

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323512

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	HYPOTHEC ON UNIVERSALITY OF MOVABLE ASSETS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TRAFFIC TECH INC.		10/31/2014	CORPORATION: CANADA
TRAFFIC TECH INTERNATIONAL INC.		10/31/2014	CORPORATION: CANADA
TRAFFIC TECH, INC.		10/31/2014	CORPORATION: CALIFORNIA
TRAFFIC TECH INTERNATIONAL, US, LLC		10/31/2014	LIMITED LIABILITY COMPANY: VIRGINIA
4 ELEMENTS, INC.		10/31/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK CANADA BRANCH		
<b>Street Address:</b>	One Place Ville Marie		
<b>Internal Address:</b>	Suite 2001		
<b>City:</b>	Montreal		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H3B 2C4		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3409061	TRAFFIC TECH	
<b>Registration Number:</b>	3456751	TRAFFIC TECH INCORPORATED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>	215-569-5619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	Blank Rome LLP		
<b>Address Line 2:</b>	One Logan Square, 8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-01831		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		

OP \$65.00 3409061

TRADEMARK

<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	11/18/2014
<b>Total Attachments: 12</b> source=Traffic_Tech_-_Borrowers_Hypothec#page1.tif source=Traffic_Tech_-_Borrowers_Hypothec#page2.tif source=Traffic_Tech_-_Borrowers_Hypothec#page3.tif source=Traffic_Tech_-_Borrowers_Hypothec#page4.tif source=Traffic_Tech_-_Borrowers_Hypothec#page5.tif source=Traffic_Tech_-_Borrowers_Hypothec#page6.tif source=Traffic_Tech_-_Borrowers_Hypothec#page7.tif source=Traffic_Tech_-_Borrowers_Hypothec#page8.tif source=Traffic_Tech_-_Borrowers_Hypothec#page9.tif source=Traffic_Tech_-_Borrowers_Hypothec#page10.tif source=Traffic_Tech_-_Borrowers_Hypothec#page11.tif source=Traffic_Tech_-_Borrowers_Hypothec#page12.tif	

## HYPOTHEC ON UNIVERSALITY OF MOVABLE ASSETS

Memorandum of Agreement made at Montreal, Quebec, on the thirty-first (31<sup>st</sup>) day of October, 2014.

BETWEEN:

**TRAFFIC TECH INC.**, a corporation incorporated under the laws of Canada and having its chief executive office at 6665 Cote de Liesse, Suite 200, St-Laurent, in the Province of Quebec, H4T 1Z5, Canada

**TRAFFIC TECH INTERNATIONAL INC.**, a corporation incorporated under the laws of Canada and having its chief executive office at 6665 Cote de Liesse, Suite 200, St-Laurent, in the Province of Quebec, H4T 1Z5, Canada

**TRAFFIC TECH, INC.**, a California corporation having its chief executive office at 180 N, Michigan Avenue, Suite 1210, Chicago, IL 60601, U.S.A.

**TRAFFIC TECH INTERNATIONAL, US, LLC**, a Virginia limited liability company having its chief executive office at 10801-10811 N.W. 122<sup>nd</sup> Street, Medley, Florida, 33178, U.S.A.

**4 ELEMENTS, INC.**, a California corporation having its chief executive office at 180 N, Michigan Avenue, Suite 1210, Chicago, IL 60601, U.S.A.

(hereinafter collectively the "**Grantors**" and each a "**Grantor**")

AND:

**PNC BANK CANADA BRANCH**, a corporation incorporated under the laws of Canada, having a place of business at One Place Ville Marie, Suite 2001, Montreal, Quebec, H3B 2C4, Canada

(hereinafter the "**Lender**")

**WHEREAS** the Lender has entered into the Credit Agreement (as hereinafter defined) with the Grantors;

**WHEREAS** as a condition precedent to the Grantors becoming borrowers under the Credit Agreement (as hereinafter defined), the Lender requires security from the Grantors to guarantee performance of their obligations to the Lender;

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AND UNDERSTAND AS FOLLOWS:**

**SECTION 1 - INTERPRETATION**

The following words and phrases, wherever used in this Agreement shall, unless there be something in the context inconsistent therewith, have the following meanings:

**1.1 "Agreement"** means the present deed of hypothec, as it may hereafter be amended, supplemented, modified, extended, renewed, replaced or restated from time to time.

