

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696180

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Videomining corporation		12/10/2021	Corporation: DELAWARE
VMC ACQ., LLC		12/10/2021	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Enterprise Bank		
Street Address:	4091 MT. ROYAL BOULEVARD		
City:	ALLISON PARK		
State/Country:	PENNSYLVANIA		
Postal Code:	15101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77353606	VIDEOMINING	
Serial Number:	77311092	THE POWER TO SEE MORE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4122974659		
Email:	angela.heukeshoven@dentons.com		
Correspondent Name:	Angela heukeshoven - Dentons cohen & gri		
Address Line 1:	625 liberty avenue		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222-3152		
ATTORNEY DOCKET NUMBER:	029807.0009		
NAME OF SUBMITTER:	Angela heukeshoven		
SIGNATURE:	/Angela Heukeshoven/		
DATE SIGNED:	12/20/2021		
Total Attachments: 19			
source=Security Agreement#page1.tif			
source=Security Agreement#page2.tif			

CH \$65.00 77353606

source=Security Agreement#page3.tif
source=Security Agreement#page4.tif
source=Security Agreement#page5.tif
source=Security Agreement#page6.tif
source=Security Agreement#page7.tif
source=Security Agreement#page8.tif
source=Security Agreement#page9.tif
source=Security Agreement#page10.tif
source=Security Agreement#page11.tif
source=Security Agreement#page12.tif
source=Security Agreement#page13.tif
source=Security Agreement#page14.tif
source=Security Agreement#page15.tif
source=Security Agreement#page16.tif
source=Security Agreement#page17.tif
source=Security Agreement#page18.tif
source=Security Agreement#page19.tif

DEBT ASSUMPTION AND COMMERCIAL SECURITY AGREEMENT

THIS DEBT ASSUMPTION AND COMMERCIAL SECURITY AGREEMENT ("Agreement") is made as of this 10th day of December 2021, by and among Enterprise Bank ("Enterprise Bank or "Lender"); VideoMining Corporation (hereinafter collectively referred to as the "Borrower") and VMC ACQ., LLC ("hereinafter referred to as "VMC" or the "Assumption Borrower") and provides as follows:

WHEREAS, on or about January 12, 2017, Borrower executed and delivered in favor of Enterprise Bank a Business Loan Agreement, dated January 12, 2017 ("Loan") pursuant to which Enterprise Bank agreed to extend a term loan in the original principal amount of [REDACTED] and evidenced by the terms of a certain U.S. Small Business Administration Note (as the same has been amended, modified and supplemented from time to time the "Note"); and

WHEREAS, as security for repayment of the obligations arising under the Note, on or about January 12, 2017, Rajeev Sharma and Vishnu Sharma (hereinafter the "Guarantors") executed and delivered to Enterprise Bank a certain U.S. Small Business Administration Unconditional Guaranty pursuant to which Guarantors unconditionally guaranteed repayment to Lender all amounts due and owing under the Note ("Guaranty Agreement") ; and

WHEREAS, as security for repayment of the indebtedness arising under the Loan, Guarantors executed and delivered to Enterprise Bank a certain Open-End Mortgage and Security Agreement, dated January 12, 2017 and recorded in the Recorder's Office of Centre County, Pennsylvania on January 16, 2017 at Instrument No.: 02193-0381 ("South Allen Mortgage") pursuant to which Guarantors granted and conveyed to Enterprise Bank a mortgage lien on real estate located at 403 South Allen Street, Suite 101, State College, PA 16801 and further known as Parcel ID 36-013-315-C101 (hereinafter the "South Allen Property"); and

WHEREAS, as security for repayment of the indebtedness arising under the Loan, Guarantors executed and delivered to Enterprise Bank a certain Assignment of Rents, dated January 12, 2017 and recorded in the Recorder's Office of Centre County, Pennsylvania on January 16, 2017 at Instrument No.: 02193-0382 ("South Allen Assignment of Rents") pursuant to which Guarantors granted and conveyed to Enterprise Bank all of their right, title and interest in and to the rents from the South Allen Property; and

WHEREAS, as security for repayment of the indebtedness arising under the Loan, Guarantors executed and delivered to Enterprise Bank a certain Open-End Mortgage and Security Agreement, dated January 12, 2017 and recorded in the Recorder's Office of Centre County, Pennsylvania on January 16, 2017 at Instrument No.: 02193-0380 ("Shagbark Mortgage") pursuant to which Guarantors granted and conveyed to Enterprise Bank a mortgage lien on real estate located at 2391 Shagbark Court, State College, PA 16802 and further known as Parcel ID 24-422-045 (hereinafter the "Shagbark Property"); and

