

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI22029

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TRIPLEPOINT VENTURE GROWTH BDC CORP.	01/26/2024
RECEIVING PARTY DATA	
Company Name:	LEOLABS, INC.
Street Address:	333 RAVENSWOOD AVENUE
Internal Address:	BUILDING 204
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94026
Company Name:	LEOLABS FEDERAL, INC.
Street Address:	333 RAVENSWOOD AVENUE
Internal Address:	BUILDING 204
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94026
PROPERTY NUMBERS Total: 14	
Property Type	Number
Application Number:	15561682
Application Number:	15901762
Application Number:	15787475
Application Number:	62914304
Application Number:	16574464
Application Number:	16896882
Application Number:	17169767
Application Number:	17357161
Application Number:	63188208
Application Number:	17410776
PCT Number:	US2055179
PCT Number:	US2055177
PCT Number:	US2138715

Property Type	Number
PCT Number:	US2147329

CORRESPONDENCE DATA

Fax Number: 6509385200

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: 6503357674

Email: clabella@fenwick.com,fwformalities@fenwick.com

Correspondent Name: FENWICK & WEST LLP

Address Line 1: 801 California Street

Address Line 2: 801 CALIFORNIA STREET

Address Line 4: Mountain View, CALIFORNIA 94041

ATTORNEY DOCKET NUMBER:	39308-00600
NAME OF SUBMITTER:	Christine Labella
SIGNATURE:	Christine Labella
DATE SIGNED:	02/14/2024

Total Attachments: 10

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RELEASE OF SECURITY INTEREST

This Release of Security Interest is made as of January 26, 2024 by TRIPLEPOINT VENTURE GROWTH BDC CORP., a Maryland corporation, as collateral agent and lender ("Lender") in favor of LEOLABS, INC, a Delaware corporation, and LEOLABS FEDERAL, INC., a Delaware corporation (collectively, "Company").

RECITAL

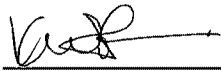
WHEREAS Company granted to Lender under a Plain English Intellectual Property Security Agreement dated as of January 20, 2022 (the "Security Agreement") a security interest in the copyrights, patents and trademarks of the Company (collectively, the "Intellectual Property"). Attached as Exhibit A is the Security Agreement.

WHEREAS Company has no outstanding obligations to Lender under the terms of the Security Agreement, Lender agrees to release its security interest in the Intellectual Property.

AGREEMENT

Now therefore, Lender agrees that it terminates and releases its security interest in the Intellectual Property and reassigns to Company, without warranty or recourse, all interest of Lender in the Intellectual Property.

TRIPLEPOINT VENTURE GROWTH BDC CORP., as Collateral Agent

By:  _____

Name: Kevin W. Thorne

Title: Chief Operating Officer

2755 Sand Hill Road, Suite 150
Menlo Park, CA 94025
T: (650) 233-2107

EXHIBIT A
SECURITY AGREEMENT

See attached.



PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of January 20, 2022 by and between TRIPLEPOINT VENTURE GROWTH BDC CORP., a Maryland corporation, in its capacity as collateral agent for itself and Lenders (as defined below) and each of LEOLABS, INC., a Delaware corporation and LEOLABS FEDERAL, INC., a Delaware corporation (the "Agreement").

The words "We", "Us", or "Our", refer to the grantee, which is TRIPLEPOINT VENTURE GROWTH BDC CORP. The words "You" or "Your" refers to the grantors (each and collectively, jointly and severally), which are LEOLABS, INC. and LEOLABS FEDERAL, INC. and not any individual. The words "the Parties" refers to TRIPLEPOINT VENTURE GROWTH BDC CORP., LEOLABS, INC and LEOLABS FEDERAL, INC.

Reference is made to the Plain English Growth Capital Loan and Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), dated as of January 20, 2022 by and among, You, the other borrowers from time to time party thereto, Collateral Agent and the lenders from time to time party thereto (each a "Lender" and collectively the "Lenders"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached Schedule A, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached Schedule B together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached Schedule C;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

IP Security Agreement (LeoLabs)

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

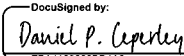
This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

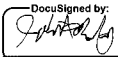
You: LEOLABS, INC.

