

LETTER AGREEMENT

This Letter Agreement (the "Agreement") is entered into by and between ITUS Corporation, a Delaware corporation (the "Company"), and Adaptive Capital LLC ("Adaptive").

WHEREAS, Adaptive is the holder of 3,500 shares of Series A Convertible Preferred Stock (the "Preferred Stock") representing all of the issued and outstanding shares of preferred stock of the Company;

WHEREAS, the terms of the Preferred Stock provide that the holder has a one-time right to require the Company to redeem its shares of Preferred Stock, with such redemption to be paid by the Company only from the proceeds of the sale of the Company's equity securities;

WHEREAS, in accordance with the terms of the Preferred Stock, Adaptive validly exercised its right of redemption (the "Redemption"); and

WHEREAS, Adaptive has agreed to accept in lieu of cash for the full Redemption amount a combination of a note, warrants and cash.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Adaptive agree as follows:

1. Redemption of Preferred Stock. Adaptive hereby agrees, subject to the conditions set forth herein, to accept the following in lieu of receiving cash for the full Redemption of its 3,500 shares of Preferred Stock: (a) a 12% Secured Debenture in the principal amount of \$3,000,000, in the form attached hereto as Exhibit A (the "Debenture"), (b) a warrant to purchase 500,000 shares of Common Stock, exercisable until November 30, 2021, with an exercise price equal to 10% below the thirty (30) day volume weighted average closing price of the Company's Common Stock at Closing, in the form attached hereto as Exhibit B (the "Warrant" and together with the Debenture, sometimes referred to as the "Securities") and (c) \$500,000 in cash to be paid to Adaptive by the Company at Closing by wire transfer of immediately available funds.

2. Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement shall take place at a closing ("Closing") to be held at 12:00 p.m., New York time, on the date (the "Closing Date") on which the last of the conditions set forth in Sections 3(a) and 3(b) below is fulfilled, at the offices of Ellenoff Grossman & Schole, LLP, 1345 Avenue of the Americas, New York, New York 10105, or at such other time, date or place as the parties may agree upon.

3. Conditions to Closing.

a) The obligations of the Company to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment of the following conditions:

i. The representations and warranties of Adaptive made in this Agreement shall be true and correct in all material respects as of the Closing Date as if such representations and warranties had been made on and as of such date;

ii. Adaptive shall have delivered to the Company for cancellation the Preferred Stock certificate;