**1.2 "Claims"** means, with respect to any one of the Grantors, the universality of the claims of such Grantor including, without limitation, all cash, cash equivalents (including, without limitation, certificates of deposit, time deposits, commercial paper and marketable obligations issued by the Government of Canada), bank accounts, accounts receivable, claims, debts, accounts and monies of every nature which now are or which may at any time hereafter be due, owing or accruing to or owned by such Grantor, and also all securities, bills, notes, negotiable instruments and other documents now held or owned or which may be hereafter taken, held or owned by such Grantor or anyone on behalf of such Grantor in respect of any of the foregoing or any part thereof.

**1.3 "Collateral"** means, with respect to any one of the Grantors, the universality of all of the movable property, rights and assets of such Grantor, present and future, corporeal and incorporeal, of whatsoever nature and wheresoever situated, including, without limitation, all contractual rights of such Grantor, the undertaking of such Grantor, Claims, Equipment, Intellectual Property, Records, Securities and Proceeds.

**1.4 "Credit Agreement"** means that certain revolving credit agreement dated as of April 29, 2011, as amended by that certain Waiver and First Amendment Agreement dated as of April 15, 2013 and as amended by that certain Second Amendment Agreement dated on or about the date hereof and entered into or to be entered into between, *inter alia*, the Lender, as lender and issuer, and the Grantors, as borrowers, as further amended, modified, restated or replaced from time to time.

**1.5 "Delivery"** and the corresponding term **"Delivered"** when used with respect to all or any part of the Collateral means: (i) in the case of Collateral constituting certificated securities (within the meaning of the STA), transfer thereof to the Lender or its nominee(s) by physical delivery of the security certificates (as defined in the STA) to the Lender's mandatary, such Collateral to be endorsed for transfer or accompanied by stock powers of attorney duly executed in blank, all in form and content satisfactory to the Lender; (ii) in the case of Collateral constituting uncertificated securities (within the meaning of the STA), (A) registration thereof on the books and records of the issuer thereof in the name of the Lender or its nominee(s) or (B) the execution and delivery by the issuer thereof of an effective agreement, pursuant to which such issuer agrees that it will comply with instructions originated by the Lender or its nominee(s) without further consent of the relevant Grantor or any other person; and (iii) in each case such additional or alternative procedures as may hereafter become reasonably appropriate to grant "control" (within the meaning of the STA) of, or otherwise render a hypothec opposable in respect of any Collateral in favour of the Lender or its nominee(s).

**1.6 "Event of Default"** shall have the meaning ascribed thereto in the Credit Agreement.

**1.7 "Equipment"** shall mean and include as to each Grantor all of such Grantor's goods (other than Inventory) whether now owned or hereafter acquired and wherever located including all equipment, machinery, apparatus, motor vehicles, fittings, furniture, furnishings, fixtures, parts, accessories and all replacements and substitutions therefor or accessions thereto, and shall include the motor vehicles listed in Schedule A hereto.

**1.8 "Grantors"** has the meaning ascribed to such term in the preamble hereinabove and includes any successor corporations.

**1.9 "Intellectual Property"** means, with respect to any one of the Grantors, all confidential information, copyrights, designs, licence agreements, patents, software and trademarks of such Grantor and shall include the intellectual property listed in Schedule A hereto.

**1.10 "Inventory"** shall mean and include as to each Grantor all of such Grantor's now owned or hereafter acquired goods, merchandise and other personal property, wherever located, to be furnished under any consignment arrangement, contract of service or held for sale or lease, all raw materials, work in process, finished goods and materials and supplies of any kind, nature or description which are or might be used or consumed in such Grantor's business or used in selling or furnishing such goods, merchandise and other personal property, and all documents of title or other documents representing them.

**1.11 "Obligations"** shall have the meaning ascribed thereto in the Credit Agreement.

**1.12 "Other Documents"** shall have the meaning ascribed thereto in the Credit Agreement.

**1.13 "Proceeds"** means identifiable or traceable movable property in any form derived directly or indirectly from any dealing with the Collateral or the proceeds therefrom, including, for greater certainty and without limitation, any payment or right to a payment or insurance representing an indemnity or compensation for loss of or damage to the Collateral or any part thereof or proceeds therefrom.

**1.14 "Records"** means, with respect to any one of the Grantors, all books, records, files, papers, disks, documents and other repositories of data recording in any form or medium, evidencing or relating to the Collateral which are at any time owned by such Grantor or to which such Grantor (or any person on such Grantor's behalf) has access.

**1.15 "Securities"** means, with respect to any one of the Grantors, collectively, all shares, stocks, warrants, bonds, debentures, debenture stock and other securities, security entitlements and financial assets (each term within the meaning of the STA) in which such Grantor now or hereinafter has an interest.

