

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579466

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLEARAG, INC.		05/05/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DTN, LLC		
Street Address:	9110 W Dodge Rd		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68114		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88694715	CLEARAG VIEWER	
Registration Number:	4814828	CLEARAG	
Registration Number:	5187423	CLEARAG	
Registration Number:	5277272	EMPOWER	
Registration Number:	5324992	WEATHERPLOT	
Registration Number:	5746362	EVAPOSMART	
Registration Number:	5903754	IMFOCUS	
CORRESPONDENCE DATA			
Fax Number:	4023461148		
<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:	(402) 346-6000		
Email:	trademarks.stephenson@kutakrock.com		
Correspondent Name:	Kutak Rock LLP		
Address Line 1:	1650 Farnam St.		
Address Line 2:	Patrick Stephenson		
Address Line 4:	Omaha, NEBRASKA 68102		
ATTORNEY DOCKET NUMBER:	1057001-1		
NAME OF SUBMITTER:	Patrick Stephenson		
SIGNATURE:	/Patrick Stephenson/		

OP \$190.00 88694715

DATE SIGNED:	06/03/2020
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Total Attachments: 7

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SELLER INTELLECTUAL PROPERTY ASSIGNMENT

THIS SELLER INTELLECTUAL PROPERTY ASSIGNMENT (“IP Assignment”), effective as of May 5, 2020, is by and among **DTN, LLC**, a Delaware limited liability company (“Assignee”) and **CLEARAG, INC.**, a corporation organized under the laws of the State of Delaware (“Assignor”), pursuant and subject to that certain Asset Purchase Agreement, dated as of May 2, 2020, by and among Assignee, Assignor and Iteris, Inc., a Delaware corporation (the “Purchase Agreement”). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, Assignor is the owner of the Owned Intellectual Property set forth on Schedule 1 hereto; and

WHEREAS, Assignor has agreed to assign, sell, transfer and convey and Assignee has agreed to acquire, all of Assignor’s right, title and interest in and to, and all goodwill associated with, the Owned Intellectual Property, as more fully set forth below.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Sale, Transfer and Assignment of the Owned Intellectual Property.** Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and permitted assigns, all of Assignor’s right, title and interest in and to, and all goodwill associated with, the Owned Intellectual Property, including without limitation, the Owned Intellectual Property identified on Schedule 1 hereto, subject in all respects to each and all of the terms and provisions of the Purchase Agreement.

2. **Binding Instrument.** This IP Assignment shall be binding upon and inure to the benefit of the parties to the Purchase Agreement and their respective successors and permitted assigns. All representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement or any other Transaction Document shall survive the execution and delivery of this IP Assignment and shall continue in full force and effect, in each case, as and to the extent provided in such Transaction Document. Assignee acknowledges that Assignor makes no representation or warranty with respect to the Owned Intellectual Property being assigned hereby except as specifically set forth in the Purchase Agreement. If there is any conflict between the terms and provisions of this IP Assignment and those of the Purchase Agreement, the terms of the Purchase Agreement shall control.

3. **Counterparts; Electronic Transmission.** This IP Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, constitute one and the same instrument. Signatures hereto may be delivered by facsimile or electronic (.pdf) transmission, each of which shall be deemed originals.

4. **Governing Law.** This IP Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to its conflict of laws principles.

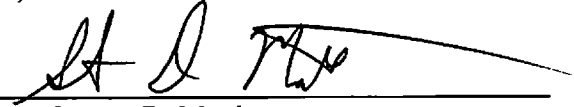
5. **Amendment.** This IP Assignment may not be modified or amended without the prior written consent of the parties hereto.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this IP Assignment effective as of the Closing Date.

ASSIGNEE:

DTN, LLC

By 

Name: Steven D. Matthesen

Title: Chief Executive Officer, DTN

ASSIGNOR:

CLEARAG, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned have executed this IP Assignment effective as of the Closing Date.

ASSIGNEE:

DTN, LLC

By _____
Name: _____
Title: _____

ASSIGNOR:

CLEARAG, INC.

By: Joe Bergeron
Name: Joe Bergeron
Title: President

Schedule 1

Owned Intellectual Property

Trademarks

Country	Mark/Name	App. No./Reg. No.
United States	CLEARAG VIEWER	SN: 88694715
United States	CLEARAG	RN: 4814828 SN: 86472425
United States	CLEARAG and Design 	RN: 5187423 SN: 86784919
United States	EMPOWER	RN: 5277272 SN: 86911155
United States	WEATHERPLOT	RN: 5324992 SN: 87096501
United States	EVAPOSMART	RN: 5746362 SN: 87581202
United States	IMFOCUS	RN: 5903754 SN: 87581211
Canada	CLEARAG VIEWER	AN: 2024832
Canada	CLEARAG	RN: TMA960955

Country	Mark/Name	App. No./Reg. No.
		AN: 1727883
Canada	CLEARAG and Design 	RN: TMA1012147 AN: 1775147
Canada	WEATHERPLOT	RN: TMA1063762 AN: 1817080
European Union (EUTM)	CLEARAG	RN: 013927405 AN: 013927405
European Union (EUTM)	ClearAg and Design 	RN: 015166929 AN: 015166929
European Union (EUTM)	CLEARAG VIEWER	AN: 018230223
Australia	CLEARAG VIEWER	AN: 2083832
Australia	CLEARAG	RN: 1686708 AN: 1686708
Australia	CLEARAG and Design 	RN: 1755793 AN: 1755793
Australia	WEATHERPLOT	RN: 1819307 AN: 1819307

Schedule 1 - 2

Country	Mark/Name	App. No./Reg. No.
Brazil	WEATHERPLOT	AN: 912137797
Brazil	CLEARAG and Design 	AN: 910857881
Brazil	CLEARAG and Design 	AN: 910857814
Brazil	CLEARAG and Design 	AN: 910857725
Brazil	CLEARAG	AN: 911848860
Brazil	CLEARAG	AN: 911848851
Brazil	CLEARAG	AN: 911848827
Brazil	WEATHERPLOT and Design 	AN: 916605698