

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
SHOTSPOTTER, INC.		11/21/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Silicon Valley Bank
Street Address:	3003 TASMAN DR.
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	3896150	SHOTSPOTTER
Registration Number:	3896113	SHOTSPOTTER SENSE. TARGET. PROTECT.
Registration Number:	3043357	SHOT SPOTTER GUNSHOT LOCATION SYSTEM

CORRESPONDENCE DATA	
Fax Number:	4048853900
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	4048853770
Email:	andrew.regan@troutmansanders.com
Correspondent Name:	ANDREW REGAN PHD
Address Line 1:	600 Peachtree St NE
Address Line 2:	#5200
Address Line 4:	ATLANTA, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	220763.001392
NAME OF SUBMITTER:	ANDREW REGAN PHD

CH \$90.00 3896150

Signature:	/ANDREW REGAN 66970/
Date:	11/27/2013
Total Attachments: 11 source=SVB_ShotSpotter (Executed IP Security Agreement)#page1.tif source=SVB_ShotSpotter (Executed IP Security Agreement)#page2.tif source=SVB_ShotSpotter (Executed IP Security Agreement)#page3.tif source=SVB_ShotSpotter (Executed IP Security Agreement)#page4.tif source=SVB_ShotSpotter (Executed IP Security Agreement)#page5.tif source=SVB_ShotSpotter (Executed IP Security Agreement)#page6.tif source=SVB_ShotSpotter (Executed IP Security Agreement)#page7.tif source=SVB_ShotSpotter (Executed IP Security Agreement)#page8.tif source=SVB_ShotSpotter (Executed IP Security Agreement)#page9.tif source=SVB_ShotSpotter (Executed IP Security Agreement)#page10.tif source=SVB_ShotSpotter (Executed IP Security Agreement)#page11.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is entered into as of November 21, 2013, by and between SILICON VALLEY BANK, a California corporation ("Bank"), and SHOTSPOTTER, INC., a Delaware corporation ("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 (i) that certain Loan and Security Agreement by and between Bank and Grantor dated as of November 30, 2012 and (ii) that certain Loan and Security Agreement (EXIM Loan Facility) by and between Bank and Grantor dated as of November 30, 2012 (collectively, 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. Pursuant to the terms of that certain Default Waiver and First Amendment to Loan and Security Agreement dated of even date herewith (the "First Amendment"), by and between Bank and Grantor, 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

1. Grant of Security Interest. 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) 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;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the First Amendment, which are hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

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.

GRANTOR:

SHOTSPOTTER, INC.



By: *Ralph Clark*
Name: Ralph Clark
Title: President & CEO

BANK:

SILICON VALLEY BANK

By: *Aman Jha*
Name: Aman Jha
Title: V.P.

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		

EXHIBIT B

Patents

<u>DESCRIPTION</u>	<u>Registration/ Application Number</u>	<u>Jurisdiction</u>	<u>Registration/ Application Date</u>
SYSTEMS AND METHODS WITH IMPROVED THREE-DIMENSIONAL SOURCE LOCATION PROCESSING INCLUDING CONSTRAINT OF LOCATION SOLUTIONS TO A TWO-DIMENSIONAL PLANE	8,369,184	US	February 5, 2013
SYSTEMS AND METHODS OF AUTOMATED CORRELATION OF WEAPON FIRE DATA WITH MONITORED PERSONS-OF-INTEREST/LOCATION DATA	8,351,297	US	January 8, 2013
SYSTEMS AND METHODS OF LOCATING WEAPON FIRE INCIDENTS USING MEASUREMENTS/DATA FROM ACOUSTIC, OPTICAL, SEISMIC, AND/OR OTHER SENSORS	8,325,563	US	December 4, 2012
ACOUSTIC SURVEY METHODS IN WEAPONS LOCATION SYSTEMS	8,325,562	US	December 4, 2012
SYSTEMS AND METHODS FOR AUGMENTING GUNSHOT LOCATION USING ECHO PROCESSING FEATURES	8,134,889	US	March 13, 2012
SYSTEMS AND METHODS OF DIRECTING A CAMERA TO IMAGE WEAPON FIRE	8,063,773	US	November 22, 2011
GUNSHOT DETECTION SENSOR WITH DISPLAY	8,036,065	US	October 11, 2011
SYSTEMS AND METHODS OF PROCESSING IMPULSES INCLUDING BULLET PULSES AND/OR MUZZLE PULSES IN ASSOCIATION WITH TIME DOMAIN REPRESENTATIONS	7,961,550	US	June 14, 2011
WEAPON FIRE LOCATION SYSTEMS AND METHODS INVOLVING MOBILE DEVICE AND/OR OTHER FEATURES	7,855,935	US	December 21, 2010
ACOUSTIC DETECTION OF WEAPONS NEAR TRANSPORTATION CENTERS	7,796,470	US	September 14, 2010

