

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

ODETICS, INC.
(Exact name of issuer as specified in its charter)

DELAWARE
(State or other jurisdiction of
incorporation or organization)

95-2588496
(I.R.S. Employer
Identification No.)

1515 SOUTH MANCHESTER AVENUE
ANAHEIM, CALIFORNIA 92802-2907
(Address of principal executive offices)

AMENDED AND RESTATED OUTSIDE DIRECTOR STOCK OPTION PLAN OF ODETICS, INC.
ODETICS, INC. 1994 LONG-TERM INCENTIVE EQUITY PLAN
(Full title of the plans)

GREGORY A. MINER
CHIEF FINANCIAL OFFICER
1515 SOUTH MANCHESTER AVENUE
ANAHEIM, CALIFORNIA 92802-2907
(Name and address of agent for service)
(714) 774-5000
(Telephone number, including area code, of agent for service)

Copy to:
DALE E. SHORT, ESQ.
TROY & GOULD PROFESSIONAL CORPORATION
1801 CENTURY PARK EAST, SUITE 1600
LOS ANGELES, CALIFORNIA 90067

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered(1)	Proposed maximum offering price per share (2)	Proposed maximum aggregate offering price (2)	Amount of registration fee
Class A Common Stock, \$.10 par value...	200,000 shares(3)	\$15.625	\$3,125,000	\$1,078
Class A Common Stock, \$.10 par value...	802,230 shares(4)	\$15.625	\$12,534,843	\$4,323
Total.....				\$5,401

(1) In accordance with Rule 416(a) of the General Rules and Regulations under the Securities Act of 1933 (the "General Rules"), there are also being registered such indeterminate number of additional shares of Class A Common

- Stock as may become issuable pursuant to anti-dilution provisions of the Amended and Restated Outside Director Plan and the 1994 Long-Term Equity Incentive Plan.
- (2) Estimated solely for the purpose of determining the amount of the registration fee. Based, in accordance with Rules 457(c) and 457(h) of the General Rules, upon the average of the high and low sale prices of the Class A Common Stock as reported by the Nasdaq Stock Market on June 7, 1996.
 - (3) Represents shares of Class A Common Stock issuable upon the exercise of options that may be granted under the Amended and Restated Outside Director Stock Option Plan.
 - (4) Represents shares of Class A Common Stock issuable upon the exercise of options that may be granted under the 1994 Long-Term Equity Incentive Plan. The shares shown include 481,408 shares subject to options outstanding as of June 6, 1996 under the Company's 1981 Incentive Stock Plan, 1982 Nonstatutory Stock Option Plan and 1992 Incentive Stock Plan which are reserved and will become issuable pursuant to the 1994 Long-Term Incentive Plan in the event and to the extent such options expire or are terminated without being exercised.
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PART I

INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS

Item 1. Plan Information.*

Item 2. Registrant Information and Employee Plan Annual Information.*

* Information required by Part I to be contained in the Section 10(a) prospectus is omitted from the Registration Statement in accordance with Rule 428 of the General Rules and Regulations under the Securities Act of 1933 and the Note to Part I of Form S-8.

(i)

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE

The following documents filed by Odetics, Inc. (the "Company") with the Securities and Exchange Commission (the "Commission") under the Securities Exchange Act of 1934 (the "Exchange Act") (Commission file no. 0-10605) are incorporated herein by reference: (a) the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 1995; (b) the Company's Quarterly Reports on Form 10-Q for the fiscal quarters ended June 30, 1995, September 31, 1995 and December 31, 1995; (c) the Company's Current Report on Form 8-K dated May 23, 1996; and (d) the description of the Company's Class A Common Stock contained in the Company's Registration Statement on Form 8-B (Reg. No. 1-8762), including any amendment or report subsequently filed by the Company for the purpose of updating that description.

In addition, any document filed by the Company with the Commission pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date hereof, but prior to the filing of a post-effective amendment to this Registration Statement which indicates that all shares of Class A Common Stock registered hereunder have been sold or that deregisters all such shares

of Class A Common Stock then remaining unsold, will be deemed incorporated herein by reference and to be a part hereof from the date of filing of such document.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Company's Certificate of Incorporation eliminates, to the fullest extent permitted by law, the liability of its directors to the Company and its stockholders for monetary damages for breach of the directors' fiduciary duty. This provision is intended to afford the Company's directors the benefit of the Delaware General Corporation Law (the "GCL"), which provides that directors of a Delaware corporation may be relieved of monetary liability for breach of their fiduciary duty of care, except under certain circumstances involving breach of a director's duty of loyalty, acts or omissions not in good faith or involving intentional misconduct or a knowing violation of law, or any transaction from which the director derived an improper personal benefit.

