program for various OS's
IT	Wiki VMUtils	How to TV12 a VMIT PI	Instruction for creating Raspberry Pi DHCP backdoor devices for resetting routers and other devices on site
IT/ Engineering	VideoMining Wiki	Wiki	Database of information, instructions, Tutorials, form creation for various processes, tools for OmniSensrs and projects
IT	Vmsharepointsvr	How to configure a router remotely	Documentation for explanation of various router features and proper way to configure one remotely
IT	IT PC	KeyFinderInstaller	Gets Windows key from various systems
Annotation		Cost Record	Tracks number of hours and Event counts of each annotator by program, project, period, site, task, and subtask.
Annotation		VMS with GUI 5.6	Collect Event behaviors from recorded video
Annotation		Full Store Tracker	Full Store Tracker (FST) is an application that permits the tracking of a person across multiple cameras. The data file generated is a record of the tracks in their entirety (trajectory).

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Team	Deployed Location	Name	Purpose
Annotation		build_screenshot_proj	Build blank vmproj, manually add camera transitions (FST)
Annotation		FST Import/Export	Custom Full Store Tracker data formating (Tracking Algo)
Annotation		Project Factory	Annotator assignment database
Annotation		Generate Assignments	Project Factory assignment generator
Annotation		Video Downloader	FTP videos from a remote site to a local server
Annotation		NAS Video Downloader	FTP pull video from a remote site NAS to a local server
Annotation		Video Copy	Copy select video from returned HDD to a local server
Annotation		Valid Video Checker	Inventory VPU video by date
Annotation		Stitch Video	Stitch cameras together for a larger annotation/viewing area
Annotation		Change Video Properties	Change video dimensions, FPS, rotate, brightness, contrast
Annotation		Video Time Offset	Synchronize video time offset between VPUs
Annotation		Extract Annotation Data	Converts VMS tokenized data to human format
Annotation		Scaling	Convert annotation data to scaling format
Annotation		Shopper Impact	Multi-category, standard shopper metrics, Demos, Interaction
Annotation		Shopper Impact Non-Nav	same as above with Non-Navigation Time segregated
Annotation		Entrance Demos TrackID	used alone or to generate Full Store Track indices
Annotation		Checkout	Type, Groups, Demos, Time (InLine, Wait, Unload, Checkout)
Annotation		FrontEnd Checkout	same as above with ShoppingTime, Categories, Location, Units
Annotation		Checkout Demos TrackID	used alone or to generate Full Store Track indices
Annotation		CSI-Pump to Basket	CarID, TxnID, GroupID, CategoriesBought
Annotation		CSI-MegaStudy Annotation	Ties Forecourt, Entrance, Checkout, TimeInStore w/txn_id

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Team	Deployed Location	Name	Purpose
Annotation		CSI-MegaStudy Groups	Group totals by type, weekday, hour, includes age breakout
Annotation		CSI-MegaStudy Site	Totals by weekday and hour: ForecourtTraffic, StoreTraffic, PeopleInLine, CheckoutTime, TimeInStore, Individuals, Groups, GroupTypes, Buyers, Non-Buyers(Fuel and N/A), Leakage
Annotation		CSI-Beer	Standard metrics, Interaction, DoE/X, Cave time
Annotation		Tobacco Shopper	Demos, GroupSize, Dress, Interactions, ID actions, Denials
Annotation		Category PoS Count	Target optimal category purchase hours from PoS
Annotation		Store Category Sequence	Demos, InitialInteraction, CategorySequence, TimeInStore, ShopsWhileWaiting, WaitingTime, InteractionTime, DeskTime
Annotation		MySQL Workbench: -General Info -PoS with upc_dsc -PoS with upc_dsc unique -PoS by Store	MySQL Queries: -txns/day, stores by retailer, dates by store, dates by retailer -by date list or date range - unique 3_tran_master structure - no upc_dsc
Third party software			
Annotation		AviSynth	GNU General Public License (GPL) 2.0
Annotation		MS Access	
Data Services		Python 2.7	GNU Public License (GPL) compatible
Data Services		Mongodb	**MongoDB, Inc.'s Server Side Public License**
Data Services		MySql	GNU Public License (GPL)
Data Services		docker	Apache 2.0 license
Data Services		Airflow Apache	Apache License
Data Services		Django	OSI Open Source License
Data Services		APScheduler	MIT license
Data Services		beautifulsoup4	MIT license
Data Services		boto	Apache License, Version 2.0

