

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ITERIS, INC.		07/29/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BENDIX COMMERCIAL VEHICLE SYSTEMS LLC		
Street Address:	901 Cleveland Street		
City:	Elyria		
State/Country:	OHIO		
Postal Code:	44035		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3190664	AUTOVUE	
Serial Number:	85129913	SAFETYDIRECT	
CORRESPONDENCE DATA			
Fax Number:	(949)725-4100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(949) 725-4000		
Email:	amina@sycr.com		
Correspondent Name:	Arnold V. Mina		
Address Line 1:	Stradling Yocca Carlson & Rauth		
Address Line 2:	660 Newport Center Drive, Suite 1600		
Address Line 4:	Newport Beach, CALIFORNIA 92660		
ATTORNEY DOCKET NUMBER:	016839-0015		
NAME OF SUBMITTER:	Arnold V. Mina		
Signature:	/Arnold V. Mina/		

CH \$65.00 3190664

Date:

08/02/2011

Total Attachments: 6

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PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This Patent and Trademark Assignment Agreement ("**Agreement**") dated as of July 29, 2011, is made by and between BENDIX COMMERCIAL VEHICLE SYSTEMS LLC, a Delaware limited liability company ("**Buyer**"), and ITERIS, INC., a Delaware corporation ("**Seller**").

A. Seller is the owner and registrant of certain trademarks listed in **Exhibit A**, attached hereto and incorporated herein (the "**Trademarks**"), as shown by the records of the respective States or Countries listed in **Exhibit A** (the "**Registrars**").

B. Seller is the owner of the issued patents and pending patent applications listed on **Exhibit B**, attached hereto and incorporated herein, of any Letters Patent(s) therefor, and in any reissue, extensions, renewals, reexaminations of such applications or Letters Patent(s), and in any divisional, continuing, continuation, and continuation-in-part applications thereof, to the full end of the term or terms for which such Letters Patent(s) issue (the "**Patents**") as shown by the records of the respective States or Countries listed in **Exhibit B** hereto (the "**Patent Registrars**").

C. The parties hereto have entered into that certain Asset Purchase Agreement dated as of July 25, 2011 (the "**APA**"). Capitalized terms used but not defined herein have the meanings given to them in the APA.

D. Seller desires to assign to Buyer, and Buyer desires to accept the assignment of, the Trademarks and Patents.

E. The execution and delivery of this Agreement is a closing condition under the APA.

NOW, THEREFORE, for and in consideration of and in exchange for the premises and the covenants contained herein and the payment of the Initial Purchase Price, the receipt of which is hereby acknowledged, Buyer and Seller hereby agree as follows:

1. **Assignment.** Seller hereby transfers, sells, grants, conveys, assigns, and sets over unto Buyer all of Seller's right, title, benefit, and interest in and to the Trademarks and the Patents throughout the world, together with the goodwill of the business symbolized by such Trademarks and Patents, with full power and authority to exercise and enforce any right in respect of the Trademarks and Patents, including but not limited to all trademark rights, patent rights, goodwill, or other intellectual property rights therein or relating thereto and including all causes of action, rights of recovery, and claims for damage or other relief relating, referring, or pertaining to any of the foregoing (collectively, the "**Assets**"). Seller further acknowledges that included in the assignment of Trademarks and Patents under this Agreement are the rights to bring suit to enforce any of the assigned Trademarks and Patents against activities which occurred before the date of this Agreement.

2. **Delivery.** Seller shall transfer or shall cause to be transferred to Buyer or its legal representatives all original books and records relating to the Assets, including all related application and registration files, documents, passwords, and user identification numbers.

3. **Fees.** The Buyer shall be responsible for payment to the Registrars and Patent Registrars of fees payable in respect of the transfer of the Trademarks and Patents to Buyer.

4. **Further Assurances.** Seller shall from time to time execute and deliver all such further documents and instruments and do all acts and things as Buyer may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement

5. **Notices.** Any notice or other communication provided for herein or to be given hereunder to a Party must be in writing and delivered in accordance with Section 12.4 of the APA.

6. **Headings; References.** The headings contained in this Agreement are for convenience of reference only and shall not affect the interpretation or construction hereof.

7. **Amendment; Waiver.** This Agreement may be amended or modified only in a writing referencing this Agreement and duly executed by the Parties. The provisions of this Agreement may be waived only in a writing referencing this Agreement signed by the Party from whom the waiver is sought, and a Party may enforce any provision of this Agreement even if it has previously granted a waiver or failed to enforce that or any other provision of this Agreement.

8. **Governing Law.** This Agreement is to be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

9. **Submission to Jurisdiction.** Each Party hereby submits to the exclusive jurisdiction of any state or federal court sitting in the State of Delaware in any Action arising out of or relating to this Agreement and agrees that all claims in respect of such Action may be heard and determined in any such court. Each Party waives any defense of inconvenient forum to the maintenance of any Action so brought. Any Party may make service on the other Party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 12.4 of the APA.

10. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision is to be interpreted to be only so broad as is enforceable.

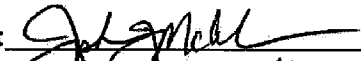
11. **Waiver of Right to Trial by Jury.** EACH OF SELLER AND BUYER HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A signature to this Agreement delivered by facsimile or e-mail with a PDF attachment will be sufficient for all purposes between the Parties.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

BUYER:

BENDIX COMMERCIAL VEHICLE SYSTEMS LLC

By: 
Name: Joseph J. McAleese
Title: President + CEO

SELLER:

ITERIS, INC.

By: _____
Name: Abbas Mohaddes
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

BUYER:

BENDIX COMMERCIAL VEHICLE SYSTEMS LLC

By: _____

Name:

Title:

SELLER:

ITERIS, INC.

By: _____

Name: Abbas Mohaddes

Title: President and Chief Executive Officer

[Signature Page to Patent and Trademark Assignment Agreement]