

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI130904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAPIDDEPLOY, INC.		03/28/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	AVENUE CAPITAL MANAGEMENT II, L.P.		
Street Address:	11 West 42nd Street, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90064259	RAPIDDEPLOY	
Serial Number:	90064263	RAPIDDEPLOY	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Kyle Noreiga		
Address Line 1:	1025 Connecticut Ave., NW, STE. 712		
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	2306254		
NAME OF SUBMITTER:	Andrew Hackett		
SIGNATURE:	Andrew Hackett		
DATE SIGNED:	03/29/2024		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 28, 2024 (the "*Agreement*") between AVENUE CAPITAL MANAGEMENT II, L.P., as administrative and collateral agent ("*Agent*") and RAPIDDEPLOY, INC., a Delaware corporation ("*Grantor*") is made with reference to the Loan and Security Agreement, dated as of March 28, 2024 (as amended from time to time, the "*Loan Agreement*"), by and among Grantor, Agent and the lenders from time to time party thereto (each, a "*Lender*" and collectively the "*Lenders*"). Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "*Intellectual Property Collateral*"):

(a) 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 (collectively, the "*Copyrights*"), including the Copyrights described in **Exhibit A**;

(b) 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 (collectively, the "*Trademarks*"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "*Patents*"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "*Mask Works*");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

Notwithstanding anything to the foregoing, the Intellectual Property Collateral shall not include (i) "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 or (ii) any

rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law).

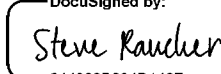
The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

California law governs this Agreement without regard to principles of conflicts of law. Grantor and Agent each submit to the exclusive jurisdiction of the State and Federal courts in the State of California or of the United States For the Northern District of California; provided, however, that nothing in this Agreement shall be deemed to operate to preclude Agent from bringing suit or taking other legal action in any other jurisdiction to realize on any Intellectual Property Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Agent. Grantor expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Grantor hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

RAPIDDEPLOY, INC., a Delaware corporation

By:  _____
644809B034D146E...

Name: Steve Raucher

Title: Chief Executive Officer

Address for Notices:

Attn: Steve Raucher, Chief Executive Officer
310 Comal, Building A
Suite 20, #205
Austin, TX 78702

LENDER:

AVENUE CAPITAL MANAGEMENT II, L.P.

By: Avenue Capital Management II GenPar, LLC

Its: General Partner

By: _____

Name: Sonia Gardner

Title: Authorized Signatory

Address for Notices:

Attn: Todd Greenbarg
11 West 42nd Street, 9th Floor
New York, New York 10036
Tel: (212) 878-3523

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

RAPIDDEPLOY, INC., a Delaware corporation

By: _____

Name: Steve Raucher

Title: Chief Executive Officer

Address for Notices:

Attn: Steve Raucher, Chief Executive Officer
310 Comal, Building A
Suite 20, #205
Austin, TX 78702

LENDER:

AVENUE CAPITAL MANAGEMENT II, L.P.

By: Avenue Capital Management II GenPar, LLC

Its: General Partner

By: _____

Name: Sonia Gardner

Title: Authorized Signatory

Address for Notices:

Attn: Todd Greenbarg
11 West 42nd Street, 9th Floor
New York, New York 10036
Tel: (212) 878-3523

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

EXHIBIT B
TRADEMARKS

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
RAPIDDEPLOY	9	90064259 21-JUL-2020	6398248 22-JUN-2021	Registered.
RAPIDDEPLOY	42	90064263 21-JUL-2020	6398249 22-JUN-2021	Registered.

EXHIBIT C

PATENTS

Title	Application No. Application Date	Publication/Patent No. Issue Date	Status
Emergency data gateway device	16179795 2018-11-02	10264122 2019-04-16	Issued
Emergency data gateway device	16289432 2019-02-28	10582053 2020-03-03	Issued
Cloud integration to desktop-based emergency service applications	16704215 2019-12-05	10911599 2021-02-02	Issued
Secure Data Broker For Sensitive Data	16/707,507 12/9/2019	11409898 8/9/2022	Issued
Emergency data gateway device	16742255 2020-01-14	10999432 2021-05-04	Issued
Data Relay For Multi-Tenant Emergency Call System	17070400 2020-10-14	11405768 8/2/2022	Issued
Emergency call data aggregation and visualization	17116056 2020-12-09	11153742 2021-10-19	Issued
Platform for emergency event subscriptions	17149497 2021-01-14	11070670 2021-07-20	Issued
Cloud Integration To Desktop-Based Emergency Service Applications	17157189 2021-01-25	11457108 9/27/2022	Issued
Wildfire Surveillance UAV and Fire Surveillance System	17199010 2021-03-11	11250262 2/15/2022	Issued
Dispatching UAVs for Wildfire Surveillance	17199013 2021-03-11	11253736 2/22/2022	Issued
Combined Display For Sharing A Multi-Screen Emergency Application	17/226,422 4/9/2021	11537353 12/27/2022	Issued
Emergency Data Gateway Device	17245058 2021-04-30	11539839 12/27/2022	Issued
Platform for Emergency Event Subscriptions	17356883 2021-06-24	11611656 3/21/2023	Issued
Emergency Call Data Aggregation And Visualization	17475840 2021-09-15	11696108 7/4/2023	Issued
Outbound Sms Notifications To Emergency Callers	17/548,818 12/13/2021	(20220191671)	Published
Enhanced Situational Awareness For Emergency Response	17/699,233 3/21/2022	11538332 12/27/2022	Issued
Data Relay For Multi-Tenant Emergency Call System	17/852,239 6/28/2022	11930436 3/12/2024	Issued
Secure Data Broker For Sensitive Data	17/860,916 7/8/2022	(20220350918)	Published
Prioritizing User Devices In Emergency Situations	17/878,708 8/1/2022	(20230030719)	Published

Title	Application No. Application Date	Publication/Patent No. Issue Date	Status
Map-Based Emergency Call Management And Dispatch	17/886,141 8/11/2022	(20230049959)	Published
Cloud Integration To Desktop-Based Emergency Service Applications	17/952,647 9/26/2022	11917103 2/27/2024	Issued
Emergency Data Gateway Device	18/072,399 11/30/2022	11743379 8/29/2023	Issued
Enhanced Situational Awareness For Emergency Response	18/072,410 11/30/2022	(20230098135)	Published
Platform For Emergency Event Subscriptions	18/118,600 3/7/2023	11909916 2/20/2024	Issued