

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: PAT1112475

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Smartvue Corporation	04/17/2015
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	KIP SMRT P1 LP
<b>Street Address:</b>	1345 Avenue of the Americas
<b>Internal Address:</b>	46th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10145
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16783071
<b>Application Number:</b>	16731614
<b>Application Number:</b>	16664707
<b>Application Number:</b>	16590298
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	2028576395
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	2028576000
<b>Email:</b>	patentdocket@afslaw.com,morgan.mayes@arentfox.com
<b>Correspondent Name:</b>	James Bindseil
<b>Address Line 1:</b>	c/o ArentFox Schiff LLP
<b>Address Line 2:</b>	1717 K Street NW
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20006
<b>NAME OF SUBMITTER:</b>	Morgan Mayes
<b>SIGNATURE:</b>	Morgan Mayes
<b>DATE SIGNED:</b>	03/21/2024
<b>Total Attachments: 8</b>	
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## ASSIGNMENT OF PATENT RIGHTS

April 17, 2015

This ASSIGNMENT OF PATENT RIGHTS (this “**Assignment**”) is made effective as of the date first written above (the “**Effective Date**”) by Smartvue Corporation, a Delaware corporation with a business address located at 5211 Linbar Dr., Suite 507, Nashville, TN 37211-1021 (“**Assignor**”).

1. In consideration for the execution of that certain Credit Agreement, dated as of the date hereof, by and between Fortress Credit Co LLC, a Delaware limited liability company (“**Lender**”), and Assignor (the “**Credit Agreement**”), the funding of the Term Loans (as defined in the Credit Agreement) and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, and convey unto KIP SMRT P1 LP (“**Assignee**”) all of Assignor’s right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the “**Patent Rights**”), effective as of the date first written above (the “**Effective Date**”):

(a) All of the patent applications and patents of Assignor, whether now owned or hereafter acquired, including, without limitation, the patent applications and patents listed in the table below (the “**Patents**”);

<u>Patent or application no.</u>	<u>Filing or 371 Date</u>	<u>Title of Patent and First Named Inventor</u>
US 2007-0009104 11/520117 (abandoned)	09-13-2006	WIRELESS SMART CAMERA SYSTEM AND METHOD
8457314 11/520505	09-12-2006	WIRELESS VIDEO SURVEILLANCE SYSTEM AND METHOD FOR SELF-CONFIGURING NETWORK
7784080 10/955444	09-30-2004	WIRELESS VIDEO SURVEILLANCE SYSTEM AND METHOD WITH SINGLE CLICK-SELECT ACTIONS
7508418 10/949487	09-30-2004	WIRELESS VIDEO SURVEILLANCE SYSTEM AND METHOD WITH SINGLE CLICK-SELECT ACTIONS
7821533 10/948501	09-23-2004	WIRELESS VIDEO SURVEILLANCE SYSTEM AND METHOD WITH TWO-WAY LOCKING OF INPUT CAPTURE DEVICES
7719567 10/949609	09-24-2004	WIRELESS VIDEO SURVEILLANCE SYSTEM AND METHOD WITH EMERGENCY VIDEO ACCESS
7954129 10/950,033	09-24-2004	WIRELESS VIDEO SURVEILLANCE SYSTEM AND METHOD WITH REMOTE VIEWING
8208019 10/949489	09-24-2004	WIRELESS VIDEO SURVEILLANCE SYSTEM AND METHOD WITH EXTERNAL REMOVABLE RECORDING
7936370 10/949,776	09-25-2004	WIRELESS VIDEO SURVEILLANCE SYSTEM AND METHOD WITH DUAL ENCODING
7728871 10/955711	09-30-2004	WIRELESS VIDEO SURVEILLANCE SYSTEM & METHOD WITH INPUT CAPTURE AND DATA TRANSMISSION

