

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CERNIUM CORPORATION		04/15/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CHECKVIDEO LLC		
Street Address:	6402 ARLINGTON BLVD		
City:	FALLS CHURCH		
State/Country:	VIRGINIA		
Postal Code:	22042		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3640919	ARCHERFISH	
Registration Number:	3829555	ARCHERFISH QUATTRO	
Registration Number:	3836155	ARCHERFISH SOLO	
Registration Number:	3946120	CAMERADERIE	
Registration Number:	2841217	CERNIUM	
Registration Number:	3420370	CHECKVIDEO	
Registration Number:	2290537	EXITSENTRY	
Registration Number:	3946121	EYE THINK	
Registration Number:	3905529		
Registration Number:	3905530		
Registration Number:	2863225	PERCEPTRAK	
Registration Number:	3641034	REALNUMBER	
CORRESPONDENCE DATA			

OP \$315.00 3640919

Fax Number: 7147558290

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	043348-0003
NAME OF SUBMITTER:	KRISTIN J AZCONA
Signature:	/kja/
Date:	05/08/2013

**Total Attachments: 15**

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## BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Bill of Sale") is entered into and effective as of April 15, 2013, by and among Cernium Corporation, a Delaware corporation ("Seller") and CheckVideo LLC, a Delaware limited liability company ("Buyer"). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement.

WHEREAS, Buyer and Seller are parties to an Asset Purchase Agreement, dated April 15, 2013, (the "Purchase Agreement") by and among Buyer, Seller, CV Plan B, Inc., a Virginia corporation, John Estrada, Chris Brown and Raymond Sterrett; and

WHEREAS, the execution and delivery of this Bill of Sale is contemplated by Section 2.5(a)(i) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, the parties hereby agree as follows:

1. Sale of Purchased Assets. For true and lawful consideration paid to it by Buyer, the sufficiency of which is hereby acknowledged, effective as of the Closing, Seller hereby sells, assigns, transfers, conveys, grants, contributes and delivers to Buyer all right, title and interest in and to the Assets on the terms set forth in the Purchase Agreement. Seller expressly does not sell, assign, transfer, convey, grant, contribute or deliver any Liability that is an Excluded Liability.

2. Acceptance and Assumption. As of the Closing, Buyer hereby accepts the foregoing sale and assignment of the Assets and Buyer hereby assumes and agrees to pay, perform and discharge the Liabilities set forth on Schedule 2.3 to the Purchase Agreement, to the extent described therein and on the terms set forth in the Purchase Agreement. Buyer does not hereby assume or agree to assume, pay, perform or discharge, and shall have no responsibility with respect to, any other Liability, including any Excluded Liability.

3. Conflict with the Purchase Agreement. The sale, assignment, transfer, conveyance and delivery of the Assets made hereunder are made in accordance with and subject to the Purchase Agreement (including, without limitation, the representations, warranties, covenants, agreements and indemnities contained therein). In the event of a conflict between the terms and conditions of this Bill of Sale and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Bill of Sale, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.

4. Notices. Any notice, request or other document to be given hereunder to any party shall be given in the manner specified in Section 8.1 of the Purchase Agreement.

5. Severability; Specific Enforcement. If any provision of this Bill of Sale or the application of any provision hereof to any circumstances is held invalid, unenforceable, or otherwise illegal, the remainder of the Bill of Sale and the application of such provision to other

circumstances shall not be affected, and the provisions so held to be invalid, unenforceable, or otherwise illegal shall be reformed to the extent (and only to the extent) necessary to make it enforceable, valid and legal. Upon any such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Bill of Sale so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible. Each party acknowledges and agrees that the other party may be damaged irreparably in the event that any of the provisions of this Bill of Sale are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each party agrees that (A) the other party may be entitled, in addition to other rights or remedies existing in its favor, to injunctive or other relief to prevent breaches of the provisions of this Bill of Sale and to enforce specifically this Bill of Sale and the terms and provisions hereof, in each case without the requirement of posting a bond or proving actual damages (which requirements the other party shall waive) and (B) each party hereby agrees that such party shall not, in connection with any action brought to specifically enforce a party's rights or obligations under this Bill of Sale, assert, plead or argue that such remedy is unavailable, or otherwise oppose the imposition of such a remedy, on the grounds that money damages are an adequate remedy for the alleged breach of this Bill of Sale.

6. Amendments. No amendment, supplement or modification of this Bill of Sale shall be effective unless in writing signed by all of the parties.

