



01-03-2008

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)



COMMERCE
Patent Office

RECORDATION FORM

103472302

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

10-28-07

1. Name of conveying party(ies)

Dan Manor

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Image Sensing Systems, Inc.

Internal Address: _____

Street Address: 500 Spruce Tree Centre

1600 University Ave. West

City: St. Paul

State: Minnesota

Country: U.S.A. Zip: 55104

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 6, 2007

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

11/182,816 11/418,061
11/182,817 11/577,322
11/197,456
11/223,982

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Fasken Martineau DuMoulin LLP

Internal Address: P.O. Box 20 Toronto-Dominion Centre

Street Address: 66 Wellington Street West, Suite 4200

Toronto Dominion Bank Tower

City: Toronto

State: Ontario Zip: M5K 1N6

Phone Number: 416 868 3470

Fax Number: 416 364 7813

Email Address: abenitah@fasken.com

6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 240.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Armand M. Benitah

Name of Person Signing

01/02/2008 Date December 27, 2007

01 FC:8021

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Total number of pages including cover sheet, attachments, and documents: 240

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT ASSIGNMENT

For good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, I, Dan Manor of 7 Ridgewood Rd., Toronto, Ontario, Canada, M5P 1T4 (hereinafter referred to as "ASSIGNOR"), the owner of the patent applications identified in Schedule "A" hereto (hereinafter referred to as the "Applications") do hereby agree with **IMAGE SENSING SYSTEMS, INC.**, a corporation existing under the laws of Minnesota, whose full post office address is 500 Spruce Tree Centre, 1600 University Ave. West. St. Paul, Minnesota, USA, 55104 (hereinafter referred to as "ISS"), its successors and assigns pursuant to the asset purchase agreement dated December 6, 2007 between the Assignor and ISS, among others, as follows:

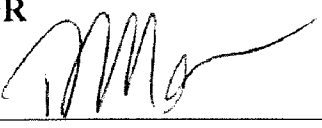
1. ASSIGNOR hereby irrevocably and unconditionally sells, assigns and transfers and hereby confirms that ASSIGNOR has sold, assigned and transferred to ISS all of ASSIGNOR's right, title, interest, property, benefit for the United States and all other countries throughout the world, in and to the Applications and the inventions described and claimed therein, including, without limitation, all divisions, continuations and PCT National Phase entries thereof, all patents which may be granted thereon, all reissues, reexaminations and extensions thereof, all rights of action, powers and benefits to the same belonging or accrued including the right to bring action and collect compensation for past infringement thereunder, the same to be held and enjoyed by the said ISS, as fully and completely as by the said ASSIGNOR had this assignment not been made.
2. ASSIGNOR further covenants and agrees to cooperate fully at all times with respect to the making, execution and delivery in a commercially reasonable manner of all such documents and doing of all such acts and other things as are necessary or desirable to evidence in ISS, its successors or assigns, the transfers of ownership effected pursuant to Section 1 and all appropriately empowered officials of any countries or regions in which the Applications have been or will be filed are requested and authorized to issue any letters patent granted on any of the Applications to ISS as owner of the entire right title and interest in, to and under same. If ISS, after making a written request to ASSIGNOR in a commercially reasonable manner, is unable to secure ASSIGNOR's signature to any document it is entitled to under this Section, ASSIGNOR

irrevocably designates and appoints ISS and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of ASSIGNOR, to execute, deliver and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by ASSIGNOR.

3. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

EXECUTED at Toronto, this 6th day of December, 2007.

DAN MANOR

Signature: 

On the 6th day of December, 2007, before me, personally appeared Dan Manor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

EXECUTED at Toronto, this 6th day of December, 2007.

IMAGE SENSING SYSTEMS, INC.

Signature: 

Print Name: Kenneth R Aubrey

Title: _____

(Authorized Signing Officer)

CONSENT TO DIRECT PATENT ASSIGNMENT

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned **EIS ELECTRONIC INTEGRATED SYSTEMS INC.**, a corporation existing under the laws of Ontario, whose full post office address is 150 Bridgeland Avenue, Suite 204, Toronto, Ontario, M6A 1Z5, by its duly authorized signing officer identified herebelow, does hereby consent to the sale, assignment and transfer from Dan Manor directly unto **IMAGE SENSING SYSTEMS, INC.** of the Applications and the inventions described and claimed therein, and all other rights which are referred to in the Patent Assignment of which this Consent to Direct Patent Assignment forms a part, all according to the terms set out hereinabove.

EXECUTED at Toronto, this 6th day of December, 2007.

EIS ELECTRONIC INTEGRATED SYSTEMS INC.

Signature:  _____

Print Name: Dan Manor

Title: President

(Authorized Signing Officer)

SCHEDULE "A"**Patent Applications**

Country / Region	Serial No.	Title	Filing Date
PCT	PCT/CA2007/000773	Traffic Sensor Incorporating a Video Camera and Method of operating same	04-May-2007
PCT	PCT/ CA2007/001443	Monopulse Traffic Sensor and Method	17-AUG-2007
PCT	PCT/ CA2006/001159	Antenna/Transceiver Configuration in a Traffic Sensor	17-Jul-2006
PCT	PCT/ CA2006/001229	Traffic Sensor and Method for Providing a Stabilized Signal	26-Jul-2006
US	11/182,816	Antenna/Transceiver Configuration in a Traffic Sensor	18-Jul-2005
US	11/182,817	Method and Apparatus for Providing Automatic Lane Calibration in a Traffic Sensor	18-Jul-2005
US	11/197,456	Processor Architecture for Traffic Sensor and Method for obtaining and processing traffic data	05-Aug-2005
US	11/223,982	Traffic Sensor and Method for Providing a Stabilized Signal	13-Sep-2005
US	11/418,061	Traffic Sensor Incorporating a Video Camera	05-May-2006
US	11/577,322	Monopulse Traffic Sensor and Method	07-Nov-2006

DM_TOR/273977-00002/2361994.2

RECORDED: 12/28/2007**PATENT
REEL: 020322 FRAME: 0984**