WHEREAS, as additional security for repayment of the indebtedness arising under the Loan, Borrower executed and delivered in favor of Enterprise Bank a Commercial Security Agreement ("Security Agreement") pursuant to which Borrower granted and conveyed to Enterprise Bank a security interest in and to its Inventory, Chattel Paper, Accounts, Equipment, Instruments General Intangibles and various U.S. Patents and Future Patents as more completely detailed in the Security Agreement (hereinafter collectively the "Collateral"); and

WHEREAS, Enterprise Bank perfected its security interests in and to the Collateral by filing a UCC-1 Financing Statement with the Pennsylvania Department of State, Corporations Bureau on January 11, 2017 at Instrument Number: 2017011101500 ("PA UCC") as amended by that certain UCC-3 Financing Statement, filed January 23, 2017 at Instrument Number: 2017012700787 ("Amended PA UCC"), the Delaware Department of State on January 11, 2017 at UCC Initial Filing No: 2017 0247517 ("DE UCC") and by filing Assignments of the patent interests with the United States Patent and Trademark Office ("Patent Assignments"); and

WHEREAS, on or about January 12, 2017, as additional security for repayment of the Loan, Rajeev Sharma executed and delivered to Enterprise Bank a certain Commercial Pledge Agreement pursuant to which Rajeev Sharma granted and conveyed to Enterprise Bank a security interest in and to [REDACTED] Shares of VideoMining Corporation Stock, Cusip No. 0001 ("Pledge Agreement"); and

WHEREAS, as additional security for repayment of the Loan, on or about January 12, 2017, Rajeev Sharma executed and delivered in favor of Enterprise Bank a certain Assignment of Life Insurance Policy as Collateral pursuant to which Rajeev Sharma all of his right, title and interest in and to that certain Term Life Insurance Policy Number [REDACTED] issued by Massachusetts Mutual Life Insurance Company in the amount of [REDACTED] ("Policy") to Enterprise Bank; and

WHEREAS, the Note has been amended and modified on two (2) occasions pursuant to a certain Change in Terms Agreement, dated July 27, 2018 and a certain Change in Terms Agreement, dated November 7, 2018 (hereinafter collectively the "Change in Terms Agreements"); and

WHEREAS, the Loan, Note, Guaranty Agreement, South Allen Mortgage, South Allen Assignment of Rents, Shagbark Mortgage, Security Agreement, PA UCC, Amended PA UCC, DE UCC, Patent Assignments, Pledge Agreement, Assignment of Life Insurance Policy, Change in Terms Agreements, together with any and all other documents and agreements executed in connection therewith are in hereinafter collectively referred to as the "Loan Documents"; and

WHEREAS, the amounts due and owing under the Loan are hereinafter referred to as the "Indebtedness"; and

WHEREAS, as of December 2, 2021, the amounts due and owing by Borrower under the Indebtedness was as follows:

Principal
Interest through 12/2/21
Late charges through 12/2/21
Attorney's Fees and Expenses through 11/30/21
Lien Letters and UCC-3 Filings
Total



Per diem interest of [REDACTED].

WHEREAS, on or about February 4, 2020, Borrower filed a Chapter 11 Bankruptcy in the United States Bankruptcy Court for the Western District of Pennsylvania at Case Number: 20-20425-GLT ("Bankruptcy"); and

WHEREAS, on or about September 10, 2021, the Bankruptcy Court approved the sale of substantially all of Borrower's assets to VMC ACQ., LLC¹ for the sum of [REDACTED] pursuant to a certain Asset Purchase Agreement, dated May 26, 2021, as amended on August 24, 2021 ("Asset Purchase Agreement"); and

WHEREAS, on or about November 5, 2021, then then existing investors of VMC ACQ, LLC terminated the Asset Purchase Agreement; and

WHEREAS, on or about November 23, 2021, Assumption Borrower, Lender and White Oak Business Capital, Inc. ("White Oak") executed a certain Term Sheet pursuant to which the new group of investors which make up the Assumption Borrower agreed to restructure the terms and conditions of the Asset Purchase Agreement. A true and correct copy of said Term Sheet is attached hereto, marked "Exhibit "A"" and incorporated herein by reference; and

WHEREAS, on or about November 24, 2021, Assumption Borrower, Enterprise Bank, White Oak and Borrower filed a Joint Motion to Reschedule Closing Date and Modify Asset Purchase Agreement with the Bankruptcy Court seeking approval of the restructured sale ("Joint Motion"); and

WHEREAS, the Joint Motion has been scheduled for argument before the Bankruptcy Court on December 7, 2021; and

WHEREAS, in the event the Bankruptcy Court approves the Joint Motion, Assumption Borrower and Borrower have agreed to the terms and conditions of this Agreement; and

WHEREAS, Assumption Borrower is a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania, with an address of 2120 Old Gatesburg Road, State College, PA 16803; and

¹ The original investors/members of VMCACQ., LLC are not the same current set of investors/members that make up the Assumption Borrower.