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Team	Deployed Location	Name	Purpose
Data Services		boto3	Apache License, Version 2.0
Data Services		filechunkio	MIT license
Data Services		Flask	BSD License (BSD)
Data Services		GitPython	BSD License (BSD)
Data Services		jsonlib	GNU Public License (GPL)
Data Services		lxml	BSD License (BSD)
Data Services		MySQL-python	GPL and CNRI license
Data Services		pandas	BSD License (BSD)
Data Services		paramiko	GNU Public License (GPL)
Data Services		PIL,Pillow	PIL Software License
Data Services		pymongo	Apache License, Version 2.0
Data Services		requests	Apache License, Version 2.0
Data Services		Shapely	BSD License (BSD)
Data Services		sklearn	BSD License (BSD)
Data Services		SQLAlchemy	MIT license
Data Services		statlib	MIT license
Data Services		virtualenv	MIT license
Data Services		virtualenvwrapper	Copyright Doug Hellmann
Data Services		Yapsy	BSD License (BSD)
Software		Python	BSD License (BSD)
Software		Celery	BSD License (BSD)
Software		Django	BSD License (BSD)
Software		Apache	Apache License 2.0
Software		Nginx	BSD License (BSD)
Software		Gunicorn	MIT License
Software		Supervisor	BSD License (BSD)
Software		Monit	AGPL 3.0
Software		Bitvise	https://www.bitvise.com/files/license/Bv SshServer-EULA-20180701.pdf
Software		Putty	MIT License

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Team	Deployed Location	Name	Purpose
Software		java	GNU Public License (GPL)
Software		virtualenv	MIT license
Software		boto3	Apache License, Version 2.0
Software		docker	Apache 2.0 license
Software		mysql-python	GPL and CNRI license
Software		paho	Eclipse Public License
Software		mqtt mosquitto	Creative Commons Attribution 4.0 International License
Software		paramiko	GNU Public License (GPL)
Software		PIL,Pillow	PIL Software License
Software		MySql	GNU Public License (GPL)
Software		sklearn	BSD License (BSD)
Software		requests	Apache License, Version 2.0
Software		Eclipse	Eclipse Public
Software		Git	GNU Public License (GPL)
Software		Redis	BSD License (BSD)
Software		RabbitMQ	Mozilla Public License
Software		Jupyter Notebook	BSD License (BSD)
Software		pandas	BSD License (BSD)
Software		Spring Framework	Apache License, Version 2.0
Software		jQuery	MIT license
Software		AngularJS	MIT license
Software		Bootstrap	MIT license
Software		Google Charts	Apache License, Version 2.0
IT		Superscan	Freeware
IT		KeyFinder	OTT Solutions, Free
IT		SuperAntiSpyware	SuperAntiSpyware Free
IT		MicroSoft Office	MAK License
IT / AP		Quickbooks	Multi User paid license
IT		NTP	Open Source licensure
IT		Axis Camera Mgmt	Free -- manufacturer support tool
IT		Business Switch Config Tool	Free -- manufacturer support tool
IT		TeamViewer 12	Multi Seat License
IT		DUC Client	freeware
IT		C++ Compiler for Python	Free
IT		NotePad++	Freeware
IT		Google Chrome	Free
IT		Chromium	Free
IT		Remmina	Free