The Company's Certificate of Incorporation and Bylaws require indemnification of the Company's directors and officers to the maximum extent permitted by the GCL. Section 145 of the GCL authorizes indemnification by a Delaware corporation when a person is made a party to any proceeding by reason of the fact that such person is or was a director, officer, employee or agent of the corporation or was serving as a director, officer, employee or agent of another enterprise, at the request of the corporation, and if such person acted in good faith and in a manner reasonably believed by him or her to be in, or not opposed to, the best interests of the corporation. With respect to any criminal proceeding, such person must have had no reasonable cause to believe that his or her conduct was unlawful. If it is determined that the conduct of such person meets these standards, he or she may be indemnified for expenses incurred and amounts paid in such proceeding (including attorneys' fees) if actually and reasonably incurred by him or her in connection therewith.

If such a proceeding is brought by or on behalf of the Company (i.e., a derivative suit), such person may be indemnified against expenses actually and reasonably incurred if he or she acted in good faith and in a manner reasonably believed by him or her to be in, or not opposed to, the best interests of the Company. There can be no indemnification with respect to any matter as to which such person is adjudged to be liable to the corporation; however, a court may, even in such case, allow such indemnification to such person for such expenses as the court deems proper. Where such person is successful in any such proceeding, he or she is entitled to be indemnified against expenses actually and reasonably incurred by him or her. In all other cases, indemnification is made by the Company upon determination by it that indemnification of such person is proper because such person has met the applicable standard of conduct.

The Company also has entered into contractual arrangements with its directors and officers pursuant to which such persons may be entitled to indemnity from the Company against certain liabilities arising from the discharge of their duties in such capacities.

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The Company maintains an errors and omissions liability policy for the benefit of its officers and directors, which may cover certain liabilities of such individuals to the Company and its stockholders.

The foregoing indemnification and insurance provisions are broad enough to encompass certain liabilities of directors and officers of Company under the Securities Act of 1933.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Not applicable.

ITEM 8. EXHIBITS

The following exhibits included herewith or incorporated herein by reference are made a part of this Registration Statement:

- 4.1 Specimen Class A Common Stock certificate (filed with the Commission as Exhibit 4.1 to the Registration Statement on Form S-3 (Reg. No. 33-89652) filed on and incorporated herein by reference).
- 4.2 Amended and Restated Outside Directors Stock Option Plan of Odetics, Inc.*
- 4.3 Odetics, Inc. 1994 Long-Term Incentive Equity Plan.*
- 4.4 Certificate of Incorporation of Odetics, Inc. (filed with the Commission as Exhibit 19.2 to the Odetics, Inc. Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 1987 and incorporated herein by reference).
- 5 Opinion of Troy & Gould Professional Corporation regarding the legality of the securities registered hereunder.*
- 23.1 Consent of Ernst & Young LLP (included at page II-5).*
- 23.2 Consent of Troy & Gould Professional Corporation (included in Exhibit 5).*
- 25 Power of Attorney (included on page II-4).*

* Included herewith.

ITEM 9. UNDERTAKINGS

(a) The Company hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

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provided, however, that paragraphs (1)(i) and (1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Company pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the

initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered hereunder which remain unsold at the termination of the offering.

(b) The undersigned Company hereby undertakes:

That for purposes of determining any liability under the Securities Act of 1933, each filing of the Company's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Company pursuant to the above-described provisions, or otherwise, the Company has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a director, officer or controlling person of the Company in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Anaheim, State of California, on June 10, 1996.

ODETICS, INC.