Signature:  DocuSigned by:
EBA41296268D4A6

Print Name: Dan Ceperley

Title: CEO

You: LEOLABS FEDERAL, INC.

Signature:  DocuSigned by:
EF33C1AC43514E2...

Print Name: John Moberly

Title: President

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

To Plain English Intellectual Property Security Agreement
Between LEOLABS, INC. and LEOLABS FEDERREAL, INC, (each and collectively, jointly and severally) as
You (Grantor)
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)

PATENTS AND PATENT APPLICATIONS

PATENTS

LEOLABS, INC.

COUNTRY	STATUS	TITLE	APPLICATION #	APPLICATION DATE	PATENT #	GRANT DATE
Argentina	Issued	1D PHASED ARRAY ANTENNA FOR RADAR AND COMMUNICATIONS	20160103081	07-Oct-2016	AR106300B1	30-Jun-2021
Australia	Issued	1D PHASED ARRAY ANTENNA FOR RADAR AND COMMUNICATIONS	2016246770	08-Apr-2016	2016246770	29-Oct-2020
United States of America	Issued	1D PHASED ARRAY ANTENNA FOR RADAR AND COMMUNICATIONS	15/561,682	08-Apr-2016	11024958	01-Jun-2021
United States of America	Issued	DRONE-BASED CALIBRATION OF A PHASED ARRAY RADAR	15/901,762	21-Feb-2018	10921427	16-Feb-2021
United States of America	Issued	RANDOMIZED PHASE AND AMPLITUDE RADAR CODES FOR SPACE OBJECT TRACKING	15/787,475	18-Oct-2017	10698099	30-Jun-2020

PATENT APPLICATIONS

LEOLABS, INC.

COUNTRY	STATUS	TITLE	APPLICATION #	APPLICATION DATE
Canada	Pending	1D PHASED ARRAY ANTENNA FOR RADAR AND COMMUNICATIONS	2,984,133	08-Apr-2016
United States of America	Pending	TECHNOLOGIES FOR TRACKING SPACE OBJECTS	62/914,304	11-Oct-2019
European Patent Office	Pending	1D PHASED ARRAY ANTENNA FOR RADAR AND	16777378.7	08-Apr-2016

		COMMUNICATIONS		
New Zealand	Pending	1D PHASED ARRAY ANTENNA FOR RADAR AND COMMUNICATIONS	737041	08-Apr-2016
Argentina	Pending	RANDOMIZED PHASE AND AMPLITUDE RADAR CODES FOR SPACE OBJECT TRACKING	20180103024	17-Oct-2018
United States of America	Pending	SYSTEMS, DEVICES, AND METHODS FOR DETERMINING SPACE OBJECT ATTITUDE STABILITIES FROM RADAR CROSS-SECTION STATISTICS	16/574,464	18-Sep-2019
PCT	Pending	CALIBRATING RADARS AND TRACKING SPACE OBJECTS	PCT/US2020/055179	11-Oct-2020
European Patent Office	Pending	RANDOMIZED PHASE AND AMPLITUDE RADAR CODES FOR SPACE OBJECT TRACKING	18867699.3	15-Oct-2018
Canada	Pending	RANDOMIZED PHASE AND AMPLITUDE RADAR CODES FOR SPACE OBJECT TRACKING	3,073,753	15-Oct-2018
Japan	Pending	RANDOMIZED PHASE AND AMPLITUDE RADAR CODES FOR SPACE OBJECT TRACKING	2020-542531	15-Oct-2018
Australia	Pending	RANDOMIZED PHASE AND AMPLITUDE RADAR CODES FOR SPACE OBJECT TRACKING	2018350835	15-Oct-2018
New Zealand	Pending	RANDOMIZED PHASE AND AMPLITUDE RADAR CODES FOR SPACE OBJECT TRACKING	NZ762773	15-Oct-2018
United States of America	Pending	RANDOMIZED PHASE AND AMPLITUDE RADAR CODES FOR SPACE OBJECT TRACKING	16/896,882	09-Jun-2020
PCT	Pending	CALIBRATING RADARS AND TRACKING SPACE OBJECTS	PCT/US2020/055177	11-Oct-2020
United States of America	Pending	1D PHASED ARRAY ANTENNA FOR RADAR AND COMMUNICATIONS	17/169,767	08-Feb-2021
PCT	Pending	A SYSTEM AND METHOD FOR ORBITAL COLLISION SCREENING	PCT/US2021/038715	23-Jun-2021
United States of America	Pending	SYSTEM AND METHOD FOR ORBITAL COLLISION SCREENING	17/357,161	24-Jun-2021

