

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM442742

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900415975		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VideoMining Corporation		07/27/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Federal National Payables, Inc.		
<b>Doing Business As:</b>	DBA Federal National Commercial Credit		
<b>Street Address:</b>	7315 Wisconsin Avenue, Suite 600W		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3852007	THE POWER TO SEE MORE	
<b>Registration Number:</b>	3479937	VIDEOMINING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9733257467		
<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>	9732437902		
<b>Email:</b>	efeatherman@lawfirm.ms		
<b>Correspondent Name:</b>	Elizabeth Featherman		
<b>Address Line 1:</b>	3 Becker Farm Road, Suite 105		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068		
<b>ATTORNEY DOCKET NUMBER:</b>	32137-007		
<b>NAME OF SUBMITTER:</b>	Elizabeth Featherman		
<b>SIGNATURE:</b>	/Elizabeth Featherman/		
<b>DATE SIGNED:</b>	09/12/2017		
<b>Total Attachments: 15</b>			
source=Security Agreement for Videomining#page1.tif			

source=Security Agreement for Videomining#page2.tif  
source=Security Agreement for Videomining#page3.tif  
source=Security Agreement for Videomining#page4.tif  
source=Security Agreement for Videomining#page5.tif  
source=Security Agreement for Videomining#page6.tif  
source=Security Agreement for Videomining#page7.tif  
source=Security Agreement for Videomining#page8.tif  
source=Security Agreement for Videomining#page9.tif  
source=Security Agreement for Videomining#page10.tif  
source=Security Agreement for Videomining#page11.tif  
source=Security Agreement for Videomining#page12.tif  
source=Security Agreement for Videomining#page13.tif  
source=Security Agreement for Videomining#page14.tif  
source=Security Agreement for Videomining#page15.tif

PATENTS, TRADEMARKS  
AND COPYRIGHTS SECURITY AGREEMENT

**THIS PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT** is made as of July 27, 2017 by and between **VIDEOMINING CORPORATION**, a Delaware corporation (the "Assignor" and "Borrower"), and **FEDERAL NATIONAL PAYABLES, INC.**, a Delaware corporation doing business as Federal National Commercial Credit ("Lender" and "Assignee"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, Assignor pursuant to a certain Amended and Restated Loan and Security Agreement (as it may be amended, supplemented, replaced or restated from time to time certain other borrowing entities, the "Loan Agreement") dated the date herewith by and between the Assignor and the Lender, the Lender has agreed to make loans, and may in the future make additional loans and extension of credit (collectively, the "Loans") to the Borrower; and

WHEREAS, the Assignor owns the United States copyrights which have been registered with the United States Copyright Office and listed on Schedule A hereto ("Copyrights"), owns the United States patents listed on Schedule B ("Patents"), owns the United States trademark applications and trademark registrations listed in Schedule C hereto, along with the good-will of the Assignor to which such trademark applications and trademark registrations relate ("Trademarks") and owns the United States trademark applications filed in the United States Patent and Trademark Office based on its intent to use the corresponding mark and listed on Schedule D, along with any good-will of the Assignor relating to such trademarks ("TTU Marks"); and

WHEREAS, pursuant to the Loan Agreement, the Assignor is required to and has conveyed and granted to Lender a security interest in, among other things, all right, title and interest of the Assignor in, to and under all of the Assignor's Copyrights, Patents and Trademarks, whether presently existing or hereafter arising or acquired, and all products, substitutions, replacements and proceeds thereof to secure all obligations of the Assignor to Lender, including contingent obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby absolutely grant and convey to Lender a security interest in, all of the Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (a) Each of the Copyrights, as the same may be updated hereafter from time to time;
- (b) Each of the Patents, as the same may be updated hereafter from time to time; and
- (c) Each of the Trademarks, as the same may be updated hereafter from time to time.

Said security interest includes, without limitation, all proceeds thereof, the right to sue for past, present, and future infringements thereof, all rights corresponding thereto throughout the world.

