

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shotspotter, Inc.		11/03/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	555 Montgomery St., 9th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Banking Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3896150	SHOTSPOTTER	
Registration Number:	3896113	SHOTSPOTTER SENSE. TARGET. PROTECT.	
Registration Number:	3043357	SHOT SPOTTER GUNSHOT LOCATION SYSTEM	
Serial Number:	86332880	SECURECAMPUS	
Serial Number:	86332879	SECURECAMPUS	
Serial Number:	86318643	SECURECAMPUS	
Serial Number:	86318644	SECURECAMPUS	
CORRESPONDENCE DATA			
Fax Number:	9497200182		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	949-224-6263		
Email:	Trademark@Buchalter.com		
Correspondent Name:	Deena Hochmuth		
Address Line 1:	18400 Von Karman Ave., Suite 800		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	E0674-0005		
NAME OF SUBMITTER:	Deena Hochmuth		
SIGNATURE:	/Deena Hochmuth/		
DATE SIGNED:	11/04/2014		

CH \$190.00 3896150

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of November 3, 2014, is entered into by and between **EAST WEST BANK**, a California banking corporation ("Secured Party"), and **SHOTSPOTTER, INC.**, a Delaware corporation ("Grantor"), with reference to the following facts:

RECITALS

A. Secured Party and Grantor are parties to a Loan and Security Agreement dated as of the date of this Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein without definition shall have the respective meanings specified for such terms in the Loan Agreement).

B. Pursuant to the Loan Agreement, Secured Party will make Credit Extensions to Grantor.

C. It is a condition precedent to the effectiveness of the Loan Agreement that Grantor enter into this Agreement with Secured Party and hereby grant Secured Party a security interest in and Lien on all of Grantor's intellectual property as set forth below.

NOW, THEREFORE, to induce Secured Party to enter into the Loan Agreement and to provide Grantor the Credit Extensions contemplated thereunder, Grantor hereby agrees as follows:

1. Grant of Security Interest. To secure the timely payment and performance of its obligations to Secured Party under the Loan Agreement, Grantor hereby grants and pledges to Secured Party a security interest in and lien on all of Grantor's right, title and interest in, to and under its intellectual property (collectively, the "Intellectual Property Collateral"), including, without limitation, the following:

(a) All present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, Mask Works, computer programs and other rights subject to United States copyright protection listed in Exhibit A attached hereto (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C Section 106 and any exclusive rights which may in the future arise by act of Congress or otherwise), and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present and future infringements of the Registered Copyrights, and all computer programs and tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(b) All present and future copyrights, Mask Works, computer programs and other rights subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (collectively, the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present and future infringements of the Unregistered Copyrights, and all computer programs and all tangible property embodying or

incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights";

- (c) All present and future license agreements with respect to the Copyrights;
- (d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with, or relating to the Copyrights;
- (e) All trade secrets;
- (f) All intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (g) All design rights available to Grantor now or hereafter existing, created, acquired or held;
- (h) All patents, patent applications and similar 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");
- (i) All trademark and servicemark rights, whether registered or not, applications to register (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) 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");
- (j) 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");
- (k) All claims for damages by way of past, present and future infringements of any of the rights included above, along with the right, but not the obligation, to sue for and collect such damages for such infringement;
- (l) 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 licenses or rights;
- (m) All amendments, extensions and renewals of any of the Copyrights, Trademarks, Patents or Mask Works; and
- (n) All proceeds of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Recordation. Grantor authorizes and requests 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 Secured Party.

3. Supplements. Grantor hereby authorizes Bank (a) to amend this Agreement unilaterally by supplementing the exhibits to this Agreement to add any Intellectual Property Collateral which Grantor obtains after the date of this Agreement, and (b) to file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in separate 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.

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

7. 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).

[Rest of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

GRANTOR:

SHOTSPOTTER, INC.,
a Delaware corporation

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

SECURED PARTY:

EAST WEST BANK,
a California banking corporation


By: 
Name: Gregory Peterson
Title: Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AUTOMATIC REAL-TIME GUNSHOT LOCATOR AND DISPLAY SYSTEM	5973998	10/26/1999
SYSTEM AND METHOD FOR IDENTIFYING AND LOCATING AN ACOUSTIC EVENT	6847587	01/25/2005
SYSTEM AND METHOD FOR PROTECTING THE LOCATION OF AN ACOUSTIC EVENT DETECTOR	7139222	11/21/2006
GUNSHOT DETECTION SENSOR WITH DISPLAY	7266045	09/04/2007
SYSTEM AND METHOD FOR ARCHIVING DATA FROM A SENSOR ARRAY	7411865	08/12/2008
SYSTEM AND METHOD FOR PRECISION ACOUSTIC EVENT DETECTION	7420878	09/02/2008
ACOUSTIC LOCATION OF GUNSHOTS USING COMBINED ANGLE OF ARRIVAL AND TIME OF ARRIVAL MEASUREMENTS	7474589	01/06/2009
SYSTEM AND METHOD FOR IMPROVING THE EFFICIENCY OF AN ACOUSTIC SENSOR	7532542	05/12/2009
SYSTEMS AND METHODS OF IDENTIFYING/LOCATING WEAPON FIRE INCLUDING RETURN FIRE, TARGETING, LASER SIGHTING, AND/OR GUIDED WEAPON FEATURES	7586812	09/08/2009
ACOUSTIC LOCATION OF GUNSHOTS USING COMBINED ANGLE OF ARRIVAL AND TIME OF ARRIVAL MEASUREMENTS	7599252	10/06/2009
SYSTEMS AND METHODS OF TRACKING AND/OR AVOIDING HARM TO CERTAIN DEVICES OR HUMANS	7602329	10/13/2009
GUNSHOT DETECTION SENSOR WITH DISPLAY	7688679	03/30/2010
SYSTEMS AND METHODS OF IDENTIFYING/LOCATING WEAPON FIRE USING ENVELOPE DETECTION	7710278	05/04/2010

