

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM421104

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ShotSpotter, Inc.		09/25/2015	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ORIX Ventures, LLC		
<b>Street Address:</b>	485 Lexington Avenue, 27th Floor		
<b>Internal Address:</b>	Attn: General Counsel		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10117		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3043357	SHOT SPOTTER GUNSHOT LOCATION SYSTEM	
<b>Registration Number:</b>	3896113	SHOTSPOTTER SENSE. TARGET. PROTECT.	
<b>Registration Number:</b>	3896150	SHOTSPOTTER	
<b>Registration Number:</b>	4726603	SECURECAMPUS	
<b>Registration Number:</b>	4678887	SECURECAMPUS	
<b>Serial Number:</b>	86332879	SECURECAMPUS	
<b>Serial Number:</b>	86332880	SECURECAMPUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586385130		
<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>			
<b>Phone:</b>	858-677-1400		
<b>Email:</b>	susan.reynholds@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	4365 Executive Drive, Suite 1100		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>NAME OF SUBMITTER:</b>	Troy Zander		
<b>SIGNATURE:</b>	/s/ Troy Zander		

CH \$190.00 3043357

<b>DATE SIGNED:</b>	03/25/2017
<b>Total Attachments: 7</b> source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif source=IPSA#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 25, 2015 by and between ORIX VENTURES, LLC, a Delaware limited liability company (“Lender”) and SHOTSPOTTER, INC., a Delaware corporation (“Grantor”).

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor, dated as of September 25, 2015 (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 Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, and Trademarks 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.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of 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 Lender as a matter of law or equity. Each right, power and remedy of 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 Intellectual Property Security 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.

Sections 8.12 (Governing Law; Jurisdiction; Venue) and 8.14 (Mutual Waiver of Jury Trial) of the Loan Agreement hereby are incorporated herein by this reference as though fully set forth herein.

*[Signature Page Follows]*

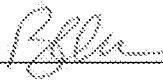
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1919 Gateway Blvd., Suite 200  
Newark, CA 94560  
Attn: Chief Financial Officer

SHOTSPOTTER, INC.

By:   
Title: President and CEO

ORIX:

Address of ORIX:

485 Lexington Avenue, 27th Floor  
New York, NY 10117  
Attn: General Counsel, Operations Manager  
and Portfolio Manager

ORIX VENTURES, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Intellectual Property Security Agreement]*

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 of Grantor:

SHOTSPOTTER, INC.

\_\_\_\_\_  
\_\_\_\_\_  
Attn: Chief Financial Officer

By: \_\_\_\_\_

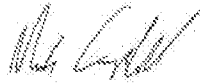
Title: \_\_\_\_\_

ORIX:

Address of ORIX:

ORIX VENTURES, LLC

485 Lexington Avenue, 27th Floor  
New York, NY 10117  
Attn: General Counsel, Operations Manager  
and Portfolio Manager

By:  \_\_\_\_\_

Title: Mark Campbell, Authorized Representative

*{Signature Page to Intellectual Property Security Agreement}*

EXHIBIT A

Copyrights

Description

Registration No.

Registration Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/Appl. No.</u>	<u>File Date</u>
Automatic real-time gunshot locator and display system	5973998	10/26/1999
System and method for identifying and locating an acoustic event	6847587	1/25/2005
System and Method for Precision Acoustic Event Detection	7420878	09/02/2008
System and method for protecting the location of an acoustic event detector	7139222	11/21/2006
Highly-portable acoustic event detector	7750814	7/6/2010
System and method for Archiving Data from a Sensor Array	7411865	8/12/2008
Weapon Fire Location Systems and Methods Involving Mobile Device and/or Other Features	7855935	12/21/2010
Gunshot Detection Sensor with Display	7266045	9/04/2007
Acoustic Location of Gunshots Using Combined Angle of Arrival and Time of Arrival Measurements	7474589	1/6/2009
Acoustic Detection of Weapons Near Transportation Centers	7796470	9/4/2010
System Method for Improving the Efficiency of an Acoustic Sensor	7532542	5/12/2009
A Method for Associating the Bullet and/or Muzzle Pulses Associated with Each Shot in a Multiple Shot Gunfire Incident Using Synthetic Time Domain Alignment	7961550	6/14/2011
Gunshot Detection Sensor with Display	7688679	3/30/2010
Systems and Methods of Tracking and/or Avoiding Harm to Certain Devices or Humans	7602329	10/13/2009
Systems and Methods of Identifying/Locating Weapon Fire Including Aerial Deployment	7755495	7/13/2010
Systems and Methods of Identifying/Locating Weapon Fire Including Return Fire, Targeting, Laser Sighting, and/or Guided Weapon Features	7586812	9/18/2009
Systems and Methods of Identifying/Locating Weapon Fire Using Envelope Detection	7710278	5/4/2010
Systems and Methods of Communications for Weapon Detection Systems via Network	7719428	5/18/2010
Systems and Methods of Directing a Camera to Image Weapon Fire	8063773	11/22/2011
System and Method for Precision Acoustic Event Detection	7751282	7/6/2010
Acoustic Location of Gunshots Using Combined Angle of Arrival and Time of Arrival Measurements	7599252	10/6/2009
Method for Constraining 3D Location Estimates to a Specific Plane of Interest	8369184	02/05/2013
Gunshot Detection Sensor with Display	8036065	10/11/2011
Systems and Methods for Augmenting Gunshot Location Using Echo Processing Features	8134889	03/13/2012
Systems and Methods of Locating Weapon Fire Incidents Using Measurements/Data From Acoustic, Optical, Seismic, and/or Other Sensors	8325563	12/04/2012
Acoustic Survey Methods in Weapons Location Systems	8325562	12/04/2012
Systems and Methods of Automated Correlation of Weapon Fire Data with Monitored Persons-of-Interest/Location Data	8351297	01/08/2013

<u>Description</u>	<u>Patent/Appl. No.</u>	<u>File Date</u>
Systems and Methods of Processing Information Regarding Weapon Fire Location Using Projectile Shockwave and Muzzle Blast Times of Arrival Data	8995227	03/31/2015
Systems and Methods Associated with Detection of Indoor Gunfire	14231604	03/31/2014
Systems and Methods of Emergency Management Involving Location-Based Features and/or Other Aspects	14538757	11/11/2014
System and method for identifying and locating an acoustic event.	PCT/US04002036	01/22/2004
System and method for universal adaptation of a pstn modem	7796740	9/14/10
System and method of processing information regarding weapon fire location using projectile shockwave and muzzle blast times of arrival data	8995227	3/31/15
Systems and methods associated with detection of indoor gunfire	9240114	1/19/16
Acoustic survey methods in weapons location system	9348010	5/24/16
Systems and methods associated with detection of indoor gunfire	14997893	1/18/16



EXHIBIT C

Trademarks

<u>Description</u>	<u>Reg/Serial No.</u>	<u>File Date</u>
SHOT SPOTTER GUNSHOT LOCATION SYSTEM & DESIGN	3043357	01/17/06
SHOTSPOTTER – SENSE. TARGET. PROTECT.	3896113	05/23/06
SHOTSPOTTER	3896150	12/10/10
SECURECAMPUS	4726603	1/6/2015
SECURECAMPUS	4678887	1/6/2015
SECURECAMPUS	86332879	07/09/14
SECURECAMPUS	86332880	07/09/14