

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616444

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRAFFICCAST INTERNATIONAL, INC.		12/07/2020	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	ITERIS, INC.		
Street Address:	1700 Carnegie Avenue, Suite 100		
City:	Santa Ana		
State/Country:	CALIFORNIA		
Postal Code:	92705		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4944476	TRAFFICSUITE	
Registration Number:	4907507	BLUETOAD	
Registration Number:	5270489	TRAFFICCASTER	
Registration Number:	5316224	TRAFFAX	
Registration Number:	5583324	TRAFFICCARMA	
Registration Number:	5816388	DYNAFLOW	
Registration Number:	5993497	TRAFFICCAST	
Registration Number:	3572498	DRIVING THE SCIENCE BEHIND TRAFFIC	
Serial Number:	77004144	TRAFFICSUITE	
CORRESPONDENCE DATA			
Fax Number:	9499551921		
<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:	949-955-1920		
Email:	JCYassistant@koslaw.com		
Correspondent Name:	Klein, O'Neill & Singh, LLP		
Address Line 1:	30 Corporate Park		
Address Line 2:	Suite 211		
Address Line 4:	Irvine, CALIFORNIA 92606		

OP \$240.00 4944476

NAME OF SUBMITTER:	JAMES C. YANG
SIGNATURE:	/James C. Yang/
DATE SIGNED:	12/23/2020
Total Attachments: 6 source=Project Kitt - IP Assignment (Trademark)_119796017_1_0#page1.tif source=Project Kitt - IP Assignment (Trademark)_119796017_1_0#page2.tif source=Project Kitt - IP Assignment (Trademark)_119796017_1_0#page3.tif source=Project Kitt - IP Assignment (Trademark)_119796017_1_0#page4.tif source=Project Kitt - IP Assignment (Trademark)_119796017_1_0#page5.tif source=Project Kitt - IP Assignment (Trademark)_119796017_1_0#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of December 7, 2020 (the "Effective Date"), by and between **ITERIS, INC.**, a Delaware corporation ("Assignee") and **TRAFFICCAST INTERNATIONAL, INC.**, a corporation organized under the laws of the State of Wisconsin ("Assignor"), pursuant and subject to that certain Asset Purchase Agreement, dated as of December 7, 2020, by and between Assignee and Assignor (the "Purchase Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

RECITALS

WHEREAS, Assignor is the owner of the trademark registrations and applications identified on Exhibit A (collectively, the "Trademarks"); 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 Trademarks, as more fully set forth below.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

ASSIGNMENT

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's rights, title and interest in, to and under, the Trademarks, together with that portion of Assignor's business connected with the use of and symbolized by the Trademarks, and all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions to the extent the rights granted in this Assignment confer such priority, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademarks, the right to register, prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, the right to sue and recover damages for all causes of action (either in law or in equity) including for past, present and future infringement and dilution of the Trademarks,. The assignments contemplated herein are meant to be absolute assignments and not by way of security. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

2. Further Assurances. Assignor agrees to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, powers of attorney and other

documentation, and otherwise agrees to assist Assignee, its successors and assigns as reasonably requested by Assignee, at Assignor's own expense, to effect the terms of this Assignment. Notwithstanding, except as provided in the Purchase Agreement, Assignor makes no representation or warranty with respect to the validity, enforceability, priority of rights or value of the Trademarks or any of the rights conveyed and assigned herein.

3. Specific Performance. The parties hereto agree that irreparable damage would occur to Assignee if any provision of this Assignment were not performed by Assignor in accordance with the terms hereof and that Assignee shall be entitled to an injunction or injunctions to prevent breaches of this Assignment or to enforce specifically the performance of the terms and provisions of this Assignment in addition to any other remedy to which it is entitled to at law or in equity, in each case without the requirement of posting any bond or other type of security.

4. Terms of the Purchase Agreement. Assignor and Assignee each acknowledge and agree that the representations, warranties and agreements contained in the Purchase Agreement, and any limitations thereto, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

5. Governing Law. This 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 principle.

6. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Assignment or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case located in the city of Wilmington, Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

7. Counterparts. This 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, shall be considered one and the same instrument. Photostatic copies, facsimiles, or electronic (.pdf) transmission of signatures to this Assignment shall be deemed to be originals and may be relied upon to the same extent as originals.

8. Severability. Wherever possible, each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under applicable Law, but if any provision of this Assignment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment

9. Entire Agreement. This Assignment, together with the Purchase Agreement, constitute the sole and entire agreement of the parties to this Assignment with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the Effective Date.

ASSIGNEE:
ITERIS, INC.

DocuSigned by:
Douglas Groves
By: _____
Name: Douglas Groves
Title: Senior Vice President, Chief Financial Officer
and Secretary

ASSIGNOR:
TRAFFICCAST INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the Effective Date.

ASSIGNEE:
ITERIS, INC.

By _____
Name:
Title:


ASSIGNOR:

TRAFFICCAST INTERNATIONAL, INC.

By:  _____
Name: Al McGowan
Title: Chief Executive Officer

EXHIBIT A
Trademarks

Mark	Country	Owner	Type	App Date	App No.	Reg Date	Reg No.	Status
TRAFFICSUITE	U.S.	Trafficeast International, Inc.	Service Mark	April 22, 2015	86600181	April 26, 2016	4944476	Live
BLUETOAD	U.S.	Trafficeast International, Inc.	Trademark Service Mark	April 22, 2015	86606236	March 1, 2016	4907507	Live
TRAFFICCASTER	U.S.	Trafficeast International, Inc.	Service Mark	January 20, 2017	87309264	August 22, 2017	5270489	Live
TRAFFFAX	U.S.	Trafficeast International, Inc.	Trademark	April 3, 2017	87396127	October 24, 2017	5316224	Live
TRAFFICCARMA	U.S.	Trafficeast International, Inc.	Service Mark	January 20, 2017	87309268	October 16, 2018	5583324	Live
DYNAFLOW	U.S.	Trafficeast International, Inc.	Service Mark	January 20, 2017	87309266	July 30, 2019	5816388	Live
TRAFFICCAST	U.S.	Trafficeast International, Inc.	Service Mark	March 28, 2018	87853766	February 25, 2020	5993497	Live
DRIVING THE SCIENCE BEHIND TRAFFIC	U.S.	Trafficeast International, Inc.	Service Mark	July 7, 2008	77516143	February 10, 2009	3572498	Dead (Cancelled September 13, 2019)
TRAFFICCAST	U.S.	Trafficeast International, Inc.	Trademark	July 6, 1999	75725433	May 28, 2002	2572563	Dead (Cancelled January 4, 2013)
TRAFFICCAST.COM	U.S.	Trafficeast	Service	July 6,	75725438	July 17,	2468880	Dead

Mark	Country	Owner	Type	App Date	App No.	Reg Date	Reg No.	Status
		International, Inc.	Mark	1999		2001		(Cancelled April 19, 2008)
TRAFFICSUITE	U.S.	Trafficeast International, Inc.	Trademark Service Mark	September 21, 2006	77004144	n/a	77004144	Dead (Abandoned August 23, 2010)
	U.S.	Trafficeast International, Inc.	Service Mark	June 8, 2006	78904130	Registered July 31, 2007	32722228	Dead (Cancelled March 7, 2014)
TRAFFICCAST	U.S.	Trafficeast International, Inc.	Trademark	May 10, 1999	75685143	Registered March 7, 2000	2326567	Dead (Cancelled December 9, 2006)