

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316690

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAILPOINT TECHNOLOGIES, INC.		06/10/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3359252	SAILPOINT TECHNOLOGIES	
Registration Number:	4475299	ACCESSIQ	
Registration Number:	4490795	IDENTITY IQ	
Registration Number:	4546555	MANAGING THE BUSINESS OF IDENTITY	
Serial Number:	85966272	IDENTITYNOW	
Serial Number:	86033290	IDENTITY CUBE	
Serial Number:	86975098	IDENTITY CUBE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F151678		
NAME OF SUBMITTER:	Matthew R. Pierce		

OP \$190.00 3359252

SIGNATURE:	/Matthew R. Pierce/
DATE SIGNED:	09/11/2014
Total Attachments: 5 source=SAILPOINT TECHNOLOGIES, INC. - Trademark Filing#page2.tif source=SAILPOINT TECHNOLOGIES, INC. - Trademark Filing#page3.tif source=SAILPOINT TECHNOLOGIES, INC. - Trademark Filing#page4.tif source=SAILPOINT TECHNOLOGIES, INC. - Trademark Filing#page5.tif source=SAILPOINT TECHNOLOGIES, INC. - Trademark Filing#page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "*Agreement*"), dated as of September 8, 2014, is entered into by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, each a "*Grantor*" and, collectively, the "*Grantors*") and **SILICON VALLEY BANK** (the "*Assignee*"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of September 8, 2014, by and among the Assignee, **SAILPOINT TECHNOLOGIES HOLDINGS, INC.**, a Delaware corporation ("*Holdings*"), **SAILPOINT TECHNOLOGIES, INC.**, a Delaware corporation (the "*Borrower*"), and the other parties thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Guarantee and Collateral Agreement*"), and pursuant to that certain Credit Agreement, dated as of September 8, 2014, by and among Holdings, the Borrower, Assignee and the Lenders party thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Credit Agreement*").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of a Grantor's business associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that

any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the Guarantee and Collateral Agreement and amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor that is Collateral or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark that is Collateral to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Recordation.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Assignee.

4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE.

5. 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.

6. Successors and Assigns.

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

BORROWER:

SAILPOINT TECHNOLOGIES, INC.

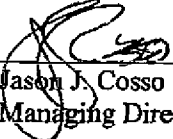
By: Kevin Cunningham
Name: Kevin Cunningham
Title: President and Secretary

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005360 FRAME: 0944

ASSIGNEE:


SILICON VALLEY BANK,
as Administrative Agent

By: 
Name: Jason J. Cosso
Title: Managing Director

Schedule A to TRADEMARK SECURITY AGREEMENT

United States Registered Trademarks and Trademark Applications

United States Trademark Registrations

Trademark	Reg. No.	Reg. Date	Owner
	3,359,252	December 25, 2007	SailPoint Technologies, Inc.
ACCESSIQ	4,475,299	January 28, 2014	SailPoint Technologies, Inc.
IDENTITYIQ	4,490,795	March 4, 2014	SailPoint Technologies, Inc.
MANAGING THE BUSINESS OF IDENTITY	4,546,555	June 10, 2014	SailPoint Technologies, Inc.

United States Trademark Applications

Trademark	Serial No.	Filing Date	Owner
IDENTITYNOW	85/966,272	June 21, 2013	SailPoint Technologies, Inc.
IDENTITY CUBE	86/033, 290	August 9, 2013	SailPoint Technologies, Inc.
IDENTITY CUBE	86/975,098	August 9, 2013	SailPoint Technologies, Inc.