

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Traffic Tech Inc.		09/01/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	TTSLs Inc.		
Street Address:	16711 Trans-Canada Highway		
City:	Kirkland, Quebec		
State/Country:	CANADA		
Postal Code:	H9H 3L1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5787872	TTSLs	
Registration Number:	5900879	TRAFFIC TECH SALES & LOGISTICS SYSTEM	
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:	9496222736		
Email:	trademarks@troutman.com		
Correspondent Name:	Susan Stabe, Esq.		
Address Line 1:	600 Peachtree St NE		
Address Line 2:	Suite 3000		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Jona N. Mays, Esq.		
SIGNATURE:	/Jona N. Mays/		
DATE SIGNED:	09/02/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of September 1, 2020, is made by Traffic Tech Inc. ("**Vendor**"), a Canadian Corporation, located at 16711 Trans-Canada Highway, Kirkland, Quebec H9H 3L1, in favor of TTSLs Inc. ("**Purchaser**"), a Canadian Corporation, also located at 16711 Trans-Canada Highway, Kirkland Quebec H9H 3L1, the purchaser of certain assets of Vendor pursuant to the Asset Purchase Agreement between Purchaser and Vendor dated as of December 27, 2018 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Vendor has conveyed, transferred, and assigned to Purchaser, among other assets, certain intellectual property of Vendor, and has agreed to execute and deliver this Trademark Assignment, for filing with the governmental authorities including, but not limited to, the Office of the Registrar of Trademarks, Canadian Intellectual Property Office ("**CIPO**"), and the United States Patent and Trademark Office ("**USPTO**").

NOW THEREFORE, Vendor agrees as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Vendor hereby irrevocably conveys, transfers, and assigns to Purchaser all of Vendor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Vendor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Registering and Further Actions. Vendor hereby authorizes the Office of the Registrar of Trademarks, the Commissioner for Trademarks in the United States Patent and Trademark Office, and any other governmental officials to record and register this Trademark Assignment upon request by Purchaser. Vendor shall take such steps and actions following the date hereof,

and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, files, registrations or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

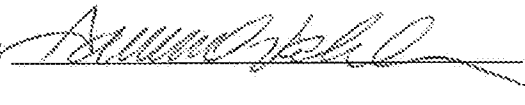
5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the federal laws of Canada and the laws of the Province of Quebec.

6. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Vendor has duly executed and delivered this Trademark Assignment as of the date first written above.

Traffic Tech Inc.

By: 

Name: David Valela
Title: CFO

Address for Notices:
16711 Trans-Canada Highway
Kirkland, QC
H9H 3L1
CANADA

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
TTSLS	USA	5787872	June 25, 2019
TRAFFIC TECH SALES & LOGISTICS SYSTEM	USA	5900879	November 5, 2019

Trademark Applications

Mark	Jurisdiction	Status	Application Serial Number	Filing Date
TTSLS	CANADA	FORMALIZED	1936038	2018-12-14
TRAFFIC TECH SALES & LOGISTICS SYSTEM	CANADA	FORMALIZED	1936037	2018-12-14