NOW, THEREFORE, the parties hereto, in consideration of Enterprise Bank's agreement to forbear from enforcing its rights and to approve the assumption of the Indebtedness, as defined below, by Assumption Borrower and intending this Agreement to be a contemporaneous exchange for new value given, the receipt and sufficiency of which are hereby acknowledged by Assumption Borrower and with the intent to be legally bound hereby, agree as follows:

1. Recitals.

The foregoing recitals are agreed-upon statements of fact by the parties hereto which require no further proof and are incorporated by reference as if fully set forth herein.

2. Definitions.

All capitalized terms used but not defined in this Agreement shall have the meaning ascribed thereto in the "Loan Documents". Any and all obligations by VideoMining Corporation as a "Borrower" in the Loan Documents shall be an obligation of Assumption Borrower under the Loan Documents.

3. Payment of the Indebtedness.

(a) In order to secure payment of the Note, and all other liabilities of Borrower to the Lender, including without limitation, those set forth in the Loan Documents, Assumption Borrower hereby irrevocably and unconditionally assumes, not as surety but as primary obligor, the obligation to make due and punctual payment of all the obligations of Borrower, whether primary, secondary, direct, contingent, sole, joint, several or joint and several, including, without limitation, the payment of principal and any interest accruing thereon, and interest on such interest, and any and all other fees and expenses now outstanding or hereafter at any time or times incurred, under the Note or under any renewals, extensions or modifications thereof (the above obligations being hereinafter referred to as "Indebtedness"). Assumption Borrower will pay to Lender, upon demand, and without limitation as aforesaid, all costs and expenses, including, without limitation, reasonable counsel fees which may be incurred by Lender in the collection or enforcement of Assumption Borrower's Indebtedness under this Agreement. Indebtedness shall not include any amounts advanced or otherwise due and owing under that certain Line of Credit issued in favor of Borrower from Enterprise Bank in the amount of [REDACTED] (as the same has been amended, modified, extended and supplemented from time to time the "Line of Credit").

(b) Effective upon the execution of this Agreement and Bankruptcy Court approval, the Indebtedness shall be repaid as follows:

- i. Assumption Borrower shall pay the sum of [REDACTED] to Lender which shall first be applied to accrued interest, late charges and attorney's fees and expenses. Thereafter, the principal amount of the Loan shall be reduced.

- ii. Commencing on February 15, 2022 and on the fifteenth day of each month thereafter in an amount equal to fifty percent (50%) of eighty (80%) of the Net Cash Flow to be applied first to accrued and unpaid interest for the prior calendar month at the rate of seven and one-half percent (7.5%) per annum and then to the outstanding principal balance. Notwithstanding anything contained herein to the contrary, regardless of the amount of Net Cash Flow in any month, the Purchaser and Rajeev shall make a minimum monthly payment in the amount of the accrued and unpaid interest for the prior calendar month. In the event fifty percent (50%) of the Net Cash Flow is not sufficient to make a payment in an amount equal to [REDACTED] (each a "Payment Shortfall"), in future months when fifty percent (50%) of the Net Cash Flow is in excess of [REDACTED] the Purchaser shall make an additional payment up to the amount of aggregate Payment Shortfalls at that time. The Loan shall mature on January 15, 2025 at which time all of the Indebtedness shall be immediately due and payable in full.
- ii. Net Cash Flow from Operations shall not include income from capital unit purchases, cash flow expenses from capital expenditures nor cash flow income from patent licensing.
- iii. Guarantors shall as soon as practical, but in no less than thirty (30) days from the date of this Agreement, list the South Allen Property for sale with a reputable agent familiar with the State College/Centre County market. All net proceeds of the South Allen Property sale shall be paid to Lender in order to reduce the Indebtedness arising under the Loan. "Net Proceeds" shall mean the gross sale price less commission, regular and customary closing costs and expenses, realty transfer taxes, real estate tax pro-rations together with payoff of the first mortgage. It is anticipated that such sale will result in approximately [REDACTED] payment to Lender at closing.
- iv. In addition, Assumption Borrower anticipates completing a contract with ICAP, a patent broker previously approved by the Bankruptcy Court for licensing of the patent portfolio. The additional net proceeds from the licensing will be paid to Lender in order to reduce the Indebtedness.
- v. Unless specifically modified herein, all other terms and conditions of the Loan Documents shall remain in full force and effect. Assumption Borrower shall have no right to request any advances under the Loan. Assumption Borrower shall be required to provide financial reporting information to Lender in the same manner as Borrower was required prior to execution of this Agreement.

