

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM797741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		03/24/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AEye, Inc.		
Street Address:	1 Park Place, Suite 200		
City:	Dublin		
State/Country:	CALIFORNIA		
Postal Code:	94568		
Entity Type:	Corporation: DELAWARE		
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	
Registration Number:	6629734	AEYE	
Registration Number:	6629733		
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	3145526000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Thompson Coburn LLP		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	56976-146942		
NAME OF SUBMITTER:	benjamin L. Volk, Jr.		
SIGNATURE:	/benjamin l. volk, jr/		
DATE SIGNED:	03/27/2023		

CH \$165.00 90531644

Total Attachments: 13

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TERMINATION OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

AEye, Inc., a Delaware corporation with its principal place of business at 1 Park Place, Suite 200, Dublin, CA 94568 (the "**Grantor**"), is the owner of record of the patents and patent applications listed on the attached **Exhibit A**, now issued or pending in the United States Patent and Trademark Office (the "**Patents**"); and is the owner of record of the trademarks and trademark applications listed on the attached **Exhibit B**, now issued or pending in the United States Patent and Trademark Office (the "**Trademarks**"); and

WHEREAS, the Grantor entered into that certain Intellectual Property Security Agreement dated as of April 26, 2021 (the "**Security Agreement**"), between the Grantor and Silicon Valley Bank ("**Secured Party**"), a true and correct copy of which was recorded by the United States Patent and Trademark Office on April 28, 2021, at Reel 056077, Frame 0284;

WHEREAS, the Grantor has satisfied its obligations to the Secured Party, as evidenced by that certain UCC-3 filing confirming termination of the security interest dated as of August 23, 2021, which is attached as **Exhibit C**;

WHEREAS, the Grantor has satisfied its obligations to the Secured Party, as evidenced by that certain Pay-Off Letter dated as of September 2, 2021 (the "**Pay-Off Letter**"), which are attached as **Exhibit D**;

WHEREAS, the Pay-Off Letter authorizes the Grantor to documents necessary to evidence the release of the Secured Party's security interests in the Grantor's patents and trademarks;

WHEREAS, pursuant to the Pay-Off Letter, the Grantor hereby desires to terminate the Security Agreement and the Secured Party's security interest in the Patents and Trademarks;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby:

1. terminates the Secured Party's security interest in the Patents listed on the attached Exhibit A and the Trademarks listed on the attached Exhibit B; and
2. authorizes and requests the Commissioner of the United States Patent and Trademark Office to note and record the existence of the release hereby given.

IN WITNESS WHEREOF, the Grantor has caused this Termination of Security Interest in Patents and Trademarks to be signed by its duly authorized representative as of this 24th day of March 2023.

Grantor:

AEye, Inc.

By: /s/ Siraj Husain

Name: Siraj Husain

Title: Associate General Counsel &
Assistant Corporate Secretary

Exhibit A

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 B

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 C

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) (206) 359-3833
B. E-MAIL CONTACT AT FILER (optional) SSEIGLE@PERKINSCOTIE.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) STEPHANIE SEIGLE 1201 THIRD AVENUE SUITE 4900 SEATTLE, WA 98101

Delaware Department of State
U.C.C. Filing Section
Filed: 12:07 PM 08/23/2021
U.C.C. Initial Filing No: 2021 3289825
Amendment No: 2021 6667225
Service Request No: 20213050093

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 20213289825
1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS

2. [X] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. [] ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9

4. [] CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. [] PARTY INFORMATION CHANGE: Check one of these two boxes: AND Check one of these three boxes to: CHANGE name and/or address, ADD name, DELETE name

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)
6a. ORGANIZATION'S NAME
OR
6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)
7a. ORGANIZATION'S NAME
OR
7b. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. [] COLLATERAL CHANGE: Also check one of these four boxes: [] ADD collateral [] DELETE collateral [] RESTATE covered collateral [] ASSIGN collateral

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
9a. ORGANIZATION'S NAME SVB INNOVATION CREDIT FUND VIII, L.P.
OR
9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA: 141721-0014 (DEBTOR: AEYE INTERNATIONAL IP LLC)



Exhibit D

September 02, 2021

Aeye, Inc.
1 Park Place
Suite 200
Dublin CA 94568
Attn: Andrea Haviley

Re: Pay-Off Letter

Dear Andrea Haviley:

