

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PANASONIC CORPORATION OF NORTH AMERICA		07/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Panasonic i-Pro Sensing Solutions Corporation of America		
Street Address:	1701 Golf Road, Suite 3-1200		
City:	Rolling Meadows		
State/Country:	ILLINOIS		
Postal Code:	60008		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	78535316	ARBITRATOR	
Serial Number:	86064454	FACEPRO	
Serial Number:	86715656	VIDEOINSIGHT	
Serial Number:	86715431	ADVIDIA	
Serial Number:	86755632	MONITORCAST	
Serial Number:	88168045	UDE UNIFIED DIGITAL EVIDENCE	
Serial Number:	88168038	UNIFIED DIGITAL EVIDENCE	
CORRESPONDENCE DATA			
Fax Number:	9374436635		
<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:	937-443-6817		
Email:	trademarks@thompsonhine.com		
Correspondent Name:	Roger H. Bora		
Address Line 1:	10050 Innovation Drive, Suite 400		
Address Line 4:	Dayton, OHIO 45342-4934		
ATTORNEY DOCKET NUMBER:	101934-002		
NAME OF SUBMITTER:	Roger H. Bora		
SIGNATURE:	/roger h bora/		

OP \$190.00 78535316

DATE SIGNED:	12/20/2019
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Total Attachments: 4
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EXHIBIT A

FORM OF TRADEMARK AND PATENT ASSIGNMENT AGREEMENT

This Trademark and Patent Assignment Agreement (this "Agreement") is made and entered into as of July 31st, 2019, by and among Panasonic Corporation of North America, a Delaware corporation (the "Assignor") and Panasonic i-Pro Sensing Solutions Corporation of America, a Delaware corporation (the "Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Contribution Agreement dated as of the date hereof (the "Contribution Agreement") (capitalized terms used but not defined herein shall have those meanings assigned to them in the Contribution Agreement);

WHEREAS, in connection with the transactions contemplated by the Contribution Agreement, Assignor wishes to assign to Assignee all right, obligations, title and interest in:

- (a) the trademark registrations and applications for registrations listed on Appendix 1, along with the trademarks described in such trademark applications and registrations and the goodwill of the business symbolized thereby (the "Trademarks"); and
- (b) the patent / patent application , and any divisional, continuation, and continuation-in-part patent applications based on the [patents/patent applications] listed in Appendix 1 (the "Patent Rights") and, collectively with the Trademarks, the "Assigned IP"); and

WHEREAS, Assignor and Assignee wish to document the formal assignment to Assignee of the Assignor's right, title and interest in and to the Assigned IP.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, do hereby agree as follows:

1. Assignment. Assignor, hereby contributes, transfers, assigns, conveys and delivers to Assignee all right, obligations, title and interest in and to the Assigned IP (including, in the case of the Trademarks, the goodwill of the business symbolized thereby), together with all claims that can or may be asserted by Assignor arising out of or relating to the use or ownership of any of the Assigned IP.

2. Further Assurances. Assignor hereby consents to the recordation of this Agreement with the United States Patent and Trademark Office. Assignor agrees, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers necessary or reasonably desirable to fully secure to Assignee the right, title and interest conveyed herein.

3. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party.

4. Conflict with Contribution Agreement. Nothing herein shall be deemed to limit the rights, duties and obligations of the parties under the Contribution Agreement and, to the extent of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Contribution Agreement, the terms and conditions of the Contribution Agreement shall govern, supersede and prevail.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to rules governing the conflict of laws.

6. Entire Agreement. This Agreement, together with the Contribution Agreement and the documents referred to herein and therein, constitute the entire agreement among the parties hereto with respect to the transactions contemplated hereby, and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions.

7. Headings. The section and paragraph headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

8. Counterparts. This Agreement may be executed by facsimile or electronic delivery of original signatures (including portable format document (PDF)), and in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each of the parties and delivered, including by facsimile or other electronic means, to the other party.

[Signatures Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first set forth above.

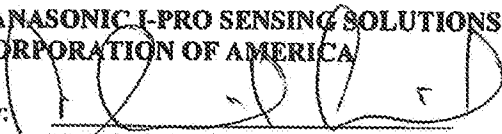
TRANSFEROR:

PANASONIC CORPORATION OF NORTH AMERICA

By: 
Name: Michael Riccio
Title: Chief Financial Officer (CFO)

TRANSFeree:

PANASONIC I-PRO SENSING SOLUTIONS CORPORATION OF AMERICA

By: 
Name: M. Faisal Pandit
Title: Chief Executive Officer (CEO)

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, the _____ of Panasonic Corporation of North America, a Delaware corporation, on behalf of said company. He/she is personally known to me or produced _____ as identification.

Notary Public


Typed, printed or stamped name of Notary Public

My Commission Expires:

[Signature Page to Trademark and Patent Assignment Agreement]

**Appendix 1
Assigned IP**

1. Trademarks

Trademark	Country	Status	Filing No.	Registration No.	Goods and Services	Image
ARBITRATOR	United States of America	Registered	78/535316	3493854	9	ARBITRATOR
FACEPRO	United States of America	Registered	86/064454	4905550	9	FACEPRO
VideoInsight	United States of America	Registered	86/715656	4981679	9,37,42	VIDEOINSIGHT
ADVIDIA	United States of America	Registered	86/715431	4874552	9,37	advidia
MONITORCAST	United States of America	Registered	86/755632	5025406	9	MONITORCAST
UDE UNIFIED DIGITAL EVIDENCE	United States of America	Application	88/168045		42	 UNIFIED DIGITAL EVIDENCE
UNIFIED DIGITAL EVIDENCE	United States of America	Application	88/168038		42	

2. Patent Rights

Title	Country	Filing No.	Filing Date	Patent/Publication No.	Status
METHOD AND SYSTEM FOR AUTOMATED VIDEO IMAGE FOCUS CHANGE DETECTION AND CLASSIFICATION	United States of America	15/211,378	2016/7/15	US 2017-0018065 A1	Published
METHOD AND SYSTEM FOR AUTOMATED VIDEO IMAGE FOCUS CHANGE DETECTION AND CLASSIFICATION	United States of America	16/434,891	2019/6/7		Filing