**1.16 "STA"** means an *Act respecting the transfer of securities and the establishment of security entitlements* (Quebec), as such legislation may be amended, renamed or replaced from time to time, and includes all regulations from time to time adopted under such legislation.

**1.17** Reference herein to amounts of money or to currency shall mean lawful money of Canada.

**1.18** Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and words importing persons shall include firms, associations and corporations and vice versa when the context so requires, except where this would prejudice the rights or interests of the hypothecary creditor or invalidate the security granted hereunder.

**1.19** In the event of a conflict or inconsistency between the provisions of the Credit Agreement and this Agreement, the Credit Agreement shall govern and control (other than with respect to the provisions regarding the creation, preservation and enforcement of the hypothec created hereby which, in the event of any such conflict or inconsistency, shall be governed and controlled by this Agreement). For greater certainty, any provision contained in this Agreement shall not be in conflict with, or inconsistent with, any provision of the Credit Agreement unless the Grantors cannot comply with both provisions.

**1.20** Each of the Grantors confirms having received a copy of and read and understood the Credit Agreement referred to herein.

## **SECTION 2 - CHARGING PROVISIONS**

**2.1** As continuing collateral security for the due payment, performance and satisfaction of all present and future indebtedness, liabilities and obligations now or hereafter arising or owed, direct or indirect, absolute or contingent, joint or solidary, as principal or surety, of the Grantors towards the Lender under this Agreement, the Credit Agreement and any of the Other Documents, including without limitation, all Obligations, each of the Grantors does hereby hypothecate the Collateral in favour of the Lender for the sum of \$65,000,000.00 together with interest thereon at a rate (for the purposes of the hypothec created under this Agreement) of 25% per annum from the date hereof.

**2.2** The hypothec which is granted in this Agreement evidences a pledge of such of the Collateral which is Delivered to or now in possession of the Lender or its nominee(s), as well as a pledge of any of the Collateral which may in the future be Delivered to or held by the Lender or its nominee(s). In addition, each of the Grantors represents and warrants to the Lender as follows: (i) the Securities are Delivered to the Lender in Montreal, Quebec, (ii) the description of the Securities owned by each of the Grantors as disclosed to the Lender accurately represents all Securities owned by each of the Grantors, (iii) the Securities have been duly authorized and validly issued and are fully paid and non-assessable, and (iv) no person other than the Lender has "control" (within the meaning of the STA) over any of the Securities.

**2.3** The hypothec hereby made and created is continuing collateral security without delivery and shall have effect and subsist whether or not the moneys secured or any part thereof shall be advanced before, upon or after the date of the execution or registration hereof. The hypothec and charges created herein will subsist (subject to the remainder of this Section) notwithstanding any fluctuation or repayment of the obligations hereby secured. Each of the Grantors shall be deemed to obligate itself again, as provided in Article 2797 of the *Civil Code of Québec* (the "**Code**"), with respect to any future obligation hereby secured, unless the hypothec created herein has previously been discharged by the Lender. The Lender shall be obligated to discharge and grant mainlevée of the hypothec created herein at the request of the Grantors once all of the Obligations have been fully and finally discharged and paid and all other obligations hereby secured have been repaid or satisfied, as applicable.

**2.4** Each of the Grantors shall, from time to time, forthwith upon the request of the Lender, execute all deeds and documents and do all things which, in the reasonable opinion of the Lender's legal advisers, are necessary or advisable to confer upon the Lender the rights and hypothec hereby intended to be conferred and to give effect to the provisions hereof.

**2.5** Each of the Grantors shall be responsible for any taxes which may be a component of the Claims or which have been levied or charged in respect of the underlying goods or services which gave rise to such Claims and shall immediately reimburse the Lender for any such taxes which the Lender is required to pay or remit to a taxation authority, upon any Grantor's failure to do so.

**2.6** Each of the Grantors represents and warrants that, as of the date hereof, the Collateral is not subject to any hypothec, prior claim or other third party secured rights other than (i) the hypothec granted hereunder; and (ii) as permitted under the Credit Agreement.

### **SECTION 3 - DEFAULT AND RECOURSES**

**3.1** Each of the Grantors shall be in default with respect to the hypothec created hereunder upon the occurrence of an Event of Default.

