

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642545

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|---|-------------------------------------|-------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AEYE, INC. | | 04/26/2021 | 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: 6 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 90531644 | AGILE LIDAR | |
| Serial Number: | 90531636 | DYNAMIC VIXELS | |
| Serial Number: | 90531630 | IDAR | |
| Serial Number: | 90463689 | DETERMINISTIC DETECTION LOGIC | |
| Serial Number: | 88762263 | AEYE | |
| Serial Number: | 88762238 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4048853900 | | |
| <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: | 4048853868 | | |
| Email: | rusty.close@troutman.com | | |
| Correspondent Name: | CHRISTOPHER CLOSE | | |
| Address Line 1: | TROUTMAN PEPPER LLP | | |
| Address Line 2: | 600 PEACHTREE STREET NE, SUITE 3000 | | |
| Address Line 4: | ATLANTA, GEORGIA 30308-2216 | | |
| ATTORNEY DOCKET NUMBER: | 220763.002907 | | |
| NAME OF SUBMITTER: | Christopher C Close, Jr. | | |
| SIGNATURE: | /Christopher C. Close Jr./ | | |
| DATE SIGNED: | 04/27/2021 | | |

CH \$165.00 90531644

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) is entered into as of April 26, 2021, by and between **SILICON VALLEY BANK**, a California corporation (“**Bank**”), and **AEYE, 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 as of August 16, 2019 (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).

B. Concurrently herewith, Bank and Grantor are entering into that certain Consent and First Amendment to Loan and Security Agreement dated of even date herewith by and among Bank, Grantor, AEye International IP LLC, a Delaware limited liability company, and AEye International, LTD., a Cayman Islands exempted company (the “**First Amendment**”). Bank is willing to enter into the Amendment, 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.

C. Pursuant to the terms of the First Amendment, 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its 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, 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 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 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 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.

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 First Amendment and 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.

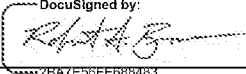
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the 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:

AEYE, INC.

DocuSigned by:
By: 
Name: Robert Brown
Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

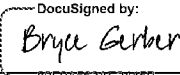
DocuSigned by:
By: 
Name: Bryce Gerber
Title: Vice President

EXHIBIT A

Copyrights

| No. | Description | Registration Number | Application Number |
|-----|-----------------|---------------------|--------------------|
| 1. | None Identified | | |

EXHIBIT B

Patents

| No. | Description | Application Number | Registration Number | Application Date / Registration Date |
|-----|--|--------------------|---------------------|---|
| 1. | Blood Vessels Analysis Methodology for The Detection of Retina Abnormalities | 16/757,401 | | 04/19/2020 |
| 2. | Ladar System and Method with Adaptive Pulse Duration | | 10,641,897 | 05/05/2020 |
| 3. | Ladar System and Method with Polarized Receivers | | 10,656,272 | 05/19/2020 |
| 4. | Ladar System and Method with Frequency Domain Shuttering | | 10,921,450 | 02/16/2021 |
| 5. | Ladar System and Method with Cross-Receiver | 16/407,626 | | 05/09/2019 |
| 6. | Method and System for Ladar Transmission Employing Dynamic Scan Patterns with Macro Patterns and Base Patterns | | 10,042,043 | 08/07/2018 |
| 7. | Ladar Transmitter with Optical Field Splitter/Inverter | | 10,042,159 | 08/07/2018 |

| No. | Description | Application Number | Registration Number | Application Date / Registration Date |
|-----|---|--------------------|---------------------|---|
| 8. | Method and System for Ladar Transmission with Spinning Polygon Mirror for Dynamic Scan Patterns | | 10,073,166 | 09/11/2018 |
| 9. | Method and System for Ladar Transmission with Closed Loop Feedback Control of Dynamic Scan Patterns | | 10,078,133 | 09/18/2018 |
| 10. | Method and System for Ladar Transmission with Spiral Dynamic Scan Patterns | | 10,088,558 | 10/02/2018 |
| 11. | Method and System for Ladar Pulse Deconfliction Using Delay Code Selection | | 10,185,028 | 01/22/2019 |
| 12. | Method and System for Ladar Pulse Deconfliction To Detect and Track Other Ladar Systems | | 10,209,349 | 02/19/2019 |
| 13. | Method and System for Ladar Transmission with Interline Detouring for Dynamic Scan Patterns | | 10,215,848 | 02/26/2019 |
| 14. | Ladar Pulse Deconfliction Method | | 10,379,205 | 08/13/2019 |
| 15. | Ladar Point Cloud Compression | | 10,386,464 | 08/20/2019 |

| No. | Description | Application Number | Registration Number | Application Date / Registration Date |
|-----|--|--------------------|---------------------|---|
| 16. | Ladar Pulse Deconfliction Apparatus | | 10,386,467 | 08/20/2019 |
| 17. | Intelligent Ladar System with Low Latency Motion Planning Updates | | 10,495,757 | 12/03/2019 |
| 18. | Adaptive Control of Ladar Shot Selection Using Spatial Index of Prior Ladar Return Data | | 10,598,788 | 03/24/2020 |
| 19. | Ladar Receiver with Advanced Optics | | 10,641,872 | 05/05/2020 |
| 20. | Method and Apparatus for an Adaptive Ladar Receiver | | 10,641,873 | 05/05/2020 |
| 21. | Ladar System and Method with Adaptive Pulse Duration | | 10,641,897 | 05/05/2020 |
| 22. | Low Latency Intra- Frame Motion Estimation Based on Clusters of Ladar Pulses | | 10,641,900 | 05/05/2020 |
| 23. | Ladar Transmitter with Ellipsoidal Reimager | | 10,642,029 | 05/05/2020 |

