

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485588

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Supplement to Amended and Restated Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OneLogin, Inc.		08/09/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Capital, Inc., as Agent		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4778847	PORTADI	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	054809-0007		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	08/10/2018		
Total Attachments: 4			
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OP \$40.00 4778847

**FIRST SUPPLEMENT TO AMENDED AND RESTATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This **FIRST SUPPLEMENT TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Supplement") dated as of August 9, 2018, is made by ONELOGIN, INC., a Delaware corporation, and each Domestic Subsidiary signatory hereto (individually and collectively, the "Grantor"), in favor of HERCULES CAPITAL, INC., a Maryland corporation ("Agent") in its capacity as administrative agent for the Lender (as defined below).

RECITALS

A. Grantor entered into an Amended and Restated Loan and Security Agreement with certain financial institutions party thereto (collectively, the "Lender") and Agent, in its capacity as administrative agent for itself and the Lender, dated as of June 5, 2018 (as amended, restated, or otherwise modified from time to time, the "Loan Agreement").

B. Pursuant to the terms of the Loan Agreement, Grantor entered into an Amended and Restated Intellectual Property Security Agreement in favor of Agent, dated as of June 5, 2018 (as amended, restated, or otherwise modified from time to time, the "A&R IPSA"), to grant to the Agent for its benefit and the benefit of the 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 (as defined in the Loan Agreement). Unless otherwise defined herein, terms defined in the A&R IPSA and used herein shall have the meaning given to them in the A&R IPSA, or if not defined therein, in the Loan Agreement.

C. Grantor has acquired an additional trademark registered with the U.S. Patent and Trademark Office, as indicated on Schedule 1 attached hereto (the "Additional Mark"), and the Agent and Grantor desire to amend Exhibit C to the A&R IPSA to include the Additional Mark.

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:

SECTION 1. Exhibit C to the A&R IPSA. Exhibit C to the A&R IPSA shall be amended to include the Additional Mark. The security interest granted to the Agent under the A&R IPSA shall extend to the Additional Mark, and the Additional Mark shall be, and be deemed to be, part of the Intellectual Property Collateral.

[Remainder of this page intentionally left blank]

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:

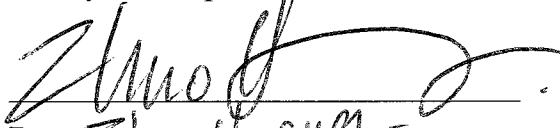
ONELOGIN, INC.,
a Delaware corporation

By: _____

Title: _____

AGENT:

HERCULES CAPITAL, INC.,
a Maryland corporation



By: Zhuo Huang

Title: Associate General Counsel

SCHEDULE 1

to

First Supplement to Amended And Restated Intellectual Property Security Agreement

Trademarks

Mark	Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
PORTADI	42	86352884 30-JUL-2014	4778847 21-JUL-2015	Registered.