

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499991

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OUSTER, INC.		11/27/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RUNWAY GROWTH CREDIT FUND INC.		
Street Address:	205 N. Michigan Ave., Suite 4200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87586770	FLEETGUIDE	
Serial Number:	87261639	OUSTER	
Registration Number:	5509278	OUSTER	
Registration Number:	5509279		
Serial Number:	87261649		
Serial Number:	87712302	OUSTER OS	
Serial Number:	87712297	OUSTER OS	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	326420-114		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		

CH \$190.00 87586770

DATE SIGNED:	11/29/2018
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of November 27, 2018, among **OUSTER, INC.**, a Delaware corporation, (“**Grantor**”) and **RUNWAY GROWTH CREDIT FUND INC.**, as collateral agent for Lenders (in such capacity, “**Agent**”).

RECITALS

A. Grantor, certain lenders from time to time party thereto (collectively “**Lenders**”), and Agent, as administrative agent and collateral agent for lenders, are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Lender hereby agree:

AGREEMENT

1. To secure the Obligations, Grantor grants Agent for the benefit of the Lenders a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate in all material respects as of the date hereof.

2. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.

3. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

4. This Agreement constitutes a Loan Document. Accordingly, it is subject to the provisions of Section 11 of the Loan Agreement, which are hereby incorporated herein by reference, *mutatis mutandis*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

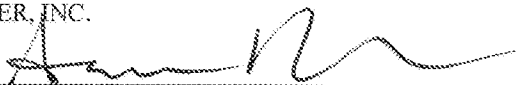
Address of Grantor:

350 Treat Avenue
San Francisco, CA 94110

Attention: Michael Yee and Myra Pasek

GRANTOR:

OUSTER, INC.

By: 
Name: Charles Angus Pacala
Title: Chief Executive Officer

Address of Agent:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Email: tr@runwaygrowth.com; ka@runwaygrowth.com

AGENT:

RUNWAY GROWTH CREDIT FUND INC.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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Address of Grantor:

350 Treat Avenue
San Francisco, CA 94110

Attention: Michael Yee and Myra Pasek

GRANTOR:

OUSTER, INC.

By _____
Name: _____
Title: _____

Address of Agent:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Email: tr@runwaygrowth.com; ka@runwaygrowth.com

AGENT:

RUNWAY GROWTH CREDIT FUND INC.

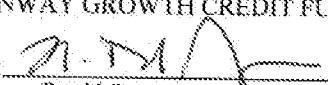
By:  _____
Name: David Spreng
Title: Chief Executive Officer

EXHIBIT A
COPYRIGHTS

None.


EXHIBIT B**PATENTS**

File Number	Title	App Number	Patent Number	Publication Number	Status & Remarks
Country IP Family Number		Filing Date	Issue Date	Publication Date	
103033-1058442/US P001US1	OPTICAL SYSTEM FOR COLLECTING DISTANCE INFORMATION WITHIN A FIELD	15/276,532 9/26/16	9,992,477 6/5/18	US 2017-0289524 A1 10/5/17	Issued
103033-1070104/US P001USC1	OPTICAL SYSTEM FOR COLLECTING DISTANCE INFORMATION WITHIN A FIELD	15/880,491 1/25/18		US-2018-0152691-A1 5/31/18	Published
103033-1069754/US P001USX1	OPTICAL SYSTEM FOR COLLECTING DISTANCE INFORMATION WITHIN A FIELD	15/861,330 1/3/18	10,063,849 8/28/18	US-2018-0167602-A1 6/14/18	Issued
103033-1058444/US P002US1	SYSTEMS AND METHODS FOR CALIBRATING AN OPTICAL DISTANCE SENSOR	15/419,053 1/30/17	9,989,406 6/5/18	US 2017-0219426 A1 8/3/17	Issued
103033-1079390/US P002USC1	SYSTEMS AND METHODS FOR CALIBRATING AN OPTICAL DISTANCE SENSOR	15/934,338 3/23/18		US-2018-0209841-A1 7/26/18	Published
103033-1097776/AU P002AU1	SYSTEMS AND METHODS FOR CALIBRATING AN OPTICAL DISTANCE SENSOR	2017212835 1/30/17		2017212835 09/06/18	Published
103033-1097777/CA P002CA1	SYSTEMS AND METHODS FOR CALIBRATING AN OPTICAL DISTANCE SENSOR	3013065 1/30/17		3013065 8/3/17	Published
103033-1097781/SG P002SG1	SYSTEMS AND METHODS FOR CALIBRATING AN OPTICAL DISTANCE SENSOR	11201806442Y 1/30/17		11201806442Y 8/30/18	Published
103033-1064938/US P004US1	OPTICAL SYSTEM FOR COLLECTING DISTANCE INFORMATION WITHIN A FIELD	15/685,384 8/24/17		US-2018-0059222-A1 3/1/18	Published

103033-1058450/US P003US1	ACCURATE PHOTO DETECTOR MEASUREMENTS FOR LIDAR	15/909,628 3/1/18		US-2018-0259645-A1 9/13/18	Published
103033-1079395/US P004USC1	OPTICAL SYSTEM FOR COLLECTING DISTANCE INFORMATION WITHIN A FIELD	15/934,613 3/23/18		US-2018-0217236-A1 8/2/18	Published
103033-1059680/WO P001WO	OPTICAL SYSTEM FOR COLLECTING DISTANCE INFORMATION WITHIN A FIELD	PCT/US2017/039306 6/26/17		WO 2018/057084 3/29/18	Published
103033-1058448/WO P002WO	SYSTEMS AND METHODS FOR CALIBRATING AN OPTICAL DISTANCE SENSOR	PCT/US2017/015683 1/30/17		WO/2017/132691 8/3/17	Published
103033-1078069/WO P003WO1	ACCURATE PHOTO DETECTOR MEASUREMENTS FOR LIDAR	PCT/US2018/020525 3/1/18		WO 2018/160886 9/7/18	Published
103033-1064968/WO P004WO	OPTICAL SYSTEM FOR COLLECTING DISTANCE INFORMATION WITHIN A FIELD	PCT/US2017/048379 8/24/17		WO 2018/039432 3/1/18	Published

EXHIBIT C

TRADEMARKS

Title	Case Image	Official No.	Application Date	Registration Date	Status
FLEETGUARD		87/408600	Apr-12-2017		Abandoned
FLEETGUIDE		87/586770	Aug-28-2017		Allowed
OUSTER		87/261639	Dec-08-2016		Allowed
OUSTER		5509278	Dec-08-2016	Jul-03-2018	Registered
Ouster logo		5509279	Dec-08-2016	Jul-03-2018	Registered
Ouster logo		87/261649	Dec-08-2016		Allowed
OUSTER OS		87/712302	Dec-07-2017		Allowed
OUSTER OS		87/712297	Dec-07-2017		Allowed