1) Assignor covenants and warrants that, to the extent that any Patents, Trademarks and/or Copyrights exist:

- (a) it is the true and lawful exclusive owner of all the Copyrights listed on Schedule A and that said Copyrights constitute all the United States Copyrights registered in the United States Copyright Office and applications for United States Copyrights that the Assignor now owns;

**EXECUTION ORIGINAL**

(b) it is the true and lawful exclusive owner of all the Patents listed on Schedule B and that said Patents constitute all the United States Patents issued by the United States Patent and Trademark Office and applications for United States Patents that the Assignor now owns;

(c) it is the true and lawful exclusive owner of all the Trademarks listed on Schedule C and that said Trademarks constitute all the United States Trademarks registered in the United States Patent and Trademark Office and applications for Trademarks that the Assignor now owns;

(d) The Assignor further warrants that it is not aware of any third party claim that any of the aspects of the Assignor's present or contemplated business operations infringe or will infringe on any Patent, Trademark or Copyright. The Assignor further warrants that it is not aware of any third party claim of invalidity or unenforceability of the Patents or cancellation of the Trademarks. The Assignor grants to Lender an absolute power of attorney to sign any document which will be required by the United States Copyright Office or the United States Patent and Trademark Office in order to record the security interest in the Patents, Trademarks and Copyrights;

(e) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable;

(f) Each of the Patents, Trademarks and Copyrights is in use and, to Assignor's knowledge, does not infringe the rights of any other person or entity;

(g) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements, and covenants by Assignor not to sue third persons, other than the assignment to Lender pursuant to this Agreement;

(h) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(i) Assignor has used, and will use its good faith efforts to continue to use for the duration of this Agreement, proper statutory marking in connection with its use of the Patents, Trademarks and Copyrights;

(j) Assignor has used, and will use good faith effort to continue to use for the duration of this Agreement, consistent standards of quality in its manufacture or use of products sold under the Trademarks;

(k) At its own expense, the Assignor shall make timely payment of all post-issuance fees required pursuant to 35 U.S.C. Sec. 41 to maintain in force rights under each Patent, to the extent that Assignor deems advisable;

(l) At its own expense, the Assignor shall make timely payment of all post-registration fees required to maintain in force rights under each Trademark, to the extent that Assignor deems advisable;

(m) Except in the ordinary course of business, the Assignor hereby agrees not to divest itself of any right under any Copyright, Trademark and/or Patent, which divestiture would have a material adverse effect on Assignor's business, its properties, or its ability to perform its obligations under the Loan Agreement; and

(n) The Assignor agrees to promptly, upon learning thereof, furnish Lender in writing all pertinent information available to the Assignor with respect to any infringement or other violation of the Assignor's rights in any Copyright, Trademark and/or Patent, which infringement or violation could have a material adverse effect on the Assignor, its properties or its ability to perform its

## EXECUTION ORIGINAL

obligations under the Loan Agreement and Other Documents (as defined in the Loan Agreement). To the extent that the Assignor deems advisable, the Assignor further agrees to prosecute any third parties infringing upon any Copyright, Trademark and/or Patent to the extent such infringement could have a Material Adverse Effect on the Assignor, its properties or its ability to perform its obligations under the Loan Agreement or Other Documents.