7. Counterparts; Facsimiles. This Bill of Sale may be executed and delivered in one or more counterparts, and by the different parties in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same Bill of Sale. Exchange and delivery of this Bill of Sale by exchange of facsimile copies or other electronic copies bearing the signature of a party shall constitute a valid and binding execution and delivery of this Bill of Sale by such party. Such facsimile or other electronic copies shall constitute legally enforceable original documents.

8. Governing Law; Forum Selection. This Bill of Sale and all disputes arising out of or relating hereto shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed entirely with the State of Delaware, without giving effect to any laws or principles of conflicts of laws that would cause the laws of any other jurisdiction to apply. Each of the parties hereto (i) consents to submit itself to the personal jurisdiction and venue of the Circuit Court of Fairfax County for the Commonwealth of Virginia (or, in the case of any claim as to which the federal courts have exclusive subject matter jurisdiction, the federal court of the United States of America sitting in the County of Fairfax, Commonwealth of Virginia) with respect to any suit relating to or arising out of this Bill of Sale or any of the transactions contemplated hereby, (ii) agrees that it will not attempt to defeat or deny such personal jurisdiction or venue by motion or otherwise, (iii) agrees that it will not bring any such suit in any court other than the Circuit Court of Fairfax County for the Commonwealth of Virginia (or the federal court of the United States of America sitting in the County of Fairfax, Commonwealth of Virginia), (iv) irrevocably agrees that any such suit (whether at law, in equity, in contract, in tort or otherwise) shall be heard and determined exclusively in the Circuit Court of Fairfax County for the Commonwealth of Virginia (or the federal court of the United States of America sitting in the County of Fairfax, Commonwealth of

Virginia) and (v) agrees to service of process in any such action in any manner prescribed by the laws of the Commonwealth of Virginia.

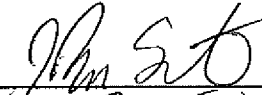
9. No Third Party Beneficiaries. This Bill of Sale shall be binding upon and inure solely to the benefit of the parties and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Bill of Sale.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be duly executed as of the day and year first above written.

**SELLER**

Cernium Corporation

By:   
Name: John Cotrache  
Title: CEO

**BUYER**

CheckVideo LLC

By: Kastle Systems International LLC,  
its managing member

By: \_\_\_\_\_  
Name: Piyush Sodha  
Title: CEO

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be duly executed as of the day and year first above written.

**SELLER**

Cernium Corporation

By: \_\_\_\_\_

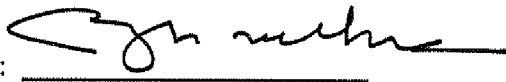
Name:

Title:

**BUYER**

CheckVideo LLC

By: Kastle Systems International LLC,  
its managing member

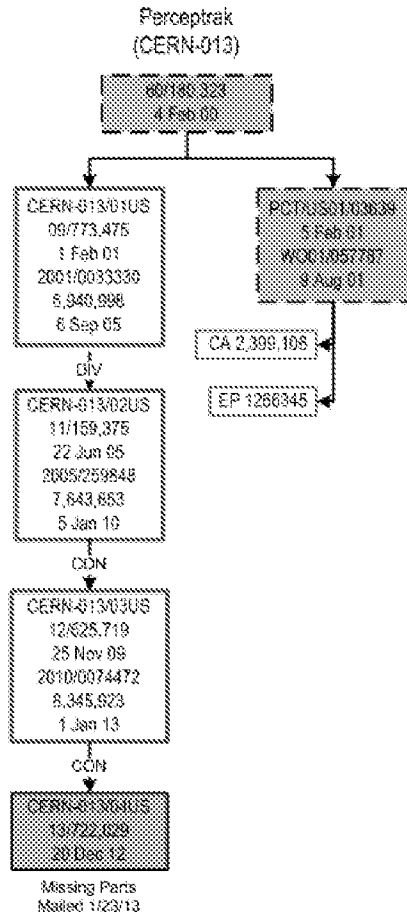
By:  \_\_\_\_\_

Name: Piyush Sodha

Title: CEO

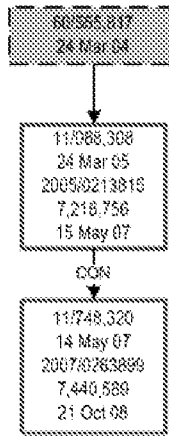
Registered IP

Patents

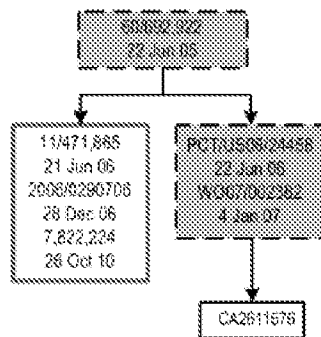


Cernium Patent Portfolio Engine Cases

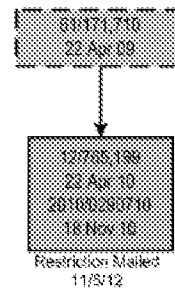
Segmentation Gain (CERN-015)



