

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704728

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Iteris, Inc.		01/25/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital One, National Association		
Street Address:	Two Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	3047463	ITERIS	
Registration Number:	3047464	ITERIS	
Registration Number:	3022443	ITERIS	
Registration Number:	3039012	VANTAGE	
Registration Number:	3021486	EDGE	
Registration Number:	2988515	ITERIS	
Registration Number:	4354619	TRANSITHELPER	
Registration Number:	4169365	VANTAGE VECTOR	
Registration Number:	4426689	SMARTSPAN	
Registration Number:	4426690	SMARTCYCLE	
Registration Number:	4552610	VANTAGE NEXT	
Registration Number:	4548589	NEXT	
Registration Number:	4435970	IPEMS	
Registration Number:	4583277	VELOCITY	
Registration Number:	4749016	VANTAGEPEGASUS	
Registration Number:	4765381	CLEARPATH 511	
Registration Number:	4944476	TRAFFICSUITE	
Registration Number:	4907507	BLUETOAD	

OP \$915.00 3047463

Property Type	Number	Word Mark
Registration Number:	5470020	VANTAGERADIUS
Registration Number:	5703582	REVERSE 511
Registration Number:	5318136	PEDTRAX
Registration Number:	5541579	ITERIS
Registration Number:	5270489	TRAFFICCASTER
Registration Number:	5816388	DYNAFLOW
Registration Number:	5583324	TRAFFICCARMA
Registration Number:	5316224	TRAFFAX
Registration Number:	5993497	TRAFFICCAST
Registration Number:	6164576	VANTAGELIVE!
Registration Number:	6158714	SMARTCYCLE BIKE INDICATOR
Registration Number:	6348494	SPM
Registration Number:	6583854	IAAS
Registration Number:	6180745	ITERIS SPM
Registration Number:	6380888	CLEARGUIDE
Registration Number:	6570179	CLEARFLEET
Serial Number:	88032563	INTERSECTION AS A SERVICE
Serial Number:	88884367	MOBILITYU

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 4045723401

Email: morgan.roth@kslaw.com

Correspondent Name: King & Spalding LLP, ATTN: Morgan Roth

Address Line 1: 1180 Peachtree Street, NE

Address Line 2: Suite 1600

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	17392.515228
NAME OF SUBMITTER:	Morgan Roth
SIGNATURE:	/Morgan Roth/
DATE SIGNED:	01/26/2022

Total Attachments: 7

source=Iteris - Trademark Security Agreement [Executed]#page1.tif

source=Iteris - Trademark Security Agreement [Executed]#page2.tif

source=Iteris - Trademark Security Agreement [Executed]#page3.tif

source=Iteris - Trademark Security Agreement [Executed]#page4.tif

source=Iteris - Trademark Security Agreement [Executed]#page5.tif

source=Iteris - Trademark Security Agreement [Executed]#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 25, 2022, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Capital One, National Association ("Capital One"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 25, 2022 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security dated as of January 25, 2022 in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and

recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other reasonably necessary actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ITERIS, INC.

as Grantor

By:



Name: Douglas L. Groves


Title: Senior Vice President, CFO and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007568 FRAME: 0266

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION
as Agent

By: 
Name: Tom Lawler
Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007568 FRAME: 0267

SCHEDULE 1

Title Or Mark	Organization Name	Status	Filing Date	Application Serial Number	Registration Number	Date Issued Or Abandoned	Country Or State
SMARTCYCLE	Iteris, Inc.	Registered	4/24/2013	011767217	011767217	9/17/2013	European Community
SMARTCYCLE	Iteris, Inc.	Registered	4/25/2013	1368419	1393202	8/27/2013	Mexico
SMARTCYCLE	Iteris, Inc.	Registered	4/24/2013	00911767217	00911767217	9/17/2013	United Kingdom
VANTAGELIVE!	Iteris, Inc.	Registered		1,829,677	TMA1,070,178	1/20/2020	Canada
CLEARROUTE	Iteris, Inc.	Pending	4/27/2020	2024838			Canada
ITERIS	Iteris, Inc.	Registered	11/7/2003	76/558,054	3,047,464	1/24/2006	US
ITERIS	Iteris, Inc.	Registered	11/7/2003	76/558,093	2,988,515	8/30/2005	US
ITERIS	Iteris, Inc.	Registered	11/7/2003	76/558,051	3,047,463	1/24/2006	US
ITERIS	Iteris, Inc.	Registered	11/7/2003	76/558,055	3,022,443	12/6/2005	US
CLEARPATH 511	Iteris, Inc.	Registered	2/14/2014	86/193,722	4,765,381	6/30/2015	US
EDGE	Iteris, Inc.	Registered	11/7/2003	76/558,059	3,021,486	11/29/2005	US
IPEMS	Iteris, Inc.	Registered	3/29/2013	85/890,727	4,435,970	11/19/2013	US
NEXT	Iteris, Inc.	Registered	1/8/2013	85/818,318	4,548,589	6/10/2014	US
SMARTCYCLE	Iteris, Inc.	Registered	12/10/2012	85/799,084	4,426,690	10/29/2013	US
SMARTSPAN	Iteris, Inc.	Registered	12/10/2012	85/799,080	4,426,689	10/29/2013	US
TRANSITHELPER	Iteris, Inc.	Registered	8/26/2011	85/408,519	4,354,619	6/18/2013	US
VANTAGE	Iteris, Inc.	Registered	11/7/2003	76/558,058	3,039,012	1/10/2006	US
VANTAGE NEXT	Iteris, Inc.	Registered	1/8/2013	85/818,310	4,552,610	6/17/2014	US
VANTAGEPEGASUS	Iteris, Inc.	Registered	2/7/2014	86/187,682	4,749,016	6/2/2015	US
VANTAGE VECTOR	Iteris, Inc.	Registered	9/23/2011	85/431,033	4,169,365	7/3/2012	US
VELOCITY	Iteris, Inc.	Registered	11/1/2013	86/107,930	4,583,277	8/12/2014	US
REVERSE 511	Iteris, Inc.	Registered	12/9/2015	86/843,902	5,703,582	3/19/2019	US
RADIUS	Iteris, Inc.	Pending	7/19/2021	90/836,648			US
RADIUS+	Iteris, Inc.	Pending	7/19/2021	90/836,741			US
VANTAGERADIUS	Iteris, Inc.	Registered	7/21/2015	86/700,197	5,470,020	5/15/2018	US
PEDTRAX	Iteris, Inc.	Registered	7/21/2016	87/112,375	5,318,136	10/24/2017	US
ITERIS (stylized)	Iteris, Inc.	Registered	8/2/2016	87/125,016	5,541,579	8/14/2018	US

