

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI94648

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIOVISION TECHNOLOGIES INCORPORATED		03/01/2024	a company organized under laws of Ontario: CANADA
RECEIVING PARTY DATA			
Company Name:	Comerica Bank		
Street Address:	39200 Six Mile road		
Internal Address:	NATIONAL DOCUMENTATION SERVICES, MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas Banking Association : TEXAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5271534	MIOVISION	
Registration Number:	7058333	MIOVISION CORE	
Registration Number:	5952591	MIOVISION SCOUT	
Registration Number:	5635589	MIOVISION SPECTRUM	
Registration Number:	5934919	SMART CITIES START HERE	
Serial Number:	98167255	SMARTPHONE OF THE INTERSECTION	
Serial Number:	97603822		
CORRESPONDENCE DATA			
Fax Number:	7349302483		
<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		

OP \$190.00.00 86340296

DATE SIGNED:

03/14/2024

Total Attachments: 8

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Miovision Technologies Incorporated)**

This Amended and Restated Intellectual Property Security Agreement is made the 1st day of March, 2024 (as the same may from time to time be amended, restated, modified or supplemented, this "**Agreement**") between **MIOVISION TECHNOLOGIES INCORPORATED**, a company organized under laws of Ontario ("**Grantor**") and **COMERICA BANK** ("**Bank**").

RECITALS

A. Bank, Grantor and Traffop Corp. ("**Traffop US**") entered into that certain Second Amended and Restated Loan Agreement made as of March 16, 2022, as amended by the First Amendment to Second Amended and Restated Loan Agreement made as July 29, 2022, the Second Amendment to Second Amended and Restated Loan Agreement made as September 14, 2022, the Third Amendment to Second Amended and Restated Loan Agreement made as October 5, 2022 and the Second Amendment to Second Amended and Restated Loan Agreement made as December 7, 2023 (the "**Original Loan Agreement**").

B. Bank, Grantor, Microtraffic Inc., Traffop US, 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. propose to enter into a Third Amended and Restated Loan Agreement made as of the date hereof (the "**A&R Loan Agreement**") which amends and restates, in its entirety the Original Loan Agreement (the Original Loan Agreement, together with the A&R Loan Agreement, as the same may be amended from time to time, the "**Loan Agreement**").

D. Pursuant to the terms of that certain Amended and Restated 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**"), 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 Collateral including certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Documents and otherwise. All terms used without definition in this Agreement shall have the meaning assigned to them in the Security Agreement.

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 its obligations under the Loan Agreement, the Security Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 (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 any of 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 or the Security Agreement,



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 related 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.

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by e-mail in pdf format shall, in each case, be effective as delivery of a manually executed counterpart of this Agreement.

The parties agree that this Agreement may be executed by electronic signatures. The parties further 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 (a) to be "written" or "in writing," and (b) 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.

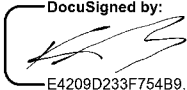
This Agreement constitutes an amendment and restatement of the Intellectual Property Security Agreement entered into as of January 27, 2015 between Grantor and Bank (as amended from time to time prior to the date hereof, the "**Existing IP Security Agreement**"), effective from and after the date hereof. The execution and delivery of this Agreement shall not constitute a novation of any liens or security interests granted in favor of, or indebtedness or other obligations owing to, Bank under the Existing IP Security Agreement based on facts or events occurring or existing prior to the execution and delivery of this Agreement. On the date hereof, the liens, security interest and other agreements described in the Existing IP Security Agreement, shall be amended, supplemented, modified and restated in their entirety by the liens, security interests and other agreements described herein, and all liens and security interests granted, and all indebtedness and other obligations of Grantor outstanding as of such date, under the Existing IP Security Agreement, shall be deemed to be liens and security interests hereunder, or indebtedness and obligations outstanding hereunder, as the case may be, without any further action by any Person.

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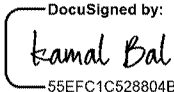
IN WITNESS WHEREOF this Agreement has been executed as of the date first written above.

MIOVISION TECHNOLOGIES INCORPORATED

By:  DocuSigned by:
E4209D233F754B9...

Name: Kurtis McBride
Title: Chief Executive Officer

COMERICA BANK

By:  DocuSigned by:
55EFC1C528804B5...

Name: Kamal Bal
Title: Senior Vice President



EXHIBIT A

Copyrights

Nil.