Summary Elements (CERN-018)



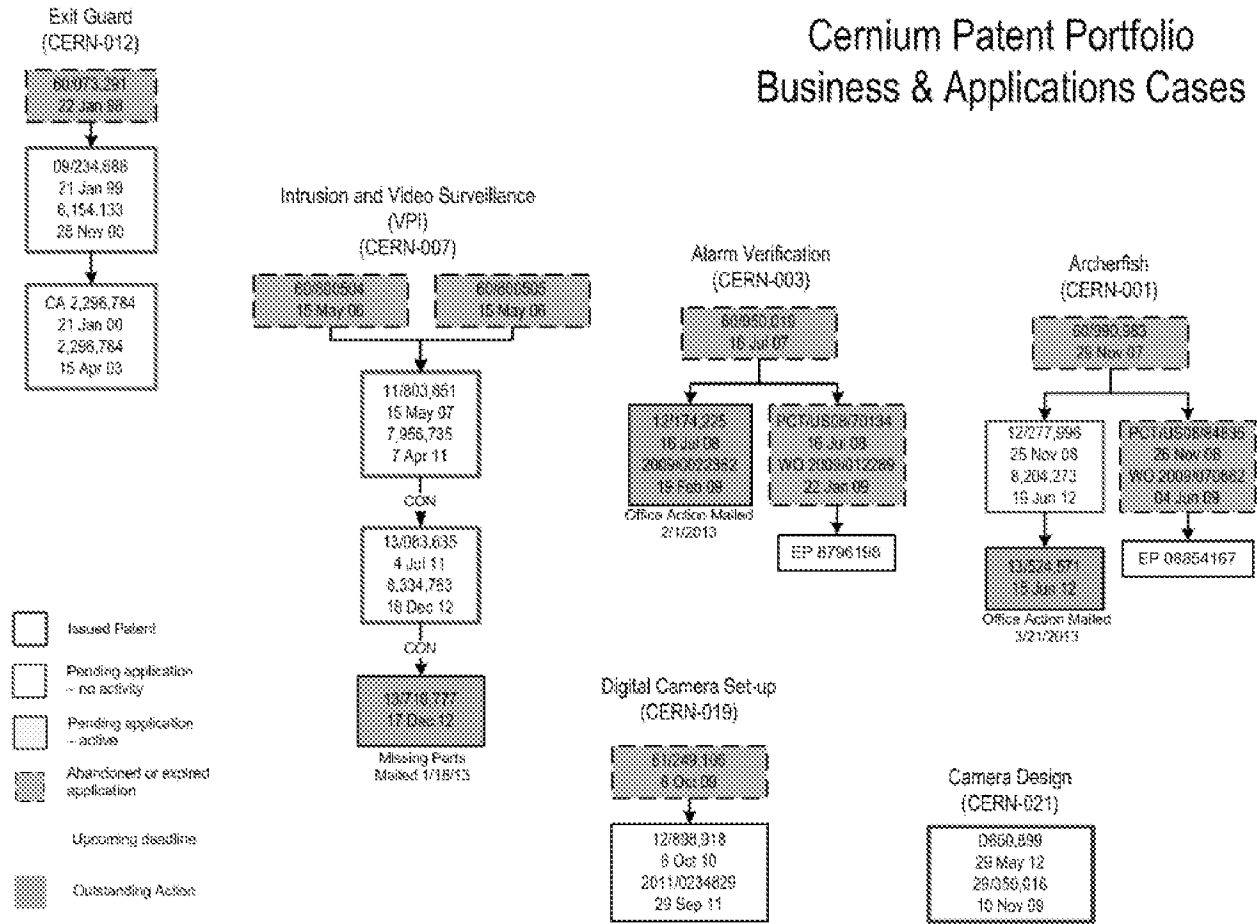
Motion Detection (CERN-009)