- 2) Subject to the provisions of the Loan Agreement, Assignor hereby grants to Lender and its employees and agents the right to visit Assignor's facilities (during normal business hours and upon reasonable notice) which maintain or store products sold under any of the Patents, Trademarks, or Copyrights, and to inspect the products and quality control records relating thereto. Assignor shall do any and all acts reasonably required by Lender to ensure Assignor's compliance herewith.
- 3) Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.
- 4) If, before the Obligations have been satisfied in full, Assignor shall become entitled to the benefit of any patent application or patent for reissue, division, continuation, or continuation-in-part of any Patent, the provisions hereof shall automatically apply thereto and Assignor shall give to Lender prompt notice thereof in writing; and
- 5) Assignor authorizes Lender to modify this Agreement by amending Schedules A, B, C and D to include any future Patents, Trademarks, Copyrights or ITU Marks covered hereby.
- 6) Upon the occurrence of any Event of Default:
  - a) Lender shall have, in addition to all other rights and remedies given to it by this Agreement, the Loan Agreement, and the Other Documents, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, or Copyrights may be located; and
  - b) Lender may, in addition to any other remedies which may be available to Lender, without being deemed to have made an election of remedies, and without the assignment hereunder being deemed to be anything less than an absolute assignment, immediately, without demand of performance and without other notice (except as may be set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale (or, to the extent required by law, otherwise realize upon in a commercially reasonable manner), all or from time to time, any of the Patents, Trademarks, or Copyrights, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks, or Copyrights all reasonable expenses (including all reasonable expenses for broker's fees and legal services), may apply the residue of such proceeds to the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Patents, Trademarks, or Copyrights shall be given to Assignor at least thirty (30) business days before the time of any intended public or private sale or other disposition of the Patents, Trademarks, or Copyrights is to be made, which notice Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks, or Copyrights sold, free from any right or equity of redemption on the part of Assignor, which right and equity of redemption are hereby waived and released.
- 7) At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Lender shall execute and deliver to Assignor at Assignor's expense all releases and other instruments as may be necessary or proper to release the security interest in and to the Patents, Trademarks, or Copyrights, subject to any disposition thereof which may have been made by Lender pursuant hereto and in accordance with the terms hereof.

## EXECUTION ORIGINAL

- 8) Any and all fees, costs and expenses, including reasonable attorney fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Patents, Trademarks, or Copyrights, in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks, or Copyrights, or in the enforcement by Lender of any of its rights or remedies under this Agreement, the Loan Agreement or any Other Document shall be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate of interest chargeable pursuant to the Loan Agreement upon an Event of Default.
- 9) To the extent that Assignor deems it advisable, Assignor shall have the duty to prosecute diligently any actions for or of the Patents, Trademarks, or Copyrights pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Patents, Trademarks, or Copyrights, including defending against all third party challenges to the validity and/or enforceability of the Patents, Trademarks, or Copyrights. Any expenses incurred in connection with the Patents, Trademarks, and Copyrights shall be borne by Assignor. The Assignor shall not abandon any Patents, Trademarks, or Copyrights other than in the ordinary course of business without the consent of Lender.
- 10) Assignor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Patents, Trademarks, or Copyrights, in which event Lender may, if necessary in the reasonable discretion of the Assignor, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including attorney fees, incurred by Lender in the fulfillment of the provisions of this paragraph. The obligations of the Assignor under this paragraph shall survive the termination of this Agreement.
- 11) In the event of the occurrence a Default or an Event of Default, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Patents, Trademarks, or Copyrights, or to grant or issue any exclusive or nonexclusive license under the Patents, Trademarks, or Copyrights to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, or Copyrights to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.
- 12) If Assignor fails to comply with any of its obligations hereunder, following notice to Assignor, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all reasonable expenses, including reasonable attorney's fees, incurred by Lender in protecting, defending and maintaining the Patents, Trademarks, or Copyrights.
- 13) No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement, or under any Other Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 14) All of Lender's rights and remedies with respect to the Patents, Trademarks, or Copyrights, whether established hereby or by the Loan Agreement, or by any other agreement(s) or by law, shall be cumulative and may be exercised singly or concurrently.
- 15) The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

EXECUTION ORIGINAL

- 16) This Agreement is subject to modification only by a writing signed by the parties.
- 17) The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- 18) The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Connecticut.
- 19) THE PARTIES HERETO AGREE TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN CONNECTICUT IN CONNECTION WITH ANY MATTER ARISING HEREBUNDER, INCLUDING THE COLLECTION AND ENFORCEMENT HEREOF. THE ASSIGNOR AND LENDER EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR THE ACTIONS OF LENDER. THIS WAIVER IS MADE KNOWINGLY AND IN CONSIDERATION OF THE ADVANCES MADE UNDER THE LOAN AGREEMENT.
- 20) This Agreement, the Loan Agreement and the Other Documents embody the entire agreement and understanding between the Assignor and Lender and supersedes all prior agreements and understandings relating to the subject matter hereof and thereof.
- 21) This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same instrument.