**EXHIBIT B****Patents**Canadian Patents

NO.	OWNER	PATENT	APPL./REG. NO.
1.	Miovision Technologies Incorporated	METHOD AND SYSTEM FOR ANALYZING MULTIMEDIA CONTENT	2722300
2.	Miovision Technologies Incorporated	SYSTEM AND METHOD FOR MODELING AND OPTIMIZING THE PERFORMANCE OF TRANSPORTATION NETWORKS	2824337
3.	Miovision Technologies Incorporated	MACHINE LEARNING PLATFORM FOR PERFORMING LARGE SCALE DATA ANALYTICS	2952576
4.	Miovision Technologies Incorporated	SYSTEM AND METHOD FOR COMPRESSING VIDEO DATA	2967495
5.	Miovision Technologies Incorporated	SYSTEM AND METHOD FOR CONNECTING TRAFFIC INTERSECTIONS	2978973
6.	Miovision Technologies Incorporated	SYSTEM AND METHOD FOR DETECTING AND TRACKING OBJECTS	2995866
7.	Miovision Technologies Incorporated	SYSTEM AND METHOD FOR PROVIDING A DIGITAL INTERSECTION	3091402
8.	Miovision Technologies Incorporated	BLOCKCHAIN DATA EXCHANGE NETWORK AND METHODS AND SYSTEMS FOR SUBMITTING DATA TO AND TRANSACTING DATA ON SUCH A NETWORK	3098730
9.	Miovision Technologies Incorporated	AUTOMATIC AND SEMI-AUTOMATIC TRAFFIC CONFIGURATION SYSTEM	3198737

US Patents

Title	App. No.	Patent No.	Owner
System And Methods for Quantifying Greenhouse Gas Emissions Via Measurement and Modelling of Traffic Data and For Influencing Traffic Signaling to Reduce Such Emissions	18/180,489	NA	MIOVISION TECHNOLOGIES INCORPORATED
Automatic and Semi-Automatic Traffic Configuration System	17/529,455	NA	MIOVISION TECHNOLOGIES INCORPORATED
Blockchain Data Exchange Network and Methods and Systems for Submitting Data To and Transacting Data on Such a Network	17/250,009	NA	MIOVISION TECHNOLOGIES INCORPORATED



Title	App. No.	Patent No.	Owner
Machine Learning Platform for Performing Large Scale Data Analytics	15/382,130	10902270	MIOVISION TECHNOLOGIES INCORPORATED
System and Method for Providing a Digital Intersection	15/733,513	NA	MIOVISION TECHNOLOGIES INCORPORATED
SYSTEM AND METHOD FOR PERFORMING SALIENCY DETECTION USING DEEP ACTIVE CONTOURS	15/609,212	10699151	MIOVISION TECHNOLOGIES INCORPORATED
SYSTEM AND METHOD FOR COMPRESSING VIDEO DATA	14/957,079	10567771	MIOVISION TECHNOLOGIES INCORPORATED
System and Method for Detecting and Tracking Objects	15/255,326	10108863	MIOVISION TECHNOLOGIES INCORPORATED
System and Method for Connecting Traffic Intersections	15/150,128	9836969	MIOVISION TECHNOLOGIES INCORPORATED
SYSTEM AND METHOD FOR MODELING AND OPTIMIZING THE PERFORMANCE OF TRANSPORTATION NETWORKS	13/019,120	8666643	MIOVISION TECHNOLOGIES INCORPORATED
METHOD AND SYSTEM FOR ANALYZING MULTIMEDIA CONTENT	12/104092	8204955	MIOVISION TECHNOLOGIES INCORPORATED

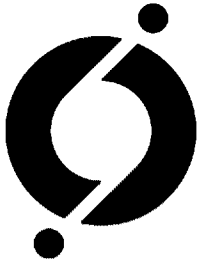
**EXHIBIT C****Trademarks**Canadian Trademarks

NO.	OWNER	TRADEMARK	APPL. NO.	REG. NO.
1.	Miovision Technologies Incorporated	MIOVISION	1678453	TMA924678
2.	Miovision Technologies Incorporated	MIOVISION CORE	2125525	
3.	Miovision Technologies Incorporated	MIOVISION DATALINK	1890497	TMA1029688
4.	Miovision Technologies Incorporated	MIOVISION SCOUT	1810849	TMA1002914
5.	Miovision Technologies Incorporated	MIOVISION SPECTRUM	1810848	TMA990823
6.	Miovision Technologies Incorporated	MIOVISION TRAFFICLINK	1890496	TMA1029674
7.	Miovision Technologies Incorporated	Node Design	2210496	
8.	Miovision Technologies Incorporated	SMART CITIES START HERE	1850293	TMA1029717
9.	Miovision Technologies Incorporated	SMARTPHONE OF THE INTERSECTION	2278110	

US Trademarks

Mark	App. No./Reg. No.	Owner
<u>MIOVISION</u>	RN: 5271534 SN: 86340296	Miovision Technologies Incorporated
<u>MIOVISION CORE</u>	RN: 7058333 SN: 90876511	Miovision Technologies Incorporated
<u>MIOVISION SCOUT</u>	RN: 5952591 SN: 87459294	Miovision Technologies Incorporated
<u>MIOVISION SPECTRUM</u>	RN: 5635589 SN: 87459291	Miovision Technologies Incorporated



Mark	App. No./Reg. No.	Owner
<u>SMART CITIES START HERE</u>	RN: 5934919 SN: 87780141	Miovision Technologies Incorporated
<u>SMARTPHONE OF THE INTERSECTION</u>	SN: 98167255	Miovision Technologies Incorporated
<u>Design Only</u> 	SN: 97603822	Miovision Technologies Incorporated