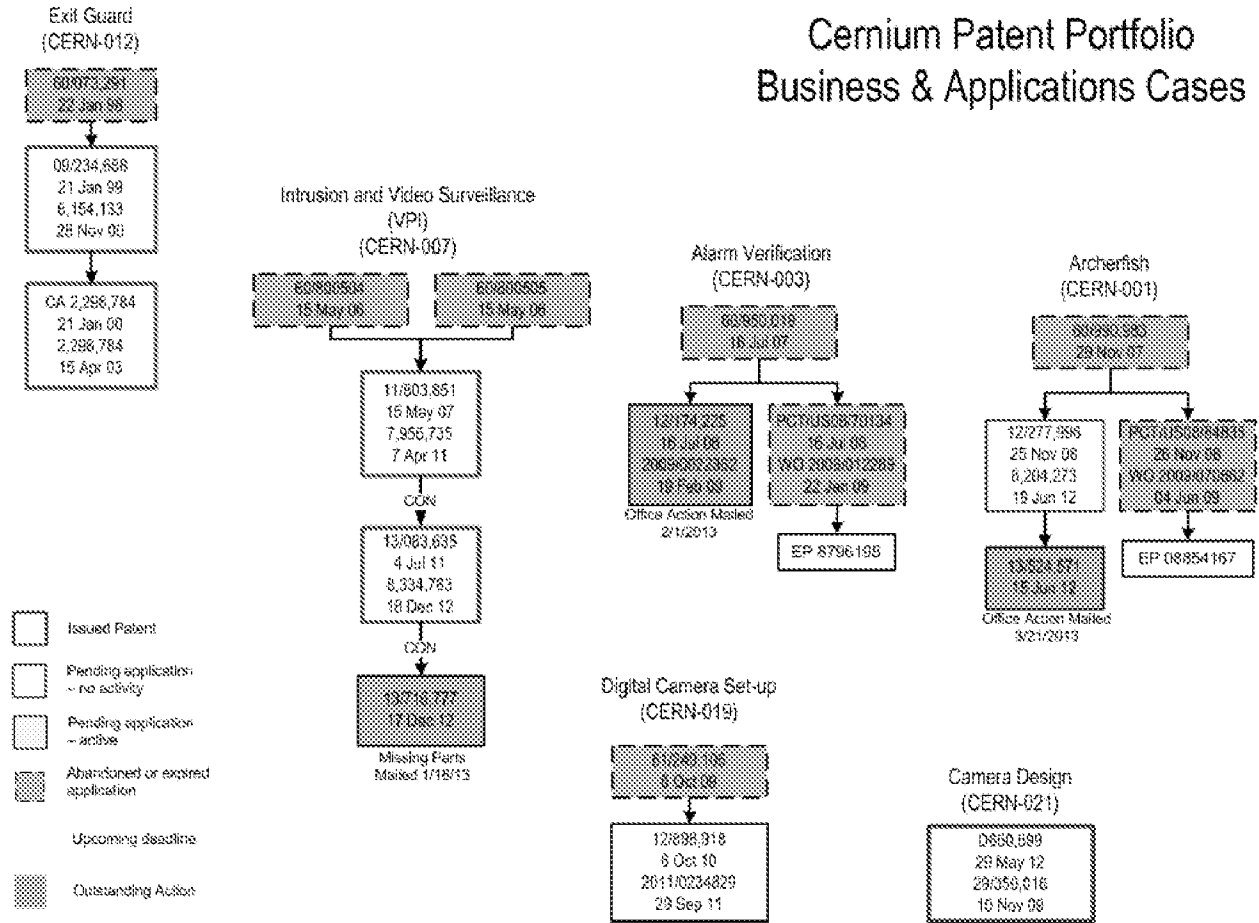
- Issued Patent
- Pending application -- no activity
- Pending application -- active
- Abandoned or expired application
- Upcoming deadline
- Outstanding Action



# Cernium Patent Portfolio Business & Applications Cases



# Cernium Patent Portfolio Business & Applications Cases



Except as specifically listed, Seller has not filed for, not paid any maintenance or other fees necessary to retain any rights in Registered Intellectual Property in any foreign jurisdictions.





MARK / COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY & CURRENT STATUS	NEXT ACTION DUE
ARCHERFISH QUATTRO  <i>United States</i>	Registration No. 3,829,555	<p>Class 9: video surveillance monitoring and security systems comprised of computer hardware and firmware, computer software, cameras, encoders, and power cords and cables</p> <p>Class 42: providing Internet services, namely, a web portal that allows users to configure and manage video surveillance monitoring and security systems, and to upload and store video content and metadata</p> <p>Class 45: surveillance and security services, namely, providing electronic alerts notifying of a changed status or condition of a sensing device via telecommunications networks and the Internet</p>	Filed 9/16/09 Registered 8/3/10 First use: 3/2009 (Cl. 9) 5/2009 (Cls. 42, 45)	Declaration of Use due 8/3/16  Renew registration by 8/3/20