4. Amount of the Indebtedness.

Assumption Borrower and Borrowers hereby acknowledge and agree that the foregoing amounts are the true and correct amounts remaining on the Indebtedness as of December 2, 2021:

Principal	
Interest through 12/2/21	
Late charges through 12/2/21	
Attorney's Fees and Expenses through 11/30/21	
Lien Letters and UCC-3 Filings	
Total	
Per diem interest of	

Together with interest at the contractual rate of 7.5% per annum, together with any accrued interest, late charges and reasonable and actually incurred attorney's fees and costs.

5. Representations and Warranties of Assumption Borrower. Assumption Borrower represents and warrants to Lender that:

(a) This Agreement has been duly executed and delivered by Assumption Borrower, and the execution, delivery and performance by Assumption Borrower of this Agreement will not violate Assumption Borrower's charter or other governing documents or any applicable provision of law or judgment, order or regulation of any court or of any public or governmental agency or authority nor conflict with or constitute a breach of or a default under any instrument to which Assumption Borrower's property is bound, and this Agreement is a valid and binding obligation of Assumption Borrower in accordance with its terms;

(b) Except as set forth in Assumption Borrower's financial statements, or as otherwise disclosed to Lender by Assumption Borrower, there is no litigation, proceeding or investigation pending or, to the knowledge of Assumption Borrower, threatened against Assumption Borrower, the adverse result of which might in any material respect affect the business properties or financial condition of Assumption Borrower or the performance by Assumption Borrower of its obligations hereunder, and Assumption Borrower is not in violation in any material respect of any statute, rule, order or regulation of any governmental body applicable to Assumption Borrower; and

(c) To the extent applicable as of the date hereof, Assumption Borrower has filed all federal, state and material local tax returns required to be filed (or has obtained valid extensions of the dates on which such returns are required to be filed) and has paid all taxes as shown on the said returns to be due.

6. Security Interests and Perfection of Security Interests.

(a) Assumption Borrower hereby grants and conveys to Lender a security interest in and to all of following collateral, whether now owned or hereafter acquired,

whether now existing or hereafter arising, and wherever located as follows: Inventory, Chattel Paper, Accounts, Equipment, Instruments General Intangibles and various U.S. Patents and Future Patents as more completely detailed in the Asset Purchase Agreement, together with any replacements of and substitutions for all or any part of the foregoing property, all records of any kind relating to any of the foregoing; all proceeds relating any of the foregoing (including insurance, general intangibles and other accounts proceeds (hereinafter referred to as the "Assumption Borrower Collateral"). Assumption Borrower hereby authorizes Lender to file UCC-1 Financing Statements and/or UCC-3 Continuances with the Pennsylvania Department of State and with the United States Patent and Trademark Office evidencing Lender's first priority security interest in and to the Assumption Borrower Collateral as well as Borrowers' assets as previously granted in the Security Agreements. Assumption Borrower and Borrowers authorize Lender to file any UCC continuances that may be required from time to time to continue Lender's perfected security interests in and to the assets of both Assumption Borrower and Borrower².

- (b) Right to Setoff. To the extent permitted by applicable law, Lender reserves the right to setoff in all of Borrower's and Assumption Borrower's accounts with Lender (whether checking, savings or some other account). This includes all accounts Borrowers and Assumption Borrower hold jointly with someone else and all accounts Borrowers and Assumption Borrower may open in the future. However, this does not include any IRA, Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Assumption Borrower and Borrowers authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Loans against any and such accounts. This right to Setoff does not extend and shall not include that certain [REDACTED] account in the name of Rajeev Sharma and Vishnu Sharma which account is held by Enterprise Bank as collateral for repayment that certain Line of Credit from Enterprise Bank to Borrower, dated March 4, 2020 ("as the same has been amended, modified and extended from time to time the "DIP Line of Credit"). Notwithstanding the foregoing, Enterprise Bank shall retain a right to setoff the [REDACTED] account as may be permitted under the DIP Line of Credit loan documents.
- (c) Until default and except as otherwise provided below with respect to accounts, Assumption Borrower may have possession of the Assumption Borrower Collateral and beneficial use of all the Assumption Borrower Collateral and may use it any lawful manner not inconsistent with this Agreement or the Loan Documents, provided that Assumption Borrower's right to possession and beneficial use shall not apply to any Assumption Borrower Collateral where possession of the Assumption Borrower Collateral by Lender is required by law to perfect Lender's security interest in such collateral. At any time and even though

