

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI112197

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLOBAL TRAFFIC TECHNOLOGIES, LLC		03/01/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	EXPORT DEVELOPMENT CANADA		
Street Address:	150 Slater Street		
City:	Ottawa		
State/Country:	CANADA		
Postal Code:	K1A 1K3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4816778	OPTICOM	
Registration Number:	838755	OPTICOM	
Registration Number:	5150944	CHANGE THE WAY YOUR CITY MOVES	
Registration Number:	3566298	GTT	
Registration Number:	5897623	OPTICOM PRIORITY CONTROL AS A SERVICE	
Registration Number:	5425432	PRIORITY CONTROL AS A SERVICE	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	3126097943		
Email:	skowalski@vedderprice.com, ipdocket@vedderprice.com		
Correspondent Name:	SYLVIA KOWALSKI		
Address Line 1:	222 NORTH LASALLE STREET - 24TH FLOOR		
Address Line 4:	CHICAGO, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	29216000392		
NAME OF SUBMITTER:	Sylvia Kowalski		
SIGNATURE:	Sylvia Kowalski		
DATE SIGNED:	03/21/2024		

CH \$165.00.00 86497120

Total Attachments: 17

source=Global Traffic Technologies LLC - Patent and Trademark Security Agreement(65229014.1) (002)#page1.tif
source=Global Traffic Technologies LLC - Patent and Trademark Security Agreement(65229014.1) (002)#page2.tif
source=Global Traffic Technologies LLC - Patent and Trademark Security Agreement(65229014.1) (002)#page3.tif
source=Global Traffic Technologies LLC - Patent and Trademark Security Agreement(65229014.1) (002)#page4.tif
source=Global Traffic Technologies LLC - Patent and Trademark Security Agreement(65229014.1) (002)#page5.tif
source=Global Traffic Technologies LLC - Patent and Trademark Security Agreement(65229014.1) (002)#page6.tif
source=Global Traffic Technologies LLC - Patent and Trademark Security Agreement(65229014.1) (002)#page7.tif
source=Global Traffic Technologies LLC - Patent and Trademark Security Agreement(65229014.1) (002)#page8.tif
source=Global Traffic Technologies LLC - Patent and Trademark Security Agreement(65229014.1) (002)#page9.tif
source=Global Traffic Technologies LLC - Patent and Trademark Security Agreement(65229014.1) (002)#page10.tif
source=Global Traffic Technologies LLC - Patent and Trademark Security Agreement(65229014.1) (002)#page11.tif
source=Global Traffic Technologies LLC - Patent and Trademark Security Agreement(65229014.1) (002)#page12.tif
source=Global Traffic Technologies LLC - Patent and Trademark Security Agreement(65229014.1) (002)#page13.tif
source=Global Traffic Technologies LLC - Patent and Trademark Security Agreement(65229014.1) (002)#page14.tif
source=Global Traffic Technologies LLC - Patent and Trademark Security Agreement(65229014.1) (002)#page15.tif
source=Global Traffic Technologies LLC - Patent and Trademark Security Agreement(65229014.1) (002)#page16.tif
source=Global Traffic Technologies LLC - Patent and Trademark Security Agreement(65229014.1) (002)#page17.tif

**GRANT OF SECURITY INTEREST IN
TRADEMARK AND PATENT RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK AND PATENT RIGHTS ("**Agreement**"), effective as of March 1, 2024 is made by GLOBAL TRAFFIC TECHNOLOGIES, LLC, a Delaware limited liability company ("**Grantor**"), and EXPORT DEVELOPMENT CANADA ("**Secured Party**").

Grantor has executed and delivered a Security Agreement, dated as of March 1, 2024 in favor of Secured Party (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Grantor has pledged and granted to Secured Party a continuing security interest in all Intellectual Property, including the Trademarks and Patents.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Secured Party, as follows:

1. **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Security Agreement or Loan Agreement referred to therein.

2. **Grant of Security Interest.** Grantor hereby pledges and grants a continuing security interest in, all of Grantor's right, title and interest in, to and under the Patents and Trademarks described on Schedule A hereto (collectively, the "**Collateral**"), to Secured Party to secure payment, performance and observance of the Secured Obligations.

3. **Intent-to-Use Trademarks.** Any United States intent-to-use trademark applications for which a statement of use or amendment to allege use has not been filed, solely to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal Law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications are not included in the "Collateral" under this Grant of Security Interest in Trademark and Patent Rights.