<b><u>Patent or application no.</u></b>	<b><u>Filing or 371 Date</u></b>	<b><u>Title of Patent and First Named Inventor</u></b>
		PRIORITIZATION AND ADJUSTMENT
8253796 10/955825	09-30-2004	WIRELESS VIDEO SURVEILLANCE SYSTEM & METHOD WITH RAPID INSTALLATION
10/955,552	09-30-2004	WIRELESS VIDEO SURVEILLANCE SYSTEM & METHOD WITH DIGITAL INPUT RECORDER INTERFACE AND SETUP
8199195 10/955824	09-30-2004	WIRELESS VIDEO SURVEILLANCE SYSTEM AND METHOD WITH SECURITY KEY
10/977,762	10-29-2004	WIRELESS VIDEO SURVEILLANCE SYSTEM AND METHOD FOR MESH NETWORKING
7603087 11/202678	08-12-2005	WIRELESS VIDEO SURVEILLANCE JAMMING AND INTERFACE PREVENTION
11/202996 (abandoned)	08-12-2005	WIRELESS VIDEO SURVEILLANCE PROCESSING NEGATIVE MOTION
7730534 11/413845	04-29-2006	ENTERPRISE VIDEO INTELLIGENCE AND ANALYTICS MANAGEMENT SYSTEM AND METHOD
11/413692 (abandoned)	04-29-2006	WIRELESS SURVEILLANCE SYSTEM RELEASABLY MOUNTABLE TO TRACK LIGHTING
8752106 11/247421	10-11-2005	MESH NETWORKED VIDEO AND SENSOR SURVEILLANCE SYSTEM AND METHOD FOR WIRELESS MESH NETWORKED SENSORS
8750509 11/480079	06-30-2006	WIRELESS SURVEILLANCE SYSTEM RELEASABLY MOUNTABLE TO TRACK LIGHTING
8395664 12/380807	03-04-2009	WIRELESS SURVEILLANCE SYSTEM AND METHOD FOR 3-D VISUALIZATION AND USER-CONTROLLED ANALYTICS OF CAPTURED DATA
7719571 12/378745	02-19-2009	WIRELESS VIDEO SURVEILLANCE SYSTEM AND METHOD WITH DVR-BASED QUERYING
7925219 12/550935	08-31-2009	WIRELESS VIDEO SURVEILLANCE JAMMING AND INTERFERENCE PREVENTION
8610772 12/759768	04-14-2010	WIRELESS VIDEO SURVEILLANCE SYSTEM AND METHOD WITH INPUT CAPTURE AND DATA TRANSMISSION PRIORITIZATION AND ADJUSTMENT
8754946 12/874599	09-02-2010	WIRELESS VIDEO SURVEILLANCE SYSTEM AND METHOD WITH TWO-WAY LOCKING OF INPUT CAPTURE DEVICES

<b><u>Patent or application no.</u></b>	<b><u>Filing or 371 Date</u></b>	<b><u>Title of Patent and First Named Inventor</u></b>
8842179 13/250546	09-30-2011	VIDEO SURVEILLANCE SHARING SYSTEM & METHOD
8750513 13/802575	03-13-2013	VIDEO SURVEILLANCE SYSTEM AND METHOD FOR SELF-CONFIGURING NETWORK
14/081372	11-15-2013	WIRELESS VIDEO SURVEILLANCE SYSTEM & METHOD WITH INPUT CAPTURE AND DATA TRANSMISSION PRIORITIZATION AND ADJUSTMENT
14/249687	04-10-2014	SYSTEMS AND METHODS FOR AUTOMATED CLOUD-BASED ANALYTICS FOR SECURITY AND/OR SURVEILLANCE
14/504132	10-01-2014	SYSTEMS AND METHODS FOR AUTOMATED CLOUD-BASED ANALYTICS FOR SECURITY AND/OR SURVEILLANCE
D633,121 D/364668	06-25-2010	WIRELESS VIDEO SURVEILLANCE CAMERA
D540,359 D/210620	08-03-2004	COMBINED WIRELESS CAMERA AND BASE STATION
D429,743 D/298743	01-05-1999	WIRELESS CAMERA
D429,269 D/212138	10-08-1999	WIRELESS CAMERA
D428,876 D/298742	01-05-1999	WIRELESS RECEIVER
61/068,003	03-04-2008	VIDEO SURVEILLANCE SYSTEMS AND METHODS

**SMARTVUE CORPORATION - WORLDWIDE PORTFOLIO**

<b><u>Patent or application no.</u></b>	<b><u>Filing or 371 Date</u></b>	<b><u>Title of Patent and First Named Inventor</u></b>
PCT/US05/35182	09-30-2005	WIRELESS VIDEO SURVEILLANCE SYSTEM & METHOD
101065980 CN200580040922.4	09-30-2005	WIRELESS VIDEO SURVEILLANCE SYSTEM AND METHOD
5808697.6 EP1803309	09-30-2005	WIRELESS VIDEO SURVEILLANCE SYSTEM AND METHOD

