

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

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|-----------------------------|----------|----------------|-----------------------|
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SHOTSPOTTER, INC. | | 06/21/2012 | CORPORATION: DELAWARE |

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|-----------------------------|---------------------------------|
| RECEIVING PARTY DATA | |
| Name: | SQUARE 1 BANK |
| Street Address: | 406 BLACKWELL STREET, SUITE 240 |
| City: | DURHAM |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 27701 |
| Entity Type: | CORPORATION: NORTH CAROLINA |

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| PROPERTY NUMBERS Total: 4 | | |
| Property Type | Number | Word Mark |
| Registration Number: | 3896150 | SHOTSPOTTER |
| Registration Number: | 3896113 | SHOTSPOTTER SENSE. TARGET. PROTECT. |
| Registration Number: | 3043357 | SHOT SPOTTER GUNSHOT LOCATION SYSTEM |
| Registration Number: | 3095554 | SECURES |

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| CORRESPONDENCE DATA | |
| Fax Number: | 9193541278 |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | |
| Phone: | 919-314-3086 |
| Email: | loandocsdept@square1bank.com |
| Correspondent Name: | Square 1 Bank |
| Address Line 1: | 406 Blackwell Street |
| Address Line 2: | Suite 240 |
| Address Line 4: | Durham, NORTH CAROLINA 27701 |

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| NAME OF SUBMITTER: | Lee Conner |
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CH \$115.00 3896150

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| Signature: | /leeconner-vlf/ |
| Date: | 08/01/2012 |
| Total Attachments: 8 source=ShotSpotter Inc#page1.tif source=ShotSpotter Inc#page2.tif source=ShotSpotter Inc#page3.tif source=ShotSpotter Inc#page4.tif source=ShotSpotter Inc#page5.tif source=ShotSpotter Inc#page6.tif source=ShotSpotter Inc#page7.tif source=ShotSpotter Inc#page8.tif | |

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ShotSpotter, Inc. (DE)
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 21, 2012 by and between **SQUARE 1 BANK** ("**Bank**") and **SHOTSPOTTER, INC.**, a Delaware corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of February 17, 2011 (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).

B. Bank is willing to extend and to continue to extend financial accommodations 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.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations to Bank, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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

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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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1060 Terra Bella Avenue
Mountain View, CA 94043

SHOTSPOTTER, INC.

By: 

Name: Ralph Clark

Title: President & CEO




BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

SQUARE 1 BANK

By: 

Name: Evan Travis

Title: AVP

EXHIBIT A
COPYRIGHTS

| Description | Registration Number | Registration Date |
|--------------------|--------------------------------|------------------------------|
| None. | | |

EXHIBIT B**PATENTS**

| <u>Description</u> | <u>Country</u> | <u>Registration OR Serial Number</u> | <u>Registration OR Filing Date</u> |
|--|----------------|--|--|
| Systems and Methods Related to Identifying and/or Locating Weapon Fire Incidents | US | 11/927,696 | 10/30/2007 |
| Systems and Methods for Known-Time Assisted Acoustic Location of Gunshot, Weapons-Fire or Launch Incident (Know-Time Assist) | US | 12/154,968 | 5/27/2008 |
| System and Method for Archiving Data from a Sensor Array | US | 12/188,808 | 08/08/2008 |
| Highly Portable System for Acoustic Event Detection [Continuation] | US | 11/925,747 | 10/26/2007 |
| Gunshot Location System with Aircraft Sound Filter | US | 11/939,551 | 11/13/2007 |
| Acoustic Survey Methods in Weapons Location System | US | 12/028,751 | 2/8/2008 |
| Acoustic Location of Gunshots Using Combined Angle of Arrival and Time of Arrival Measurements | US | 12/573,775 | 10/05/2009 |
| Systems and Methods of Automated Correlation of Weapon Fire Data with Monitored Persons-Of-Interest/Location Data | US | 12/757,029 | 04/08/2010 |
| Automatic Real-Time Gunshot Locator and Display System | US | 5,973,998 | 10/26/1999 |
| System and Method for Identifying and Locating an Acoustic Event | US | 6,847,587 | 01/25/2005 |
| System and Method for Protecting the Location of an Acoustic Event Detector | US | 7,139,222 | 11/21/2006 |
| Gunshot Detection Sensor with Display | US | 7,266,045 | 09/04/2007 |

