

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505332

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apptio, Inc.		01/10/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC		
Street Address:	100 South Wacker Drive, 18th floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3610087	APPTIO	
Registration Number:	4804852	APPTIO TBM UNIFIED MODEL	
Registration Number:	4744710	APPTIO TBM UNIFIED MODEL	
Registration Number:	4761261	ATUM	
Registration Number:	4744707	ATUM	
Registration Number:	4507028		
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:	3128767700		
Email:	thomas.buettner@lw.com		
Correspondent Name:	Thomas J. Buettner		
Address Line 1:	Latham & Watkins LLP		
Address Line 2:	330 North Wabash Avenue, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	053644-0187		
NAME OF SUBMITTER:	Thomas J. Buettner		
SIGNATURE:	/tjb/		
DATE SIGNED:	01/10/2019		

OP \$165.00 3610087

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of January 10, 2019 (this "Trademark Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of Golub Capital Markets LLC, 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 10, 2019 (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, among others, Bellevue Merger Sub, Inc., a Delaware corporation (prior to the consummation of the Closing Date Acquisition, the "Borrower") and Apptio, Inc., a Delaware corporation (upon consummation of the Closing Date Acquisition, the "Borrower"), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time 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 a 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 (subject to Permitted Liens) 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 USPTO.

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(b) and Section 10.10 of the Credit Agreement are incorporated herein mutatis mutandis.

[Remainder of this page intentionally left blank]

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:

APPTIO, INC.,
a Delaware corporation

By: 
Name: Sachin Gupta
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent

By: 

Name: Robert G. Tischcherer

Title: Managing Director

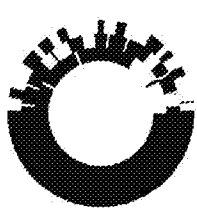
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006521 FRAME: 0399

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Grantor	Mark	Country	App/Reg No.	Status
Apptio, Inc.	APPTIO	USA	App. No. 77/451,392	Filed 04/17/2008
			Reg. No. 3,610,087	Registered 04/21/2009 Declaration of Use filed 01/22/2015
Apptio, Inc.	APPTIO TBM UNIFIED MODEL	USA	App. No. 86/198,334	Filed 02/19/2014
			Reg. No. 4,804,852	Registered 09/01/2015
Apptio, Inc.	APPTIO TBM UNIFIED MODEL	USA	App. No. 86/198,333	Filed 02/19/2014
			Reg. No. 4,744,710	Registered 05/26/2015 Section 7 Amendment filed 07/30/2015

Grantor	Mark	Country	App/Reg No.	Status
				Office Action issued 08/14/2015; Response filed 08/17/2015
Apptio, Inc.	ATUM	USA	App. No. 86/197,300 Reg. No. 4,761,261	Filed 02/19/2014 Registered 06/23/2015
Apptio, Inc.	ATUM	USA	App. No. 86/197,299 Reg. No. 4,744,707	Filed 02/19/2014 Registered 05/26/2015
Apptio, Inc.	Dissolving Circle Logo Design 	USA	App. No. 85/797,248 Reg. No. 4,507,028	Filed 12/07/2012 Registered 04/01/2014

Trademark Applications

None