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Team	Deployed Location	Name	Purpose
IT		VSphere Client	Subscription license & warranty
IT		VMWare Virtual Machines	Subscription license & warranty
IT		QuickBooks	Subscription license & warranty
IT		Dell Support Tool	Free -- manufacturer support tool
IT		Synology Assistant	Free -- manufacturer support tool
IT		Wasp Software	Free -- manufacturer support tool
IT		Acronis	license unknown
IT		CloneZilla,	freeware
Repositories:			
Assorted		airflow_vision	Repo for post processing pipelines for post processing vision meta data
Assorted		AnnoProjMan	Annotation tool for project creation and assign videos to users for annotation.
Assorted		AWSLambda	AWS lambda scripts for triggering post processing
Assorted		DB_Backup_Scripts	Backing up databases that contain meta data, post processed track data, pos data etc.
Assorted		lambdaVision	AWS lambda scripts for......<Nakul>
Assorted		Meepo	Python based Windows service which help manage videos/keep inventory and also tracks camera and vpu status
Assorted		OmniTrackr	•Management of site equipment (cameras, switches, VPUs, Routers etc) and tracking of equipment lifecycle •Configure devices as per site config, run QA and manage deployment •Prepare devices for site deployment by installing OS, quality assurance testing and configure devices as per site config •Manage deployment of devices for neccessary replacements"
Assorted		sshCmdBlast	Used to ssh into a list of specified devices and execute commands remotely.
Assorted		vml	Entire source code for all core video and computer vision libraries as well as apps that run on OmniSensr - video tracker, demographics, Wi-Fi, Health, IoT Connector etc.
Assorted		Object_Training_Annotation_ Tool	Annotation tool for marking up images to train the yolo algorithm
FormerDevs		OmniSensrOS_Jimmy	Jimmy's forked repo of OmniSensrOS

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Team	Deployed Location	Name	Purpose
FormerDevs		omnisensr-runners_jimmy	Jimmy's forked repo of OmniSensr-runners
FormerDevs		vml_jimmy	Jimmy's forked repo of vml
HealthApp		Pi_Health	App that monitors health of various services, restarts them if necessary and reports statistics on state of OS
OmniOS		OmniData	This repo is for the storage of small-to-medium sized files that need to be deployed on either all OmniSensrs or all EC2 postprocessing machines. Examples of these kinds of files would be models needed for classification or configuration files.
OmniOS		Omnisensr_Images	This repo stores all versions of OmniSenserOS images
OmniOS		OmniSensrOS	OS that runs on the OmniSensr - has the runtime environment, services, apps etc.
OmniOS		omnisensr_runners	A runner/faciolitator that patches the OS to the latest version. This is the client side of our homegrown CD solution
OmniOS		usbboot	This is the USB MSD boot code to flash OmniSensr with the current OS version.
OmniOS		OmniSensrV2	Hardware level source code for OmniSensr V2
Support Web Apps		post_portal	This is the new admin portal.

Other:

1. All Corporation Files and file cabinets containing the files

2. All customer files.

3. All software contained on the computers including Operating systems, accounting software, office software, operating systems, etc.

4. All computer data not specifically listed, including but not limited to email, word documents, PowerPoint presentations, etc.

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SCHEDULE 2.2

(List of Assigned Contracts)

Counterparty	Description of Contract/Lease	Cure Obligation
Leaf Financial	Settlement of Financing	$7,500.00
Acrobat Pro/Creative Cloud	Software License	None
Alteryx, Inc	Software License	None
Amazon Web Services	Data Processing	None
Appriver	Software License	None
Ariba, Inc	Customer Portal	None
AT&T Acct. # 118558154	Internet Service Provider	None
AT&T Acct. # 286232403	Internet Service Provider	None
AT&T Acct. # 286498415	Internet Service Provider	None
Atlassian	Software License	None
CenturyLink Acct. # 215B	Internet Service Provider	None
CenturyLink Acct. # 475B	Internet Service Provider	None
Charter Communications / Spectrum # 0005217	Internet Service Provider	None
Charter Communications / Spectrum # 5309	Internet Service Provider	None
Comcast Acct. # 0013568	Internet Service Provider	None
Comcast Acct. # 0043838	Internet Service Provider	None
Comcast Acct. # 0114166	Internet Service Provider	None
Comcast Acct. # 0144503	Internet Service Provider	None
Comcast Acct. # 0212788	Internet Service Provider	None
Comcast Acct. # 0253745	Internet Service Provider	None
Comcast Acct. # 0254149	Internet Service Provider	None
Comcast Acct. # 0290186	Internet Service Provider	None
Comcast Acct. # 0691240	Internet Service Provider	None
Comcast Acct. # 1041162	Internet Service Provider	None
Comcast Acct. # 1702369	Internet Service Provider	None
Comcast Acct. # 61556231	Internet Service Provider	None
FedEx	Shipper	None
Field Nation, LLC	Contract Technicians	None
FinFirst Capital Advisors Pvt Ltd	India Contractor	None
Frontier Communications Acct. No.: 60512-5	Internet Service Provider	None
Frontier Communications Acct. No.: 90518-5	Internet Service Provider	None
GoDaddy.com	Web Hosting	None
Google Fi	Internet Service Provider	None
Guardian Life Insurance Co	Employee Benefits	None