**3.2** Upon the occurrence of an Event of Default, the Lender shall be entitled to exercise any right or recourse which hypothecary creditors may choose to exercise in accordance with applicable law including, without limitation, all rights of creditors referred to in Chapter V of Title Three of Book Six of the Code. Without limiting the foregoing, and in addition to its rights under Section 4 of this Agreement, the Lender may exercise all recourses available to hypothecary creditors under the applicable law and may realize on the hypothec created hereunder, including enforcing the hypothecary rights provided in the Code. The Lender shall only be required to exercise reasonable care in the exercise of any rights or recourses and, in any event, shall only be liable for its intentional or gross fault.

**3.3** Upon the occurrence and during the continuance of an Event of Default, each of the Grantors agrees to assemble the Collateral and make such Collateral available to the Lender at places where the Lender shall reasonably select, whether at the premises of the Grantors or elsewhere.

**3.4** Each of the Grantors shall be in default, within the meaning of Article 1594 of the Code, whenever and for so long as an Event of Default shall have occurred and be continuing.

### **SECTION 4 - RIGHTS OF THE LENDER**

**4.1** Each of the Grantors hereby constitutes and appoints the Lender as its irrevocable mandatary, with full power of substitution. In such capacity, the Lender may, at any time an Event of Default exists or has occurred and is continuing, perform any act and sign any document necessary or useful to the exercise of the rights and recourses conferred upon the Lender hereunder. In the event that the Lender delegates to another person the exercise of rights or recourses arising from this Agreement, the Lender may provide that person with any information it may have concerning any of the Grantors or the Collateral.

**4.2** Without limiting the generality of Section 4.1 above, each of the Grantors agrees that, to the extent permitted by law, the Lender may, following the occurrence of an Event of Default, during the enforcement of the security created hereunder, but is not obliged to:

4.2.1 cease or continue the use or operation of the Collateral, including, without limiting the generality of the foregoing:

- (a) sign any lease, service contract or management contract or renew, cancel or resiliate any such contract and execute any deed on behalf of any of the Grantors;
- (b) maintain or repair the Collateral at the expense of the Grantors;
- (c) pay on behalf of any one of the Grantors any third person having Claims against the Collateral of such Grantor;

4.2.2 dispose of any of the Collateral likely to perish, rapidly depreciate or decrease in value;

4.2.3 fulfil any of the undertakings of the Grantors relating to the Collateral;

4.2.4 use, administer or exercise any right pertaining to the Collateral;

4.2.5 use the premises where the Collateral is located; and

4.2.6 subject to service and registration of a prior twenty (20) day notice to the relevant Grantor, exercise any right attached to the shares or other securities included in the Collateral, including any right to vote and any right of conversion or redemption.

**4.3** If, at any time, the Lender has possession of the Collateral, it shall have no obligation to maintain the use for which the Collateral is normally intended, to make it productive or to continue its use or operation.

**4.4** In the event that the Lender obtains the surrender of the whole or any portion of the Collateral and until such time as such Collateral is restored to a Grantor or, as regards any portion thereof, the Lender has concluded a recourse by way of taking in payment, sale by the creditor, sale under judicial authority or otherwise, or in the event that the Lender withdraws such Grantor's right to collect the Claims, then, notwithstanding any provision of law to the contrary which may apply as a result of the Lender having acquired or being deemed to have acquired simple, full or any other administration of the whole or any portion of the Collateral:

4.4.1 the Lender will be entitled to delegate the whole or any part of the administration of any Collateral (including without limitation, the exercise of all discretionary powers) to such person(s) as the Lender may designate or re-designate in the Lender's sole discretion (any such person being herein referred to as an "**Administrator**");

4.4.2 the Lender and any Administrator will be entitled to reimbursement of all costs and expenses (including, without limitation, all costs, expenses and reasonable fees incurred by any attorneys or other persons engaged by the Lender or the Administrator in order to assist in such administration or any matter pertaining thereto), as well as all reasonable fees of the Lender and the Administrator incurred in such administration, all of which may be charged



by the Lender against any fruits, revenues or proceeds of alienation of the whole or any portion of the Collateral;

4.4.3 the Lender or the Administrator may alienate any Collateral which by its nature is destined for alienation in the course of the operation of the enterprise of a Grantor, by onerous title in such manner as it, in its sole discretion, deems appropriate, the whole notwithstanding that it may have only simple administration of the Collateral;

4.4.4 the Lender will be entitled to acquire the whole or any portion of any Collateral alienated by onerous title in the course of any administration thereof;

