

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782126

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAPIDDEPLOY, INC.		01/19/2023	Corporation: DELAWARE
EMERGENT COMMUNICATIONS INC.		01/19/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TEXAS CAPITAL BANK		
Street Address:	2000 McKinney Avenue, Suite 700		
City:	Dallas		
State/Country:	UNITED STATES		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90064259	RAPIDDEPLOY	
Serial Number:	90064263	RAPIDDEPLOY	
CORRESPONDENCE DATA			
Fax Number:	2136272579		
<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:	2134579864		
Email:	dkay@mcguirewoods.com		
Correspondent Name:	Don Kay		
Address Line 1:	355 S. Grand Avenue, Suite 4200		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	2067147-0022		
NAME OF SUBMITTER:	Don Kay		
SIGNATURE:	/Don Kay/		
DATE SIGNED:	01/23/2023		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of January 19, 2023 (the "Effective Date") by and among TEXAS CAPITAL BANK ("Lender"), RAPIDDEPLOY, INC., a Delaware corporation, and EMERGENT COMMUNICATIONS INC., a Delaware corporation (together with RapidDeploy, Inc., each, a "Grantor" and collectively, the "Grantors").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to each Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and each Grantor dated as of the date hereof (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). Lender is willing to make the Advances to each Grantor, but only upon the condition, among others, that each Grantor shall grant to Lender a security interest in all of each Grantor's Intellectual Property to secure the obligations of each Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Lender a security interest in all such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, each Grantor grants and pledges to Lender a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works 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. Notwithstanding the foregoing, the Collateral shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.
2. Each Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by such Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by such Grantor, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by such Grantor.
3. Each Grantor shall not, hereafter, register any mask works, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without complying with the following: (i) providing the Lender with written notice of such registration within five (5) days thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as the Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by each Grantor of the application for any such registration, of a copy of

this Agreement or a Supplement hereto in form acceptable to the Lender identifying the mask works, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.

4. The security interest granted herein is granted in conjunction with the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Lender 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 the Lender as a matter of law or equity. Each right, power and remedy of the Lender 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 Lender of any one or more of the rights, powers or remedies provided for in this 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 Lender, of any or all other rights, powers or remedies.
5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Lender and each Grantor, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles, provided that the Lender shall retain all rights arising under Federal law.

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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:

310 Comal, Building A
Suite 200, #205
Austin, TX 78702

GRANTOR:

RAPIDDEPLOY, INC.

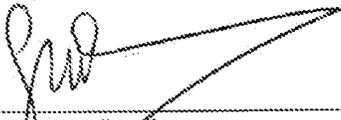
By: 
Name: Steven Raucher
Title: Chief Executive Officer

Address of Grantor

310 Comal, Building A
Suite 200, #205
Austin, TX 78702

GRANTOR

EMERGENT COMMUNICATIONS INC.

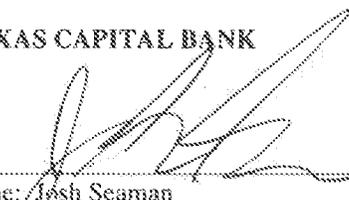
By: 
Name: Steven Raucher
Title: Chief Executive Officer

Address of Lender:

2000 McKinney Avenue, Suite 700
Dallas, TX 75201

LENDER:

TEXAS CAPITAL BANK

By: 
Name: Josh Scaman
Title: Senior Vice President

SCHEDULE A

Copyrights

None.

SCHEDULE B

Trademarks

Trademarks Owned:

United States Trademarks

Country	Trademark	App. No. App. Date	Class - Description of Goods and Services	Status	Upcoming Deadlines
United States	RAPIDDEPLOY	90064259 07/21/2020	09- Downloadable cloud-computing software and mobile applications, namely, downloadable software for transmitting and receiving emergency information and data for use in the fields of law enforcement, security, criminal justice, public safety and emergency services	Allowed	
United States	RAPIDDEPLOY	90/064263 07/21/2020	42- Design and development of computer and application software; Cloud computing featuring computer and application software, namely, software for transmitting and receiving emergency information and data for use in the fields of law enforcement, security, criminal justice, public safety and emergency services	Allowed	

