

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI16082

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Rider to Security Agreements - Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Soundthinking, Inc.	FORMERLY Shotspotter, Inc.	02/07/2024	Corporation:
Technologic Solutions, LLC	FORMERLY Leeds, LLC	02/07/2024	Limited Liability Company:
Forensic Logic, LLC		02/07/2024	Limited Liability Company:
Safepointe, LLC		02/07/2024	Limited Liability Company:
RECEIVING PARTY DATA			
Company Name:	Umpqua Bank		
Street Address:	11720 El Camino Real		
Internal Address:	Suite 100		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92130		
Entity Type:	National Banking Association: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6603840	SHOTSPOTTER CONNECT	
Registration Number:	5767660		
Registration Number:	5767968	SHOTSPOTTER	
Registration Number:	6862114	DETECT · PROTECT · CONNECT	
Registration Number:	3896150	SHOTSPOTTER	
Registration Number:	5517225	CRIMECENTER	
Registration Number:	4757205	CRIMECENTER	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<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:	4125621637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	501 Grant Street		

CH \$190.00.00 90114592

Address Line 2: Suite 200
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER: 0085713-000002

NAME OF SUBMITTER: Vicki Cremonese

SIGNATURE: Vicki Cremonese

DATE SIGNED: 02/12/2024

Total Attachments: 7

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Rider to Security Agreements – Trademarks

THIS RIDER TO SECURITY AGREEMENTS (“**Rider**”) is executed as of February 7, 2024, by and between **SOUNDTHINKING, INC.** (f/k/a SHOTSPOTTER, INC.), a Delaware corporation (the “**Borrower**”), **TECHNOLOGIC SOLUTIONS, LLC** (f/k/a LEEDS, LLC), a New Jersey limited liability company (“**Technologic**”), **FORENSIC LOGIC, LLC**, a Delaware limited liability company (“**Forensic**”), and **SAFEPOINTE, LLC**, a Delaware limited liability company (“**SafePointe**” and together with the Borrower, Technologic, and Forensic, the “**Grantors**” and each a “**Grantor**”) and **UMPQUA BANK** (the “**Bank**”), with an address at 11720 El Camino Real, Suite 100, San Diego, CA 92130. This Rider is incorporated into and made part of those certain Security Agreements (collectively, the “**Security Agreements**”) between (i) the Borrower and the Bank dated as of September 27, 2018, (ii) Technologic and the Bank dated as of December 21, 2020, (iii) Forensic and the Bank dated as of March 3, 2022, and (iv) SafePointe and the Bank dated as of the date hereof, and also into certain other financing documents and security agreements executed by and between any Grantor and the Bank or by and between the Borrower and the Bank (all such documents including this Rider being collectively referred to as “**Loan Documents**”). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

Each Grantor has adopted, used and is using (or has filed applications, other than intent-to-use applications, for the registration of) the trademarks, service marks and trade names listed on Schedule A attached hereto and made part hereof (all such marks or names hereinafter referred to as the “**Trademarks**”).

The Bank desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of the Grantors associated therewith and represented thereby, as security for all of the Obligations to the Bank, and the Bank desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Grant of Security Interest. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations (as defined in the Security Agreements), each Grantor grants a lien and security interest to the Bank in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill and other tangible assets of such Grantor associated with and represented by the Trademarks, and the non-intent-to-use applications for and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Representations and Warranties. Each Grantor represents, warrants and covenants that: (a) the Trademarks are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by such Grantor, have not been adjudged invalid or unenforceable, and to the best of such Grantor’s knowledge, there is no reason why the Trademarks should be adjudged invalid or unenforceable; (b) each of the Trademarks is valid and enforceable; (c) such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by such Grantor not to sue third persons, other than Permitted Liens; (d) such Grantor has the unqualified right to enter into this Rider and perform its terms; (e) such Grantor has used, and will continue to use for the duration of this Rider, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; (f) such Grantor has used, and will continue to use for the duration of this Rider, consistent standards of quality in products leased or sold under

the Trademarks; and (g) such Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks material to its business may become invalidated, abandoned, unenforceable, avoided, avoidable or otherwise diminished in value, and shall notify the Bank immediately if it knows of any reason or has any reason to know of any grounds under which any of the foregoing may occur.

