

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768545

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Applied Optoelectronics, Inc.		11/16/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Northbridge Credit LLC		
Street Address:	11 West 42nd Street		
Internal Address:	13th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2535730	AOI	
Registration Number:	3001557	APPLIED OPTOELECTRONICS, INC.	
Registration Number:	2832440	AOI	
Registration Number:	5897518	AOI APPLIED OPTOELECTRONICS, INC.	
CORRESPONDENCE DATA			
Fax Number:			
<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:	14155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/ mp		
DATE SIGNED:	11/17/2022		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of November 16, 2022, between APPLIED OPTOELECTRONICS, INC., a Delaware corporation (the "Grantor"), and CIT Northbridge Credit LLC, a Delaware limited liability company, as administrative agent for the Secured Parties as defined in the Loan Agreement defined below (in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan, Security and Guarantee Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Grantor, as a Borrower, the other Obligors from time to time party thereto, the financial institutions party to the Loan Agreement from time to time as Lenders and Agent, Lenders have agreed to make Loans to the Borrowers; and

WHEREAS, in order to induce Agent and Lenders to enter into the Loan Agreement and other Loan Documents and to induce Lenders to make the Loans as provided for in the Loan Agreement, the Grantor has agreed to execute and deliver to the Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to Agent, for the benefit of Secured Parties, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks and trademark licenses to which it is a party including those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each trademark and trademark license; and

(d) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any licensed trademark or (ii) injury to the goodwill associated with any trademark or any licensed trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to Agent or any Secured Party whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of Secured Parties, pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and related documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks or service marks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall promptly notify Agent in writing of any such new trademarks for which the Grantor files an application for registration with the United States Patent and Trademark Office. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement,

instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record (such term is defined in Section 9-102(a)(69) of the UCC) and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts of laws principles.

9. SUCCESSORS AND ASSIGNS. This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. RECORDATION. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Agent.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor have caused this Trademark Security Agreement to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

GRANTOR:

APPLIED OPTOELECTRONICS, INC.

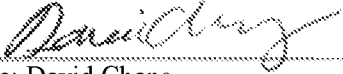
By: 

Name: Stefan J. Murty

Title: Chief Financial Officer and Chief Strategy Officer

ACKNOWLEDGED AND AGREED:

CIT NORTHBRIDGE CREDIT LLC,
as Agent

By: 
Name: David Chang
Title: Authorized Signatory

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>	<u>Country</u>
AOI	Applied Optoelectronics, Inc.	Issued	835558	7/29/2004	Australia
AOI	Applied Optoelectronics, Inc.	Abandoned	835558	7/29/2004	China
AOI	Applied Optoelectronics, Inc.	Issued	835558	7/29/2004	Europe
AOI	Applied Optoelectronics, Inc.	Issued	835558	7/29/2004	Korea
AOI	Applied Optoelectronics, Inc.	Issued	835558	7/29/2004	Madrid Protocol
AOI	Applied Optoelectronics, Inc.	Issued	835558	7/29/2004	UK
AOI (no special lettering)	Applied Optoelectronics, Inc.	Issued	2,535,730	4/3/2000	US
APPLIED OPTOELECTRONICS, INC.	Applied Optoelectronics, Inc.	Issued	836064	7/28/2004	Japan
APPLIED OPTOELECTRONICS, INC.	Applied Optoelectronics, Inc.	Issued	836064	7/28/2004	Madrid Protocol
APPLIED OPTOELECTRONICS, INC.	Applied Optoelectronics, Inc.	Issued	3,001,557 (Principal Register) Prior Reg. No. 2,641,218 on Supplemental Register	7/28/2004	US

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>	<u>Country</u>
AOI (special lettering) 1st AOI LOGO	Applied Optoelectronics, Inc.	Issued	2,832,440	3/9/2001	US
AOI APPLIED OPTOELECTRONICS, INC., Stylized	Applied Optoelectronics, Inc.	Issued	5,897,518	7/29/2016	US
AOI APPLIED OPTOELECTRONICS, INC., Stylized	Applied Optoelectronics, Inc.	Issued	37122258	3/27/2019	China
QUANTUM BANDWIDTH	Applied Optoelectronics, Inc.	Pending	97539601	8/8/2022	US

Applied Trademarks

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>	<u>Country</u>
AOI	Applied Optoelectronics, Inc.	Pending	110066134	9/10/2021	Taiwan
AOI (special lettering) 1st AOI LOGO	Applied Optoelectronics, Inc.	Pending	110066132	10-Sep-21	Taiwan
AOI APPLIED OPTOELECTRONICS, INC., Stylized	Applied Optoelectronics, Inc.	Pending	110066133	9/10/2021	Taiwan