(b) All patents and patent applications (i) to which any of the Patents claim priority, directly or indirectly; (ii) for which any of the Patents directly or indirectly form a basis for priority; or (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Patents;

(c) All issues, reissues, reexaminations, extensions, continuations, continuations-in-part, continuing prosecution applications, requests for continuing examinations, divisions, or registrations of any item in either of the foregoing categories (a) and (b);

(d) All foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) All items in any of the foregoing categories (b) through (d), whether or not expressly listed as Patents above and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) Inventions, invention disclosures, and discoveries described in any of the Patents or any item in the foregoing categories (b) through (e) that (i) are included in any claim in the Patents or any item in the foregoing categories (b) through (e); (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceeding brought on any of the Patents or any item in the foregoing categories (b) through (e); or (iii) could have been included as a claim in any of the Patents or any item in the foregoing categories (b) through (e);

(g) All rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding;

(h) All causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for (i) damages; (ii) injunctive relief; and (iii) any other remedies of any kind for past, current, and future infringement; and

(i) All rights to collect royalties and other payments under or on account of any of the Patents or any item in any of the foregoing categories (b) through (h), excluding any and all license agreements of Assignor existing prior to the Effective Date (as defined in that certain Credit Agreement between Assignor and Assignee dated as of the date hereof) and any sublicenses granted by Assignor as expressly permitted under the Patent License Agreement, dated as of the date hereof, between Assignor and Assignee.

2. Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein, subject to licenses to certain third parties.

3. Assignor represents and warrants to Assignee, except as set forth on the Schedule of Exceptions separately provided to Assignee, which exceptions shall be deemed to be part of the representations and warranties made hereunder, as follows:

(a) Assignor is a company duly formed, validly existing, and in good standing under the laws of its formation jurisdiction. Assignor has the full power and authority to sell, assign, transfer and convey the Patent Rights to Assignee.

(b) Assignor owns all right, title, and interest to the Patent Rights, and the Patents are all of the currently existing patents and patent applications of Assignor. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. Except for the security interest granted by Assignor to Lender pursuant to the Loan Documents (as defined in the Credit Agreement) and Permitted Liens (as defined in the Credit Agreement), the Patent Rights are free and clear of all security interests or other encumbrances of any kind. There are no actions, suits, investigations, claims, or proceedings pending in which Assignor is a party, or, to the Knowledge of Assignor, threatened, relating to the Patent Rights. To the Knowledge of Assignor, all inventors named on the Patents are true and correct. “**Knowledge**” as used herein means actual knowledge, after reasonable inquiry involving all parties with information relating to the applicable subject matter, of a chief executive officer, president, chief financial officer or controller of Borrower.

(c) There is no obligation imposed by a standards-setting organization to license any of the Patents on particular terms or conditions. No licenses under the Patents have been granted to any other third party, and Assignor is not subject to any covenant not to sue or other restrictions on its enforcement or enjoyment of the Patent Rights.

(d) None of the Patents has ever been found invalid, unpatentable, or unenforceable for any reason in any proceeding, and Assignor does not know of and has not received any written notice suggesting that the Patents may be invalid, unpatentable, or unenforceable, other than official notices from patent offices in the course of patent prosecution. To the extent “small entity” fees were paid to the United States Patent and Trademark Office for any Patent, such reduced fees were then appropriate because the payor qualified to pay “small entity” fees at the time of such payment and specifically had not licensed rights in any of the Patents to an entity that was not a “small entity.” If any of the Patents are terminally disclaimed to another patent or patent application, all patents and patent applications subject to such terminal disclaimer are included in the Patents.

(e) To Assignor’s Knowledge, none of Assignor, any prior owner, or their respective agents or representatives have engaged in any conduct, or omitted to perform any necessary act, the result of which would invalidate any of the Patents or hinder their enforcement.

(f) As of the date hereof, Assignor has not (i) put a third party on notice of actual or potential infringement of any of the Patents; (ii) except as referenced in or disclosed under the Credit Agreement and the Joint Venture Documents (as defined in the Credit Agreement), entered into a license with a third party under any of the Patents; or (iii) initiated any enforcement action with respect to any of the Patents.

(g) Except as may have been disclosed by Assignor to Assignee, to the Knowledge of Assignor, none of the Patents has been or is currently involved in any reexamination, supplemental examination, reissue, interference proceeding, or any similar proceeding, and no such proceedings are pending or threatened.