3. Reserved.

4. Covenants. Each Grantor further covenants to the Bank that until all of the Obligations have been satisfied in full: (a) such Grantor shall maintain the Trademarks material to its business in full force and effect; (b) such Grantor will not enter into any agreements which are inconsistent with such Grantor's obligations under this Rider or which restrict or impair the Bank's rights hereunder, except as permitted under the Loan Documents; and (c) such Grantor acquires rights to any new non-intent-to-use Trademarks, the provisions of this Rider shall automatically apply thereto and such Grantor shall give the Bank prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Rider, each Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Trademarks.

5. Exclusive Use of Trademarks. So long as this Rider is in effect and so long as the Grantors have not received notice from the Bank that an Event of Default has occurred under the Loan Documents and that the Bank has elected to exercise its rights to assignment hereunder, each Grantor shall continue to have the exclusive right to use the Trademarks including licenses thereof, and the Bank shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Negative Pledge. Each Grantor agrees not to sell, assign (by operation of law or otherwise) or further encumber its rights and interest in the Trademarks without prior written consent of the Bank. The Grantors shall defend the Trademarks against and shall take other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, and will defend the right, title and interest of the Bank in and to any of such Grantor's rights under the Trademarks against the claims or demands of all persons whatsoever.

7. No Additional Trademarks. As of the date hereof, no Grantor owns any Trademarks, or have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedule A annexed hereto and made a part hereof.

8 Pledge of Additional Trademarks. In the event any Grantor, either itself or through any agent, employee, licensee or designee shall:

(a) file or record an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or

(b) file or record any assignment of any Trademark which such Grantor may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

the Grantors shall promptly, but in no event more than fifteen (15) days subsequent to such filing, notify the Bank thereof, and, upon request of the Bank shall promptly, but in no event more than twenty (20) days subsequent to such notice, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Bank may reasonably request to evidence the Bank's interest in such Trademark and the goodwill of the Grantors associated thereto or represented thereby. Each Grantor hereby grants the Bank a power of attorney, irrevocable until the Obligations are fully paid and satisfied, to modify this Rider by amending Schedule A, as applicable, to

include any future Trademarks or Licenses, including, without limitation, registrations or applications appurtenant thereto, covered by this Rider.

9. Remedies Upon Default.

(a) Anything herein contained to the contrary notwithstanding, if and while any Grantor shall be in default hereunder or an Event of Default exists under the Loan Documents, each Grantor hereby covenants and agrees that the Bank, as the holder of a security interest under the UCC, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) Each Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, each Grantor shall also execute and deliver to the Bank such documents as the Bank shall reasonably request to permanently assign all rights in the Trademarks to the Bank, which documents shall be held by the Bank, until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence, the Bank may, at its sole option, record such documents with the Patent and Trademark Office.

10. Subject to Security Agreements. This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreements and may not be modified without the written consent of the party against whom enforcement is being sought.

11. Inconsistent with Security Agreements or Credit Agreement. All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreements, the language of the Security Agreements shall control. In the event of an inconsistency between this Rider, the Security Agreements and the Credit Agreement, the language of the Credit Agreement shall control. The terms and conditions of the Security Agreements are hereby incorporated herein by reference.

12. Termination of Agreement. Upon payment and performance of all Obligations under the Loan Documents, the Bank shall execute and deliver to the Grantors all documents necessary to re-vest all rights in and to the Trademarks in the Grantors and/or terminate any interest of the Bank therein.

13. Responsibility and Liability. The Grantors assume all responsibility and liability arising from the use of the Trademarks, and hereby indemnifies and holds the Bank and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by any Grantor in connection with any of the Trademarks or otherwise arising out of such Grantor's operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by the Bank under any License for any sum owing thereunder, or to enforce any provisions of such License, the Grantors will indemnify and keep the Bank harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of any Grantor of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from any Grantor, and all such Obligations of the Grantors shall be and remain enforceable against and only against the Grantors and shall not be enforceable against the Bank.