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:

VIDEOMINING CORPORATION

  
Name: VISHNU SHARMA  
Title: Secretary

By:   
Name: RAJEEV SHARMA  
Title: President

FEDERAL NATIONAL PAYABLES, INC.,  
d/b/a Federal National Commercial Credit, Inc.

By: \_\_\_\_\_  
Name: KYSHA A. PIERRE-LOUIS  
Title: Chief Credit Officer

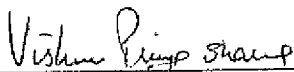
EXECUTION ORIGINAL

- 16) This Agreement is subject to modification only by a writing signed by the parties.
- 17) The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- 18) The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Connecticut.
- 19) THE PARTIES HERETO AGREE TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN CONNECTICUT IN CONNECTION WITH ANY MATTER ARISING HEREUNDER, INCLUDING THE COLLECTION AND ENFORCEMENT HEREOF. THE ASSIGNOR AND LENDER EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR THE ACTIONS OF LENDER. THIS WAIVER IS MADE KNOWINGLY AND IN CONSIDERATION OF THE ADVANCES MADE UNDER THE LOAN AGREEMENT.
- 20) This Agreement, the Loan Agreement and the Other Documents embody the entire agreement and understanding between the Assignor and Lender and supersedes all prior agreements and understandings relating to the subject matter hereof and thereof.
- 21) This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same instrument.

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:

VIDEOMINING CORPORATION

  
Name: VISHNU SHARMA  
Title: Secretary

By:   
Name: RAJEEV SHARMA  
Title: President

FEDERAL NATIONAL PAYABLES, INC.,  
d/b/a Federal National Commercial Credit, Inc.

By:   
Name: KYSHA A. PIERRE-LOUIS  
Title: Chief Credit Officer



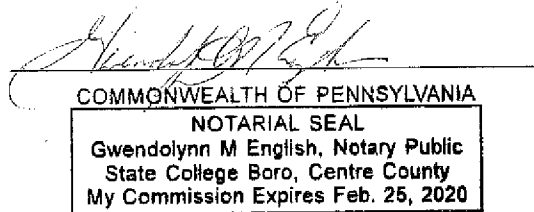
EXECUTION ORIGINAL

COMMONWEALTH OF PENNSYLVANIA :  
SS:  
COUNTY OF CENTRE :

I CERTIFY that on July 27, 2017, RAJEEV SHARMA, personally came before me and stated under oath to my satisfaction that:

- (a) this person is the President of VideoMining Corporation, the corporation named in this Instrument;
- (b) this Instrument was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (c) this person knows the proper seal of the corporation which was affixed to this Instrument;
- (d) this person signed this acknowledgement to attest to the truth of these facts.

Signed and sworn to before me on  
July 27, 2017



STATE OF NEW JERSEY :  
SS:  
COUNTY OF ESSEX :

I CERTIFY that on July \_\_, 2017, KYSHA A. PIERRE-LOUIS, personally came before me and stated under oath to my satisfaction that:

- (a) this person is the Chief Credit Officer of Federal National Payables, Inc., d/b/a Federal National Commercial Credit, Inc., the financial institution in this Instrument;
- (b) this Instrument was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (c) this person knows the proper seal of the corporation which was affixed to this Instrument;
- (d) this person signed this acknowledgement to attest to the truth of these facts.