We refer to the Loan and Security Agreement dated as of August 16, 2019 (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and between Aeye, Inc, Aeye International, Ltd., AEye International IP LLC (solely and collectively the "Borrower") and Silicon Valley Bank ("Bank"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised Bank that it intends to repay all amounts due and owing under the Loan Agreement and has requested that Bank provide Borrower with appropriate pay-off amounts for the principal, interest, and other amounts owing by Borrower to Bank under the Loan Documents (as defined below) (such amounts, collectively, the "Obligations"). The pay-off amounts for Borrower as of September 03, 2021 (the "Computation Date") under the Loan Documents are as follows (collectively, together with any additional interest accruing after the Computation Date that must be repaid by Borrower, the "Pay-Off Amount"):

Table with 3 columns: Description, Currency, Amount. Rows: Principal (\$ 2,333,333.35), Interest (\$ 712.97), Total Amount Owing (\$ 2,334,046.32)

From and after the Computation Date and until 12:00 pm Pacific time on the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount at the rate set forth in the Loan Agreement. The per diem accrual of interest on the unpaid principal amount is \$356.48. Upon request of Borrower, Bank shall provide Borrower with a revised figure for the amount of interest to be paid as a part of the Pay-Off Amount. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof. The foregoing principal balance assumes (1) no additional credit extensions under the Loan Agreement, and (2) that collections received by Bank in the normal course of business from the account debtors of Borrower are cleared by their respective banks.

This letter confirms that Borrower has waived the right to seek any additional credit extensions, and Bank shall not be obligated to make, and Bank shall not make, any further credit extensions or other financial accommodations under the Loan Agreement to or for the benefit of Borrower.

Borrower hereby authorizes Bank to deduct the Pay-Off Amount from Borrower's account, account number 3302775986 maintained with Bank.

Effective immediately upon Bank's receipt of payment in full in cash of the Pay-Off Amount (the date of Bank's receipt of the Pay-Off Amount being the "Pay-Off Date"; should Bank receive payment of the Pay-Off Amount in the form of a check made payable to Bank, the Pay-Off Date shall be the date that is ten (10) Business Days following Bank's receipt of such check), without further action on the part of the parties hereto (i) all Obligations under the Loan Agreement and any other related loan and collateral security documents that may have been issued by Borrower to

Bank in connection with the transaction evidenced by the Loan Agreement (collectively, the "Loan Documents"; provided, however, "Loan Documents" shall not include any Bank Services Agreement (as defined below) or any warrant executed by Borrower in favor of Bank and subsequently assigned to SVB Financial Group) shall be paid and discharged in full; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) except as otherwise provided below, all security interests and other liens of every type at any time granted to or held by Bank as security for the Obligations shall be terminated and automatically released without further action by Bank; (iv) all guaranties supporting the Loan Agreement shall be released without further action by Bank; and (v) all other obligations of Borrower shall be deemed terminated; provided, however, those obligations, liabilities, covenants, and terms that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement, shall continue to survive notwithstanding this termination.


Bank authorizes Borrower, or any other party on behalf of Borrower, upon or after the Pay-Off Date, to prepare and file any UCC-3 Termination Statements or other documents necessary to evidence the release of Bank's security interests in any of Borrower's property or assets that secured the Obligations and in any third party and any of such third party's property or assets that guarantied the Obligations or provided collateral security therefore. Within three (3) business days following the Pay-Off Date, Bank shall (i) if required by any third party, deliver to such third party such termination notices relating to any deposit or securities account control agreements or other notices terminating Bank's security interest arising under the Loan Documents, and (ii) if applicable, return any pledged stock in Bank's possession to the pledgor; provided, that any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees and expenses) shall be reimbursed promptly by Borrower on demand. From and after the Pay-Off Date, Bank further agrees to procure, deliver, or execute and deliver to Borrower, from time to time, all further releases not specified above, certificates, instruments, and documents as may be reasonably requested by Borrower or which are required to evidence the consummation of the payoff contemplated hereby, in each case at the expense of Borrower (including all reasonable attorneys' fees and expenses).

This letter may be executed by any of the parties hereto on separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Pay-Off Letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

This letter shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.


Very truly yours,

SILICON VALLEY BANK

By: 
Name: Jay Guy
Title: Vice President

Acknowledged by:

AEYE, INC.

By: 
Name: Robert A. Brown
Title: CFO

SVB ACCOUNT OFFICER – RETURN EXECUTED PAY-OFF LETTER TO GLS COLLATERAL GROUP

FOR BANK USE ONLY

GLS COLLATERAL – RECEIVED _____