Highmark Blue Shield	Employee Benefits	None
Highmark HRA	Employee Benefits	None
Hubspot	Software License	None
Intuit Quickbooks	Software License	None
LogMeIn Inc	Software License	None
Site5.com	Web Hosting	None
Spectrum # 2398-02	Internet Service Provider	None
Tableau Software, Inc	Software License	None
Time Warner Cable / Spectrum # 02352767	Internet Service Provider	None
Time Warner Cable / Spectrum # 6601	Internet Service Provider	None
UnyScape Infocon PVT LTD	India Contractor	None
Verizon Wireless (active line only)	Telephone	None
West Penn Power	Utility	None
Windstream	Internet Service Provider	None

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SCHEDULE 2.3(h)

(Additional Excluded Assets)

NONE

SCHEDULE 2.4

(Obligations Assumed Under Assigned Contracts)

1. Customer Orders not yet delivered.

Customer	PO #
Kellogg Company	4801109293
Mars Wrigley Confectionery	4800212374
MolsonCoors LLC	4700112307
Mars Wrigley Confectionery	4800189664
ITG Brands / Blu	4944005507
MolsonCoors LLC	4700111088
Diageo - Beer Company USA	4800628561

2. Thorntons Agreement dated 11/10/2020

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SCHEDULE 4.3

(Required Consents)

NONE

<u>SCHEDULE 4.6</u>

(Permits)

NONE

SCHEDULE 4.7

(Litigation)

Litigation, except for amounts listed on Seller's Bankruptcy Schedules and claims and pleadings filed with the Bankruptcy Court:

NONE

SCHEDULE 4.9

(Employees; Collective Bargaining Agreements)

A. Employee List

Employee	Position	Type	Hire Date	Status
Amanda Craven	Annotation Mgr.	Salary	4/17/2017	Active
Brennan Spicer	Annotator	Hourly	4/9/2018	Active
Caitlin Ciolkosz	Insights Analyst	Salary	4/17/2017	Active
Colleen Houtz	Annotator	Hourly	1/31/2018	Active
Darryl M. Hill	Annotation Mgr.	Salary	3/2/2016	Active
Gary Panulla	Senior Software Engineer	Salary	2/9/2015	Active
James Brennan	VP of Analytical Services	Salary	4/2/2012	Active
Justin Sumpman	Annotator	Hourly	12/5/2017	Active
Kristin Eberle	Insights Analyst	Salary	2/16/2021	Active
Lydia Perla	Software Engineer	Salary	10/17/2014	Active
Nisha Sharma	Intellectual Property Mgr.	Salary	8/11/2014	Active
Rajeev Sharma	CEO	Salary	2001	Active
Richard Hirata	Insights Consultant (part time)	Hourly	1/1/2015	Active
Robert Shore	IT Technician	Salary	9/1/2017	Active
Steven Engblom	Annotator	Hourly	4/9/2018	Active

B. Salary information has been provided by Seller to Buyer.

C. Collective Bargaining Agreements.   None.

SCHEDULE 7.3

(Allocation of Total Consideration)

Purchase of Patent Portfolio - $1,067335.28

Purchase of Equipment - $100,000.00

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