TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718265

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RapidDeploy, Inc.		03/31/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK, as Agent
Street Address:	3003 TASMAN DRIVE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	6398248	RAPIDDEPLOY
Registration Number:	6398249	RAPIDDEPLOY

CORRESPONDENCE DATA

Fax Number:

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.

Phone:	(619) 699-2708
Email:	christian.cruz@us.dlapiper.com
Correspondent Name:	DLA Piper LLP (US)
Address Line 1:	401 B Street
Address Line 2:	Suite 1700
Address Line 4:	San Diego, CALIFORNIA 92101

NAME OF SUBMITTER:	Matt Schwartz
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	03/31/2022

Total Attachments: 8
source=SVB_-_RapidDeploy_-_Intellectual_Property_Security_Agreement_(Mezz)_(RapidDeploy)_(3.2022).docx#page1
source=SVB_-_RapidDeploy_-_Intellectual_Property_Security_Agreement_(Mezz)_(RapidDeploy)_(3.2022).docx#page2
source=SVB_-_RapidDeploy_-_Intellectual_Property_Security_Agreement_(Mezz)_(RapidDeploy)_(3.2022).docx#page3
source=SVB_-_RapidDeploy_-_Intellectual_Property_Security_Agreement_(Mezz)_(RapidDeploy)_(3.2022).docx#page4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of March 31, 2022 by and between **SILICON VALLEY BANK**, a California corporation, in its capacity as collateral and administrative agent ("Agent"), and **RAPIDDEPLOY, INC.**, a Delaware corporation ("Grantor").

RECITALS

A.   The Lenders (as defined in the Loan Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Mezzanine Loan and Security Agreement by and among Agent, the Lenders party thereto, Grantor and EMERGENT COMMUNICATIONS INC., dated as of July 9, 2021 (as the same may from time to time be further amended, modified, supplemented or restated, including, without limitation, by that certain First Amendment to Mezzanine Loan and Security Agreement dated as of the date hereof, collectively, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B.   Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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

AGREEMENT

1.   <u>Grant of Security Interest</u>. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a)   Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on <u>Exhibit A</u> attached hereto (collectively, the "Copyrights");

(b)   Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c)   Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d)   All patents, patent applications and like 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 <u>Exhibit B</u> attached hereto (collectively, the "Patents");

(e)   Any 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f)   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");

(g)   Any and all claims for damages by way of past, present and future infringements 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)   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 license or rights;

(i)   All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j)   All 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 contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

2.   Recordation. Grantor authorizes 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 Agent.

3.   Authorization. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) 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 herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related 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 different 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.

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

7.   <u>Governing Law</u>. 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).

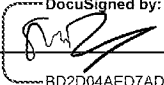<p align="center">[Remainder of Page Intentionally Left Blank]</p>

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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.

GRANTOR:

Address:

RAPIDDEPLOY, INC.

RAPIDDEPLOY, INC.
720 Brazos Street, Suite 110
Austin, TX 78701
Attn: Steven Raucher

By: _____

Name: Steven Raucher
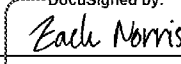
Title: CEO

AGENT:

Address:

SILICON VALLEY BANK

SILICON VALLEY BANK
504 Lavaca Street, Suite 1100
Austin, TX 78701
Attn: Kyle Larrabee

By: _____

Name: Zach Norris

Title: Director

[Signature Page to Intellectual Property Security Agreement]

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<u>EXHIBIT A</u>

Copyrights

None.

EXHIBIT B

Patents

Title	Application No. Application Date	(Publication No.) Patent No. Issue Date
Emergency data gateway device	16179795 2018-11-02	10264122 2019-04-16
Emergency data gateway device	16289432 2019-02-28	10582053 2020-03-03
Cloud integration to desktop-based emergency service applications	16704215 2019-12-05	10911599 2021-02-02
Emergency data gateway device	16742255 2020-01-14	10999432 2021-05-04
Data Relay For Multi-Tenant Emergency Call System	17070400 2020-10-14	(20210120393)
Emergency call data aggregation and visualization	17116056 2020-12-09	11153742 2021-10-19
Platform for emergency event subscriptions	17149497 2021-01-14	11070670 2021-07-20
Cloud Integration To Desktop-Based Emergency Service Applications	17157189 2021-01-25	(20210314442)
Wildfire Surveillance UAV and Fire Surveillance System	17199010 2021-03-11	(20210286999)
Dispatching UAVs for Wildfire Surveillance	17199013 2021-03-11	(20210283439)
Emergency Data Gateway Device	17245058 2021-04-30	(20210250442)
Platform for Emergency Event Subscriptions	17356883 2021-06-24	(20210320998)
Emergency Call Data Aggregation And Visualization	17475840 2021-09-15	(20220007165)
Secure Data Broker for Sensitive Data	16707507 2019-12-09	[filed with a non-publication request]
Outbound SMS Notifications to Emergency Callers	17548818 2021-12-13	[not yet published]
Combined Display for Sharing a Multi-Screen Emergency Application	17226422 2021-04-09	[not yet published]
Enhanced Situational Awareness for Emergency Response	63168678 2021-03-21	[provisional]
Map-Based Emergency Call Management and Dispatch	63231914 2021-08-11	[provisional]
Prioritizing User Devices in Emergency Situations	63227591 2021-07-30	[provisional]

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EXHIBIT C

Trademarks

Mark	Application No. Filing Date	Registration No. Registration Date
RAPIDDEPLOY	90064259 21-JUL-2020	6398248 22-JUN-2021
RAPIDDEPLOY	90064263 21-JUL-2020	6398249 22-JUN-2021

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<u>EXHIBIT D</u>

Mask Works

None.