By /s/ Joel Slutzky

Joel Slutzky, Chairman of the Board and
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Joel Slutzky and Gregory A. Miner, and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place, and stead, in any and all capacities, to sign any and all amendments (including post-effect amendments) to this Registration Statement and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as he might or could do in person, hereby ratifying and confirming

all that said attorneys-in-fact and agents, or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

SIGNATURE -----	TITLE -----	DATE ----
/s/ Joel Slutzky ----- Joel Slutzky	Chairman of the Board and Chief Executive Officer (Principal Executive Officer)	June 10, 1996
/s/ Gregory A. Miner ----- Gregory A. Miner	Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	June 10, 1996
/s/ Crandall Gudmundson ----- Crandall Gudmundson	Director	June 10, 1996
/s/ Ralph Michelson ----- Ralph Mickelson	Director	June 10, 1996
/s/ Stanely Molosky ----- Stanley Molosky	Director	June 10, 1996
/s/ Leo Wexler ----- Leo Wexler	Director	June 10, 1996
/s/ Paul E. Wright ----- Paul E. Wright	Director	June 10, 1996
/s/ Jerry Muench ----- Jerry Muench	Director	June 10, 1996
/s/ Kevin C. Daly, Ph.D. ----- Kevin C. Daly, Ph.D.	Director	June 10, 1996

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CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in the Registration Statement on Form S-8 of Odetics, Inc. of our report dated June 27, 1995, with respect to the consolidated financial statements and schedules of Odetics, Inc. included in its Annual Report on Form 10-K for the year ended March 31, 1995, filed with the Securities and Exchange Commission.

ERNST & YOUNG LLP

Orange County, California

June 7, 1996

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EXHIBIT INDEX

	Sequential Page No. -----
4.1 Specimen Class A Common Stock certificate (filed with the Commission as Exhibit 4.1 to the Registration Statement on Form S-3 (Reg. No. 33-89652) filed on and incorporated herein by reference).....	NA
4.2 Amended and Restated Outside Directors Stock Option Plan of Odetics, Inc.	
4.3 Odetics, Inc. 1994 Long-Term Incentive Equity Plan.....	
4.4 Certificate of Incorporation of Odetics, Inc. (filed with the Commission as Exhibit 19.2 to the Odetics, Inc. Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 1987 and incorporated herein by reference).....	NA
5 Opinion of Troy & Gould Professional Corporation regarding the legality of the securities registered hereunder.....	
23.1 Consent of Ernst & Young LLP (included at page II-5).....	
23.2 Consent of Troy & Gould Professional Corporation (included in Exhibit 5).....	NA
25 Power of Attorney (included on page II-4).....	

AMENDED AND RESTATED OUTSIDE DIRECTOR
STOCK OPTION PLAN OF ODETICS, INC.

1. Purpose. The Amended and Restated Outside Director Stock Option Plan

of Odetics, Inc. has been adopted to promote the longer-term growth and financial success of the Company by (1) enhancing its ability to attract and retain nonaffiliated individuals of outstanding ability as members of the Board and (2) promoting a greater identity of interest between nonassociate members of the Board and shareholders.

2. Definitions. As used in the Plan, the following terms have the

respective meanings:

(a) "Board" means the Company's Board of Directors.

(b) "Common Stock" means the Company's Class A Common Stock, par value \$.10 per share, or any successor stock issued by the Company in replacement or conversion thereof.

(c) "Company" means Odetics, Inc., a corporation established under the laws of the State of Delaware.

(d) "Fair Market Value" means the last publicly reported per share sale price on the most recent date on which Common Stock was traded preceding the Grant Date.

(e) "Grant Date" means the third business day following the Company's annual meeting of shareholders.

(f) "Initial Stock Option" means a right granted pursuant to Section 6(a) of the Plan to a Participant on the applicable Grant Date to purchase 5,000 shares (subject to an adjustment in accordance with the provisions of Section 5(b) hereof) of Common Stock at the applicable Fair Market Value.

(g) "Participant" means for each Grant Date any director elected to the Board at the applicable annual meeting of shareholders who is not an associate of the Company or any subsidiary or affiliate of the Company on the applicable Grant Date.

(h) "Plan" means the Amended and Restated Outside Director Stock Option Plan of Odetics, Inc.

(i) "Stock Option" means a right granted pursuant to Section 6(a) of the Plan to a Participant on the applicable Grant Date to purchase 4,000 shares (subject to an adjustment in accordance with the provisions of Section 5(b) hereof) of Common Stock at the applicable Fair Market Value.

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(j) "1934 Act" means the Securities Exchange Act of 1934.

