

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372959

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Velodyne Acoustics, LLC		12/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Velodyne LiDAR, Inc.		
Street Address:	3500 South DuPont Highway		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19901		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4508293		
Registration Number:	3907481	ULTRA DEFINITION LIDAR	
Registration Number:	3524096	THE LIDAR THAT SEES IT ALL	
Registration Number:	3662148	HIGH DEFINITION LIDAR	
CORRESPONDENCE DATA			
Fax Number:	6503070332		
<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:	6503070332		
Email:	isabelle@spanolawgroup.com		
Correspondent Name:	joseph s spano		
Address Line 1:	851 burlway road, suite 407		
Address Line 4:	burlingame, CALIFORNIA 94010		
ATTORNEY DOCKET NUMBER:	VEL-GEN		
NAME OF SUBMITTER:	Joseph S. Spano		
SIGNATURE:	/Joseph S. Spano/		
DATE SIGNED:	02/11/2016		

OP \$115.00 4508293

Total Attachments: 7

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TECHNOLOGY ASSIGNMENT AND LICENSE

The following confirms an agreement between Velodyne Acoustics, LLC ("Velodyne Acoustics") and Velodyne LiDAR, Inc. ("Company") in which Velodyne Acoustics is assigning and licensing to the Company rights with respect to the subject matter referred to in Attachment A (collectively, the "Technology," which consist of "Assigned Technology" and "Licensed Technology" as indicated in Attachment A). This Agreement is effective as of December 31, 2015 (the "Effective Date").

1. Certain Definitions. "IP" includes all without limitation, all patent rights, copyrights, trademark rights, trade secret rights, moral rights and any other intellectual property rights and similar rights anywhere in the world (whether or not yet applied for) covering or embodied in or relating to any part of Technology or any use, production, dissemination or other activity relating to any Technology. "Derivatives" of any subject matter include, without limitation, all derivatives, improvements, modifications, enhancements, extensions, new version, products, plug-ins and the like with respect to or that incorporate or are based on or interoperate with or are related to any portion of that subject matter.

2. Assignment. Velodyne Acoustics hereby assigns to Company all rights, title and interest in or relating to the Technology identified on Attachment A as "Assigned Technology," as well as all IP relating thereto.

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3. License.

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4. Exclusivity/Technology Disclosure. The assignment in Section 2 is exclusive.

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5. Delivery of Technology.

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6. Ownership, Representations, and Disclaimers.

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7. Consideration.

Redacted

8. Post-Effective Date Services.

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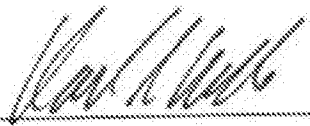
9. Miscellaneous. This Agreement represents the entire agreement with respect to the Technology, IP, Derivatives or other subject matter hereof and supersedes any prior agreement or understanding related thereto, and no changes or modifications or waivers or supplements to this Agreement will be effective unless in writing and signed by both parties hereafter. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws provisions

thereof and in the event of a dispute, the prevailing party will be entitled to attorneys' fees and costs. Each party agrees to provide such assignments, documents, consents, confirmations, and like as the other may reasonably request from time to time to allow it to fully perfect and enjoy the benefits of this Agreement. This Agreement is not assignable by Velodyne Acoustics (except to a successor to substantially all its business or assets), but is fully assignable by Company. The provisions of this agreement are severable and the invalidity or unenforceability of any provisions hereof shall not affect the validity or enforceability of the other hereof. If Velodyne Acoustics (or any successor) transfers any interest in the Technology or IP, the transferee will be subject to the provision of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first written above.

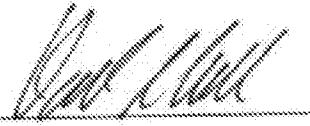
VELODYNE ACOUSTICS, LLC

By: 

Name: David Hall

Title: Authorized Signatory

VELODYNE LIDAR, INC.

By: 

Name: David Hall

Title: Chief Executive Officer

Attachment A

TECHNOLOGY DESCRIPTION

The "Assigned Technology" means the following (and related materials provided by Velodyne Acoustics), as well as all related information and know-how:

Velodyne LiDAR technology.

LiDAR is a tool and technique to measure the shape and contour of the ground and/or environment/objects. The science is based on the physics of light and optics. LiDAR gathers its information by sending out laser light and gathering the light each laser beam generates that is reflected back. LiDAR uses Time of Flight (TOF) measurement, where a pulse of light is emitted and the return trip to an object is measured and by using the speed of light, the exact distance can be determined.

Velodyne's version of LiDAR collects millions of data points and creates a 3-D data cloud and picture of roads, cars, buildings, signs, people, and more in the environment.

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Patents and Patent Applications:

List of Pending Provisional Patent Applications						
Docket #	U.S. App. Ser. No.			Filing Date		Title
VEL-001-PROV	62/260,205			November 25, 2015		Three Dimensional LIDAR System With Targeted Field Of View
List of Issued Patents						
Docket #	U.S. App. Ser. No.	U.S. Pat. No.	Earliest Priority Date	Filing Date	Issue Date	Title
	11/777,802	7,969,558	July 13, 2006	July 13, 2007	June 28, 2011	High Definition Lidar System

	12/792,636	8,675,181	June 2, 2009	June 2, 2010	March 18, 2014	Color Lidar Scanner
	13/109,901	8,767,190	July 13, 2006	May 17, 2011	July 1, 2014	High Definition Lidar System

Domain Names:

Domain Name	Registration Host
VelodyneLidar.com	network solutions

Trademarks:

Title and Description	Date of Application	Date of Registration	Pending Serial No.	Registered Trademark No.	Application No.
Design mark	12-Jun-12	1-Apr-14		4508293	85649245
Citation & Image: ultra definition lidar	1-Jun-10	18-Jan-11		3907481	85051804
Citation & Image: The lidar that sees it all	1-Apr-08	28-Oct-08		3524096	77436725
Citation & Image: High Definition Lidar	31-Mar-08	28-Jul-09		3662148	77436186

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Attachment B
CONTRACTS

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