4. **Purpose.** This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Secured Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

5. **Acknowledgment.** Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement, Guarantee and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

[Signature Page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GLOBAL TRAFFIC TECHNOLOGIES, LLC

DocuSigned by:
By: 
Name: Kurtis McBride
Title: Chief Executive Officer

EXPORT DEVELOPMENT CANADA

By: _____
Name: _____
Title: _____


By: _____
Name: _____
Title: _____

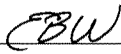
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**GLOBAL TRAFFIC TECHNOLOGIES,
LLC**

By: _____
Name: _____
Title: _____

EXPORT DEVELOPMENT CANADA

By:  _____
Name: Guillaume Couture
Title: Senior Associate

By:  _____
Name: Erik Brien-Wright
Title: Senior Investment Manager

SCHEDULE A

**U.S. AND FOREIGN PATENT AND TRADEMARK REGISTRATIONS AND
APPLICATIONS AND U.S. AND FOREIGN EXCLUSIVE PATENT AND
TRADEMARK LICENSES**

Patents and Patent Licenses

<u>Country Name</u>	<u>Status</u>	<u>Application #</u>	<u>Patent #</u>	<u>Date Filed</u>	<u>Grant Date</u>
Canada	Issued	3,035,521	3035521	08/28/2017	09/24/2019
Australia	Issued	2017321292	2017321292	08/28/2017	02/13/2020
United States of America	Issued	15/254,683	10198947	09/01/2016	02/05/2019
Australia	Issued	2020202447	2020202447	09/18/2017	03/03/2022
United Kingdom	Issued	17772852.4	3516640B1	09/18/2017	11/04/2020
Spain	Issued	17772852.4	3516640B1	09/18/2017	11/04/2020
Netherlands	Issued	17772852.4	3516640B1	09/18/2017	11/04/2020
Germany	Issued	17772852.4	60 2017 026 956.5	09/18/2017	11/04/2020
France	Issued	17772852.4	3516640B1	09/18/2017	11/04/2020
Austria	Issued	17772852.4	3516640B1	09/18/2017	11/04/2020
European Patent Office	Issued	17772852.4	3516640B1	09/18/2017	11/04/2020
Canada	Issued	3,037,881	3037881	09/18/2017	10/29/2019
United States of America	Issued	15/272,579	10217356	09/22/2016	02/26/2019
Hong Kong	Pending	62023084345. 5	N/A	04/20/2021	N/A

Schedule A-2

TRADEMARK
REEL: 008376 FRAME: 0856

European Patent Office	Published	21858746.7	N/A	04/20/2021	N/A
Canada	Pending	3189881	N/A	04/20/2021	N/A
Australia	Pending	2021329202	N/A	04/20/2021	N/A
PCT	Pending	PCT/US2021/028076	N/A	04/20/2021	N/A
United States of America	Issued	17/242,977	11232707	04/28/2021	01/25/2022
United States of America	Issued	16/997,292	11030895	08/19/2020	06/08/2021
United States of America	Allowed	17/475,491	N/A	09/15/2021	N/A
United States of America	Issued	16/788,716	11158189	02/12/2020	10/26/2021
European Patent Office	Pending	21825552.9	N/A	06/15/2021	N/A
Canada	Pending	3182801	N/A	06/15/2021	N/A
Australia	Published	2021292185	N/A	06/15/2021	N/A
PCT	Pending	PCT/US2021/037458	N/A	06/15/2021	N/A
United States of America	Issued	16/902,454	11200802	06/16/2020	12/14/2021

European Patent Office	Published	21834130.3	N/A	06/29/2021	N/A
Canada	Published	3184388	N/A	06/29/2021	N/A
Australia	Pending	2021299528	N/A	06/29/2021	N/A
United States of America	Issued	16/918,522	11421999	07/01/2020	08/23/2022
Hong Kong	Issued	08102521.6	1116284	03/05/2008	08/25/2017
United Kingdom	Issued	06771659.7	1886291	05/31/2006	11/09/2016
Spain	Issued	06771659.7	1886291	05/31/2006	11/09/2016
Netherlands	Issued	06771659.7	1886291	05/31/2006	11/09/2016
Germany	Issued	06771659.7	60 2006 050 852.2	05/31/2006	11/09/2016
Austria	Issued	06771659.7	844570	05/31/2006	11/09/2016
New Zealand	Issued	563996	563996	05/31/2006	02/09/2011
Israel	Issued	187817	187817	05/31/2006	05/01/2011
European Patent Office	Issued	06771659.7	1886291	05/31/2006	11/09/2016
Canada	Issued	2610498	2610498	05/31/2006	10/09/2012
Australia	Issued	2006252558	2006252558	05/31/2006	04/07/2011