3. Effective Date. The Plan shall be effective beginning on the date it

is approved by the Company's shareholders and shall remain in effect for each applicable Grant Date until terminated. If the Plan is terminated, the terms of the Plan shall continue to apply to all outstanding Stock Options and Initial Stock Options granted prior to such termination.

4. Plan Operation. The Plan is intended to meet the requirements of Rule

16b-3(c)(2)(ii) adopted under the 1934 Act and accordingly is intended to be self-governing. To this end, the Plan is intended to require no discretionary action by any administrative body with regard to any transaction under the Plan except as specified in Section 5(b) of the Plan. If any questions of interpretation arise, they shall be resolved by the Board.

5. Common Stock Available for Stock Options.

(a) Number of Shares. A maximum of 200,000 shares of Common Stock may be

issued upon the exercise of Stock Options and Initial Stock Options granted under the Plan. Shares of Common Stock shall not be deemed issued until the applicable Stock Option or Initial Stock Option has been exercised and, accordingly, any shares of Common Stock represented by Stock Options and Initial Stock Options which expire unexercised or which are cancelled shall remain available for issuance under the Plan.

(b) Adjustments. The number of shares available or to be subject to Stock

Options and Initial Stock Options granted under the Plan and to any outstanding Stock Options and Initial Stock Options or the exercise price of any such Stock Options and Initial Stock Options shall be automatically adjusted consistent with the effect on other shareholders arising from any corporate restructuring or similar action. Such actions may include, but are not limited to, any stock dividend, stock split, combination or exchange of shares, merger, consolidation, recapitalization, spin-off or other distribution (other than normal cash dividends) of Company assets to shareholders, or any other change affecting the Common Stock.

6. Stock Option and Initial Stock Option Terms.

(a) Granting of Stock Options and Initial Stock Options. Each Participant

shall be granted a Stock Option on each Grant Date that the Plan is in effect and, if a Participant has not previously received an Initial Stock Option, then such Participant shall also be granted an Initial Stock Option on such Grant Date.

2.

(b) Duration and Exercisability. Each Stock Option shall have a

term of ten years from the date of grant and shall become initially exercisable as follows:

Number of Shares -----	Date Initially Exercisable -----
1,300	1st Grant Date Anniversary
1,350	2nd Grant Date Anniversary
1,350	3rd Grant Date Anniversary

Each Initial Stock Option shall have a term of ten years from the date of grant and shall be entirely exercisable beginning on the date of grant.

(c) Termination of Directorship. When a Participant ceases to be a

member of the Board, for whatever reason, each exercisable Stock Option or Initial Stock Option or portion thereof, held by such Participant shall continue to be exercisable until the earlier of (i) the end of the original term of such option or (ii) five years from the date such Participant ceases to be a member of the Board. Any nonexercisable Stock Option, or portion thereof, held by such Participant shall be cancelled as of the Participant's date of termination of

Board service.

7. General Provisions.

(a) Nontransferability of Stock Options and Initial Stock Options.

Stock Options and Initial Stock Options may not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by the laws of descent and distribution or gifts to or for the benefit of family members of the Participant. The designation of a beneficiary shall not constitute a transfer. A Stock Option or an Initial Stock Option may be exercised, during the lifetime of the Participant, only by such Participant or his or her legal representative.

(b) Documentation of Grants. Stock Options and Initial Stock Options

shall be evidenced by written agreements or such other appropriate documentation as the Board shall prescribe.

(c) Plan Amendment. The Board may suspend or amend the Plan if deemed

to be in the best interests of the Company and its shareholders; provided, however, that (i) no such amendment may impair any Participant's right regarding any outstanding Stock Option or Initial Stock Option without his or her consent, and (ii) the Plan may not be amended more than once every six months other than to comport with changes in the Internal Revenue Code, the Employee Retirement Income Security Act, or the rules thereunder, and only to the extent

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such amendment is permitted by Rule 16b-3(c)(2)(ii)(B), or its successor, under the 1934 Act.

(d) Future Rights. Neither the Plan nor the granting of Stock Options

or Initial Stock Options nor any other action taken pursuant to the Plan, shall constitute or be evidence of any agreement or understanding, express or implied, that the Company shall retain a Participant for any period of time, or at any particular rate of compensation as a member of the Board. Nothing in this Plan shall in any way limit or effect the right of a Board or the shareholders of the Company to remove any Participant from the Board or otherwise terminate his or her service as a member of the Board.