| No. | Description | Application Number | Registration Number | Application Date / Registration Date |
|-----|---|--------------------|---------------------|---|
| 24. | Adaptive Control of Ladar Systems Using Spatial Index of Prior Ladar Return Data | | 10,656,252 | 05/19/2020 |
| 25. | Ladar System and Method with Polarized Receivers | | 10,656,272 | 05/19/2020 |
| 26. | Adaptive Control of Ladar System Camera Using Spatial Index of Prior Ladar Return Data | | 10,656,277 | 05/19/2020 |
| 27. | Ladar Receiver with Co-Bore Sited Camera | | 10,663,596 | 05/26/2020 |
| 28. | System and Method for Synthetically Filling Ladar Frames Based on Prior Ladar Return Data | | 10,670,718 | 06/02/2020 |
| 29. | Adaptive Ladar Receiver | | 10,754,015 | 08/25/2020 |
| 30. | Adaptive Ladar Receiving Method | | 10,761,196 | (09/01/2020 |
| 31. | Ladar Receiver Range Measurement Using Distinct Optical Path for Reference Light | | 10,782,393 | 09/22/2020 |

| No. | Description | Application Number | Registration Number | Application Date / Registration Date |
|-----|---|--------------------|---------------------|---|
| 32. | Ladar Transmitter with Optical Field Splitter/Inverter for Improved Gaze on Scan Area Portions | | 10,908,262 | 02/02/2021 |
| 33. | Ladar Transmitter with Feedback Control of Dynamic Scan Patterns | | 10,908,265 | 02/02/2021 |
| 34. | Ladar System and Method with Frequency Domain Shuttering | | 10,921,450 | 02/02/2021 |
| 35. | Method and System for Scanning Ladar Transmission with Pulse Modulation | | 9,885,778 | 02/02/2021 |
| 36. | Method and System for Ladar Transmission with Interline Skipping for Dynamic Scan Patterns | | 9,897,689 | 02/02/2021 |
| 37. | Method and Apparatus for an Adaptive Ladar Receiver | | 9,933,513 | 04/03/2018 |
| 38. | Ladar System with Dichroic Photodetector for Tracking the Targeting of a Scanning Ladar Transmitter | 15/430,221 | | 02/10/2017 |
| 39. | Ladar Transmitter with Induced Phase Drift for Improved Gaze on Scan Area Portions | 15/431,096 | | 02/13/2017 |

| No. | Description | Application Number | Registration Number | Application Date / Registration Date |
|-----|--|--------------------|---------------------|---|
| 40. | Method and System for Optical Data Communication Via Scanning Ladar | 15/896,262 | | 02/14/2018 |
| 41. | Ladar System with Intelligent Selection of Shot List Frames Based on Field of View Data | 16/106,441 | | 08/21/2018 |
| 42. | Adaptive Control of Ladar Shot Energy Using Spatial Index of Prior Ladar Return Data | 16/356,061 | | 03/18/2019 |
| 43. | Adaptive Ladar Receiver Control Using Spatial Index of Prior Ladar Return Data | 16/356,079 | | 03/18/2019 |
| 44. | Ladar System and Method with Cross- Receiver | 16/407,626 | | 05/09/2019 |
| 45. | Method and Apparatus for An Adaptive Ladar Receiver | 16/865,655 | | 05/04/2020 |
| 46. | Ladar Transmitter with Ellipsoidal Reimager | 16/865,687 | | 05/04/2020 |
| 47. | Ladar System with Adaptive Receiver | 17/024,014 | | 09/17/2020 |

| No. | Description | Application Number | Registration Number | Application Date / Registration Date |
|-----|---|--------------------|---------------------|---|
| 48. | Intelligent Ladar System with Low Latency Motion Planning Updates | PCT/US2018/047199 | | 08/21/2018 |
| 49. | Ladar Transmitter with Reimager | PCT/US2018/041102 | | 07/06/2018 |
| 50. | Method and System for Ladar Pulse Deconfliction | PCT/US2018/018179 | | 02/14/2018 |
| 51. | Adaptive Ladar Receiver | PCT/US2017/018415 | | 02/17/2017 |
| 52. | Ladar Transmitter with Improved Gaze on Scan Area Portions | PCT/US2017/018359 | | 02/17/2017 |
| 53. | Methods and Systems for Ladar Transmission | PCT/US2015/045399 | | 08/14/2015 |

EXHIBIT C

Trademarks

| No. | Description | Serial Number | Registration Number | Registration Date |
|-----|---|---------------|---------------------|-------------------|
| 1. | AGILE LIDAR | 90/531,644 | | 02/17/2021 |
| 2. | DYNAMIC VIXELS | 90/531,636 | | 02/17/2021 |
| 3. | IDAR | 90/531,630 | | 02/17/2021 |
| 4. | DETRMINISTIC DETECTION LOGIC | 90/463,689 | | 01/13/2021 |
| 5. | AEYE | 88/762,263 | | 01/16/2020 |
| 6. |  | 88/762,238 | | 01/16/2020 |

EXHIBIT D

Mask Works

| No. | Description | Application Number | Registration Number |
|-----|-----------------|--------------------|---------------------|
| 1. | None Identified | | |