

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EVERBRIDGE, INC.		04/16/2010	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: 14

Property Type	Number	Word Mark
Serial Number:	78888121	INSTASTAFF
Serial Number:	78596672	MANAGE THE CRISIS, NOT THE COMMUNICATIONS
Serial Number:	77878027	SMARTGIS
Serial Number:	77878043	EMERGENCY NOTIFICATION FOR CLOUD COMPUTING
Serial Number:	77878033	EMERGENCY NOTIFICATION IN THE CLOUD
Serial Number:	77754462	MATRIX
Serial Number:	77754449	AWARE
Serial Number:	77722258	INSTACOM
Serial Number:	77612263	EVERBRIDGE
Serial Number:	77612258	EVERBRIDGE
Serial Number:	77319512	ACT-SAAS
Serial Number:	76512912	ONE CALL-REACHES ALL
Serial Number:	76512913	NATIONAL NOTIFICATION NETWORK
Serial Number:	76512911	NNN

CH \$365.00 78888121

CORRESPONDENCE DATA

Fax Number: (858)638-5033
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8586386733
Email: karen.johanson@dlapiper.com
Correspondent Name: DLA PIPER LLP (US)
Address Line 1: 4365 EXECUTIVE DR., SUITE 1100
Address Line 2: ATTN: KAREN JOHANSON
Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	354271-267
NAME OF SUBMITTER:	Troy Zander
Signature:	/Troy Zander/
Date:	04/16/2010

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and EVERBRIDGE, INC. ("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 the Effective Date (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, 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

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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security 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 Bank, of any or all other rights, powers or remedies.

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.

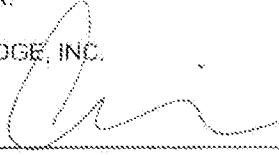
Address of Grantor:

505 N. Brand Avenue Suite 700
Glendale, CA 91203

Attn: Cinta Putra

GRANTOR:

EVERBRIDGE, INC.

By: 

Title: C.G.O.

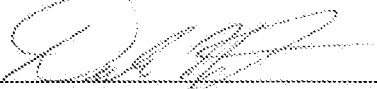
Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Derek Hoyt

BANK:

SILICON VALLEY BANK

By: 

Title: Deal Team Leader

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Selecting a mass notification system	TX 5-992-006	
Using mass notification in a disaster	TX 5-994-258	

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Providing notifications using text-to-speech conversion	12277189	11/24/08
Providing notifications using voice-to-text conversion	12277216	11/24/08
Online notification system	12277232	11/24/08
Notification system management	12277246	11/24/08
Emergency and non-emergency telecommunications notification system	7664233	2/16/10

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
INSTASTAFF	78888121	5/19/06
MANAGE THE CRISIS, NOT THE COMMUNICATIONS	78596672	11/20/09
SmartGIS	77878027	11/20/09
EMERGENCY NOTIFICATION FOR CLOUD COMPUTING	77878043	11/20/09
EMERGENCY NOTIFICATION IN THE CLOUD	77878033	11/20/09
MATRIX	77754462	6/8/09
AWARE	77754449	6/8/09
INSTACOM	77722258	4/24/09
EVERBRIDGE	77612263	11/11/08
EVERBRIDGE	77612258	11/11/08
ACT-SAAS	77319512	11/1/07
ONE CALL-REACHES ALL	76512912	5/9/03
NATIONAL NOTIFICATION NETWORK	76512913	5/9/03
NNN	76512911	5/9/03