SYSTEMS AND METHODS OF IDENTIFYING/LOCATING WEAPON FIRE INCLUDING AERIAL DEPLOYMENT	7,755,495	US	July 13, 2010
SYSTEM AND METHOD FOR PRECISION ACOUSTIC EVENT DETECTION	7,751,282	US	July 6, 2010
HIGHLY PORTABLE SYSTEM FOR ACOUSTIC EVENT DETECTION	7,750,814	US	July 6, 2010
SYSTEMS AND METHODS OF IDENTIFYING/LOCATING WEAPON FIRE USING ENVELOPE DETECTION	7,710,278	US	May 4, 2010
GUNSHOT DETECTION SENSOR WITH DISPLAY	7,688,679	US	March 30, 2010
SYSTEMS AND METHODS OF TRACKING AND/OR AVOIDING HARM TO CERTAIN DEVICES OR HUMANS	7,602,329	US	October 13, 2009
ACOUSTIC LOCATION OF GUNSHOTS USING COMBINED ANGLE OF ARRIVAL AND TIME OF ARRIVAL MEASUREMENTS	7,599,252	US	October 6, 2009
SYSTEMS AND METHODS OF IDENTIFYING/LOCATING WEAPON FIRE INCLUDING RETURN FIRE, TARGETING, LASER SIGHTING, AND/OR GUIDED WEAPON FEATURES	7,586,812	US	September 8, 2009
SYSTEM AND METHOD FOR IMPROVING THE EFFICIENCY OF AN ACOUSTIC SENSOR	7,532,542	US	May 12, 2009
ACOUSTIC LOCATION OF GUNSHOTS USING COMBINED ANGLE OF ARRIVAL AND TIME OF ARRIVAL MEASUREMENTS	7,474,589	US	January 6, 2009
SYSTEM AND METHOD FOR ARCHIVING DATA FROM A SENSOR ARRAY	7,411,865	US	August 12, 2008
GUNSHOT DETECTION SENSOR WITH DISPLAY	7,266,045	US	September 4, 2007
ACOUSTIC SURVEY METHODS IN WEAPONS LOCATION SYSTEMS	12/028,751	US	February 8, 2008
SYSTEM AND METHOD FOR PRECISION ACOUSTIC EVENT DETECTION	12/658,771	US	February 11, 2010
SYSTEMS AND METHODS OF PROCESSING IMPULSES INCLUDING BULLET PULSES AND/OR MUZZLE PULSES IN ASSOCIATION WITH TIME DOMAIN REPRESENTATIONS	12/203,141	US	September 2, 2008

