

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822694

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLOBAL TRAFFIC TECHNOLOGIES, LLC		07/06/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
Internal Address:	Mail Code 7578, National Documentation Services		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association and authorized foreign bank under the Bank Act (Canada): TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	0838755	OPTICOM	
Registration Number:	5150944	CHANGE THE WAY YOUR CITY MOVES	
Registration Number:	3566298	GTT	
Registration Number:	4816778	OPTICOM	
Registration Number:	5897623	OPTICOM PRIORITY CONTROL AS A SERVICE	
Registration Number:	5425432	PRIORITY CONTROL AS A SERVICE	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	trademarks@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		
SIGNATURE:	/susan m. kornfield/		

OP \$165.00 0838755

DATE SIGNED:

07/07/2023

Total Attachments: 8

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Global Traffic Technologies)**

This Intellectual Property Security Agreement is entered into as of July 6, 2023, between **COMERICA BANK**, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank") and **GLOBAL TRAFFIC TECHNOLOGIES, LLC**, a Delaware limited liability company ("Debtor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Miovision Technologies Incorporated, a corporation existing under the laws of Ontario, Canada ("Borrower") in the amounts and manner set forth in that certain Amended and Restated Loan Agreement, dated January 14, 2020, among Bank, MioVision Technologies LLC, a Delaware limited liability company and Borrower (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein without definition are used as defined in the Loan Agreement.

B. Bank is willing to continue to make the Loans to Borrower, but only upon the condition, among others, that Debtor shall grant to Bank a security interest in its Intellectual Property Collateral, as defined in that certain Security Agreement executed by Debtor and dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Security Agreement") to secure the Obligations.

C. Debtor has executed a guaranty in favor of Bank with respect to the indebtedness of Borrower owing to Bank (as the same may be amended, modified, or supplemented from time to time, the "Guaranty").

D. Pursuant to the terms of the Security Agreement, Debtor has granted to Bank a security interest in all of Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Intellectual Property Collateral.

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, Debtor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations and Debtor's obligations under the Guaranty, Debtor grants and pledges to Bank a security interest in all of Debtor's right, title and interest in, to and under the Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks 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 Security Agreement and 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 Security Agreement or any of the Loan Documents, 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 Intellectual Property Security Agreement, the Security Agreement or any of the other

Loan 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.

Debtor represents and warrants that Exhibits A, B, and C attached hereto, as such Exhibits may be amended, restated, replaced or otherwise modified from time to time, set forth any and all intellectual property in connection to which Debtor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Debtor acknowledges and agrees that Bank may, in its sole discretion, amend this Agreement, without first obtaining Debtor's approval of or signature to such amendment, by amending Exhibits A, B and C hereto to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Debtor after the date hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Debtor no longer has or claims to have any right, title or interest.

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement, and that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform. Notwithstanding the foregoing, Bank may require original manually executed signatures. If Bank determines in its sole discretion that the Agreement has not been timely executed by Debtor, then the Agreement shall be considered null and void. Debtor hereby agrees that Bank shall not have any liability of any nature or kind to any a loan party, including, but not limited to Debtor, in connection therewith.

[Signatures on following page]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Debtor:

7800 3rd St. N.
Suite 100
Oakdale, MN 55128

DEBTOR:

GLOBAL TRAFFIC TECHNOLOGIES, LLC, a
Delaware limited liability company

By: 
DocuSigned by:
5D698FA68445403...

Name: Joe Custer

Title: Chief Financial Officer

Address of Secured Party:

Comerica Bank
M/C 7578
39200 Six Mile Road
Livonia, MI 48152
Attn: National Documentation Services

SECURED PARTY:

COMERICA BANK

By: 
DocuSigned by:
52379AB59CAD445...

Name: Kamal Ball

Title: Vice President

EXHIBIT A

U.S. Copyrights

None.