² Prior to or after the execution on this Agreement, Lender shall file UCC-3 Continuation Statements to continue the PA UCC-1 and DE UCC.

no default exists under the Loan Documents, Lender may exercise its rights to collect the accounts and to notify account debtor to make payments directly to Lender for application to the Indebtedness. If Lender at any time has possession of any Assumption Borrower Collateral, whether before or after a default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Assumption Borrower Collateral if Lender takes such action for that purpose as Assumption Borrower shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Assumption Borrower shall not of itself be deemed to be a failure of exercise of reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Assumption Borrower Collateral against parties nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

- (d) In the event of default under any one of the Loan Documents, Lender may accelerate all of the Indebtedness arising under the Note and shall be entitled to immediately, assemble, take possession of, appoint a receiver and/or sell the Collateral and Assumption Borrower Collateral. In addition to the foregoing, Lender shall have the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.
- (e) As used in this Agreement, the term "default" or "Event of Default" or any reference to default shall mean either any violation of the terms or conditions of this Agreement OR an Event of Default as that term is defined in the Loan Documents.

7. General Terms and Conditions.

(a) No Waivers by Lender. No failure or delay on the part of Lender in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of Lender hereunder are cumulative and concurrent and not exclusive of any other rights or remedies Lender may have.

(b) No Right of Subrogation. Assumption Borrower acknowledges that repayment of its Indebtedness is a primary obligation and that it has no right to indemnification or contribution from, or subrogation against, Borrowers or any other person, with respect to any amounts paid or payable by it hereunder.

8. Confession of Judgment.

The Assumption Borrower and the Borrowers agree and acknowledge that the confession of judgment clauses contained in the Loan Documents remain in full force and effect, and the Assumption Borrower without limiting the confession of judgment clauses contained in the Loan Documents, agrees, authorizes and empowers the confession of judgment clauses in this Agreement.

9. CONFESSION OF JUDGMENT WITH RESPECT TO THE LOAN BY THE ASSUMPTION BORROWER.

ASSUMPTION BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR THE ASSUMPTION BORROWER, AFTER A DEFAULT UNDER THIS AGREEMENT, THE NOTE OR ANY OF THE OTHER LOAN DOCUMENTS AND WITH OR WITHOUT COMPLAINT FILED, CONFESS OR ENTER JUDGMENT AGAINST ASSUMPTION BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THE NOTE AND ALL ACCRUED INTEREST, LATE CHARGES AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY ENTERPRISE BANK RELATING TO ANY COLLATERAL SECURING THIS AGREEMENT OR THE LOAN DOCUMENTS, TOGETHER WITH COSTS OF SUIT AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500), ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS AGREEMENT OR A COPY OF THIS AGREEMENT VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS AGREEMENT TO CONFESS JUDGMENT AGAINST ASSUMPTION BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THE NOTE. ASSUMPTION BORROWER HEREBY WAIVES ANY RIGHT ASSUMPTION BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT AND STATES THAT EITHER A REPRESENTATIVE OF ENTERPRISE BANK SPECIFICALLY CALLED THIS CONFESSION OF JUDGMENT PROVISION TO ASSUMPTION BORROWER'S ATTENTION OR ASSUMPTION BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL.