SYSTEM AND METHOD FOR PRECISION ACOUSTIC EVENT DETECTION	12/202,268	US	August 30, 2008
SYSTEMS AND METHODS OF IDENTIFYING/LOCATING WEAPON FIRE USING ENVELOPE DETECTION	11/981,710	US	October 30, 2007
SYSTEMS AND METHODS OF IDENTIFYING/LOCATING WEAPON FIRE INCLUDING AERIAL DEPLOYMENT	11/981,757	US	October 30, 2007
SYSTEMS AND METHODS OF COMMUNICATIONS FOR WEAPON DETECTION SYSTEMS	7,719,428	US	May 18, 2010
SYSTEMS AND METHODS OF DIRECTING A CAMERA TO IMAGE WEAPON FIRE	11/981,697	US	October 30, 2007
SYSTEMS AND METHODS RELATED TO IDENTIFYING AND/OR LOCATING WEAPON FIRE INCIDENTS	11/927,696	US	October 30, 2007
GUNSHOT DETECTION SENSOR WITH DISPLAY	11/923,636	US	October 24, 2007
SYSTEMS AND METHODS OF IDENTIFYING/LOCATING WEAPON FIRE INCLUDING RETURN FIRE, TARGETING, LASER SIGHTING, AND/OR GUIDED WEAPON FEATURES	11/981,827	US	October 30, 2007
SYSTEMS AND METHODS OF TRACKING AND/OR AVOIDING HARM TO CERTAIN DEVICES OR HUMANS	11/982,421	US	October 31, 2007
SYSTEMS AND METHODS FOR AUGMENTING GUNSHOT LOCATION INVOLVING ECHO PROCESSING FEATURES	PCT/US201 2/022446	PCT	January 24, 2012
SYSTEMS AND METHODS WITH IMPROVED THREE-DIMENSIONAL SOURCE LOCATION PROCESSING INCLUDING CONSTRAINT OF LOCATION SOLUTIONS TO A TWO-DIMENSIONAL PLANE	PCT/US201 0/022149	PCT	January 26, 2010
SYSTEMS AND METHODS INCLUDING AUDIO DOWNLOAD AND/OR NOISE INCIDENT LOCATION SYSTEM FEATURES	PCT/US200 8/078339	PCT	September 30, 2008
ACOUSTIC DETECTION OF WEAPONS NEAR TRANSPORTATION CENTERS	PCT/US200 8/078849	PCT	October 3, 2008

PROCESSING IMPULSES INCLUDING BULLET PULSES AND/OR MUZZLE PULSES IN ASSOCIATION WITH TIME DOMAIN REPRESENTATIONS	PCT/US2008/010336	PCT	September 2, 2008
WEAPON FIRE LOCATION SYSTEMS AND METHODS INVOLVING MOBILE DEVICE AND/OR OTHER FEATURES	PCT/US2008/078840	PCT	October 3, 2008
SYSTEM AND METHOD FOR IDENTIFYING AND LOCATING AN ACOUSTIC EVENT	IL169836	IL	July 24, 2005
AUTO MATIC REAL-TIME GUNSHOT LOCATOR AND DISPLAY SYSTEM	5,973,998	US	October 26, 1999
SYSTEM AND METHO D FOR IDENTIFYING AND LOCATING AN ACOUSTIC EVENT	6,847,587	US	January 25, 2005
SYSTEM AND METHOD FOR PRO TECTING THE LOCATION OF AN ACOUSTIC EVENT DETECTOR	7,139,222	US	November 21, 2006
SYSTEM AND METHOD FOR PRECISION ACOUSTIC EVENT DETECTION	7,420,878	US	September 2, 2008
SYSTEMS AND METHODS OF COMMUNICATIONS FOR WEAPON DETECTION SYSTEMS	7,719,428	US	May 18, 2010
HIGHLY PORTABLE SYSTEM FOR ACOUSTIC EVENT DETECTION	11/925,747	US	October 26, 2007
SYSTEMS AND METHODS OF TRACKING AND/OR AVOIDING HARM TO CERTAIN DEVICES OR HUMANS	11/930,072	US	October 30, 2007
SYSTEMS AND METHODS INCLUDING AUDIO DOWNLOAD AND/OR NOISE INCIDENT IDENTIFICATION FEATURES	11/973,336	US	October 4, 2007
SYSTEM AND METHOD FOR ARCHIVING DATA FROM A SENSOR ARRAY	12/188,808	US	August 8, 2008
ACO USTIC LO CATIO N O F GUNSHO TS USING CO MBINED ANGLE O F ARRIVAL AND TIME O F ARRIVAL MEASUREMENTS	12/573,775	US	October 5, 2009

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
SHOTSPOTTER	3,896,150	December 28, 2010
SHOTSPOTTER SENSE. TARGET. PROTECT	3,896,113	December 28, 2010
SHOT SPOTTER GUNSHOT LOCATION SYSTEM	3,043,357	January 17, 2006

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		