(e) Governing Law. The validity, construction and effect of the Plan

and any such actions taken under or relating to the Plan shall be determined in accordance with the laws of the State of California and applicable federal law.

4.

ODETICS, INC.
1994 LONG-TERM INCENTIVE EQUITY PLAN

1. Purpose. This 1994 Long-Term Incentive Equity Plan (the "Plan")

is intended to promote the long-term success of Odetics, Inc. (the "Company") by providing its officers and other employees with incentives to create excellent performance and to continue in the employ of the Company, its subsidiaries and affiliates. By encouraging Plan participants to become shareholders of the Company and by providing actual ownership through Plan awards, it is also intended that participants will view the Company from an ownership prospective.

2. Term. The Plan shall terminate at the close of business on the

fifth anniversary of its approval by the Company's shareholders. After termination of the Plan no future awards may be granted but previously granted awards shall remain outstanding in accordance with their applicable terms and conditions and the terms and conditions of the Plan.

3. Plan Administration. A Committee (the "Committee") appointed by

the Board shall be responsible for administering the Plan. The Committee shall be comprised of two or more "disinterested directors" of the Board (as defined in Rule 16b-3 (or any successor rule) promulgated under the Securities and Exchange Act of 1934 (the "1934 Act") who are non-employee members of the Board and who shall also qualify to administer the Plan as contemplated by Section 162(m) of the Internal

1.

Revenue Code of 1986, as amended (the "Code"). The Committee shall have full and exclusive power to interpret the Plan and to adopt such rules, regulations and guidelines for carrying out the Plan as it may deem necessary or proper, all of which power shall be executed in the best interests of the Company and in keeping with the objectives of the Plan. This power includes, but is not limited to, selecting award recipients, establishing all award terms and conditions and adopting modifications, amendments and procedures, including those contemplated by Section 15 of the Plan, as well as rules and regulations governing awards under the Plan, and to make all other determinations necessary or advisable for the administration of the Plan.

4. Eligibility. Any employee of the Company shall be eligible to

receive one or more awards under the Plan. "Employee" shall also include any former employee of the Company eligible to receive an assumed or replacement award as contemplated in Section 5 and 8, and "Company" includes any entity that is directly or indirectly controlled by the Company or any entity in which the Company has a significant equity interest, as determined by the Committee.

5. Shares of Common Stock Subject to the Plan. Subject to the

provisions of Section 6 of the Plan, the aggregate number of shares of Class A Common Stock (\$.10 par value) of

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the Company ("shares") which may be transferred to participants under the Plan shall be 350,000, plus any shares available for grants under the Prior Plans (defined below) on the date the Plan is approved by the Company's shareholders, and any shares which subsequently become available to the extent that

outstanding stock options are terminated or canceled under the Company's 1992 Stock Incentive Plan, 1982 Nonstatutory Stock Option Plan, and 1981 Incentive Stock Option Plan (the "Prior Plans"). The aggregate number of shares that may be issued under awards pursuant to Section 8(c) of the Plan and the aggregate number of shares that may be covered by awards granted to any single individual under the Plan shall not exceed 185,000 shares. The aggregate number of shares that may be subject to incentive stock options ("ISOs") intended to comply with Section 422 of the Code shall not exceed 550,000.

Shares subject to awards under the Plan, which expire, terminate or are canceled without exercise or vesting shall thereafter be available for the granting of other awards. Any shares tendered, either actually or by attestation, by a person as full or partial payment made to the Company, on or after the effective date of the Plan in connection with any exercise of a stock option or receipt of shares under the Plan or Prior Plans shall again be available for grants under the Plan. Further, in instances where a stock appreciation right ("SAR") or other award is settled in cash, the shares covered

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by such award shall remain available for issuance under the Plan. Likewise, the payment of cash dividends and dividend equivalents paid in cash in conjunction with outstanding awards shall not be counted against the shares available for issuance. Any shares that are issued by the Company, and any awards that are granted through the assumption, or in substitution for, outstanding awards previously granted by an acquired entity shall not be counted against the shares available for issuance under the Plan.

Any shares issued under the Plan may consist in whole or in part of authorized and unissued shares or of treasury shares, and no fractional shares shall be issued under the Plan. Cash may be paid in lieu of any fractional shares in settlements of awards under the Plan.

