

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EVERBRIDGE, INC.		04/20/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 TASMAN DRIVE		
<b>City:</b>	SANTA CLARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3988315	EVERBRIDGE MATRIX	
<b>Serial Number:</b>	85516425	INTERACTIVE VISIBILITY	
<b>Serial Number:</b>	85516417	INTERACTIVE COMMUNICATIONS VISIBILITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4088524475		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	4088417195		
<b>Email:</b>	dsanchezbentz@vlpawgroup.com		
<b>Correspondent Name:</b>	Diana Sanchez Bentz, Legal Specialist		
<b>Address Line 1:</b>	VLP Law Group LLP		
<b>Address Line 2:</b>	235 Victoria Drive		
<b>Address Line 4:</b>	Gilroy, CALIFORNIA 95020		
<b>ATTORNEY DOCKET NUMBER:</b>	SVB-EVERBRIDGE-NEW TMS		
<b>NAME OF SUBMITTER:</b>	Diana Sanchez Bentz		

OP \$90.00 3988315

**900254012**

**TRADEMARK**  
**REEL: 005018 FRAME: 0813**

Signature:	/dsb1068/
Date:	05/01/2013
Total Attachments: 5 source=SVB_EverBridge_IPSA_as filed 05-01-2013#page1.tif source=SVB_EverBridge_IPSA_as filed 05-01-2013#page2.tif source=SVB_EverBridge_IPSA_as filed 05-01-2013#page3.tif source=SVB_EverBridge_IPSA_as filed 05-01-2013#page4.tif source=SVB_EverBridge_IPSA_as filed 05-01-2013#page5.tif	

## 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.E.O.


Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: BRUCE LOWRY

BANK:

SILICON VALLEY BANK

By: 

Title: DEAL TEAM LEADS

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
EMERGENCY AND NON-EMERGENCY TELECOMMUNICATIONS GEO-NOTIFICATION SYSTEM	7895263	02/22/2011
INCIDENT COMMUNICATION SYSTEM	10877821	06/25/2004
	8417553	04/09/2013
	20110087510	04/14/2011
	12579382	10/14/2009
NEW PATENT:		
NOTIFICATION SYSTEM MANAGEMENT	20130035055	02/07/2013
	13631627	09/28/2012

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
3N	3087494	05/02/2006

NEW TRADEMARKS:

INTERACTIVE VISIBILITY	85516425	01/13/2012
INTERACTIVE COMMUNICATIONS VISIBILITY	85516417	01/13/2012
EVERBRIDGE MATRIX	3988315	07/05/2011