Signed and sworn to before me on  
July \_\_, 2017

EXECUTION ORIGINAL

STATE OF NEW JERSEY :  
SS:  
COUNTY OF ESSEX :

I CERTIFY that on July \_\_, 2017, RAJEEV SHARMA, personally came before me and stated under oath to my satisfaction that:

- (a) this person is the President of VideoMining Corporation, the corporation named in this Instrument;
- (b) this Instrument was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (c) this person knows the proper seal of the corporation which was affixed to this Instrument;
- (d) this person signed this acknowledgement to attest to the truth of these facts.

Signed and sworn to before me on  
July \_\_, 2017

~~STATE OF NEW JERSEY~~ MARYLAND up  
SS:  
~~COUNTY OF ESSEX~~ MONTGOMERY up

I CERTIFY that on July \_\_, 2017, KYSHA A. PIERRE-LOUIS, personally came before me and stated under oath to my satisfaction that:

- (a) this person is the Chief Credit Officer of Federal National Payables, Inc., d/b/a Federal National Commercial Credit, Inc., the financial institution in this Instrument;
- (b) this Instrument was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (c) this person knows the proper seal of the corporation which was affixed to this Instrument;
- (d) this person signed this acknowledgement to attest to the truth of these facts.

Signed and sworn to before me on  
July 2, 2017

MARGARET J. PICKENS  
NOTARY PUBLIC  
MONTGOMERY COUNTY  
MARYLAND  
MY COMMISSION EXPIRES MARCH 8, 2020

**EXECUTION ORIGINAL**

**SCHEDULE A  
(Copyrights)**

None.

---

## EXECUTION ORIGINAL

SCHEDULE B  
(Patents)

Patent No.	Title	Date Issued	Docket No.
7505621	"DEMOGRAPHIC CLASSIFICATION USING IMAGE COMPONENTS"	3/17/2009	AI-0020-DCC
7319779	"CLASSIFICATION OF HUMANS INTO MULTIPLE AGE CATEGORIES FROM DIGITAL IMAGES"	1/15/2008	AI-0021-MUL
8098888	"METHOD AND SYSTEM FOR AUTOMATIC ANALYSIS OF THE TRIP OF PEOPLE IN A RETAIL SPACE USING MULTIPLE CAMERAS"	01/17/2012	VM-0028-MTR
7987111	"METHOD AND SYSTEM FOR CHARACTERIZING PHYSICAL SPACE BASED ON AUTOMATIC DEMOGRAPHICS MEASUREMENT"	7/26/2011	VM-0030-DBR
8380558	"METHOD AND SYSTEM FOR ANALYZING SHOPPING BEHAVIOR IN A STORE BY ASSOCIATING RFID DATA WITH VIDEO-BASED BEHAVIOR AND SEGMENTATION DATA"	2/19/2013	VM-0032-BRS
8189926	"METHOD AND SYSTEM FOR AUTOMATICALLY ANALYZING CATEGORIES IN A PHYSICAL SPACE BASED ON THE VISUAL CHARACTERIZATION OF PEOPLE"	5/29/2012	VM-0033-BBC
8295597	"METHOD AND SYSTEM FOR SEGMENTING PEOPLE IN A PHYSICAL SPACE BASED ON AUTOMATIC BEHAVIOR ANALYSIS"	10/23/2012	VM-0035-BBS
7957565	"METHOD AND SYSTEM FOR RECOGNIZING EMPLOYEES IN A PHYSICAL SPACE BASED ON AUTOMATIC BEHAVIOR ANALYSIS"	6/7/2011	VM-0036-BBE
7848548	"METHOD AND SYSTEM FOR ROBUST DEMOGRAPHIC CLASSIFICATION USING POSE INDEPENDENT MODEL FROM SEQUENCE OF FACE IMAGES"	12/7/2010	VM-0038-DPM
8520906	"METHOD AND SYSTEM FOR AGE ESTIMATION BASED ON RELATIVE AGES OF PAIRWISE FACIAL IMAGES OF PEOPLE"	8/27/2013	VM-0040-DAP
8351647	"AUTOMATIC DETECTION AND AGGREGATION OF DEMOGRAPHICS AND BEHAVIOR OF PEOPLE"	1/8/2013	VM-0042-FIN-CIP
7912246	"METHOD AND SYSTEM FOR DETERMINING THE AGE CATEGORY OF PEOPLE BASED ON FACIAL IMAGES"	3/22/2011	VM-0043-AGE-CIP
8027521	"METHOD AND SYSTEM FOR ROBUST HUMAN GENDER RECOGNITION USING FACIAL FEATURE LOCALIZATION"	9/27/2011	VM-0044-DGC
8433612	"METHOD AND SYSTEM FOR MEASURING PACKAGING EFFECTIVENESS USING VIDEO-BASED ANALYSIS OF IN- STORE SHOPPER RESPONSE"	4/30/2013	VM-0046-BPE