Initials ~~FS~~ VMC ACQ., LLC

10. DISCLOSURE OF CONFESSION OF JUDGMENT/ACTION UPON CONFESSED JUDGMENT TO ASSUMPTION BORROWER.

(a) ASSUMPTION BORROWER UNDERSTANDS THAT THIS AGREEMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION THAT WOULD PERMIT ENTERPRISE BANK TO ENTER JUDGMENT AGAINST ASSUMPTION BORROWER IN COURT, AFTER A DEFAULT UNDER THIS AGREEMENT, THE NOTE OR ANY OTHER LOAN DOCUMENTS, WITHOUT ADVANCE NOTICE TO ASSUMPTION BORROWER AND WITHOUT OFFERING ASSUMPTION BORROWER AN OPPORTUNITY TO DEFEND AGAINST THE ENTRY OF JUDGMENT. IN EXECUTING THIS AGREEMENT, BEING FULLY AWARE OF HIS/HER/ITS RIGHTS TO ADVANCE NOTICE AND TO A HEARING TO CONTEST THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT ENTERPRISE BANK MAY ASSERT AGAINST ASSUMPTION BORROWER UNDER THIS AGREEMENT, ASSUMPTION BORROWER IS KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVING THESE RIGHTS, INCLUDING ANY RIGHT TO ADVANCE NOTICE OF THE ENTRY OF JUDGMENT, AND ASSUMPTION BORROWER EXPRESSLY AGREES AND CONSENTS TO ENTERPRISE BANK'S ENTERING JUDGMENT AGAINST ASSUMPTION BORROWER BY CONFESSION AS PROVIDED FOR IN THE CONFESSION OF JUDGMENT PROVISION OF THIS AGREEMENT.

Initials FSH VMC ACQ., LLC

(b) ASSUMPTION BORROWER FURTHER UNDERSTANDS THAT IN ADDITION TO GIVING ENTERPRISE BANK THE RIGHT TO ENTER JUDGMENT AGAINST ASSUMPTION BORROWER WITHOUT ADVANCE NOTICE OR A HEARING, THE CONFESSION OF JUDGMENT PROVISION IN THIS AGREEMENT ALSO CONTAINS LANGUAGE THAT WOULD PERMIT ENTERPRISE BANK, AFTER ENTRY OF JUDGMENT, AGAIN WITHOUT EITHER ADVANCE NOTICE OR A HEARING, TO EXECUTE ON THE JUDGMENT BY FORECLOSING UPON, ATTACHING, LEVYING ON, TAKING POSSESSION OF OR OTHERWISE SEIZING ASSUMPTION BORROWER'S PROPERTY, IN FULL OR PARTIAL PAYMENT OF THE JUDGMENT. IN EXECUTING THIS AGREEMENT, BEING FULLY AWARE OF HIS/HER/ITS RIGHTS TO ADVANCE NOTICE AND A HEARING AFTER JUDGMENT IS ENTERED AND BEFORE EXECUTION ON THE JUDGMENT, ASSUMPTION BORROWER IS KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVING THESE RIGHTS, AND OBLIGOR EXPRESSLY AGREES AND CONSENTS TO ENTERPRISE BANK'S IMMEDIATELY EXECUTING ON THE JUDGMENT, IN ANY MANNER PERMITTED BY APPLICABLE STATE AND FEDERAL LAW, WITHOUT GIVING ASSUMPTION BORROWER ANY ADVANCE NOTICE.

Initials FSH VMC ACQ., LLC

(c) AFTER HAVING READ AND DETERMINED WHICH OF THE FOLLOWING STATEMENTS ARE APPLICABLE, AND BY PLACING OUR INITIALS

NEXT TO EACH STATEMENT THAT APPLIES, ASSUMPTION BORROWER REPRESENTS THAT:

ash 1. I/We were represented by our own legal counsel in connection with this Agreement.

ash 2. A representative of Enterprise Bank specifically called the confession of judgment provision in this Agreement to our attention.

Initials ash VMC ACQ., LLC

(d) I FURTHER CERTIFY THAT ASSUMPTION BORROWER'S ANNUAL INCOME EXCEEDS \$10,000.00, THAT THE INDEBTEDNESS WHICH IS THE SUBJECT OF THIS AGREEMENT IS AND WAS FOR A BUSINESS PURPOSE AND THAT I/WE RECEIVED A COPY OF THIS ENTIRE AGREEMENT, WHICH WAS FULLY COMPLETED, INCLUDING THESE DISCLOSURES, ACKNOWLEDGMENTS AND WAIVERS, AT THE TIME OF ITS EXECUTION.

Initials ash VMC ACQ., LLC

11. CONFESSION OF JUDGMENT WITH RESPECT TO THE LOAN BY THE BORROWER.

BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR THE BORROWER, AFTER A DEFAULT UNDER THIS AGREEMENT AND WITH OR WITHOUT COMPLAINT FILED, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS AGREEMENT AND ALL ACCRUED INTEREST, LATE CHARGES AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY ENTERPRISE BANK RELATING TO ANY COLLATERAL SECURING THIS AGREEMENT, TOGETHER WITH COSTS OF SUIT AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500), ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS AGREEMENT OR A COPY OF THIS AGREEMENT VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS AGREEMENT TO CONFESS JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS AGREEMENT. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT AND STATES THAT EITHER A REPRESENTATIVE

OF ENTERPRISE BANK SPECIFICALLY CALLED THIS CONFESSION OF JUDGMENT PROVISION TO BORROWER'S ATTENTION OR BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL.