COPY VIEW


EXHIBIT B**U.S. Patents**

Title	App. No.	Filing Date	Patent No.	Granted Date
EMITTER PROGRAMMER AND VERIFICATION SYSTEM	15254683	9/1/2016	10198947	2/5/2019
TIMING SUBMISSION OF TRANSIT SIGNAL PRIORITY REQUESTS TO REDUCE TRANSIT VEHICLE STOP TIMES	15272579	9/22/2016	10217356	2/26/2019
INCIDENT-BASED TRAFFIC SIGNAL PREEMPTION AND PRIORITY	16997292	8/19/2020	11030895	6/8/2021
LOCATION-BASED MESSAGE DISTRIBUTION	16788716	2/12/2020	11158189	10/26/2021
DYNAMIC ACTIVATION OF VIRTUAL PHASE SELECTORS FOR CONTROL OF TRAFFIC SIGNAL PREEMPTION	16902454	1/16/2020	11200802	12/14/2021
INCIDENT-BASED TRAFFIC SIGNAL PREEMPTION AND PRIORITY	17242977	4/28/2021	11232707	1/25/2022
ROUTE SELECTION USING CORRECTION FACTORS INDICATING PHASE INTERRUPTIBLE TRAFFIC SIGNALS	16918522	7/1/2020	11421999	8/23/2022
TRAFFIC PREEMPTION SYSTEM COMMUNICATION METHOD	11142019	6/1/2005	7333028	2/19/2008
LIGHT EMITTERS FOR OPTICAL TRAFFIC CONTROL SYSTEMS	12139959	6/16/2008	7808401	10/5/2010
OPTICAL TRAFFIC CONTROL SYSTEM WITH BURST MODE LIGHT EMITTER	12142421	6/19/2008	7952491	5/31/2011
LED LIGHT BAR FOR OPTICAL TRAFFIC CONTROL SYSTEMS	12421210	4/9/2009	8072346	12/6/2011

Title	App. No.	Filing Date	Patent No.	Granted Date
CENTRALIZED MANAGEMENT OF PREEMPTION CONTROL OF TRAFFIC SIGNALS	12576623	10/9/2009	8325062	12/4/2012
MONITORING MANAGEMENT AND PRESENTATION OF PREEMPTION CONTROL DATA OF CENTRALLY MANAGED TRAFFIC SIGNALS	12576641	10/9/2009	8344908	1/1/2013
DEFINING APPROACH MAPS FOR TRAFFIC SIGNAL PREEMPTION CONTROLLERS	12731780	3/25/2010	8487780	7/16/2013
Monitoring and Diagnostics of Traffic Signal Preemption Controllers	12704118	2/11/2010	8610596	12/17/2013
Control of Traffic Signal Phases	12815790	6/15/2010	8823548	9/2/2014
MONITORING TRAFFIC SIGNAL PREEMPTION	12617048	11/12/2009	8830085	9/9/2014
Systems and Method for Controlling Preemption of a Traffic Signal	13034211	2/24/2011	8884783	11/11/2014
FIELD OF VIEW TRAFFIC SIGNAL PREEMPTION	13487773	6/4/2012	8912922	12/16/2014
ADAPTIVE TRAFFIC SIGNAL PREEMPTION	14309165	6/19/2014	9299253	3/29/2016
VEHICLE CLASSIFICATION SYSTEM AND METHOD	14314637	6/25/2014	9361798	6/7/2016
Prioritization of Traffic Signal Preemption Requests Received from Multiple Sources Over Different Communication Mediums	12684442	1/8/2010	9478131	10/25/2016
TRIP DETERMINATION FOR MANAGING TRANSIT VEHICLE SCHEDULES	14705685	5/6/2015	9799221	10/24/2017

Title	App. No.	Filing Date	Patent No.	Granted Date
LED EMITTER FOR OPTICAL TRAFFIC CONTROL SYSTEMS	12407349	3/19/2009	7982631	7/19/2011
MULTIMODE TRAFFIC PRIORITY/PREEMPTION VEHICLE ARRANGEMENT	11142021	6/1/2005	7573399	8/11/2009
REMOTE ACTIVATION OF A VEHICLE PRIORITY SYSTEM	11154348	6/16/2005	7515064	4/7/2009
TRAFFIC PREEMPTION SYSTEM WITH HEADWAY MANAGEMENT	11154347	6/16/2005	7432826	10/7/2008
MULTIMODE TRAFFIC PRIORITY/PREEMPTION INTERSECTION ARRANGEMENT	11142026	6/1/2005	7417560	8/20/2008
TRAFFIC PREEMPTION SYSTEM SIGNAL VALIDATION METHOD	11142013	6/1/2005	7307547	12/11/2007

EXHIBIT C**U.S. Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
<u>OPTICOM</u>	72247704	6/9/1966	0838755	11/14/1967
<u>CHANGE THE WAY YOUR CITY MOVES</u>	87112710	7/22/2016	5150944	2/28/2017
<u>GTT and Design</u> 	76684211	11/19/2007	3566298	1/27/2009
<u>OPTICOM</u>	86497120	1/7/2015	4816778	9/22/2015
<u>OPTICOM PRIORITY CONTROL AS A SERVICE</u>	87409917	4/13/2017	5897623	10/29/2019
<u>PRIORITY CONTROL AS A SERVICE</u>	87410188	4/13/2017	5425432	3/13/2018