Exhibit B

SYSTEMS AND METHODS OF COMMUNICATIONS FOR WEAPON DETECTION SYSTEMS	7719428	05/18/2010
HIGHLY PORTABLE SYSTEM FOR ACOUSTIC EVENT DETECTION	7750814	07/06/2010
SYSTEM AND METHOD FOR PRECISION ACOUSTIC EVENT DETECTION	7751282	07/06/2010
SYSTEMS AND METHODS OF IDENTIFYING/LOCATING WEAPON FIRE INCLUDING AERIAL DEPLOYMENT	7755495	07/13/2010
ACOUSTIC DETECTION OF WEAPONS NEAR TRANSPORTATION CENTERS	7796470	09/14/2010
WEAPON FIRE LOCATION SYSTEMS AND METHODS INVOLVING MOBILE DEVICE AND/OR OTHER FEATURES	7855935	12/21/2010
SYSTEMS AND METHODS OF PROCESSING IMPULSES INCLUDING BULLET PULSES AND/OR MUZZLE PULSES IN ASSOCIATION WITH TIME DOMAIN REPRESENTATIONS	7961550	06/14/2011
GUNSHOT DETECTION SENSOR WITH DISPLAY	8036065	10/11/2011
SYSTEMS AND METHODS OF DIRECTING A CAMERA TO IMAGE WEAPON FIRE	8063773	11/22/2011
SYSTEMS AND METHODS FOR AUGMENTING GUNSHOT LOCATION USING ECHO PROCESSING FEATURES	8134889	03/13/2012
ACOUSTIC SURVEY METHODS IN WEAPONS LOCATION SYSTEMS	8325562	12/04/2012
SYSTEMS AND METHODS OF LOCATING WEAPON FIRE INCIDENTS USING MEASUREMENTS/DATA FROM ACOUSTIC, OPTICAL, SEISMIC, AND/OR OTHER SENSORS	8325563	12/04/2012
SYSTEMS AND METHODS OF AUTOMATED CORRELATION OF WEAPON FIRE DATA WITH MONITORED PERSONS-OF-INTEREST DATA	8351297	01/08/2013
SYSTEMS AND METHODS WITH IMPROVED THREE-DIMENSIONAL SOURCE LOCATION PROCESSING INCLUDING CONSTRAINT OF LOCATION SOLUTIONS TO A TWO-DIMENSIONAL	8369184	02/05/2013

Exhibit B

PLANE

HIGHLY PORTABLE SYSTEM FOR ACOUSTIC EVENT DETECTION	11925747	10/26/2007
SYSTEMS AND METHODS RELATED TO IDENTIFYING AND/OR LOCATING WEAPON FIRE INCIDENTS	11927696	10/30/2007
SYSTEMS AND METHODS OF TRACKING AND/OR AVOIDING HARM TO CERTAIN DEVICES OR HUMANS	11930072	10/30/2007
SYSTEMS AND METHODS INCLUDING AUDIO DOWNLOAD AND/OR NOISE INCIDENT IDENTIFICATION FEATURES	11973336	10/04/2007
SYSTEM AND METHOD FOR ARCHIVING DATA FROM A SENSOR ARRAY	12188808	08/08/2008
ACOUSTIC LOCATION OF GUNSHOTS USING COMBINED ANGLE OF ARRIVAL AND TIME OF ARRIVAL MEASUREMENTS	12573775	10/05/2009
SYSTEM AND METHOD FOR PRECISION ACOUSTIC EVENT DETECTION	12658771	02/11/2010

Exhibit B

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SHOTSPOTTER	3896150	12/28/2010
SHOTSPOTTER SENSE. TARGET.PROTECT	3896113	12/28/2010
SHOT SPOTTER GUNSHOT LOCATION SYSTEM	3043357	1/27/2006
SECURECAMPUS	86332880	7/9/2014
SECURECAMPUS	86332879	7/9/2014
SECURECAMPUS	86318643	6/24/2014
SECURECAMPUS	86318644	6/24/2014

Exhibit C

EXHIBIT D

Mask Works

None.

Exhibit D

BN 17219432v2
111423357 v3

RECORDED: 11/04/2014

TRADEMARK
REEL: 005394 FRAME: 0244