6. Adjustments and Reorganizations. In the event of any stock

dividend, stock split, combination or exchange of shares, merger, consolidation, spin-off, recapitalization or other distribution (other than normal cash dividends) of Company assets to shareholders, or any other change affecting shares or share price, such proportionate adjustments, if any, as the Committee in its discretion may deem appropriate to reflect such change shall be made with respect to (a) the aggregate number of shares that may be issued under the Plan, (b) each outstanding award made under the Plan, and (c) the

4.

exercise price per share for any outstanding stock options, SARs or similar awards under the Plan.

In the event that the Company undergoes a change in control (as defined by the Committee), or is liquidated or reorganized, or is not the surviving Company in a merger or consolidation with another Company, and in the absence of the surviving company's assumption of outstanding awards made under the Plan, the Committee may provide for appropriate adjustments, including the acceleration of vesting, and settlements of such awards either as of the time of award or at a subsequent date.

7. Fair Market Value. Fair Market Value for all purposes under the

Plan shall mean either (a) the average of the closing bid and asked prices of Class A Common Stock as quoted in the Over-the-Counter Market Summary or the closing price (or if there was no sale on the date in question, the highest asked price per share of Class A Common Stock on such date) on the Nasdaq National Market System or on any exchange on which common stock may be listed as published in the Western Edition of the Wall Street Journal, or (b) if there is no listing or trading of Class A Common Stock either over-the-counter or on the National Market System, a price to be established by the Committee in its

discretion.

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8. Awards. The Committee shall determine the type or types of

award(s) to be made to each participant. Awards may be granted singly, in combination or in tandem. Awards also may be made in combination or in tandem with, in replacement of, as alternatives to, or as the payment form for grants or rights under any other employee or compensation plan of the Company including the plan of any acquired entity. The types of awards that may be granted under the Plan are:

(a) Stock Options. This is a grant of a right to purchase a specified

number of shares during a specified period as determined by the Committee. The purchase price per share for each stock option shall be not less than 100% of Fair Market Value on the date of grant, provided, however, that with respect to an ISO granted to an individual then owning (within the meaning of Section 422(d) of the Code) more than 10% of the total combined voting power of all classes of stock of the Company or its Parent or Subsidiaries (as defined in Section 424(f) of the Code), the purchase price shall be not less than 110% of Fair Market Value on the date of grant. If a stock option is granted retroactively in tandem with or as a substitution for an SAR, the exercise price may be no lower than the Fair Market Value of a share on the date the SAR was granted. A stock option may be in the form of an ISO which, in addition to being subject to applicable terms, conditions and limitations established by the Committee, complies with Section 422 of the Code. The price at which

6.

shares may be purchased under a stock option shall be paid in full by the optionee at the time of the exercise in cash or such other method permitted by the Committee, including (i) tendering (either actually or by attestation) shares, (ii) surrendering a stock award valued at Fair Market Value on the date of surrender, (iii) authorizing a third party to sell the shares (or a sufficient portion thereof) acquired upon exercise of a stock option and assigning the delivery to the Company of a sufficient amount of the sale proceeds to pay for all the shares acquired through such exercise, (iv) delivering an interest-bearing full recourse promissory note (subject to any limitations of applicable state incorporation law), or (v) any combination of the above.

The Committee may grant stock options that provide for the award of a new stock option when the exercise price has been paid for by tendering shares to the Company. Such a stock option shall be limited to the number of shares tendered, with the stock option purchase price set at the then-current Fair Market Value, and shall not extend beyond the remaining term of the originally exercised option.

(b) SARs. This is a right to receive a payment, in cash and/or

shares, equal to the excess of the Fair Market Value of a specified number of shares on the date the SAR is exercised over the Fair Market Value on the date the SAR was granted as set forth in the applicable award agreement.

7.

Except if an SAR is granted retroactively in tandem with or in substitution for a stock option, the designated Fair Market Value in the applicable award agreement for the date of grant shall be no lower than the actual Fair Market Value of a share on such date of grant.

(c) Stock Awards. This is an award made or denominated in shares or

units equivalent in value to shares. All or part of any stock award may be subject to conditions and restrictions established by the Committee, and set forth in the award agreement, which may include but are not limited to continuous service with the Company, achievement of specific business objectives and other measurements of individual, business unit or Company performance.