4.4.5 in the event that the Lender or the Administrator acquires full administration of any Collateral, neither the Lender nor the Administrator will be under any obligation whatsoever to make such Collateral productive, increase such Collateral or the value thereof or appropriate such Collateral to any purpose other than fulfilment of the Obligations;

4.4.6 the Lender and the Administrator will be entitled to use for their own benefits any information which either of them may obtain by reason of their administration of the whole or any portion of the Collateral;

4.4.7 the Lender and the Administrator will be entitled, whether or not for value, to renounce to any right affecting, benefiting, pertaining to and/or forming part of any Collateral administered by either of them;

4.4.8 neither the Lender nor the Administrator will be obliged, in any manner whatsoever, to prepare any inventory of any Collateral, insure any Collateral or give any security for any Collateral or their administration thereof. Should the Lender or the Administrator, in its discretion, insure the whole or any portion of any Collateral, the costs and expenses of any insurance shall form part of the costs and expenses referred to in subparagraph 4.4.2 hereof;

4.4.9 the Lender and the Administrator may change the destination of the whole or any portion of any Collateral under their administration and will not be bound to continue the use or operation of any Collateral under their administration which produces fruits or revenues;

4.4.10 notwithstanding any provisions of law to the contrary, the Lender and the Administrator will only be obliged to render an account to a Grantor upon the written request of such Grantor and once the Lender or Administrator has determined, to its satisfaction, the details of such account; and

4.4.11 the Lender may, in its discretion, return the remaining Collateral to a Grantor, without any warranty or representation, express, tacit or implied, but without prejudice to any of its rights and recourses.

**4.5** In the event that the Lender exercises its hypothecary recourse of taking in payment and a Grantor requires the Lender to sell the Collateral which is so intended to be taken in payment, each of the Grantors acknowledges that the Lender shall not be disturbed in, or required to renounce to or abandon its recourse of taking in payment unless, before the expiration of the time limit to surrender, the Lender shall have (i) received security, which the Lender deems satisfactory, to the effect that the sale will be made at a price high enough for the Lender to be paid all amounts owing to it by the Grantors, (ii) been reimbursed the costs

incurred by the Lender, and (iii) been advanced all amounts necessary for the sale of the Collateral which is so intended to be taken in payment.

**4.6** In the event that, during the enforcement of the security created hereunder, the Lender sells the Collateral, the following will apply:

4.6.1 such Collateral may be sold subject to and upon such terms and conditions (including, without limitation, terms extending credit) by way of one (1) or more sales by private agreement, call for tenders or auction or combinations thereof as the Lender or the Administrator sees fit and the Lender or the Administrator may, at any time, change or substitute any method of sale for any other method of sale of such Collateral;

4.6.2 notwithstanding any provision of law to the contrary, in any call for tenders, the Lender or Administrator will not be obliged to accept the highest offer or any offer and, in the event that no offer is accepted, may proceed to sell such Collateral by any other method; and

4.6.3 each of the Grantors expressly agrees that the Lender will not be required to obtain or present to the Court appraisals of such Collateral and that such Collateral may be sold without any upset price therefor.

**4.7** Each of the Grantors agrees that in the event of a public sale or other sale of the Collateral, following the enforcement of the security created hereunder, the Lender, to the extent permitted by law, shall have the right to purchase the whole or any part of the Collateral so sold, free of any right, including any right of redemption by any Grantor, which rights are hereby waived and released by each of the Grantors.

**4.8** The Lender hereby authorizes the Grantors to collect repayments of capital or the revenues from any Claims, if any, included in the Collateral. This authorization may be withdrawn upon the occurrence of an Event of Default and for so long as such default is continuing in accordance with the Code with respect thereto or if a Grantor fails to make payment of any amount owing to a carrier engaged by it when due. In such event, the following will apply:

4.8.1 the Lender will be the only party authorized and entitled to collect, dispose of and deal with the Claims;

4.8.2 the Lender will have the right to collect, dispose of and deal with the Claims as it may deem expedient including, without limiting the generality of the foregoing, to demand, sue for, enforce, recover and receive payment of the Claims and to compound, compromise, grant extensions, take and give up securities, accept compositions and grant releases and discharges with respect thereto, the whole without notice to any Grantor and without any liability for any loss resulting therefrom;

4.8.3 actions to enforce rights with respect to the Claims may be instituted by the Lender, at its discretion, in its own name, in the name of any Grantor, or in the name of the Lender and any Grantor jointly; and

4.8.4 the Lender will not be obliged to inform any Grantor of any irregularity in the payment of any of the Claims.