U.S. State Trademarks

State	Trademark	Reg. No. Reg. Date	Class - Description of Goods and Services	Status	Upcoming Deadlines
California	RAPIDDEPLOY	2004090 12/31/2019	09 - Downloadable cloud-computing software and mobile applications for public contact, communications and dispatch for use in the fields of law enforcement, security, criminal justice, public safety and emergency services; Downloadable emergency notification and communications systems software for emergency alerts for notifying first responders and law enforcement agencies	Registered	Renewal due 12/31/2024
California	RAPIDDEPLOY	2004091 12/31/2019	42 - Design and development of computer and application software; Cloud computing and Software as a service (SAAS) services featuring computer and application software for public contact, communications and dispatch for use in the fields of law enforcement, security, criminal justice, public safety and emergency services	Registered	Renewal due 12/31/2024
Texas	RAPIDDEPLOY	App. 803509871	09 - Downloadable cloud-computing software and mobile applications for public contact, communications and dispatch for use in the fields of law enforcement, security, criminal justice, public safety and emergency services 42 - Design and development of computer and application software; Cloud computing featuring computer and application software for public contact, communications and dispatch for use in the fields of law enforcement, security, criminal justice, public safety and emergency services	Pending	

SCHEDULE C

Patents

Patents Owned:

Patent #	Title
10 528 053	Emergency Data Gateway Device
10 999 432	Emergency Data Gateway Device
2019276708	Emergency Data Gateway Device
10 264 122	Emergency Data Gateway Device
10 911 599	Cloud Integration to Desktop-Based Emergency Service Applications
11 457 108	Cloud Integration to Desktop-Based Emergency Service Applications
11 409 898	Secure Data Broker for Sensitive Data
11 405 768	Data Relay for Multi-Tenant Emergency Call System
11 070 670	Platform for Emergency Event Subscriptions
11 250 262	Wildfire Surveillance UAV and Fire Surveillance System
11 253 736	Dispatching UAVs for Wildfire Surveillance
11 153 742	Emergency Call Data Aggregation and Visualization
11 539 839	Emergency Data Gateway Device
11 537 353	Combined Display for Sharing a Multi-Screen Emergency Application
11,538,332	Enhanced Situational Awareness for Emergency Response

Patent Applications: (Pending)

Application #	Title
3101760	Emergency Data Gateway Device
19810138.8	Emergency Data Gateway Device
771522	Emergency Data Gateway Device
17/952,647	Cloud Integration to Desktop-Based Emergency Service Applications
2019392759	Cloud Integration to Desktop-Based Emergency Service Applications
3122092	Cloud Integration to Desktop-Based Emergency Service Applications
19892193.4	Cloud Integration to Desktop-Based Emergency Service Applications
776189	Cloud Integration to Desktop-Based Emergency Service Applications
17/860,916	Secure Data Broker for Sensitive Data
17/852,239	Data Relay for Multi-Tenant Emergency Call System
3154010	Data Relay for Multi-Tenant Emergency Call System
20877077.6	Data Relay for Multi-Tenant Emergency Call System
17/356,883	Platform for Emergency Event Subscriptions
2021207663	Platform for Emergency Event Subscriptions
3164709	Platform for Emergency Event Subscriptions
21740954.9	Platform for Emergency Event Subscriptions
789961	Platform for Emergency Event Subscriptions
17/475,840	Emergency Call Data Aggregation and Visualization
2021248558	Emergency Call Data Aggregation and Visualization
3174349	Emergency Call Data Aggregation and Visualization
21781118.1	Emergency Call Data Aggregation and Visualization
793999	Emergency Call Data Aggregation and Visualization
17/548,818	Outbound SMS Notifications to Emergency Callers
PCT/US2021/062757	Outbound SMS Notifications to Emergency Callers

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TRADEMARK
REEL: 007950 FRAME: 0977

PCT/US2022/021288 Enhanced Situational Awareness for Emergency Response
17/886,141 Map-Based Emergency Call Management and Dispatch
PCT/US2022/40097 Map-Based Emergency Call Management and Dispatch
17/878,708 Prioritizing User Devices in Emergency Situations
PCT/US2022/39058 Prioritizing User Devices in Emergency Situations