

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513999

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SailPoint Technologies, Inc.		03/11/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Administrative Agent		
Street Address:	601 Lexington Avenue		
Internal Address:	21st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3359252	SAILPOINT TECHNOLOGIES	
Registration Number:	4769269	IDENTITYNOW	
Registration Number:	4475299	ACCESSIQ	
Registration Number:	4490795	IDENTITY IQ	
Registration Number:	4546555	MANAGING THE BUSINESS OF IDENTITY	
Registration Number:	5142060	IDENTITY CUBE	
Registration Number:	4593063	IDENTITY CUBE	
Registration Number:	4892568	SAILPOINT	
Registration Number:	5083630	SECURITYIQ	
Registration Number:	5638790	IDENTITYAI	
Registration Number:	5355230	SAILPOINT	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.310.8000		
Email:	juan.arias@weil.com		
Correspondent Name:	Conor O'Muiri		
Address Line 1:	Weil, Gotshal & Manges LLP		

CH \$290.00 3359252

TRADEMARK

Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: C. O'Muiri -35899.0598

NAME OF SUBMITTER: Conor O'Muiri

SIGNATURE: /Conor O'Muiri/

DATE SIGNED: 03/12/2019

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Security Grant"), dated as of March 11, 2019, is made by SailPoint Technologies, Inc., a Delaware corporation (the "Grantor"), and Citibank, N.A., in its capacity as administrative agent (the "Administrative Agent") for the Secured Parties under and as defined in the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 11, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the financial institutions party thereto as Lenders and the Administrative Agent, Lenders agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to the Security Agreement of even date herewith in favor of the Administrative Agent (the "Security Agreement") pursuant to which the Grantor is required to execute and deliver this Security Grant;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- a. all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, provided that no security interest shall be granted in any intent-to-use trademark application;
- b. all renewals and extensions of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- d. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted in connection with this Security Grant is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Security Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Security Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

SAILPOINT TECHNOLOGIES, INC.
a Delaware corporation,
as a Grantor

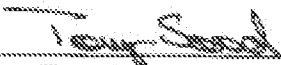
By: 
Name: J. Cameron McMartin
Title: Chief Financial Officer

SIGNATURE PAGE TO SAILPOINT TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006589 FRAME: 0335



ACCEPTED AND AGREED
as of the date first above written:

CITIBANK, N.A.,
as Administrative Agent

By: 
Name: Tony Sood
Title: Senior Vice President, as authorized

SCHEDULE I
TO
GRANT OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations

<u>Grantor</u>	<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO. & DATE (Serial No. & FILING Date)</u>
SailPoint Technologies, Inc.		U.S.	Reg. No. 3,359,252 December 25, 2007 (77/155,991 April 13, 2007)
SailPoint Technologies, Inc.	IDENTITYNOW	U.S.	Reg. No. 4,769,269 July 7, 2015 (85/966,272 June 21, 2013)
SailPoint Technologies, Inc.	ACCESSIQ®	U.S.	Reg. No. 4,475,299 January 28, 2014 (86/002,345 July 3, 2013)
SailPoint Technologies, Inc.	IDENTITYIQ®	U.S.	Reg. No. 4,490,795 March 4, 2014 (86/002,261 July 3, 2013)
SailPoint Technologies, Inc.	MANAGING THE BUSINESS OF IDENTITY®	U.S.	Reg. No. 4,546,555 June 10, 2014 (86/002,388 July 3, 2013)
SailPoint Technologies, Inc.	IDENTITY CUBE	U.S.	Reg. No. 5,142,060 February 14, 2017 (86/033,290 August 9, 2013)
SailPoint Technologies, Inc.	IDENTITY CUBE®	U.S.	Reg. No. 4,593,063 August 26, 2014 (86/975,098 August 9, 2013)
SailPoint Technologies, Inc.	SAILPOINT & Design 	U.S.	Reg. No. 4,892,568 January 26, 2016 (86/668,078 June 19, 2015)

SailPoint Technologies, Inc.	SECURITYIQ	U.S.	Reg. No. 5,083,630 November 15, 2016 (86/827,317 November 20, 2015)
SailPoint Technologies, Inc.	IDENTITYAI	U.S.	Reg. No. 5,638,790 December 25, 2018 (87453824 May 17, 2017)
SailPoint Technologies, Inc.	SAILPOINT	U.S.	Reg. No. 5,355,230 December 12, 2017 (87502553 June 23, 2017)