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| System and Method for Archiving Data from a Sensor Array | US | 7,411,865 | 08/12/2008 |
| System and Method for Precision Acoustic Event Detection | US | 7,420,878 | 09/02/2008 |
| Acoustic Location of Gunshots Using Combined Angle of Arrival and Time of Arrival Measurements | US | 7,474,589 | 01/06/2009 |
| System and Method for Improving the Efficiency of an Acoustic Sensor | US | 7,532,542 | 05/12/2009 |
| Systems and Methods of Identifying/Locating Weapon Fire Including Return Fire, Targeting, Laser Sighting, and/or Guided Weapon Features | US | 7,586,812 | 09/08/2009 |
| Acoustic Location of Gunshots Using Combined Angle of Arrival and Time of Arrival Measurements | US | 7,599,252 | 10/06/2009 |
| Systems and Methods of Tracking and/or Avoiding Harm to Certain Devices or Humans | US | 7,602,329 | 10/13/2009 |
| Gunshot Detection Sensor with Display | US | 7,688,679 | 03/30/2010 |
| Systems and Methods of Identifying/Locating Weapon Fire Using Envelope Detection | US | 7,710,278 | 05/04/2010 |
| Systems and Methods of Communications for Weapon Detection Systems | US | 7,719,428 | 05/18/2010 |
| Highly Portable System for Acoustic Event Detection | US | 7,750,814 | 07/06/2010 |
| System and Method for Precision Acoustic Event Detection | US | 7,751,282 | 07/06/2010 |
| Systems and Methods of Identifying/Locating Weapon Fire Including Aerial Deployment | US | 7,755,495 | 07/13/2010 |
| Acoustic Detection of Weapons Near | US | 7,796,470 | 09/14/2010 |

Transportation Centers

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| Weapon Fire Location Systems and Methods Involving Mobile Device and/or Other Features | US | 7,855,935 | 12/21/2010 |
| Systems and Methods of Processing Impulses Including Bullet Pulses and/or Muzzle Pulses in association with Time Domain Representations | US | 7,961,550 | 06/14/2011 |
| Gunshot Detection Sensor with Display | US | 8,036,065 | 10/11/2011 |
| Systems and Methods of Directing a Camera to Image Weapon Fire | US | 8,063,773 | 11/22/2011 |
| Systems and Methods for Augmenting Gunshot Location Using Echo Processing Features | US | 8,134,889 | 03/13/2012 |
| Systems and Methods of Tracking and/or Avoiding Harm to Certain Devices or Humans | US | 11/930,072 | 10/30/2007 |
| Systems and Methods with Improved Three-Dimensional Source Location Processing Including Constraint of Location Solutions to a Two-Dimensional Plane | US | 12/694,259 | 01/26/2010 |
| System and Method for Precision Acoustic Event Detection | NZ | Patent# 541959 | 01/22/2004 |
| System and Method for Identifying and Locating an Acoustic Event | AU | Patent# 2004207239 | 05/20/2010 |
| System and Method for Identifying and Locating an Acoustic Event | ISRAEL | Patent# 169836 | 03/01/2011 |

EXHIBIT C
TRADEMARKS

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--------------------------------------|---|---|
| SHOTSPOTTER | 3896150 (Reg. No.) | 12/28/2010 |
| SHOTSPOTTER SENSE. TARGET. PROTECT. | 3896113 (Reg. No.) | 12/28/2010 |
| SHOT SPOTTER GUNSHOT LOCATION SYSTEM | 3043357 (Reg. No.) | 01/17/2006 |
| SECURES | 3095554 (Reg. No.) | 05/23/06 |

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