

TO: WOLF, GREENFIELD & SACKS, P.C. COMPANY: 600 ATLANTIC AVENUE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.103/04/2010
900156236

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EVERBRIDGE, INC.		08/18/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	EASTWARD CAPITAL PARTNERS IV, L.P.		
Street Address:	432 Cherry Street		
City:	West Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02465		
Entity Type:	LIMITED PARTNERSHIP:	Citizenship:	DELAWARE
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	77812283	EVERBRIDGE	
Serial Number:	77754482	MATRIX	
Serial Number:	77812258	EVERBRIDGE	
Serial Number:	77878043	EMERGENCY NOTIFICATION FOR CLOUD COMPUTING	
Serial Number:	77878033	EMERGENCY NOTIFICATION IN THE CLOUD	
Serial Number:	77878027	SMARTGIS	
Serial Number:	77754448	AWARE	
Serial Number:	77722258	INSTACOM	
CORRESPONDENCE DATA			
Fax Number:	(617)648-8648		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	817-848-8000		
Email:	pmarchetti@wolfgreenfield.com		
Correspondent Name:	Wolf, Greenfield & Sacks, P.C.		
Address Line 1:	800 Atlantic Avenue		

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TO:WOLF, GREENFIELD & SACKS, P.C. COMPANY:800 ATLANTIC AVENUE

Address Line 4: Boston, MASSACHUSETTS 02210	
ATTORNEY DOCKET NUMBER:	E0472.90002US00
NAME OF SUBMITTER:	Robert A. Jensen
Signature:	/Robert A. Jensen/
Date:	03/04/2010
Total Attachments: 3 source=E0472.90002US00 - Security Agreement#page1.tif source=E0472.90002US00 - Security Agreement#page2.tif source=E0472.90002US00 - Security Agreement#page3.tif	

TERM LOAN AND SECURITY AGREEMENT

Dated as of June 19, 2009

by and between

EASTWARD CAPITAL PARTNERS IV. L.P.
as lender

And

EVERBRIDGE, INC.
a Delaware corporation with the organizational identification number of: 4493096
505 N. Brand Boulevard, Suite 700
Glendale, CA 91203
as borrower

Exhibit B - Collateral

"Collateral" means all right, title and interest in and to and upon all Borrower's tangible and intangible assets, now owned or hereafter acquired and where ever located, including, without limitation, all of the following property and interests in property of Borrower:

(a) all of Borrower's tangible personal property, including without limitation all present and future goods, inventory and equipment (including items of equipment which are or become fixtures), computer hardware and software, now owned or hereafter acquired and all of Borrower's real property, including leasehold interests, now owned or hereafter acquired;

(b) all of Borrower's intangible personal property, including, without limitation, all present and future accounts, securities, contract rights, permits, general intangibles, chattel paper, Investment property, documents, instruments, deposit accounts, letter-of-credit rights, rights to the payment of money or other forms of consideration of any kind, tax refunds, insurance proceeds (including, without limitation, proceeds of any life insurance policy), now owned or hereafter acquired, and all intangible and tangible personal property relating to or arising out of any of the foregoing, including any Intellectual Property, including, but not limited to:

(i) 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 (collectively, the "Copyrights");

(ii) 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;

(iii) Any and all design rights which may be available to Borrower now or hereafter existing, created, acquired or held;

(iv) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(v) Any trademark and service mark rights, slogans, trade dress, and tradenames, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks");

(vi) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired (collectively, the "Mask Works"); and

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

(c) all of Borrower's present and future government contracts and rights thereunder and the related government accounts and proceeds thereof, now or hereafter owned or acquired by Borrower; provided, however, that Lender shall not have a security interest in any rights under any government contract of Borrower or in the related government account where the taking of such security interest would be a violation of an express prohibition contained in such government contract (for purposes of this limitation, the fact that a government contract is subject to, or otherwise refers to, Title 31, § 203 or Title 41, § 15 of the United States Code shall not be deemed an express prohibition against assignment thereof) or is prohibited by applicable law; and

(d) any and all additions to any of the foregoing, and any and all replacements, products and proceeds (including insurance proceeds) of any of the foregoing.

The Collateral is located at:

Colorado Datacenter:

Qwest CyberCenter -
9180 Commerce Ctr. Cir.,
Highlands Ranch, CO 80129

Burbank Datacenter:

Qwest CyberCenter
3015 Winona Ave.
Burbank, CA 91504

Toronto Datacenter:

Bell Canada Hosting
Attention: Jn
1st Floor
21 Canniff St
Toronto, Ontario
M5V 3G1

Vancouver Datacenter:

Fusepoint Managed Services
Suite 2406 555 West Hastings Street
P.O. Box 12062
Vancouver, BC, Canada V6B 4N5
Toll Free 1.866.296.5335
T 604.692.3077 F 604.633.2513

Corporate Office:
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Phone 818-230-9700
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