EXECUTION ORIGINAL

8219438	"METHOD AND SYSTEM FOR MEASURING SHOPPER RESPONSE TO PRODUCTS BASED ON BEHAVIOR AND FACIAL EXPRESSION"	7/10/2012	VM-0050-BER
8009863	"METHOD AND SYSTEM FOR ANALYZING SHOPPER BEHAVIOR USING MULTIPLE SENSOR TRACKING"	8/30/2011	VM-0051-MBA
8379937	"METHOD AND SYSTEM FOR ROBUST HUMAN ETHNICITY RECOGNITION USING IMAGE FEATURE-BASED PROBABILISTIC GRAPHICAL MODELS"	2/19/2013	VM-0056-DEG
8577705	"METHOD AND SYSTEM FOR RATING THE ROLE OF A PRODUCT CATEGORY IN THE PERFORMANCE OF A STORE AREA"	11/5/2013	VM-0061-CSR
8254633	"METHOD AND SYSTEM FOR FINDING CORRESPONDENCE BETWEEN FACE CAMERA VIEWS AND BEHAVIOR CAMERA VIEWS"	8/28/2012	VM-0063-BFA
8010402	"METHOD FOR AUGMENTING TRANSACTION DATA WITH VISUALLY EXTRACTED DEMOGRAPHICS OF PEOPLE USING COMPUTER VISION"	8/30/2011	VM-0065-PIN-CIP
8812344	"METHOD AND SYSTEM FOR DETERMINING THE IMPACT OF CROWDING ON RETAIL PERFORMANCE"	8/19/2014	VM-0066-ACI
8412656	"METHOD AND SYSTEM FOR BUILDING A CONSUMER DECISION TREE BASED ON IN-STORE BEHAVIOR ANALYSIS"	4/2/2013	VM-0070-CDT
8325982	"METHOD AND SYSTEM FOR DETECTING AND TRACKING SHOPPING CARTS FROM VIDEOS"	12/4/2012	VM-0071-CRT
9161084	"METHOD AND SYSTEM FOR MEDIA AUDIENCE MEASUREMENT BY VIEWERSHIP EXTRAPOLATION BASED ON SITE, DISPLAY, AND CROWD CHARACTERIZATION"	10/13/2015	VM-0073-MAE-CIP
9317785	"METHOD AND SYSTEM FOR DETERMINING ETHNICITY CATEGORY OF FACIAL IMAGES BASED ON MULTI-LEVEL PRIMARY AND AUXILIARY CLASSIFIERS"	04/19/2016	VM-0075-ETH-CA
pending 12/386,655	"METHOD AND SYSTEM FOR RATING IN-STORE MEDIA ELEMENTS"		VM-0064-RIM
pending 12/455,295	"METHOD AND SYSTEM FOR RECOGNIZING THE INTENTIONS OF SHOPPERS IN RETAIL AISLES BASED ON THEIR TRAJECTORIES"		VM-0067-ATT
11/818,554	"METHOD AND SYSTEM FOR MEASURING VIEWERSHIP OF PEOPLE FOR DISPLAYED OBJECT"	6/16/2006	VM-0027-IMP

