

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Knightscope, Inc.		10/13/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Alto Opportunity Master Fund, SPC - Segregated Master Portfolio B		
Street Address:	222 Broadway, 19th Floor		
Internal Address:	c/o Ayrton Capital LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10038		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5133636	KNIGHTSCOPE	
Serial Number:	90875697	\$KSCP	
Serial Number:	97359015	K1 HEMISPHERE	
Serial Number:	90875695	LONG KNIGHTSCOPE. SHORT THE CRIMINALS.	
Serial Number:	97520928	ACDC	
Serial Number:	97521036	AUTOMATIC CRIMINAL DETECTION CAPABILITY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	12128087800		
Email:	Trademarks@Kelleydrye.com		
Correspondent Name:	Kelley Drye & Warren LLP		
Address Line 1:	175 Greenwich Street		
Address Line 2:	3 World Trade Center		
Address Line 4:	New York, NEW YORK 10007		
NAME OF SUBMITTER:	Lauren Kouser		
SIGNATURE:	/laurenkouser/		
DATE SIGNED:	10/13/2022		

OP \$165.00 5133636

Total Attachments: 9

source=KSCP-Ayrton - IP Security Agreement (EXECUTED)#page1.tif

source=KSCP-Ayrton - IP Security Agreement (EXECUTED)#page2.tif

source=KSCP-Ayrton - IP Security Agreement (EXECUTED)#page3.tif

source=KSCP-Ayrton - IP Security Agreement (EXECUTED)#page4.tif

source=KSCP-Ayrton - IP Security Agreement (EXECUTED)#page5.tif

source=KSCP-Ayrton - IP Security Agreement (EXECUTED)#page6.tif

source=KSCP-Ayrton - IP Security Agreement (EXECUTED)#page7.tif

source=KSCP-Ayrton - IP Security Agreement (EXECUTED)#page8.tif

source=KSCP-Ayrton - IP Security Agreement (EXECUTED)#page9.tif

FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, modified, supplemented, renewed, restated or replaced from time to time, this “**IP Security Agreement**”), dated October 13, 2022, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Alto Opportunity Master Fund, SPC - Segregated Master Portfolio B, in its capacity as collateral agent (the “**Collateral Agent**”) for the Noteholders. All capitalized terms not otherwise defined herein shall have the meanings respectively ascribed thereto in the Security Agreement (as defined below).

WHEREAS, Knightscope, Inc., a company organized under the laws of the State of Delaware (the “**Company**”) and each party listed as a “**Buyer**” therein (collectively, the “**Buyers**”) are parties to that certain Securities Purchase Agreement, dated October 10, 2022, pursuant to which the Company shall be required to sell, and the Buyers shall purchase or have the right to purchase, the “**Notes**” (as defined therein) issued pursuant thereto (as such Notes may be amended, modified, supplemented, renewed, restated or replaced from time to time in accordance with the terms thereof, collectively, the “**Notes**”);

WHEREAS, it is a condition precedent to the purchase of the Notes under the Securities Purchase Agreement that each Grantor has executed and delivered that certain Security and Pledge Agreement, dated October 10, 2022, made by the Grantors to the Collateral Agent (as amended, modified, supplemented, renewed, restated or replaced from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Collateral Agent and the Noteholders, a Lien on and security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

WHEREAS, the Grantors have determined that the execution, delivery and performance of this IP Security Agreement directly benefits, and is in the best interest of, the Grantors.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Buyers to perform under the Securities Purchase Agreement, each Grantor agrees with the Collateral Agent, for the ratable benefit of the Collateral Agent and the Noteholders, as follows

SECTION 1. Grant of Security. As collateral security for the due and punctual payment and performance in full of the Obligations, as and when due, each Grantor hereby pledges and assigns to the Collateral Agent, its successors and permitted assigns, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Collateral

Agent and the Noteholders, a continuing Lien on and security interest in, all of such Grantor's right, title and interest in, to and under the following (the "**Collateral**"):

- (i) the Patents and Patent applications set forth in Schedule A hereto;
- (ii) the Trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;
- (iii) all Copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all Proceeds, including without limitation Cash and Noncash Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a Lien on and security interest in, the Collateral by each Grantor under this IP Security Agreement constitutes continuing collateral security for the payment and performance of all Obligations of such Grantor now or hereafter existing under or in respect of the Notes and the Transaction Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together constitute one and the same Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the Lien and security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law; Jurisdiction; Jury Trial.