Schedule A-4

TRADEMARK
REEL: 008376 FRAME: 0858

United States of America	Issued	11/142,019	7333028	06/01/2005	02/19/2008
Canada	Issued	2696536	2696536	03/15/2010	01/26/2016
Canada	Issued	2,696,484	2696484	03/11/2010	01/26/2016
Canada	Issued	2,648,603	2648603	01/09/2009	06/30/2015
United States of America	Issued	12/421,210	8072346	04/09/2009	12/06/2011
United States of America	Issued	12/407,349	7982631	03/19/2009	07/19/2011
United States of America	Issued	12/139,959	7808401	06/16/2008	10/05/2010
United States of America	Issued	12/142,421	7952491	06/19/2008	05/31/2011
Canada	Issued	2777045	2777045	10/05/2010	09/30/2014
United States of America	Issued	12/576,623	8325062	10/09/2009	12/04/2012
Canada	Issued	2777044	2777044	10/05/2010	11/24/2015
United States of America	Issued	12/576,641	8344908	10/09/2009	01/01/2013
Canada	Issued	2791992	2791992	03/24/2011	07/08/2014
United States of America	Issued	12/731,780	8487780	03/25/2010	07/16/2013

Canada	Issued	2789104	2789104	02/11/2011	08/30/2016
United States of America	Issued	12/704,118	8610596	02/11/2010	12/17/2013
Canada	Issued	2802860	2802860	06/14/2011	12/13/2016
United States of America	Issued	12/815,790	8823548	06/15/2010	09/02/2014
Canada	Issued	2780820	2780820	11/08/2010	07/12/2016
United States of America	Issued	12/617,048	8830085	11/12/2009	09/09/2014
Canada	Issued	2826719	2826719	02/23/2012	07/26/2016
United States of America	Issued	13/034,211	8884783	02/24/2011	11/11/2014
United Kingdom	Issued	13728073.1	2856453	05/28/2013	07/13/2016
Spain	Issued	13728073.1	2856453	05/28/2013	07/13/2016
Netherlands	Issued	13728073.1	2856453	05/28/2013	07/13/2016
Germany	Issued	13728073.1	60 2013 009 386.5	05/28/2013	07/13/2016
France	Issued	13728073.1	2856453	05/28/2013	07/13/2016
Austria	Issued	13728073.1	2856453	05/28/2013	07/13/2016
European Patent Office	Issued	13728073.1	2856453	05/28/2013	07/13/2016

Schedule A-6

TRADEMARK
REEL: 008376 FRAME: 0860

Canada	Issued	2875613	2875613	05/28/2013	02/14/2017
United States of America	Issued	13/487,773	8912922	06/04/2012	12/16/2014
United Kingdom	Issued	15734499.5	3158549	06/19/2015	12/23/2020
Spain	Issued	15734499.5	3158549	06/19/2015	12/23/2020
Netherlands	Issued	15734499.5	3158549	06/19/2015	12/23/2020
Germany	Issued	15734499.5	60 2015 063 807.7	06/19/2015	12/23/2020
France	Issued	15734499.5	3158549	06/19/2015	12/23/2020
Austria	Issued	15734499.5	1348477	06/19/2015	12/23/2020
European Patent Office	Issued	15734499.5	3158549	06/19/2015	12/23/2020
Canada	Issued	2952455	2952455	06/19/2015	04/20/2021
Australia	Issued	2015276937	2015276937	06/19/2015	01/18/2018
United States of America	Issued	14/309,165	9299253	06/19/2014	03/29/2016
United Kingdom	Issued	14772042.9	3161809	09/11/2014	06/13/2018
Spain	Issued	14772042.9	3161809	09/11/2014	06/13/2018
Netherlands	Issued	14772042.9	3161809	09/11/2014	06/13/2018

Schedule A-7

TRADEMARK
REEL: 008376 FRAME: 0861

Germany	Issued	14772042.9	6020140270 32.8	09/11/2014	06/13/2018
France	Issued	14772042.9	3161809	09/11/2014	06/13/2018
Austria	Issued	14772042.9	1009262	09/11/2014	06/13/2018
European Patent Office	Issued	14772042.9	3161809	09/11/2014	06/13/2018
Canada	Issued	2,951,022	2951022	09/11/2014	11/07/2017
Australia	Issued	2014398593	2014398593	09/11/2014	06/29/2017
United States of America	Issued	14/314,637	9361798	06/25/2014	06/07/2016
Canada	Issued	2,785,818	2785818	01/06/2011	10/31/2017
United States of America	Issued	12/684,442	9478131	01/08/2010	10/25/2016
United Kingdom	Issued	16720975.8	3292548	04/22/2016	07/03/2019
Spain	Issued	16720975.8	3292548	04/22/2016	07/03/2019
Netherlands	Issued	16720975.8	3292548	04/22/2016	07/03/2019
Germany	Issued	16720975.8	60 2016 016 304.7	04/22/2016	07/03/2019
France	Issued	16720975.8	3292548	04/22/2016	07/03/2019
European Patent Office	Issued	16720975.8	3292548	04/22/2016	07/03/2019