**4.9** In addition thereto, at any time prior to the occurrence of an Event of Default, each of the Grantors shall be entitled to the benefit and use of the Collateral in the ordinary course of its business in accordance with, and subject to, the terms of the Credit Agreement.

**4.10** Any sum collected by the Lender in the exercise of its rights and recourses hereunder shall be applied to the payment of the obligations secured hereunder in accordance with the provisions of the Credit Agreement.

## **SECTION 5 - GENERAL PROVISIONS**

**5.1** This Agreement shall not operate as a novation of the obligations of the Grantors and the rights and recourses of the Lender hereunder are in addition to and not in substitution for, and are without prejudice to any other rights, recourses or security held by or available from time to time to the Lender in respect of the Obligations of the Grantors, the obligations of the Grantors hereunder, the present or future indebtedness of the Grantors or other obligations contracted or due by the Grantors.

**5.2** The Lender may grant extensions of time, take and give up security, accept compromises, grant releases and discharges and otherwise deal with each of the Grantors and, upon the occurrence of an Event of Default, with the Collateral as it may see fit without prejudice to the liability of the Grantors or its rights in respect of the security hereby constituted.

**5.3** Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under any applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

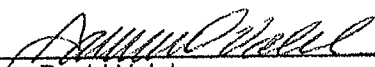
**5.4** This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

**5.5** The parties hereto confirm that they have requested that this Agreement and all related documents be drafted in English. *Les parties aux présentes ont exigé que le présent acte et tous les documents connexes soient rédigés en anglais.*

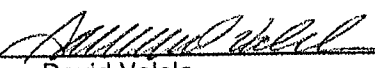
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IN WITNESS WHEREOF, the parties have executed this Agreement on the date and at the place first above-mentioned.

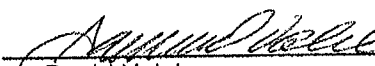
**TRAFFIC TECH INC.**

By:   
Name: David Valela  
Title: Vice-President Finance and Chief  
Financial Officer

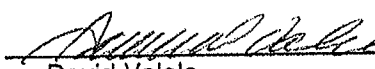
**TRAFFIC TECH INTERNATIONAL INC.**

By:   
Name: David Valela  
Title: Vice-President Finance and Chief  
Financial Officer

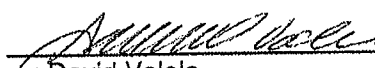
**TRAFFIC TECH, INC.**

By:   
Name: David Valela  
Title: Chief Financial Officer

**TRAFFIC TECH INTERNATIONAL, US, LLC**

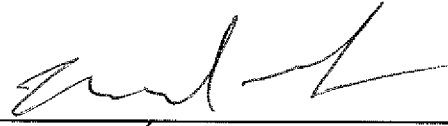
By:   
Name: David Valela  
Title: Chief Financial Officer

**4 ELEMENTS, INC.**

By:   
Name: David Valela  
Title: Chief Financial Officer

S - 2

**PNC BANK CANADA BRANCH**

By: 

Name: Michael Étienne

Title: Senior Vice President

**Schedule "A"**

**1. Intellectual Property**

**TRAFFIC TECH INC.:**

<b>Trade-mark</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Renewal Date</b>	<b>Registration Date</b>
Traffic Tech (name plus logo design)	1278967	TMA686,793	May 3, 2022	May 3, 2007
Traffic Tech (word mark/service mark) (U.S.)	78774092	3409061		April 8, 2008
Traffic Tech Incorporated (word mark/service mark) (U.S.)	77195893	3456751		July 1, 2008

**4 ELEMENTS, INC.:**

Copyright – "4SIGHT TRANSPORTATION MANAGEMENT SYSTEM SOFTWARE"

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**2. Motor Vehicles**

**TRAFFIC TECH INC.:**

<b>Model</b>	<b>Make</b>	<b>Model Year</b>	<b>Vehicle Identification Number</b>	<b>Province (s) ordinarily used in</b>
Ford	F150	2011	1FTFW1ET0BFA80725	Quebec
Ford	F150	2011	1FTFX1ET9BFB62367	Quebec
Ford	F Super Duty	2003	1FTNF21L73EA61605	Quebec
Ford	Expedition	2013	1FMJK2A51DEF15548	Quebec

**TRAFFIC TECH, INC.:**

<b>Model</b>	<b>Make</b>	<b>Model Year</b>	<b>Vehicle Identification Number</b>	<b>Province (s) ordinarily used in</b>
Ford	Mustang	2010	1ZVBP8JS1B5139463	Florida