

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Miovision Technologies Incorporated	12/01/2011
RECEIVING PARTY DATA	
Name:	Investeco Private Equity Fund III, L.P.
Street Address:	70 The Esplanade
Internal Address:	Suite 400
City:	Toronto
State/Country:	ONTARIO
Postal Code:	M5E 1R2
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13019120
CORRESPONDENCE DATA	
Fax Number:	(519)571-5009
Phone:	519-575-7509
Email:	val.cottrill@gowlings.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Valentine A. Cottrill
Address Line 1:	50 Queen Street North
Address Line 2:	Suite 1020, Box 2248
Address Line 4:	Kitchener, ONTARIO N2H 6M2
ATTORNEY DOCKET NUMBER:	K0544535
NAME OF SUBMITTER:	Valentine A. Cottrill
Total Attachments: 2 source=General Security Agreement Amending Agreement#page1.tif source=General Security Agreement Amending Agreement#page2.tif	

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## GENERAL SECURITY AGREEMENT AMENDING AGREEMENT

**THIS GENERAL SECURITY AGREEMENT AMENDING AGREEMENT** (the "**Amending Agreement**") made as of the 1st day of December, 2011.

**BETWEEN:**

**MIOVISION TECHNOLOGIES INCORPORATED**  
(the "**Borrower**")

- and -

**INVESTECO PRIVATE EQUITY FUND III, L.P.**  
(the "**Lender**")

**WHEREAS:**

- A. the Borrower is indebted to the Lender pursuant to, among other things, a loan agreement dated March 31, 2011 (the "**Loan Agreement**");
- B. as security for such indebtedness, the Borrower granted a security interest in all of its present and after-acquired personal property, including its Intellectual Property, pursuant to a general security agreement dated March 31, 2011 (the "**GSA**");
- C. the Borrower has recently been assigned additional patent applications and the Borrower and the Lender have agreed to enter into this Amending Agreement to update Schedule "A" to the GSA.

**NOW THEREFORE** in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. The preamble hereto forms an integral part hereof.
- 2. Capitalized terms used but not otherwise defined in this Amending Agreement will have the meaning given to them in the GSA.
- 3. The Borrower and the Lender hereby agree that the GSA is amended by the addition of the following to paragraph 1.(b) of Schedule "A" of the GSA:
  - o Patent application filed for the system and method for modelling and optimizing the performance of transportation networks, filed February 1, 2011. The United States application number is 13/019,120 and the applicant is Kurtis McBride, et al. The PCT International patent application number is PCT/CA2011/000106 and the publication number is WO 2011/091523. Both the United States application and the PCT International application have been assigned to the Borrower and notice of such assignments has been filed with the applicable patent offices.
- 4. The Borrower hereby confirms the mortgage, charge, assignment and transfer to the Lender and the grant of a general and continuing security interest in all of the Borrower's present and after-acquired personal property (including, without limitation, the Intellectual Property and the above-described patent application) to and in favour of the Lender pursuant to the GSA.

5. The Borrower acknowledges and agrees that the GSA remains in full force and effect, subject to the provisions hereof, unamended.
6. This Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
7. This Amending Agreement may be executed in any number of counterparts, each of which shall be deemed to be original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Amending Agreement to produce or account for more than one such counterpart signed by each of the parties hereto. Delivery by any party or other signatory of an executed counterpart of this Amending Agreement by facsimile or electronic mail or in PDF format shall be equally effective as delivery of an original executed counterpart of this Amending Agreement. Any party delivering an executed counterpart of this Amending Agreement by facsimile or electronic mail or in PDF format also shall promptly deliver an original executed counterpart of this Amending Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amending Agreement.

IN WITNESS WHEREOF the parties have caused this Amending Agreement to be duly executed.

**MIOVISION TECHNOLOGIES  
INCORPORATED**

Per: \_\_\_\_\_

Name: Harold Bass  
Title: CEO & Director of Finance

Per: \_\_\_\_\_

Name: Tony Brippa  
Title: COO / Secretary  
(We have the authority to bind the corporation)

**INVESTECO PRIVATE EQUITY FUND III,  
L.P., by its General Partner, INVESTECO  
GENERAL PARTNER III CORP.**

Per: \_\_\_\_\_

Name: Alex Chamberlain  
Title: Vice President  
(We have the authority to bind the Lender)