**EXECUTION ORIGINAL**

12/283,606	"METHOD AND SYSTEM FOR MEASURING EFFECTIVENESS OF A MARKETING CAMPAIGN ON DIGITAL SIGNAGE"	9/12/2008	VM-0039-MCR
12/220,076	"METHOD AND SYSTEM FOR COLLECTING SHOPPER RESPONSE DATA TIED TO MARKETING AND MERCHANDISING ELEMENTS"	7/21/2008	VM-0052-SMD
12/228,409	"METHOD AND SYSTEM FOR RATING THE STRENGTH OF A BRAND IN ATTRACTING SHOPPERS RELATIVE TO A PRODUCT CATEGORY"	8/12/2008	VM-0054-BSR
12/313,459	"METHOD AND SYSTEM FOR EVALUATING CONTENT FOR DIGITAL DISPLAYS BY MEASURING VIEWER RESPONSES BY DEMOGRAPHIC SEGMENTS"	11/20/2008	VM-0058-MCE
12/459,281	"METHOD AND SYSTEM FOR DETECTING SHOPPING GROUPS BASED ON TRAJECTORY DYNAMICS"	6/29/2009	VM-0069-BBG
13/999,280	"METHOD AND SYSTEM FOR MEASURING IN-STORE LOCATION EFFECTIVENESS BASED ON SHOPPER RESPONSE AND BEHAVIOR ANALYSIS"	2/5/2014	VM-0074-BLE-CIP
14/513,696	"METHOD AND SYSTEM FOR ROBUST PERSON TRACKING USING MOBILE SIGNAL AND VIDEO ANALYTICS"	10/14/2014	VM-0076-MVT
14/692,446	"METHOD AND SYSTEM FOR IN-STORE SHOPPER BEHAVIOR ANALYSIS WITH MULTI-MODAL SENSOR FUSION"	4/21/2015	VM-0077-MMB
14/986,386	"METHOD AND SYSTEM FOR FINDING CORRESPONDENCE BETWEEN POINT-OF-SALE DATA AND CUSTOMER BEHAVIOR DATA"	12/31/2015	VM-0078-BPA
14/984,180	"METHOD AND SYSTEM FOR FINDING CORRESPONDENCE BETWEEN POINT-OF-SALE DATA AND CUSTOMER BEHAVIOR DATA"	12/30/2015	VM-0079-APC
15/004,457	"METHOD AND SYSTEM FOR MEASURING THE EFFECTIVENESS OF IN-STORE MARKETING CAMPAIGN"	1/22/2016	VM-0080-RCR
15/011,442	"CROSS-CHANNEL IN-STORE SHOPPER BEHAVIOR ANALYSIS"	1/29/2016	VM-0081-MCT
15/051,629	"PERSONALIZED DECISION TREE BASED ON IN-STORE BEHAVIOR ANALYSIS"	2/23/2016	VM-0082-PDT
15/081,859	"ASSOCIATION OF UNIQUE PERSON TO A MOBILE DEVICE USING REPEAT FACE IMAGE MATCHING"	3/26/2016	VM-0083-FMA
15/140,283	"AT-SHELF BRAND STRENGTH TRACKING AND DECISION ANALYTICS"	4/27/2016	VM-0084-BDT
15/171,873	"BRAND-SWITCHING ANALYSIS USING LONGITUDINAL TRACKING AT AT-SHELF SHOPPER BEHAVIOR"	6/2/2016	VM-0085-BSA

**EXECUTION ORIGINAL**

15/220,052	"ASSOCIATION OF UNIQUE PERSON TO POINT-OF-SALE TRANSACTION DATA"	7/26/2016	VM-0086- FPA
15/247,324	"ASSOCIATION OF MOBILE DEVICE TO RETAIL TRANSACTION"	8/25/2016	VM-0087- MPA

SCHEDULE C  
(Trademarks)

Serial Number	Registration Number	Word Mark
77311092	3852007	The Power to See More
77353606	3479937	VideoMining



**SCHEDULE D  
(ITU Marks)**

None.

---