Title Or Mark	Organization Name	Status	Filing Date	Application Serial Number	Registration Number	Date Issued Or Abandoned	Country Or State
VANTAGELIVE!	Iteris, Inc.	Pending	9/4/2019	88/604,549			US
VANTAGELIVE!	Iteris, Inc.	Registered	10/3/2016	87/982,004	6,164,576	9/29/2020	US
VANTAGELIVE!	Iteris, Inc.	Pending	5/5/2021	90/691,982			US
SMARTCYCLE BIKE INDICATOR	Iteris, Inc.	Registered	7/10/2018	88/032,543	6,158,714	9/22/2020	US
SPM (LOGO/DESIGN)	Iteris, Inc.	Registered	7/10/2018	88/032,558	6,348,494	5/11/2021	US
ITERIS SPM	Iteris, Inc.	Registered	11/6/2018	88/183,211	6,180,745	10/20/2020	US
INTERSECTION AS A SERVICE	Iteris, Inc.	Pending	7/10/2018	88/032,563			US
IAAS	Iteris, Inc.	Registered	7/10/2018	88/032,567	6,583,854	12/7/2021	US
CLEARFLEET IRP	Iteris, Inc.	Pending	4/10/2019	88/380,143			US
CLEARFLEET IFTA	Iteris, Inc.	Pending	4/10/2019	88/380,160			US
CLEARGUIDE	Iteris, Inc.	Registered	4/10/2019	88/380,170	6,380,888	6/8/2021	US
CLEARROUTE	Iteris, Inc.	Pending	11/12/2019	88/689,750			US
CLEARMOBILITY	Iteris, Inc.	Pending	12/18/2019	88/732,649			US
SMART INTERSECTIONS RUN IN THE ITERIS CLOUD	Iteris, Inc.	Pending	4/23/2020	88/885,419			US
CLEARFLEET	Iteris, Inc.	Registered	4/23/2020	88/884,952	6,570,179	11/23/2021	US
MOBILITYU	Iteris, Inc.	Pending	4/23/2020	88/884,367			US
VANTAGE APEX	Iteris, Inc.	Pending	5/20/2020	88/925,072			US
VANTAGECARE	Iteris, Inc.	Pending	8/3/2020	90/090,376			US
TRAFFICSUITE	Iteris, Inc.	Registered	4/22/2015	86/606,181	4,944,476	4/26/2016	US
BLUETOAD	Iteris, Inc.	Registered	4/22/2015	86/606,236	4,907,507	3/1/2016	US
TRAFFICCASTER	Iteris, Inc.	Registered	1/20/2017	87/309,264	5,270,489	8/22/2017	US
TRAFFAX	Iteris, Inc.	Registered	4/3/2017	87/396,127	5,316,224	10/24/2017	US
TRAFFICCARMA	Iteris, Inc.	Registered	1/20/2017	87/309,268	5,583,324	10/16/2018	US
DYNAFLOW	Iteris, Inc.	Registered	1/20/2017	87/309,266	5,816,388	7/30/2019	US
TRAFFICAST (Stylized)	Iteris, Inc.	Registered	3/28/2018	87/853,766	5,993,497	2/25/2020	US
CLEARGUIDE SPM	Iteris, Inc.	Pending	4/6/2021	90/626,861			US

Title Or Mark	Organization Name	Status	Filing Date	Application Serial Number	Registration Number	Date Issued Or Abandoned	Country Or State
EDGE2	Iteris, Inc.	Pending	7/19/2021	90/836,786			US
ITERIS VIDEO VIEWER	Iteris, Inc.	Pending	5/17/2021	90/716,336			US
CLEARASSET	Iteris, Inc.	Pending	5/20/2021	90/724,733			US
VANTAGE COMPLETE	Iteris, Inc.	Pending	7/21/2021	90/840,766			US
VANTAGE FUSION	Iteris, Inc.	Pending	9/8/2021	97/017,655			US