

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459372

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ping Identity Corporation		01/25/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	State Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3127602	PING IDENTITY	
Registration Number:	4516137	PINGACCESS	
Registration Number:	3991610	PINGCONNECT	
Registration Number:	3451076	PINGENABLE	
Registration Number:	3017959	PINGFEDERATE	
Registration Number:	4976216	PINGID	
Registration Number:	3453137	PING IDENTITY	
Registration Number:	4417517	PING IDENTITY	
Registration Number:	5043691	PING IDENTITY	
Registration Number:	4151402	PINGONE	
Registration Number:	4151401	PINGONE	
Registration Number:	4313616	PINGONE	
Serial Number:	87389379	IDENTIFY	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312-993-2622		
Email:	gayle.grocke@lw.com		

CH \$340.00 3127602

Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 049646-0446

NAME OF SUBMITTER: Gayle D. Grocke

SIGNATURE: /gdg/

DATE SIGNED: 01/25/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of January 25, 2018 (this “**Trademark Security Agreement**”), is made by each signatory hereto listed under “Pledgors” (each a “**Pledgor**” and collectively, the “**Pledgors**”), in favor of Goldman Sachs Bank USA, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”), pursuant to that certain Credit Agreement, dated as of January 25, 2018 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), by and among, Ping Identity Corporation, a Delaware corporation (the “**Borrower**”), Roaring Fork Intermediate, LLC, a Delaware limited liability company (“**Holdings**”), certain subsidiaries and affiliates of Holdings from time to time party thereto, the lenders and issuing banks from time to time party thereto, the swing line lender party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to an Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a

Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09 and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

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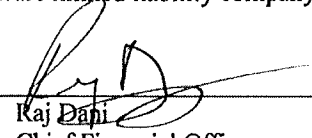
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

PING IDENTITY CORPORATION,
a Delaware corporation

By: 
Name: Raj Dani
Title: Chief Financial Officer

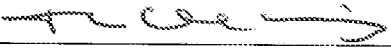
UNBOUNDID, LLC,
a Delaware limited liability company

By: 
Name: Raj Dani
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By:  _____

Name:

Title: Authorized Signatory

Thomas M. Manning
Authorized Signatory

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 006257 FRAME: 0251

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademarks

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Comments	Pledgor
IDENTIFY	41	87389379 28-MAR-2017		Pending.	Ping Identity Corporation
PING IDENTITY	9, 42	78361739 03-FEB-2004	3127602 08-AUG-2006	Registered.	Ping Identity Corporation
PINGACCESS	9	85879261 18-MAR-2013	4516137 15-APR-2014	Registered.	Ping Identity Corporation
PINGCONNECT	45	77894152 15-DEC-2009	3991610 12-JUL-2011	Registered.	Ping Identity Corporation
PINGENABLE	42	78799096 25-JAN-2006	3451076 17-JUN-2008	Registered.	Ping Identity Corporation
PINGFEDERATE	9	78491229 29-SEP-2004	3017959 22-NOV-2005	Registered.	Ping Identity Corporation
PINGID	9, 42, 45	86605656 22-APR-2015	4976216 14-JUN-2016	Registered.	Ping Identity Corporation
	42	77311321 23-OCT-2007	3453137 24-JUN-2008	Registered.	Ping Identity Corporation
	9, 42	85833729 28-JAN-2013	4417517 15-OCT-2013	Registered.	Ping Identity Corporation
	9, 42, 45	86605650 22-APR-2015	5043691 20-SEP-2016	Registered.	Ping Identity Corporation
PINGONE	42	85283647 01-APR-2011	4151402 29-MAY-2012	Registered.	Ping Identity Corporation
PINGONE	45	85283644 01-APR-2011	4151401 29-MAY-2012	Registered.	Ping Identity Corporation
PINGONE	9	85283640 01-APR-2011	4313616 02-APR-2013	Registered.	Ping Identity Corporation

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Comments	Pledgor
UNBOUNDID	9, 42	77436318 31-MAR-2008	3729212 22-DEC-2009	Registered.	UnboundID, LLC
	9, 42	85169547 04-NOV-2010	4055189 15-NOV-2011	Registered.	UnboundID, LLC