INITIALS: Fsh VideoMining Corporation

12. DISCLOSURE OF CONFESSION OF JUDGMENT/ACTION UPON CONFESSED JUDGMENT TO BORROWER.

(a) BORROWER UNDERSTANDS THAT THIS AGREEMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION THAT WOULD PERMIT ENTERPRISE BANK TO ENTER JUDGMENT AGAINST BORROWER IN COURT, AFTER A DEFAULT UNDER THIS AGREEMENT, WITHOUT ADVANCE NOTICE TO BORROWER AND WITHOUT OFFERING BORROWER AN OPPORTUNITY TO DEFEND AGAINST THE ENTRY OF JUDGMENT. IN EXECUTING THIS AGREEMENT, BEING FULLY AWARE OF HIS/HER/ITS RIGHTS TO ADVANCE NOTICE AND TO A HEARING TO CONTEST THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT ENTERPRISE BANK MAY ASSERT AGAINST BORROWER UNDER THIS AGREEMENT, BORROWER IS KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVING THESE RIGHTS, INCLUDING ANY RIGHT TO ADVANCE NOTICE OF THE ENTRY OF JUDGMENT, AND BORROWER EXPRESSLY AGREES AND CONSENTS TO ENTERPRISE BANK'S ENTERING JUDGMENT AGAINST BORROWER BY CONFESSION AS PROVIDED FOR IN THE CONFESSION OF JUDGMENT PROVISION OF THIS AGREEMENT.

(b) BORROWER FURTHER UNDERSTANDS THAT IN ADDITION TO GIVING ENTERPRISE BANK THE RIGHT TO ENTER JUDGMENT AGAINST BORROWER WITHOUT ADVANCE NOTICE OR A HEARING, THE CONFESSION OF JUDGMENT PROVISION IN THIS AGREEMENT ALSO CONTAINS LANGUAGE THAT WOULD PERMIT ENTERPRISE BANK, AFTER ENTRY OF JUDGMENT, AGAIN WITHOUT EITHER ADVANCE NOTICE OR A HEARING, TO EXECUTE ON THE JUDGMENT BY FORECLOSING UPON, ATTACHING, LEVYING ON, TAKING POSSESSION OF OR OTHERWISE SEIZING BORROWERS'S PROPERTY, IN FULL OR PARTIAL PAYMENT OF THE JUDGMENT. IN EXECUTING THIS AGREEMENT, BEING FULLY AWARE OF HIS/HER/ITS RIGHTS TO ADVANCE NOTICE AND A HEARING AFTER JUDGMENT IS ENTERED AND BEFORE EXECUTION ON THE JUDGMENT, BORROWER IS KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVING THESE RIGHTS, AND BORROWER EXPRESSLY AGREES AND CONSENTS TO ENTERPRISE BANK'S IMMEDIATELY EXECUTING ON THE JUDGMENT, IN ANY MANNER PERMITTED BY APPLICABLE STATE AND FEDERAL LAW, WITHOUT GIVING BORROWER ANY ADVANCE NOTICE.

INITIALS: Fsh VideoMining Corporation

(c) AFTER HAVING READ AND DETERMINED WHICH OF THE FOLLOWING STATEMENTS ARE APPLICABLE, AND BY PLACING MY INITIALS NEXT TO EACH STATEMENT THAT APPLIES, **BORROWER** REPRESENTS THAT:

INITIALS:

- FSH 1. It was represented by my own legal counsel in connection with this Agreement.
- FSH 2. A representative of Enterprise Bank specifically called the confession of judgment provision in this Agreement to its attention.

(d) I FURTHER CERTIFY THAT MY ANNUAL INCOME EXCEEDS \$10,000.00, THAT THE INDEBTEDNESS WHICH IS THE SUBJECT OF THIS AGREEMENT IS AND WAS FOR A BUSINESS PURPOSE AND THAT I RECEIVED A COPY OF THIS ENTIRE AGREEMENT, WHICH WAS FULLY COMPLETED, INCLUDING THESE DISCLOSURES, ACKNOWLEDGMENTS AND WAIVERS, AT THE TIME OF ITS EXECUTION.

INITIALS: FSH VideoMining Corporation

13. Miscellaneous.
- (a) Survival of Agreement.

This Agreement shall be binding upon Assumption Borrower and its successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Assumption Borrower shall not assign this Agreement without written permission from Lender and any purported assignment of this Agreement by Assumption Borrower without Lender's written permission is voidable at the discretion of Lender.

