

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581711

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900552137		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ITERIS, 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:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4603331	CLEARPATH WEATHER	
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/		
DATE SIGNED:	06/17/2020		
Total Attachments: 6			
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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 **ITERIS, 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 ClearAg, 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.

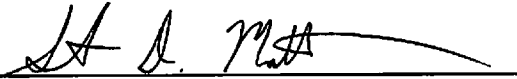
5. **Amendment.** This IP Assignment may not be modified or amended without the prior written consent of the parties hereto.

[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:

ITERIS, 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:

ITERIS, INC.

By: Joe Bergeron
Name: Joe Bergeron
Title: President & CEO

Schedule 1

Owned Intellectual Property

Country	Mark/Name	App. No./Reg. No.
United States	CLEARPATH WEATHER	RN: 4603331 SN: 86171208
Canada	CLEARPATH WEATHER	RN: TMA1033362 AN: 1686211