9. Dividends and Dividend Equivalents. The Committee may provide

that any awards under the Plan earn dividends or dividend equivalents. Such dividends or dividend equivalents may be paid currently or may be credited to a participant's account. Any crediting of dividends or dividend equivalents may be subject to such restrictions and conditions as the Committee may establish, including reinvestment in additional shares or share equivalents.

10. Deferrals and Settlements. Payment of awards may be in the form

of cash, stock, other awards or combinations thereof as the Committee shall determine, and with such

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restrictions as it may impose. The Committee also may require or permit participants to elect to defer the issuance of shares or the settlement of awards in cash under such rules and procedures as it may establish under the Plan. It also may provide that deferred settlements include the payment or crediting of interest in the deferral amounts, or the payment or crediting of dividend equivalents where the deferral amounts are denominated in shares.

11. Transferability and Exercisability. Awards granted under the

Plan shall not be transferable or assignable other than by will or the laws of descent and distribution, except that the Committee may provide for the transferability of particular awards: (a) by gift or other transfer of an award to (i) any trust or estate in which the original award recipient or such participant's spouse or other immediate relative has a substantial benefit interest or (ii) a spouse or other immediate relative; (b) pursuant to a qualified domestic relations order (as defined by the Code); and (c) as gifts to immediate family members of the recipient. However, any award so transferred shall continue to be subject to all the terms and conditions contained in the instrument evidencing such award.

In the event that a participant terminates employment with the Company to assume a position with a governmental, charitable, educational or other non-profit institution, the

9.

Committee may subsequently authorize a third party, including but not limited to a "blind" trust, to act on behalf of and for the benefit of such participant regarding any outstanding awards held by the participant subsequent to such termination of employment. If so permitted by the Committee, a participant may designate a beneficiary or beneficiaries to exercise the rights of the participant and receive any distribution under the Plan upon the date of the participant.

Subject to the overall limitations of Section 5 hereof (relating to the aggregate shares subject to the Plan), the aggregate fair market value (determined as of the time the option is granted) of shares of stock with respect to which ISOs are exercisable for the first time by the optionee during any calendar year (under the Plan and all other incentive stock option plans of the Company) shall not exceed \$100,000.

Upon the retirement of an officer, director or employee or the cessation of services provided by a nonemployee (either pursuant to a Company retirement plan, if any, or pursuant to the approval of the Committee), an option or SAR may be exercised (to the extent exercisable at the date of such

termination or cessation) by him within such period after the date of his retirement or cessation of services (not to exceed three (3) months) as the Committee shall prescribe in his award agreement.

10.

In the event an officer, director or employee ceases to serve as an officer or director or leaves the employ of the Company or a nonemployee ceases to provide services to the Company for any reason other than as set forth above, any option or SAR which he holds shall terminate at (i) the earlier of 30 days after the date (A) his employment terminates, or (B) he ceases providing services to the Company or the date he receives written notice that his employment or rendering of services is or will be terminated, or (ii) such later date as determined by the Committee not to exceed the maximum period under the preceding paragraph hereof with respect to ISOs. The foregoing shall not extend any options or SAR beyond the term specified therein and such option SAR shall be exercisable only to the extent exercisable at date of termination of employment or cessation of services.

12. Award Agreements. Awards under the Plan shall be evidenced by

agreements that set forth the terms, conditions and limitations for each award which may include in the term of an award (except that in no event shall the term of any ISO exceed a period of ten years from the date of its grant or five years with respect to an ISO granted to an individual then owning more than 10% of the total combined voting power of all classes of stock of the Company. Such term shall not exceed five years), the provisions applicable in the event the participant's employment terminates, and the Company's authority to unilaterally or bilaterally amend, modify,

11.

suspend, cancel or rescind any award. The Committee need not require the execution of any such agreement, in which case acceptance of the award by the participant shall constitute agreement to the terms of the award.

13. Foreign Participation. In order to assure the viability of

awards granted to participants employed in foreign countries, the Committee may provide for such special terms as it may consider necessary or appropriate to accommodate differences in local law, tax policy, or custom. Moreover, the Committee may approve such supplements to, or amendments, restatements or alternative versions of the Plan as it may consider necessary or appropriate for such purposes without thereby affecting the terms of the Plan as in effect for any other purposes; provided, however, that no such supplements, amendments, restatements or alternative versions shall increase the share limitations contained in Section 5 of the Plan.

