

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734540

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intelligent Imaging Systems Inc.		03/18/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	565 Bay Street		
Internal Address:	5th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5G 2C2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4680083	SMART ROADSIDE	
Serial Number:	85490440	DRIVEWYZE	
Registration Number:	6257409	DRIVEWYZE	
CORRESPONDENCE DATA			
Fax Number:	9134510875		
<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:	913-451-5100		
Email:	internalip@lathropgpm.com		
Correspondent Name:	Amy Brozenic		
Address Line 1:	10851 Mastin Blvd.		
Address Line 4:	Overland Park, KANSAS 66210-1669		
NAME OF SUBMITTER:	Amy Brozenic		
SIGNATURE:	/Amy Brozenic/		
DATE SIGNED:	06/14/2022		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLIGENT IMAGING SYSTEMS, INC. (the “**Borrower**”)

TO: CANADIAN IMPERIAL BANK OF COMMERCE (the “**Lender**”)

DATE: March 18, 2022

RECITALS:

- A. The Borrower, as borrower, the other loan parties from time to time party thereto, and the Lender, as lender, are parties to a credit agreement dated as of March 18, 2022, as may be amended, restated, extended, renewed or otherwise modified from time to time (the “**Credit Agreement**”).
- B. Pursuant to the Credit Agreement, the Borrower entered into a general security agreement dated as of March 18, 2022 (as amended, supplemented or otherwise modified from time to time, collectively, the “**General Security Agreement**”) in favour of the Lender, whereby the Borrower granted a security interest in all present and after-acquired personal property of the Borrower, including all patents, trademarks, copyrights, and all other intellectual property.
- C. As additional security for the obligations of the Borrower to the Lender, as described in the Credit Agreement (the “**Obligations**”), the Borrower has agreed to enter into this intellectual property security agreement (the “**Agreement**”).

FOR VALUE RECEIVED and intending to be legally bound by this Agreement, the Borrower agrees as follows:

1. INTERPRETATION

- 1.1 Conflict with Credit Agreement If there is any conflict or inconsistency between the terms of the Credit Agreement and the terms of this Agreement, the provisions of the Credit Agreement shall govern to the extent necessary to remove the conflict or inconsistency.

2. GRANT OF SECURITY, ETC.

- 2.1 Grant of Security As security for payment and performance of the Obligations, the Borrower mortgages, charges, assigns, transfers and pledges to the Lender as a fixed and specific mortgage and charge, and grants the Lender a security interest in, all of the Borrower’s right, title and interest in and to all trademarks, patents, industrial designs, copyrights, internet domain names and all other intellectual property (collectively, the “**Intellectual Property**”) now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest (including, without limitation, all Intellectual Property listed on **Schedule “A”** hereto).
- 2.2 Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the Canadian Intellectual Property Office, the United States Patent and Trademark Office, the United States Copyright Office, or such other office or registry as may be appropriate from time to time.
- 2.3 Acknowledgment. The Borrower hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property are more fully set forth

in the General Security Agreement, the terms and conditions of each (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

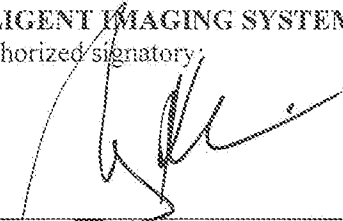
- 2.4 Governing Law. This Agreement and any dispute arising from or in relation to this Agreement shall be governed by, and interpreted and enforced in accordance with, the law of the Province of British Columbia and the laws of Canada applicable therein, excluding the conflict of law rules of that province.
- 2.5 Paramountcy. To the extent that there is any inconsistency between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.
- 2.6 Counterparts and Electronic Execution. This Agreement may be executed in any number of counterparts and all counterparts taken together shall be deemed to constitute one agreement. Delivery by electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

[Signature page follows – remainder of page is intentionally blank]

IN WITNESS OF WHICH, the Borrower has duly executed this Agreement as of the date first above written.

INTELLIGENT IMAGING SYSTEMS, INC.,
by its authorized signatory:

By:



Name: Nurez Khinji
Title: Chief Financial Officer
and Corporate Secretary

Signature page to Intellectual Property Security Agreement –Intelligent Imaging Systems, Inc.