(i) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any provision or rule of law (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdiction other than the State of New York.

(ii) Each Grantor hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or under any of the other Transaction Documents or with any transaction contemplated hereby or thereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim, defense or objection that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under Section 9(f) of the Securities Purchase Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed or operate to preclude the Collateral Agent or the Noteholders from bringing suit or taking other legal action against any Grantor in any other jurisdiction to collect on a Grantor's obligations or to enforce a judgment or other court ruling in favor of the Collateral Agent or a Noteholder.

(iii) WAIVER OF JURY TRIAL, ETC. EACH GRANTOR IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR UNDER ANY OTHER TRANSACTION DOCUMENT OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.

(iv) Each Grantor irrevocably and unconditionally waives any right it may have to claim or recover in any legal action, suit or proceeding referred to in this Section any special, exemplary, indirect, incidental, punitive or consequential damages.

[The remainder of the page is intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KNIGHTSCOPE, INC.

DocuSigned by:
By Mallorie Burak
Name: Mallorie Burak
Title: Chief Financial Officer

Address for Notices:

1070 TERRA BELLA AVENUE
MOUNTAIN VIEW CA 94043

Schedule A
Patents

Grantor	Title	Patent/ Application Number	Filing Date	Priority Date	Issue Date	Status	Country	Assignees	Inventors
Knightscope, Inc.	AUTONOMOUS DATA MACHINES AND SYSTEMS	9,329,597 14/599,073	1/16/2015	1/17/2014	5/3/2016	Active	USA	Knightscope, Inc.	Arne Stoschek William Santana Li Stacy Dean Stephens Mercedes Sorta-Li Aaron J. Lehnardt Dominic A. Villa Phillip Wong
Knightscope, Inc.	AUTONOMOUS DATA MACHINES AND SYSTEMS	9,910,436 14/751,115	6/25/2015	1/17/2014	3/6/2018	Active	USA	Knightscope, Inc.	Same as above.
Knightscope, Inc.	AUTONOMOUS DATA MACHINES AND SYSTEMS	10,579,060 15/875,987	1/19/2018	1/17/2014	3/3/2020	Active	USA	Knightscope, Inc.	Same as above.
Knightscope, Inc.	AUTONOMOUS DATA MACHINES AND SYSTEMS	10,919,163 16/360,643	3/21/2019	1/17/2014	2/16/2021	Active	USA	Knightscope, Inc.	Same as above.
Knightscope, Inc.	AUTONOMOUS DATA MACHINES AND SYSTEMS	17/148,346	1/13/2021	1/17/2014	NA	Pending	USA	Knightscope, Inc.	Same as above.
Knightscope, Inc.	AUTONOMOUS DATA MACHINES AND SYSTEMS	10,279,488 15/215,540	07/20/2016	1/17/2014	5/7/2019	Active	USA	Knightscope, Inc.	Same as above.
Knightscope, Inc.	SYSTEMS AND METHODS FOR SECURITY DATA	9,792,434 14/751,124	6/25/2015	1/17/2014	10/17/2017	Active	USA	Knightscope, Inc.	Same as above.