14. Bank's Rights. The Bank may, in its sole discretion, pay any amount or do any act required of any Grantor hereunder or requested by the Bank to preserve, defend, protect, maintain, record or enforce each Grantor's obligations contained herein, the Obligations of the Grantors to the Bank, the Trademarks, or the right, title and interest granted the Bank herein, and which such Grantor fails to do or pay, and any such payment shall be deemed an advance by the Bank to the Grantors and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents.

15. **Protection of the Trademarks.** Each Grantor agrees that if it learns of any use by any person or any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, such Grantor shall promptly notify the Bank of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Bank, shall join with the Bank, at the Grantors' expense, in such action as the Bank, in its reasonable discretion, may deem advisable for the protection of the Bank's interest in and to the Trademarks, it being understood that the foregoing shall not preclude the Grantors from bringing an action against a person for the protection of each Grantor's interest in and to such Trademarks.

16. **Governing Law.** **THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.**

17. **Counterparts.** This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Rider by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Rider by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

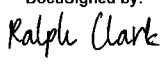
[SIGNATURE PAGE FOLLOWS]

[Signature Page to Rider to Security Agreement – Trademarks]


IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Rider to be duly executed as of the date first above written.

GRANTORS:


SOUNDTHINKING, INC., a Delaware corporation

By: 
Name: Ralph A. Clark
Title: Chief Executive Officer


TECHNOLOGIC SOLUTIONS, LLC, a New Jersey limited liability company

By: **SOUNDTHINKING, INC.**, as Sole Member

Name: Ralph A. Clark
Title: Chief Executive Officer

FORENSIC LOGIC, LLC, a Delaware limited liability company

By: **SOUNDTHINKING, INC.**, as Sole Member

Name: Ralph A. Clark
Title: Chief Executive Officer

SAFEPORTE, LLC, a Delaware limited liability company

By: **SOUNDTHINKING, INC.**, as Sole Member

Name: Ralph A. Clark
Title: Chief Executive Officer

[Signature Page to Rider to Security Agreements – Patents]

BANK:

UMPQUA BANK

DocuSigned by:
Monica Fleming
By: _____
Name: Monica Fleming
Title: Senior Vice President

SCHEDULE A**SOUNDTHINKING, INC. (f/k/a SHOTSPOTTER, INC.):**

TRADEMARK	APPLICATION OR REGISTRATION NO.	COUNTRY	REGISTRATION OR FILING DATE
TECHNOLOGIC A SOUNDTHINKING TEAM	98045060	USA	Jun. 15, 2023
SHOTSPOTTER CONNECT	6603840	USA	Dec. 28, 2021
<DESIGN MARK>	5767660	USA	Jun. 04, 2019
SHOTSPOTTER	5767968	USA	Jun. 04, 2019
<DESIGN MARK>	97882728	USA	Apr. 11, 2023
CASEBUILDER	97800056	USA	Feb. 17, 2023
RESOURCEROUTER	97800065	USA	Feb. 17, 2023
DETECT · PROTECT · CONNECT	6862114	USA	Oct. 04, 2022
<DESIGN MARK>	97882687	USA	Apr. 11, 2023
SAFETYSMART PLATFORM	97813734	USA	Feb. 27, 2023
FOR GREATER PUBLIC SAFETY	97882682	USA	Apr. 11, 2023
<DESIGN MARK>	97882702	USA	Apr. 11, 2023
SHOTSPOTTER	3896150	USA	Dec. 28, 2010
<DESIGN MARK>	97882718	USA	Apr. 11, 2023
<DESIGN MARK>	97882708	USA	Apr. 11, 2023
CRIMETRACER	97813740	USA	Feb. 27, 2023
SOUNDTHINKING	97753638	USA	Jan. 13, 2023
<DESIGN MARK>	97882691	USA	Apr. 11, 2023

TECHNOLOGIC SOLUTIONS, LLC (f/k/a LEEDS, LLC):

TRADEMARK	APPLICATION OR REGISTRATION NO.	COUNTRY	REGISTRATION OR FILING DATE
CRIMECENTER	5517225	USA	Jul. 17, 2018
CRIMECENTER	4757205	USA	Jun. 16, 2015

FORENSIC LOGIC, LLC:

None.

SAFEPOINTE, LLC:

None.