TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500019

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:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	87408600	FLEETGUARD
Serial Number:	87586770	FLEETGUIDE
Registration Number:	5509278	OUSTER
Serial Number:	87261639	OUSTER
Registration Number:	5509279	
Serial Number:	87261649	
Serial Number:	87712302	OUSTER OS
Serial Number:	87712297	OUSTER OS

CH $215.00 87408600

CORRESPONDENCE DATA

Fax Number: 4048853900

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.

Phone: 4048853868
Email: rusty.close@troutman.com
Correspondent Name: CHRISTOPHER CLOSE
Address Line 1: TROUTMAN SANDERS LLP
Address Line 2: 600 PEACHTREE STREET NE, SUITE 3000
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.002721
NAME OF SUBMITTER:	Christopher C Close, Jr.

SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	11/29/2018

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**Agreement**") is entered into as of the Effective Date by and between **SILICON VALLEY BANK**, a California corporation ("**Bank**") and **OUSTER, INC.**, a Delaware corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, all of Grantor's right, title and interest in, to and under, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation, those copyright applications and registrations set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation, those trademark applications and registrations set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation, those applications and registrations set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include (a) any "intent to use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Intellectual Property Collateral, (b) rights held under licenses that are not assignable by their terms without the consent of the licensor thereof, and (c) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law).

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

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

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

OUSTER, INC.

DocuSigned by:
By: Charles Angus Pacala
0B2E4FBF9F7946D...
Name: Charles Angus Pacala
Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

DocuSigned by:
By: Stephen Chang
44B2565DD6B5497...
Name: Stephen Chang
Title: Director

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

File Number Country IP Family Number	Title	App Number Filing Date	Patent Number Issue Date	Publication Number Publication Date	Status & Remarks
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	Official No.	App. Date	Reg. Date	Class(es)	All Goods / Services (One Line)	Case Status
FLEETGUARD	87/408600	Apr-12-2017		09	**Class 09:** Electronic system comprised of Lidar-based 3D sensors, onboard computer, display, cameras, telematics, GPS and vision modules for monitoring, aggregating, mapping and analyzing environmental data, and providing auditory and visual warnings to drivers operating motor vehicles; Computer hardware and software for use in monitoring, aggregating, mapping and analyzing environmental data, and providing auditory and visual warnings to drivers operating motor vehicles; Safety and driving assistant system for motor vehicles comprised of electronic proximity sensors, lidar, telematics, GPS, computer and cameras; Vehicle safety equipment, namely, an on-board vehicular safety system comprised of display monitors, lidar, computers, telematics, GPS, image sensors, cameras, and operating system and application software for use in monitoring, aggregating, mapping and analyzing environmental data, and providing auditory and visual warnings to drivers operating motor vehicles	Abandoned
FLEETGUIDE	87/586770	Aug-28-2017		09	**Class 09:** Electronic system comprised of lidar-based 3D light sensors, navigation apparatus for vehicles in the nature of onboard computers, displays in the nature of computer screens, telematics apparatus, namely, wireless internet devices which provide telematic services and have a cellular phone function, GPS apparatus in the nature of GPS receivers, and vision modules in the nature of cameras and LIDAR for monitoring, aggregating, mapping and analyzing environmental data, and providing auditory and visual warnings to drivers operating motor vehicles; Computer hardware and software for use in monitoring, aggregating, mapping and analyzing environmental data, and providing auditory and visual warnings to drivers operating motor vehicles; Safety and driving assistant system for motor vehicles comprised of electronic proximity sensors, lidar-based 3D light sensors, telematics apparatus, namely, wireless Internet devices which provide telematic services and have a cellular phone function, GPS apparatus in the nature of GPS receivers, computer and cameras; vehicle safety equipment for vehicle detection, namely, an on-board vehicular safety system comprised of display monitors, lidar-based 3D light sensors, computers, telematics apparatus, namely, wireless Internet devices which provide telematic services and have a cellular phone function, GPS apparatus in the nature of GPS receivers, image sensors, cameras, and operating system and application software for use in monitoring, aggregating, mapping and analyzing environmental data, and providing auditory and visual warnings to drivers operating motor vehicles	Allowed
OUSTER	5509278	Dec-08-2016	Jul-03-2018	09	**Class 09:** Lidar apparatus; computer software for use in obtaining, displaying, analyzing and visualizing digital map data and information; computer software for use in controlling a lidar apparatus	Registered
OUSTER	87/261639	Dec-08-2016		42	**Class 42:** Platform as a service (PAAS) featuring a computer software platform for use in obtaining, displaying, analyzing and visualizing digital map data and information; software as a service (SAAS) services, namely, hosting software for use by others for use in obtaining, displaying, analyzing and visualizing digital map data and information	Allowed
	5509279	Dec-08-2016	Jul-03-2018	09	**Class 09:** Lidar apparatus; computer software for use in obtaining, displaying, analyzing and visualizing digital map data and information; computer software for use in controlling a lidar apparatus	Registered

Title	Official No.	App. Date	Reg. Date	Class(es)	All Goods / Services (One Line)	Case Status
	87/261649	Dec-08-2016		42	**Class 42:** Platform as a service (PAAS) featuring a computer software platform for use in obtaining, displaying, analyzing and visualizing digital map data and information; software as a service (SAAS) services, namely, hosting software for use by others for use in obtaining, displaying, analyzing and visualizing digital map data and information	Allowed
OUSTER OS	87/712302	Dec-07-2017		42	**Class 42:** Platform as a service (PAAS) featuring a computer software platform for use in obtaining, displaying, analyzing and visualizing digital map data and information; software as a service (SAAS) services, namely, hosting software for use by others for use in obtaining, displaying, analyzing and visualizing digital map data and information	Allowed
OUSTER OS	87/712297	Dec-07-2017		09	**Class 09:** Electronic system comprised of Lidar-based 3D sensors, onboard computer, display, cameras, telematics, GPS and vision modules for monitoring, aggregating, mapping and analyzing environmental data, and providing auditory and visual warnings to drivers operating motor vehicles; Computer hardware and software for use in monitoring, aggregating, mapping and analyzing environmental data, and providing auditory and visual warnings to drivers operating motor vehicles; Safety and driving assistant system for motor vehicles comprised of electronic proximity sensors, lidar, telematics, GPS, computer and cameras; Vehicle safety equipment, namely, an on-board vehicular safety system comprised of display monitors, lidar, computers, telematics, GPS, image sensors, camera s, and operating system and application software for use in monitoring, aggregating, mapping and analyzing environmental data, and providing auditory and visual warnings to drivers operating motor vehicles.	Allowed

EXHIBIT D

Mask Works

None