TRADEMARK
REEL: 007904 FRAME: 0638

Grantor	Title	Patent/ Application Number	Filing Date	Priority Date	Issue Date	Status	Country	Assignees	Inventors
	ANALYSIS AND DISPLAY								
Knightscope, Inc.	SYSTEMS AND METHODS FOR SECURITY DATA ANALYSIS AND DISPLAY	16/688,960*	11/19/2019	1/17/2014	NA	Pending	USA	Knightscope, Inc.	Same as above.
Knightscope, Inc.	SYSTEMS AND METHODS FOR SECURITY DATA ANALYSIS AND DISPLAY	10,514,837 15/695,861	9/5/2017	1/17/2014	12/24/2019	Active	USA	Knightscope, Inc.	Same as above.
Knightscope, Inc.	AUTONOMOUS PARKING MONITOR	9,773,413 14/855,724	9/16/2015	9/16/2014	9/26/2017	Active	USA	Knightscope, Inc.	Same as above.
Knightscope, Inc.	AUTONOMOUS PARKING MONITOR	10,311,731 15/691,670	8/30/2017	9/16/2014	6/4/2019	Active	USA	Knightscope, Inc.	William Santana Li Phillip Wong Stacy Dean Stephens Mercedes Sorra-Li Dominic A. Villa Aaron J. Lehnhardt Nicholas L. Xydes Ina L. Liu Hen-You Tan Arne Sloschek
Knightscope, Inc.	AUTONOMOUS PARKING MONITOR	11,417,210 16/924,438	7/9/2020	9/16/2014	08/16/2022	Active	USA	Knightscope, Inc.	William Santana Li Phillip Wong Stacy Dean Stephens Mercedes Sorra-Li Dominic A. Villa Aaron J. Lehnhardt Nicholas L. Xydes Ina L. Liu Hen-You Tan Arne Sloschek
Knightscope, Inc.	BEHAVIORAL AUTONOMOUS	16/820,189*	3/16/2020	8/26/2014	NA	Pending	USA	Knightscope, Inc.	Arne Sloschek William Santana Li

TRADEMARK

REEL: 007904 FRAME: 0639

Grantor	Title	Patent/ Application Number	Filing Date	Priority Date	Issue Date	Status	Country	Assignees	Inventors
Knightscope, Inc.	SYSTEMS AND METHODS								Stacy Dean Stephen Mercedes Soria-Li Aaron J. Lehnardt Dominic A. Villa Phillip Wong
	BEHAVIORAL AUTONOMOUS SYSTEMS AND METHODS FOR VISIBLE WEAPON DETECTION	17/576,086*	1/14/2022	1/19/2021	NA	Pending	USA	Knightscope, Inc	William Santana Li Mercedes Soria-Li Aaron J. Lehnardt Selvamraju Somatraju Parshad D. Patel

TRADEMARK

REEL: 007904 FRAME: 0640

Schedule B
Trademarks

Grantor	Trademark	Country	Application No.	Registration No.	Filing Date	Registration Date	Assignees
Knightscope, Inc.	KNIGHTSCOPE	USA	87087148	5133636	6/28/2016	1/31/2017	Knightscope, Inc. (Registrant)
Knightscope, Inc.	\$KSCP	USA	90875697	Pending ¹	8/10/2021	Pending	Knightscope, Inc. (Applicant)
Knightscope, Inc.	KI HEMISPHERE	USA	97359015	Pending ²	4/12/2022	Pending	Knightscope, Inc. (Applicant)
Knightscope, Inc.	LONG KNIGHTSCOPE, SHORT THE CRIMINALS.	USA	90875695	Pending ³	8/10/2021	Pending	Knightscope, Inc. (Applicant)
Knightscope, Inc.	ACDC	USA	97520928	Pending	7/26/2022	Pending	Knightscope, Inc. (Applicant)
Knightscope, Inc.	AUTOMATIC CRIMINAL DETECTION CAPABILITY	USA	97521036	Pending	7/26/2022	Pending	Knightscope, Inc. (Applicant)

¹ Office action issued, response thereto due on November 17, 2022.

² Office action issued, response thereto due on November 17, 2022.

³ Awaiting examination.

Schedule C

Copyrights

None