

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332168

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VideolQ, Inc.		12/17/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AVO USA Holding 2 Corporation		
Street Address:	900 Middlesex Turnpike		
Internal Address:	Building No. 5		
City:	Billerica		
State/Country:	MASSACHUSETTS		
Postal Code:	01821		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86624583		
CORRESPONDENCE DATA			
Fax Number:	2155683439		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-568-3100		
Email:	trademarksphi@bakerlaw.com, jdale@bakerlaw.com		
Correspondent Name:	Jacqueline M. Lesser		
Address Line 1:	2929 Arch Street		
Address Line 2:	Cira Centre, 12th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2891		
ATTORNEY DOCKET NUMBER:	092283.00610		
NAME OF SUBMITTER:	Judy Dale-Trademark Paralegal		
SIGNATURE:	/Judy Dale/		
DATE SIGNED:	02/13/2015		
Total Attachments: 6			
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ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT OF TRADEMARK RIGHTS (the "Agreement") is made by and between **VideoIQ, Inc.** ("Assignor"), a Delaware corporation, and **AVO USA Holding 2 Corporation**, a Delaware corporation ("Assignee"), effective as of December 31, 2014.

RECITALS:

WHEREAS, Assignor and Assignee are parties to that certain Bill of Sale and Assumption Agreement effective as of December 31, 2014, ("**Agreement**"), pursuant to which Assignor agreed to transfer all of its trademark rights, and

WHEREAS, Assignor wishes to transfer to Assignee, and Assignee wishes to acquire from Assignor all of Assignor's right, title and interest in, to and under the trademark identified on Schedule A ("**PREVENTION AS A SERVICE (PAAS)**" or the "**Trademark**"), together with all rights that Assignor may have in such Trademark.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby grants, transfers and assigns unto Assignee and its transferees, successors and assigns:

All of Assignor's right, title and interest in and to the Trademark, the same to be held and enjoyed by Assignee as fully and entirely as they would have been held by Assignor had the assignment not been made, whether or not the same has been registered prior to, on or after the date of this Agreement, and any and all renewals and extensions thereof (or any legal equivalent thereof in a foreign country) for the full term or terms for which the same may be granted, together with the goodwill of the business carried on in connection with such trademark; and

All claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement of the Trademark prior to, on or after the date of this Agreement, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and

Any income, fees, royalties, damages and payments now or hereafter due and/or payable under and with respect to the Trademark, including without limitation, the right to recover for past, present or future infringements of the Trademark or unauthorized use.

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

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to registered Trademark issues and in all other respects by the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed as of the date first written above.

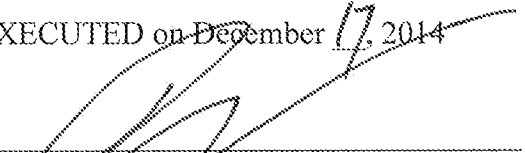
VIDEOIQ, INC.

By: 

Name: Alexander Fernandes
Title: President
Place: 4th Floor, 858 Beatty Street
Vancouver, British Columbia, Canada V6B1C1
Date: December 17, 2014

PROVINCE OF BRITISH COLUMBIA)
) SS.
CITY OF VANCOUVER)

On this 17th day of December, 2014, there appeared before me Alexander Fernandes, personally known to me, who acknowledged that he signed the foregoing Assignment of Trademark Rights Agreement as his voluntary act and deed on behalf and with full authority of Assignor.

EXECUTED on ~~December 17~~, 2014


A Notary Public in and for the Province of British Columbia
MANINDER MALLI
A Notary Public in and for the Province of British Columbia

AVO USA HOLDING 2 CORPORATION
(Assignee)

By: _____

Name: Bryan Schmode
Title: Secretary and Treasurer
Place: 4th Floor, 858 Beatty Street
Vancouver, British Columbia, Canada V6B1C1
Date: December 17, 2014

PROVINCE OF BRITISH COLUMBIA)
) SS.
CITY OF VANCOUVER)

On this 17th day of December, 2014, there appeared before me Bryan Schmode, personally known to me, who acknowledged that he signed the foregoing Assignment of Trademark Rights Agreement as his voluntary act and deed on behalf and with full authority of Assignor.

EXECUTED on December 17 2014

A Notary Public in and for the Province of British Columbia

MANINDER MALLI
A Notary Public in and for the Province of British Columbia

SCHEDULE A

<u>Mark</u>	<u>Drawing code</u>	<u>Serial Number</u>	<u>Filing Date</u>
PREVENTION AS A SERVICE (PAAS)	STANDARD CHARACTER MARK	85624583	14-May-12

A printout of the mark from the website of the USPTO is attached as Schedule A-1.

SCHEDULE A-1



United States Patent and Trademark Office

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Prevention as a Service (PaaS)

Word Mark PREVENTION AS A SERVICE (PAAS)

Goods and Services IC 042. US 100 101, G & S: Cloud computing featuring software for use in video surveillance and for adaptive analytics of video surveillance; Providing on-line non-downloadable software for use in video surveillance and adaptive analytics of video surveillance; Providing temporary use of a web-based software application for use in video surveillance and adaptive analytics of video surveillance; Software as a service (SAAS) services featuring software for use in video surveillance and adaptive analytics of video surveillance

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 85624583

Filing Date May 14, 2012

Current Basis 1B

Original Filing Basis 1B

Published for Opposition June 4, 2013

Owner (APPLICANT) VideoIQ, Inc. CORPORATION DELAWARE 213 Burlington Road Bedford MASSACHUSETTS 01730

Attorney of Record XAVIER MORALES

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "PAAS" APART FROM THE MARK AS SHOWN

Type of Mark SERVICE MARK

Register PRINCIPAL

Live/Dead Indicator LIVE

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