**4. EXCEPT AS SET FORTH ABOVE AND IN THE LOAN DOCUMENTS AND TRANSACTION DOCUMENTS AS APPLICABLE, AND WITHOUT LIMITING THE REPRESENTATIONS AND WARRANTIES SET FORTH ABOVE, ASSIGNOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PATENTS AND PATENT RIGHTS AND HEREBY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE PATENTS OR PATENT RIGHTS, WHETHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING AS TO THE VALIDITY OR ENFORCEABILITY OF THE PATENTS OR THE PATENT RIGHTS.**

5. Assignor will, at the reasonable request of Assignee, and at Assignee's expense, do all things that are reasonably within its power and that are necessary, proper, or advisable, including, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, or enforcing the Patent Rights.

6. The terms and conditions of this Assignment will inure to the benefit of Assignee and its successors, assigns, and other legal representatives and will be binding upon Assignor and its successors, assigns, and other legal representatives.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its rules of conflict of law, except Section 5-1401 of the New York General Obligations Law; *provided, however*, that the prosecution, perfection, issuance, maintenance, validity and enforceability of any rights granted under such Patent Rights will be governed by the Laws of that jurisdiction without reference to choice of law principles to the contrary. Assignor (and Assignee by its acceptance hereof) hereby irrevocably submit to the nonexclusive jurisdiction of any New York state or federal court sitting in the County of New York over any suit, action or proceeding arising out of or relating to this Agreement, and the parties hereby agree and consent that, in addition to any methods of service of process provided for under applicable law, all service of process in any such suit, action or proceeding in any New York state or federal court sitting in the County of New York may be made by certified or registered mail, return receipt requested, or overnight mail with a reputable national carrier, directed to the applicable party at the address indicated above, and service so made shall be complete five (5) days after the same shall have been so mailed (one (1) day in the case of an overnight mail service).

8. Capitalized terms not defined herein shall have their respective meanings as set forth in the Credit Agreement.

9. This Assignment represents the entire agreement about the subject matter of this Assignment and supersedes prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Assignment merge into this Assignment.

[Signature Page Follows]



IN WITNESS WHEREOF this Assignment of Patent Rights is executed as of the Effective Date.

ASSIGNOR:

SMARTVUE CORPORATION

By:   
Martin A. Renkis, CEO

(Signature MUST be attested.)

**ATTESTATION OF SIGNATURE UNDER 28 U.S.C. § 1746**

The undersigned witnessed the signature of Martin Renkis to the above Assignment of Patent Rights on behalf of Smartvue Corporation, a Delaware corporation, and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
2. Martin A. Renkis is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on April 15, 2015 to execute the above Assignment of Patent Rights on behalf of Smartvue Corporation.
3. Martin A. Renkis subscribed to the above Assignment of Patent Rights on behalf of Smartvue Corporation.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered Sections immediately above are true and correct.

EXECUTED on April 15, 2015 (date)

  
Print Name: Laura Renkis

**Disclosure Schedule to Assignment of Patent Rights**

**Schedule 3(f)**

The TWC License.

The Company is a party to the following agreements:

<b>Customer / Client</b>	<b>Agreement</b>	<b>Date</b>
AT&T	Software License and Maintenance - Snap-Out Agreement	7/24/2015
Boomtown	Purchase/Service Agreement	3/14/2013
Cox Commercial	Evaluation Agreement (Pilot Agreement)	12/27/2013
Digital Group	Partner Agreement	8/21/2014
Education Networks of America	Partner Agreement	7/30/2014
Global Auto-ID	Partner Agreement	12/25/2014
Intellivision	OEM License Agreement	7/21/2014
Koorsen	Partner Agreement	1/7/2015
Kratos	Partner Agreement	12/19/2014
Manna Systems	Partner Agreement	10/15/2014
Microsoft	Master Supplier Service Agreement	11/21/2014
Star Asset	Partner Agreement	11/14/2014
Sysdyne LLC	Partner Agreement	11/19/2014
Tutela	Partner Agreement	12/22/2014
Time Warner Cable	Cloud Services Agreement	10/17/2014
Time Warner Cable	Master Product Agreement	10/17/2014
Time Warner Cable	Professional Services Agreement	10/11/2013
Western Digital	Smartvue Corporation Licensing and Distribution Agreement	5/22/2014
Western Digital	Smartvue Corporation Licensing and Distribution Agreement - Amendment	12/4/2014