

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TMI119856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRAFFIC TECHNOLOGY SERVICES, INC.		03/15/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Comerica Bank		
Street Address:	222 Bay Street, Suite 2720		
Internal Address:	TD Tower		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5K 1J3		
Entity Type:	a Texas Banking Association : TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5387647	PERSONAL SIGNAL ASSISTANT	
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:	2489251921		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Jennifer M. Hetu		
Address Line 1:	201 South Division Street, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	HAVEN ELLIS		
SIGNATURE:	HAVEN ELLIS		
DATE SIGNED:	03/26/2024		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of March 15, 2024, by and between COMERICA BANK ("Bank") and TRAFFIC TECHNOLOGY SERVICES, INC., a Delaware corporation ("Grantor").

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 Third Amended and Restated Loan Agreement by and among Bank, Borrower, Microtraffic Inc., Traffop Corp., Rapid Flow Technologies Inc., Miovision Technologies US Hold Co., Miovision Technologies Acquisition Co., Global Traffic Technologies, Inc., Global Traffic Technologies, LLC, Global Traffic Technologies Canada Inc., Miovision Data Collection Services Incorporated and C J Hensch & Associates, Inc. dated March 1, 2024 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Grantor has become a party to the Loan Agreement pursuant to a Joinder Agreement dated March 15, 2024. Capitalized terms used herein 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 Grantor shall grant to Bank a security interest in its Intellectual Property Collateral as defined in that certain Security Agreement dated as of the date hereof by Grantor in favor of Bank (as amended, varied, supplemented, restated, renewed, replaced or otherwise modified from time to time, the "Security Agreement") to secure the Obligations and Grantor's obligations to Bank under the Loan Documents.

C. Pursuant to the terms of 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 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 and Grantor's obligations to Bank under the Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations and Grantor's obligations under the Loan Agreement and under any other Loan Document now existing or hereafter, 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 (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 Loan Agreement, 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 Loan Agreement, the Security Agreement or any of the other 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 Agreement, the Loan

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.

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.

Grantor acknowledges and agrees that Bank may, in its sole discretion, amend and file or re-file this Agreement with the applicable governmental agency, without first obtaining Grantor's approval 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 Grantor after the date hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor 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 Grantor, then the Agreement shall be considered null and void. Grantor hereby agrees that Bank shall not have any liability of any nature or kind to any a loan party, including, but not limited to Grantor, in connection therewith.

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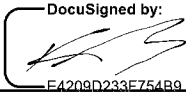
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

110-137 Glasgow Street
Kitchener, Ontario N2G 4X8
Attn: Legal Department
Email: legal@miovision.com

TRAFFIC TECHNOLOGY SERVICES, INC.

By:  E4209D233E754B9

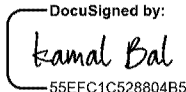
Name: Kurtis McBride
Title: Chief Executive Officer

Address of Bank:

Comerica Bank
222 Bay Street, Suite 2720
TD Tower
Toronto, ON M5K 1J3
Attn: Kamal Bal
Fax: 416.367.2460
Email: kbal@comerica.com

BANK:

COMERICA BANK

By:  55EFC1C528804B5...

Name: Kamal Bal
Title: Vice President

EXHIBIT A

Copyrights

None.

[Exhibit A]

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TRADEMARK
REEL: 008379 FRAME: 0841

EXHIBIT B

Patents

Patent / Pub. No.	Serial No.	Status	Owner
US9,928,738	US15/185,531	Granted	Traffic Technology Services, Inc.
US9,396,657	US14/252,491	Granted	Traffic Technology Services, Inc.
US10,192,436	US15/899,189	Granted	Traffic Technology Services, Inc.
US10,008,113	US15/179,850	Granted	Traffic Technology Services, Inc.
US10,140,862	US15/993,417	Granted	Traffic Technology Services, Inc.
US10,878,693	US16/660,601	Granted	Traffic Technology Services, Inc.
US11,113,957	US15/943,212	Granted	Traffic Technology Services, Inc.
US10,559,201	US16/268,352	Granted	Traffic Technology Services, Inc.
US10,733,883	US16/449,064	Granted	Traffic Technology Services, Inc.
US10,937,313	US16/704,734	Granted	Traffic Technology Services, Inc.
US11,482,104	US17/173,096	Granted	Traffic Technology Services, Inc.
EP3905216	EP21157004.9	Pending	Traffic Technology Services, Inc.
N/A	EP21715440.0	Withdrawn	University of Tennessee Research Foundation; Traffic Technology Services, Inc.
EP3314601	EP16745223.4	Pending	Traffic Technology Services, Inc.
FR3411867	EP17733256.6	Granted	Traffic Technology Services, Inc.
DE602017010173.70	EP17733256.6	Granted	Traffic Technology Services, Inc.
GB3411867	EP17733256.6	Granted	Traffic Technology Services, Inc.
CNZL201980067763.9	201980067763.9	Granted	Traffic Technology Services, Inc.
FR3871207	EP19876312.0	Granted	Traffic Technology Services, Inc.
DE3871207	EP19876312.0	Granted	Traffic Technology Services, Inc.
UK3871207	EP19876312.0	Granted	Traffic Technology Services, Inc.
DE112019006182.8	PCT/US2019/064739	Granted	Traffic Technology Services, Inc.
US 2023-0013604	17/947,106	Pending, Notice of Allowance Issued	Traffic Technology Services, Inc.

EXHIBIT C

Trademarks

Registered Trademarks

Mark	Country	Reg. No. (Ser. No)	Owner of Record	Status
PERSONAL SIGNAL ASSISTANT	US	US5,387,647 (US87/159,609)	Traffic Technology Services, Inc.	In force

[Exhibit C]

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