TRADEMARK
REEL: 007751 FRAME: 0082

SCHEDULE A

INTELLECTUAL PROPERTY

Trademarks

CANADA

Country	Trademark	Status	Owner
Canada	E-INSPECTION	Registered App 1633622 Reg TMA973910	Intelligent Imaging Systems Inc.
Canada	SMART ROADSIDE	Registered App 1533321 Reg TMA851401	Intelligent Imaging Systems Inc.
Canada	DRIVEWYZE	Registered App 1531216 Reg TMA958064	Intelligent Imaging Systems Inc.

UNITED STATES

Country	Trademark	Status	Owner
US	SMART ROADSIDE	Registered on Supplemental Register App 85502260 Reg 4680083	Intelligent Imaging Systems Inc.
US	DRIVEWYZE	Published (Pending) App 85490440	Intelligent Imaging Systems Inc.
US	DRIVEWYZE	Registered App 85984383 Reg 6257409	Intelligent Imaging Systems Inc.

Patents

CANADA

Title	Application No.	Filing Date/Grant Date	Currently Applicant*
THERMAL INSPECTION SYSTEM	CA 2593109	Filed: 2007-07-03 Granted: 2016-01-12	INTELLIGENT IMAGING SYSTEMS, INC. Chain of title complete (assignment found on file at USPTO online database for corresponding U.S. Application)
TRAFFIC AND TRANSACTION CONTROL SYSTEM FOR VEHICLES	CA 2920911	Filed: 2014-08-20 Granted: 2021-10-26	INTELLIGENT IMAGING SYSTEMS, INC. Chain of title complete (assignment found on file at USPTO online database for corresponding U.S. Application)
VEHICLE TRAFFIC AND VEHICLE RELATED TRANSACTION CONTROL SYSTEM	CA 2850250	Filed: 2012-03-07 Granted: 2020-09-01	INTELLIGENT IMAGING SYSTEMS, INC. Chain of title complete (assignment found on file at USPTO online database for

Title	Application No.	Filing Date/Grant Date	Currently Applicant*
			corresponding U.S. Application)
VEHICLE IDENTIFICATION	CA 2850260	Filed: 2012-09-27 Granted: 2019-11-26	INTELLIGENT IMAGING SYSTEMS, INC. Chain of title complete (assignment found on file at USPTO online database for corresponding U.S. Application)
VEHICLE TRAFFIC AND VEHICLE RELATED TRANSACTION CONTROL SYSTEM	CA 3130543	Filed: 2014-08-20 Granted: not granted	INTELLIGENT IMAGING SYSTEMS, INC. Chain of title complete (assignment found on file at USPTO online database for corresponding U.S. Application)

UNITED STATES:

Title	Application No.	Filing Date/Grant Date	Currently Applicant
THERMAL INSPECTION SYSTEM	Appn No. 11/772,791 Patent No. US 8985848	Filed: 2007-07-02 Granted: 2015-03-24	INTELLIGENT IMAGING SYSTEMS, INC. Chain of title: complete

Title	Application No.	Filing Date/Grant Date	Currently Applicant
TRANSPONDER	Appn. No. 15/677,611 Patent No. US 10679108	Filed: 2017-08-15 Granted: 2020-06-08	INTELLIGENT IMAGING SYSTEMS, INC. Chain of title: complete
TRANSPONDER	Appn. No. 16/895,957 Publication No. US 2020/0410313	Filed: 2020-06-08 Granted: N/A	INTELLIGENT IMAGING SYSTEMS, INC. Chain of title: complete (based on assignment filed for parent application no. 15/677,611, which is previous case)
VEHICLE TRAFFIC AND VEHICLE RELATED TRANSACTION CONTROL SYSTEM	Appn No. 14/912,903 Patent No. US 10817968	Filed: 2016-02-18 Granted: 2020-10-27	INTELLIGENT IMAGING SYSTEMS, INC. Chain of title: complete
VEHICLE TRAFFIC AND VEHICLE RELATED TRANSACTION CONTROL SYSTEM	Appn No. 17/069,186 Publication No. US 2021/0049725	Filed: 2012-03-07 Granted: N/A	INTELLIGENT IMAGING SYSTEMS, INC. Chain of title: complete (based on assignment filed for parent application no.