Schedule A-8

TRADEMARK
REEL: 008376 FRAME: 0862

Canada	Issued	2984886	2984886	04/22/2016	08/07/2018
Australia	Issued	2016258455	2016258455	04/22/2016	06/07/2018
United States of America	Issued	14/705,685	9799221	05/06/2015	10/24/2017
Canada	Issued	2610499	2610499	05/31/2006	10/23/2012
United States of America	Issued	11/142,021	7573399	06/01/2005	08/11/2009
Canada	Issued	2613769	2613769	06/14/2006	11/22/2011
United States of America	Issued	11/154,348	7515064	06/16/2005	04/07/2009
Israel	Issued	188135	188135	06/14/2006	09/01/2012
Canada	Issued	2612230	2612230	06/14/2006	01/03/2012
Australia	Issued	2006259428	2006259428	06/14/2006	11/05/2009
United States of America	Issued	11/154,347	7432826	06/16/2005	10/07/2008
China	Issued	20068002807 9.2	101233550	05/19/2006	01/27/2010
Canada	Issued	2610489	2610489	05/19/2006	03/13/2012
United States of America	Issued	11/142,026	7417560	06/01/2005	08/26/2008
Canada	Issued	2610398	2610398	05/19/2006	03/20/2012

Schedule A-9

TRADEMARK
REEL: 008376 FRAME: 0863

United States of America	Issued	11/142,013	7307547	06/01/2005	12/11/2007
United States of America	Issued	10/377,365	6870489	02/28/2003	03/22/2005
Spain	Issued	15725148.9	3143605	05/06/2015	11/04/2020
Netherlands	Issued	15725148.9	3143605	05/06/2015	11/04/2020
Germany	Issued	15725148.9	60 2015 061 475.5	05/06/2015	11/04/2020
France	Issued	15725148.9	3143605	05/06/2015	11/04/2020
Austria	Issued	15725148.9	1331821	05/06/2015	11/04/2020
United Kingdom	Issued	15725148.9	3143605	05/06/2015	11/04/2020
European Patent Office	Issued	15725148.9	3143605	05/06/2015	11/04/2020

Trademarks and Trademark Licenses

<u>Title</u>	<u>Country Name</u>	<u>Status</u>	<u>Application #</u>	<u>Date Filed</u>	<u>Registration #</u>	<u>Registration Date</u>
OPTICOM	South Africa	Registered	1972/00260	01/04/1972	1972/00260	02/01/1973
OPTICOM	Sweden	Registered	1972/00071	02/10/1972	140724	09/22/1972
OPTICOM	Italy	Registered	36202100021 1262	12/29/2021	362021000211 262	05/24/2022
OPTICOM	United Kingdom	Registered	985861	01/12/1972	985861	01/12/1972
OPTICOM	France	Registered	251858	11/26/1990	1629528	05/03/1991
OPTICOM	Canada	Registered	0350794	02/29/1972	TMA230828	11/03/1978
OPTICOM	Canada	Registered	1735534	07/02/2015	TMA950817	09/29/2016
OPTICOM	United States of America	Registered	86497120	01/07/2015	4816778	09/22/2015
OPTICOM	United States of America	Registered	72247704	06/09/1966	838755	11/14/1967
CHANGE THE WAY YOUR CITY MOVES	Canada	Registered	1817903	01/12/2017	TMA1061713	11/04/2019

CHANGE THE WAY YOUR CITY MOVES	United States of America	Registered	87112710	07/22/2016	5150944	02/28/2017
GTT and Design	United States of America	Registered	76684211	11/19/2007	3566298	01/27/2009
OPTICOM PRIORITY CONTROL AS A SERVICE	Canada	Registered	1862623	10/13/2017	TMA1098901	04/26/2021
OPTICOM PRIORITY CONTROL AS A SERVICE	United States of America	Registered	87409917	04/13/2017	5897623	10/29/2019
PRIORITY CONTROL AS A SERVICE	Canada	Registered	1862606	10/13/2017	TMA1109584	09/15/2021
PRIORITY CONTROL AS A SERVICE	United States of America	Registered	87410188	04/13/2017	5425432	03/13/2018
CANOGA CONTROLS	Australia	Registered	315721	02/14/1978	315721	02/14/1978
CANOGA CONTROLS	Germany	Registered	26992	02/17/1978	983270	03/12/1979
CANOGA CONTROLS	France	Registered	905521	02/10/1988	1449219	02/10/1988

CANOGA CONTROLS	Benelux	Registered	623200	02/16/1978	350915	02/16/1978
CANOGA CONTROLS	Canada	Registered	423233	04/10/1978	TMA243180	04/18/1980

514969209v.2