MARK / COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY & CURRENT STATUS	NEXT ACTION DUE
ARCHERFISH SOLO  <i>United States</i>	Registration No.  3,836,155	Class 9: video surveillance monitoring and security systems comprised of computer hardware and firmware, computer software, cameras, encoders, and power cords and cables; video surveillance cameras  Class 42: providing Internet services, namely, a web portal that allows users to configure and manage video surveillance monitoring and security systems, and to upload and store video content and metadata  Class 45: surveillance and security services, namely, providing electronic alerts notifying of a changed status or condition of a sensing device via telecommunications networks and the Internet	Filed 9/16/09  Registered 8/17/10  First use:  5/2010 (Cl. 9)  6/4/10 (Cls. 42, 45)	Declaration of Use due 8/17/16  Renew registration by 8/17/20
CAMERADERIE  <i>United States</i>	Registration No.  3,946,120	Class 42: providing Internet services, namely, a web portal that allows users to configure and manage video surveillance monitoring and security systems, and to upload and store video content and metadata  Class 45: surveillance and security services, namely, providing electronic alerts notifying of a changed status or condition of a sensing device via telecommunications networks and the Internet	Filed 4/20/10 (intent-to-use)  Registered 4/12/11  First Use: 9/2010	Declaration of Use due 4/12/17  Renew registration by 4/12/21

MARK / COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY & CURRENT STATUS	NEXT ACTION DUE
CERNIUM  <i>United States</i>	Registration No.  2,841,217	Class 9: computer software and combined computer hardware and software for use in performing perceptual analysis of images of people and other movable objects	Filed 9/6/02  Registered 5/11/04  First Use: 9/30/02  §8/15 Declaration of Use accepted	Renew registration by 5/11/14
CHECKVIDEO  <i>United States</i>	Registration No.  3,420,370	Class 9: video processors; computer software for use in the operation and maintenance of video surveillance cameras	Filed 3/17/06  Registered 4/29/08  First Use: 6/30/06	Declaration of Use due 4/29/14  Renew registration by 4/29/18

MARK / COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY & CURRENT STATUS	NEXT ACTION DUE
EXITSENTRY  <i>United States</i>	Registration No.  2,290,537	Class 9: personal security alarms	Filed 1/27/98  Registered 11/2/99  First Use: 4/1998  §8/15 Declaration accepted; Renewal application filed 9/10/09 and accepted	Next renewal due 11/2/19
EYE THINK  <i>United States</i>	Registration No.  3,946,121	Class 42: providing Internet services, namely, a web portal that allows users to configure and manage video surveillance monitoring and security systems, and to upload and store video content and metadata  Class 45: surveillance and security services, namely, providing electronic alerts notifying of a changed status or condition of a sensing device via telecommunications networks and the Internet	Filed 4/20/10 (intent- to-use)  Registered 4/12/11  First Use: 6/2010	Declaration of Use due 4/12/17  Renew registration by 4/12/21

MARK / COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY & CURRENT STATUS	NEXT ACTION DUE
JET DESIGN   <i>United States</i>	Registration No. 3,905,529	Class 9: video surveillance monitoring and security systems comprised of computer hardware and firmware, computer software, cameras, encoders, and power cords and cables	Filed 11/19/09 Registered 1/11/11 First use: 3/2009	Declaration of Use due 1/11/17  Renew registration by 1/11/21
JET DESIGN   <i>United States</i>	Registration No. 3,905,530	Class 42: providing internet services, namely a web portal that allows users to configure and manage video surveillance monitoring and security systems, and to upload and store video content and metadata	Filed 11/19/09 Registered 1/11/11 First use: 5/2009	Declaration of Use due 1/11/17  Renew registration by 1/11/21
PERCEPTRAK  <i>United States</i>	Registration No. 2,863,225	Class 9: video surveillance security systems, comprised of computers; video processing equipment, namely a series of video cameras, a computer, and computer operating software; computer monitors and a centralized command center, comprised of a monitor, computer and a control panel	Filed 12/10/01 Registered 7/13/04 First Use: 7/2002 §8/15 Declaration of Use accepted	Renew registration by 7/13/14



MARK / COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY & CURRENT STATUS	NEXT ACTION DUE
REALNUMBER   <i>United States</i>	Registration No.  3,641,034	Class 9: computer software for analyzing images and data captured by video cameras	Filed 6/16/09  Registered 6/16/09  First use: 10/2008	Declaration of Use due 6/16/15  Renew registration by 6/16/19