

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM1204893

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MODAXO TRAFFIC MANAGEMENT USA INC.		04/30/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	BANK OF MONTREAL		
<b>Street Address:</b>	100 King Street West, 18th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5X 1A1		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6150684	CITEWEB	
<b>Registration Number:</b>	4749176	CITYSIGHT	
<b>Registration Number:</b>	5873725	DRIVESAFE	
<b>Registration Number:</b>	3204269	ETIMS	
<b>Registration Number:</b>	3204268	ETIMS	
<b>Registration Number:</b>	4238456	MERGE	
<b>Registration Number:</b>	4693656	PAYTIX	
<b>Registration Number:</b>	4291695	POCKETPEO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6506492649		
<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>			
<b>Phone:</b>	(650752-2447		
<b>Email:</b>	khamel@ktslaw.com		
<b>Correspondent Name:</b>	Mr. Karl Hamel		
<b>Address Line 1:</b>	1302 El Camino Real, Suite 175		
<b>Address Line 4:</b>	Menlo Park, CALIFORNIA 95025		
<b>ATTORNEY DOCKET NUMBER:</b>	1428934		
<b>NAME OF SUBMITTER:</b>	KARL HAMEL		

OP \$215.00.00 88550504

<b>SIGNATURE:</b>	KARL HAMEL
<b>DATE SIGNED:</b>	05/01/2024
<b>Total Attachments: 4</b> source=BMO_Modaxo (Project Vector)_ US Trademark Security Agreement (final_ executed) (002)#page1.tif source=BMO_Modaxo (Project Vector)_ US Trademark Security Agreement (final_ executed) (002)#page2.tif source=BMO_Modaxo (Project Vector)_ US Trademark Security Agreement (final_ executed) (002)#page3.tif source=BMO_Modaxo (Project Vector)_ US Trademark Security Agreement (final_ executed) (002)#page4.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2024, is made by **MODAXO TRAFFIC MANAGEMENT USA INC.**, a Delaware corporation (“*Grantor*”), in favor of **BANK OF MONTREAL**, a Canadian chartered bank, as Administrative Agent (in such capacity, together with its successors and assigns in such capacity, “*Administrative Agent*”).

### WITNESSETH:

WHEREAS, Grantor, the other parties thereto and Administrative Agent have entered into a Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, Grantor, the other parties thereto and Administrative Agent have entered into a Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Administrative Agent and the Lenders to enter into the Credit Agreement and to make the extensions of credit to Grantor contemplated thereunder, Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges and grants to Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “*Trademark Collateral*”):

(a) all of its trademarks, trade names, fictitious business names, service marks, logos, trade dress and other source or business identifiers (whether registered or unregistered), now existing or hereafter adopted or acquired, and all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any political subdivision thereof, or otherwise, and all common-law rights related thereto and all trademark licenses providing for the grant by or to Grantor of any right under any trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any trademark application that is filed on an “intent-to-use” basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

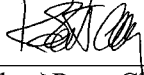
Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

Section 7. Administrative Agent. Each reference herein to any right granted to, benefit conferred upon or power exercisable by "Administrative Agent" shall be a reference to Administrative Agent for the benefit of the Secured Parties, and each action taken or right exercised hereunder shall be deemed to have been so taken or exercised by Administrative Agent for the benefit of the Secured Parties.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MODAXO TRAFFIC MANAGEMENT USA INC.

By:   
Name: Robert Peter Clay  
Title: CFO

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>
CITEWEB	6,150,684	9/15/2020	Registered
CitySight	4,749,176	6/2/2015	Registered
DriveSafe	5,873,725	10/1/2019	Registered
ETIMS	3,204,269	1/30/2007	Registered
ETIMS STYLIZED	3,204,268	1/30/2007	Registered
MERGE	4,238,456	11/6/2012	Registered
PayTix	4,693,656	2/24/2015	Registered
POCKETPEO	4,291,695	2/19/2013	Registered