14. Plan Amendments. The Plan only may be amended by the Committee

as it deems necessary or appropriate to better achieve the purposes of the Plan, except that no such amendment would increase the number of shares available for issuance (other than in accordance with Sections 5 and 6 of the Plan) or cause the Plan not to comply with Rule 16b-3 (or any successor rule) under the 1934 Act or Section 162(m) of

12.

the Code shall be made without the approval of the Company's shareholders.

15. Tax Withholding. The Company shall have the right to deduct from

any settlement of an award made under the Plan, including the delivery or vesting of shares, a sufficient amount to cover withholding of any federal, state or local taxes required by law, or to take such other action as may be

necessary to satisfy any such withholding obligations. The Committee may permit shares to be used to satisfy required tax withholding and such shares shall be valued at the Fair Market value as of the settlement date of the applicable award.

16. Other Benefit and Compensation Programs. Unless otherwise

specifically determined by the Committee, settlements of awards received by participants under the Plan shall not be deemed a part of a participant's regular, recurring compensation for purposes of calculating payments or benefits from any Company benefit plan, severance program or severance pay law of any country. Further, the Company may adopt other compensation programs, plans or arrangements as it deems appropriate or necessary.

17. Unfunded Plan. Unless otherwise determined by the Committee, the

Plan shall be unfunded and shall not create (or be construed to create) a trust or a separate fund or funds. The Plan shall not establish any fiduciary relationship

13.

between the Company and any participant or other person. To the extent any person holds any rights by virtue of a grant awarded under the Plan, such rights (unless otherwise determined by the Committee) shall be no greater than the rights of an unsecured general creditor of the Company.

18. Use of Proceeds. The cash proceeds received by the Company from

the issuance of shares pursuant to awards under the Plan shall constitute general funds of the Company.

19. Regulatory Approval. The implementation of the Plan, the

granting of any award under the Plan, and the issuance of shares upon the exercise or settlement of any award shall be subject to the Company's procurement of all approvals and permits required by regulatory authorities having jurisdiction over the Plan, the awards granted under it or the shares issued pursuant to it.

20. Future Rights. No person shall have any claim or rights to be

granted an award under the Plan, and nothing in this Plan or in any award granted hereunder shall confer upon any recipient the right to continue to be retained in the employ of the Company.

14.

21. Governing Law. The validity, construction and effect of the Plan

and any actions taken or relating to the Plan shall be determined in accordance with the laws of the State of California and applicable federal law.

22. Successors and Assigns. The Plan shall be binding on all

successors and assigns of a participant, including, without limitation, the estate of such participant and the executor, administrator or trustee of such estate, or any receiver or trustee in bankruptcy or representative of the participant's creditors.

15.

EXHIBIT 5

June 11, 1996

ODE 2.1

Odetics, Inc.
1515 South Manchester Avenue
Anaheim, CA 92802-2907
Attn: Chief Financial Officer

Re: Registration Statement on Form S-8

Gentlemen:

We have acted as counsel for Odetics, Inc. (the "Company") in connection with the preparation and filing of the Company's Registration Statement on Form S-8 under the Securities Act of 1933, as amended (the "Registration Statement"), in connection with the registration of an aggregate of up to 1,002,230 shares of the Company's Class A Common Stock, \$.10 par value (the "Common Stock"), issuable under the Company's 1994 Long-Term Incentive Equity Plan and its Amended and Restated Outside Director Stock Option Plan (collectively, the "Plans").

For purposes of this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the Plans and of such other documents, corporate records, certificates of public officials and other instruments relating to the adoption and implementation of the Plans as we deemed necessary or advisable for purposes of this opinion. In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as certified, photostatic or conformed copies, and the authenticity of originals of all such latter documents. We have also assumed the due execution and delivery of all documents where due execution and delivery are prerequisites to the effectiveness thereof.

Odetics, Inc.
June 11, 1996
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Based on the foregoing examination, we are of the opinion that the shares of Common Stock issuable upon exercise of stock options granted pursuant to the Plans are duly authorized and, when issued in accordance with the Plans, will be validly issued, fully paid and nonassessable.

We consent to the filing of this opinion as an exhibit to the Registration Statement and to all references therein to our firm.

Very truly yours,

/s/Troy & Gould

Troy & Gould

Professional Corporation