Title	Application No.	Filing Date/Grant Date	Currently Applicant
			14/912,903, which is previous case)
VEHICLE IDENTIFICATION	Appn No. 14/348,026 Patent No. US 9311816	Filed: 2012-09-27 Granted: 2016-04-12	INTELLIGENT IMAGING SYSTEMS, INC. Chain of title: complete
VEHICLE TRAFFIC AND VEHICLE RELATED TRANSACTION CONTROL SYSTEM	Appn. No. 14/912,903 Patent No. US 10817968	Filed: 2016-02-18 Granted: 2020-10-27	INTELLIGENT IMAGING SYSTEMS, INC. Chain of title: complete
VEHICLE TRAFFIC AND VEHICLE RELATED TRANSACTION CONTROL SYSTEM	Appn. No. 17/069,186 Publication No. US 2021/0049725	Filed: 2020-10-13 Granted: N/A	INTELLIGENT IMAGING SYSTEMS, INC. Chain of title: complete
VEHICLE TRAFFIC AND VEHICLE RELATED TRANSACTION CONTROL SYSTEM	Appn. No. 16/856,922 Publication No. US 2020/0250990	Filed: 2020-04-23 Granted: N/A	INTELLIGENT IMAGING SYSTEMS, INC. Chain of title: complete (based on assignment filed for parent application no. 13/414652, which is now abandoned)

Title	Application No.	Filing Date/Grant Date	Currently Applicant
VEHICLE TRAFFIC AND VEHICLE RELATED TRANSACTION CONTROL SYSTEM	Appn. No. 16/917,568 Publication No. US 2020/0334990	Filed: 2020-06-30 Granted: N/A	INTELLIGENT IMAGING SYSTEMS, INC. Chain of title: complete (based on assignment filed for parent application no. 13/414652, which is now abandoned)
CONTEXTUAL DRIVER BEHAVIOUR MONITORING	Appn. No. 15/250,681 Patent No. US 9849887	Filed: 2016-08-29 Granted: 2017-12-26	INTELLIGENT IMAGING SYSTEMS, INC. Chain of title: complete
CONTEXTUAL DRIVER BEHAVIOUR MONITORING	Appn. No. 15/833,819 Patent No. US 10543847	Filed: 2017-12-06 Granted: 2020-01-28	INTELLIGENT IMAGING SYSTEMS, INC. Chain of title: complete (based on assignment filed for parent application no. 15/250,681, which is previous case)
CONTEXTUAL DRIVER BEHAVIOUR MONITORING	Appn. No. 16/713,794 Patent No. US 11124197	Filed: 2019-12-13 Granted: 2021-09-21	INTELLIGENT IMAGING SYSTEMS, INC.

Title	Application No.	Filing Date/Grant Date	Currently Applicant
			Chain of title: complete (based on assignment filed for parent application no. 15/250,681, which is previous case)
CONTEXTUAL DRIVER BEHAVIOUR MONITORING	Appn. No. 17/465,646 Does not appear to be published yet, and is not yet open to the public on USPTO PAIR	Filed: 2021-09-21	INTELLIGENT IMAGING SYSTEMS, INC. Chain of title: complete (based on assignment filed for parent application no. 15/250,681, which is previous case)

Industrial Designs

NIL

Copyrights

NIL

Domain Names

Owned Domain Names
drive-wyz.com
drive-wyze.com
drivewyz.com
drivewyze.ca

Owned Domain Names
drivewyze.com
drivewyze.net
drivewyze.sucks
drivewyze.us
iisdw.ca
iisdw.com
iisdw.net
iisdw.tech
iisdw.us
intelligentimagingssystems.ca
intelligentimagingssystems.com
intelligentimagingssystems.sucks
no-w8.com
no-w8.com
parkwyze.com
roadflo.com
smartroadside.com