- (b) Integration Clause.

Assumption Borrower and Borrower acknowledge that there are no other agreements or representations, either oral or written, expressed or implied, not embodied in this Agreement and the Loan Documents which together, represent a complete integration of all prior and contemporaneous agreements and understandings of the Assumption Borrower, Borrower, and Enterprise Bank. Assumption Borrower agrees acknowledges that certain stipulated orders entered in the Bankruptcy Court also relate to the Loan Documents and continue in full force and effect. **The Assumption Borrower and Borrowers hereby acknowledge and agree that the Loan Documents are in full force and effect and the provisions of the Loan Documents are hereby ratified and confirmed, specifically the Borrowers acknowledge that the Borrowers' Indebtedness and obligations under the various Loan Agreements remain in full force and effect.** This Agreement may not be amended except by a writing executed by all parties thereto.

INITIALS: FSH VideoMining Corporation

INITIALS: FSH VMC ACQ., LLC

- (c) Enforceability.

If any provision hereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

(d) Further Assurances.

The Assumption Borrower and Borrowers will from time to time, make, exercise and acknowledge, as requested by Enterprise Bank from time to time, such further agreements, certificates, documents, instruments, acts, deeds, conveyances, mortgages, security agreements, financing statements, continuation statements and other assurances as may be required or requested for the purpose of effectuating the intent hereof and of the Loan Documents.

(e) Governing Law; Jurisdiction; Waiver of Jury Trial.

The provisions of this Agreement, documents referred to herein and any document existing between the parties hereto shall be construed according to the laws of the Commonwealth of Pennsylvania. Assumption Borrower and Borrower hereby consent to service of process, and to be sued, in the Commonwealth of Pennsylvania and consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania and the United States District Court for the Western District of Pennsylvania, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations and Indebtedness hereunder, and expressly waives any and all objections it may have as to venue in any such courts. Assumption Borrower and Borrower further agree that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail or as otherwise provided under the laws of the Commonwealth of Pennsylvania. Assumption Borrower and Borrowers and Lender irrevocably waive all rights to a trial by jury in any proceeding hereafter instituted by or against Assumption Borrower, Borrower or Lender in respect of this Agreement.

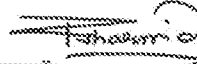
(f) Headings. The paragraph headings used herein are for convenience only and do not affect or modify the terms and conditions hereof.

(g) Severability. If any provision hereof is found by a court of competent jurisdiction to be prohibited or unenforceable, it shall be ineffective only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable, nor invalidate the other provisions hereof, all of which shall be liberally construed in favor of Lender in order to effect the provisions hereof.

IN WITNESS WHEREOF, the undersigned have executed the foregoing document as of the date first above written.

Witness/Attest

VMC ACQ., LLC

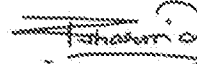


Name: Rajeev Sharma

Title: President

Witness/Attest

VideoMining Corporation

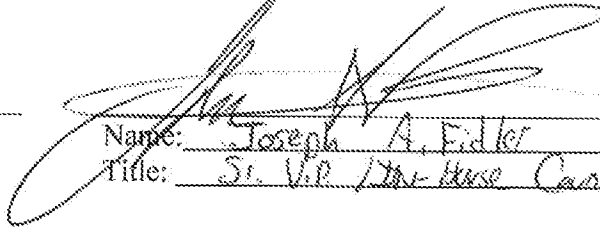


Name: Rajeev Sharma

Title: President

Witness/Attest

Enterprise Bank



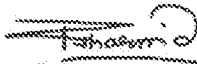
Name: Joseph A. Fidler

Title: Sr. V.P. / Director Counsel

Rajeev Sharma and Vishnu Sharma, Guarantors of the of the obligations and Indebtedness arising under the Note hereby acknowledge, agree and consent to the terms and conditions of this Agreement. Guarantors further acknowledge and agree that nothing contained in this Agreement shall be construed as a waiver or release or otherwise modify the terms of the Guaranty Agreement or any collateral granted by Guarantors as security for the Loan. The terms and conditions of the Guaranty Agreement and security documents executed by Guarantors shall remain in full force and effect until the obligations have been fully performed and the Indebtedness has been paid in full.

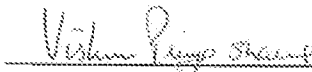
Witness/Attest

Rajeev Sharma



Witness/Attest

Vishnu Sharma



SCHEDULE 2.1(e)

(Intellectual Property)

I. 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

u/810,554

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

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.

TRADEMARK