

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563181

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIOVISION TECHNOLOGIES INCORPORATED		01/14/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	200 BAY STREET, SUITE 2210, SOUTH TOWER, ROYAL BANK PLAZA, PO BOX 61		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2J2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87459294	MIOVISION SCOUT	
Serial Number:	87780141	SMART CITIES START HERE	
Registration Number:	5635589	MIOVISION SPECTRUM	
Registration Number:	5271534	MIOVISION	
CORRESPONDENCE DATA			
Fax Number:	4168657048		
<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:	4168657152		
Email:	sharon.groom@mcmillan.ca		
Correspondent Name:	McMillan LLP		
Address Line 1:	181 Bay Street, Suite 4400		
Address Line 4:	Toronto, CANADA M5J 2T3		
NAME OF SUBMITTER:	Sharon Groom		
SIGNATURE:	/SEG/		
DATE SIGNED:	02/21/2020		
Total Attachments: 8			
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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement is entered into as of January 14, 2020 (as the same may from time to time be amended, restated, modified or supplemented, this “**Agreement**”) by and between **MIOVISION TECHNOLOGIES INCORPORATED**, a company organized under laws of Ontario (“**Grantor**”) and **COMERICA BANK**, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) (“**Bank**”). This Agreement amends and restates that certain Intellectual Property Security Agreement dated January 27, 2015 between Grantor and Bank.

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Amended and Restated Loan Agreement by and among Bank, Grantor and Miovision Technologies LLC made as of the date hereof (as the same may from time to time be amended, restated, modified or supplemented, the “**Loan Agreement**”).

B. Pursuant to the terms of that certain Security Agreement dated as of January 27, 2015 executed by Grantor in favor of Bank (as may be amended, restated, replaced or supplemented from time to time, the “**Security Agreement**”), Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Grantor’s intellectual property to secure the Obligations. All terms used without definition in this Agreement shall have the meaning assigned to them in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (as defined in the Loan Agreement) (including without limitation those Copyrights, Patents and Trademarks (as such terms are defined in the Loan Agreement) listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Security Agreement and any of the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or the Security Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement, the Security Agreement or any of the other related documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

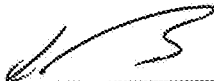
Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with the United States Patent and Trademark Office, the United States Copyright Office and /or Canadian Intellectual Property Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

MIOVISION TECHNOLOGIES INCORPORATED

By: 
Name: Curtis McBride
Title: President

BANK:

COMERICA BANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

MIOVISION TECHNOLOGIES INCORPORATED

By: _____
Name: _____
Title: _____

BANK:

COMERICA BANK

By: [Signature]
Name: OMER AHMED
Title: VP

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

MIOVISION TECHNOLOGIES INCORPORATED

By: _____

Name: _____

Title: _____

BANK:

COMERICA BANK

By: _____

Name: _____

Title: _____

EXHIBIT A

Copyrights

Nil.

EXHIBIT B**Patents****CANADIAN PATENTS**

Applicant	Owner	Patent	Application/ Registration No.
MIOVISION TECHNOLOGIES INCORPORATED	MIOVISION TECHNOLOGIES INCORPORATED	SYSTEM AND METHOD FOR MODELING AND OPTIMIZING THE PERFORMANCE OF TRANSPORTATION NETWORKS	2824337
MIOVISION TECHNOLOGIES INCORPORATED	MIOVISION TECHNOLOGIES INCORPORATED	SYSTEM AND METHOD FOR DETECTING AND TRACKING OBJECTS	2995866
MIOVISION TECHNOLOGIES INCORPORATED	MIOVISION TECHNOLOGIES INCORPORATED	SYSTEM AND METHOD FOR CONNECTING TRAFFIC INTERSECTIONS	2978973
MIOVISION TECHNOLOGIES INCORPORATED	MIOVISION TECHNOLOGIES INCORPORATED	SYSTEM AND METHOD FOR COMPRESSING VIDEO DATA	2967495
MIOVISION TECHNOLOGIES INCORPORATED	MIOVISION TECHNOLOGIES INCORPORATED	MACHINE LEARNING PLATFORM FOR PERFORMING LARGE SCALE DATA ANALYTICS	2952576
MIOVISION TECHNOLOGIES INCORPORATED	MIOVISION TECHNOLOGIES INCORPORATED	METHOD AND SYSTEM FOR ANALYZING MULTIMEDIA CONTENT	2722300

UNITED STATES PATENTS

Assignee	Description	Status	Application/ Registration No.
MIOVISION TECHNOLOGIES INCORPORATED	SYSTEM AND METHOD FOR DETECTING AND TRACKING OBJECTS	Patented Case	10,108,863
MIOVISION TECHNOLOGIES INCORPORATED	SYSTEM AND METHOD FOR CONNECTING TRAFFIC INTERSECTIONS	Patented Case	9,836,969
MIOVISION TECHNOLOGIES INCORPORATED	SYSTEM AND METHOD FOR MODELING AND OPTIMIZING THE PERFORMANCE OF TRANSPORTATION NETWORKS	Patented Case	8,666,643
MIOVISION TECHNOLOGIES INCORPORATED	METHOD AND SYSTEM FOR ANALYZING MULTIMEDIA CONTENT	Patented Case	8,204,955

Assignee	Description	Status	Application/ Registration No.
MIOVISION TECHNOLOGIES INCORPORATED	SYSTEM AND METHOD FOR DETERMINING VEHICLE OCCUPANCY FOR ENFORCED AREAS	Docketed New Case - Ready for Examination	16/049,296
MIOVISION TECHNOLOGIES INCORPORATED	SYSTEM AND METHOD FOR PERFORMING SALIENCY DETECTION USING DEEP ACTIVE CONTOURS	Response to Non-Final Office Action Entered and Forwarded to Examiner	15/609,212
MIOVISION TECHNOLOGIES INCORPORATED	MACHINE LEARNING PLATFORM FOR PERFORMING LARGE SCALE DATA ANALYTICS	Pending – Waiting further action from Patent Office	15/382,130
MIOVISION TECHNOLOGIES INCORPORATED	SYSTEM AND METHOD FOR COMPRESSING VIDEO DATA	Notice of Allowance Mailed -- Application Received in Office of Publications	14/957,079

EXHIBIT C

Trademarks

CANADIAN TRADEMARKS

Owner	Trade-mark	Application/ Registration No.
Miovision Technologies Incorporated	MIOVISION TRAFFICLINK	TMA1029674
Miovision Technologies Incorporated	MIOVISION DATALINK	TMA1029688
Miovision Technologies Incorporated	SMART CITIES START HERE	TMA1029717
Miovision Technologies Incorporated	MIOVISION SCOUT	TMA1002914
Miovision Technologies Incorporated	MIOVISION SPECTRUM	TMA990823
Miovision Technologies Incorporated	MIOVISION	TMA924678

UNITED STATES TRADEMARKS

Owner	Trade-mark	Serial/ Registration No.
MIOVISION TECHNOLOGIES INCORPORATED	MIOVISION SCOUT	87459294
MIOVISION TECHNOLOGIES INCORPORATED	SMART CITIES START HERE	87780141
MIOVISION TECHNOLOGIES INCORPORATED	MIOVISION SPECTRUM	5635589
MIOVISION TECHNOLOGIES INCORPORATED	MIOVISION	5271534
MIOVISION TECHNOLOGIES INCORPORATED	MIOVISION TRAFFICLINK	Application in progress