United States of America	Pending	Detecting and Tracking Space Objects Using a Combination of Incoherent Processing, Dynamic Detection and Coherent and/or Correlator Processing	63/188,208	13-May-2021
European Patent Office	Pending	DETERMINING SPACE OBJECT ATTITUDE STABILITIES FROM RADAR CROSS-SECTION STATISTICS	20757423.7	24-Feb-2020
Canada	Pending	DETERMINING SPACE OBJECT ATTITUDE STABILITIES FROM RADAR CROSS-SECTION STATISTICS	3,131,519	24-Feb-2020
Japan	Pending	DETERMINING SPACE OBJECT ATTITUDE STABILITIES FROM RADAR CROSS-SECTION STATISTICS	2021-549966	24-Feb-2020
New Zealand	Pending	DETERMINING SPACE OBJECT ATTITUDE STABILITIES FROM RADAR CROSS-SECTION STATISTICS	779165	24-Feb-2020
Australia	Pending	DETERMINING SPACE OBJECT ATTITUDE STABILITIES FROM RADAR CROSS-SECTION STATISTICS	2020259110	24-Feb-2020
India	Pending	DETERMINING SPACE OBJECT ATTITUDE STABILITIES FROM RADAR CROSS-SECTION STATISTICS	202127043626	24-Feb-2020
Republic of Korea	Pending	DETERMINING SPACE OBJECT ATTITUDE STABILITIES FROM RADAR CROSS-SECTION STATISTICS	10-2021-7030554	24-Feb-2020
Argentina	Pending	A METHOD AND SYSTEM FOR DETECTING THE TUMBLING CHARACTERISTICS OF SPACE OBJECTS	20210102385	24-Aug-2021
PCT	Pending	A METHOD AND SYSTEM FOR DETECTING THE TUMBLING CHARACTERISTICS OF SPACE OBJECTS	PCT/US2021/047329	24-Aug-2021
United States of America	Pending	A METHOD AND SYSTEM FOR DETECTING THE TUMBLING CHARACTERISTICS OF SPACE OBJECTS	17/410,776	24-Aug-2021

SCHEDULE B

To Plain English Intellectual Property Security Agreement
Between LEOLABS, INC. and LEOLABS FEDERREAL, INC, (each and collectively, jointly and severally) as
You (Grantor)
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

None.

TRADEMARK APPLICATIONS

LEOLABS, INC.

Name	Date Filed	Serial Number	Status
LeoLabs (word mark)	June 18, 2021	US USPTO 90783402	Awaiting Examination
LeoLabs logo (color)	June 18, 2021	US USPTO 90783404	Awaiting Examination
LeoLabs logo (black/white)	June 18, 2021	US USPTO 90783405	Awaiting Examination
LeoLabs word mark and logo (color)	June 18, 2021	US USPTO 90783406	Awaiting Examination
LeoLabs word mark and logo (black/white)	June 18, 2021	US USPTO 90783407	Awaiting Examination

SCHEDULE C

To Plain English Intellectual Property Security Agreement
Between LEOLABS, INC. and LEOLABS FEDERREAL, INC, (each and collectively, jointly and severally) as
You (Grantor)
And TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)

COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

None.

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

None.