

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553044

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ping Identity Corporation		12/12/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	Mail Code: TX2-984-03-26, 2380 Performance Drive, Bldg. C		
City:	Richardson		
State/Country:	TEXAS		
Postal Code:	75082		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3127602	PING IDENTITY	
Registration Number:	3017959	PINGFEDERATE	
Registration Number:	4313616	PINGONE	
Registration Number:	4151402	PINGONE	
Registration Number:	4151401	PINGONE	
Registration Number:	4516137	PINGACCESS	
Registration Number:	5566536	IDENTIVERSE	
Registration Number:	5043691	PING IDENTITY	
Registration Number:	4976216	PINGID	
Registration Number:	5449088	IDENTITY DEFINED SECURITY	
Registration Number:	5376907	IDENTIFY	
Registration Number:	5378752		
Registration Number:	5778401	ELASTIC BEAM	
Registration Number:	4417517	PING IDENTITY	
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		

OP \$365.00 3127602

Correspondent Name: Latham & Watkins LLP
Address Line 1: 355 South Grand Avenue
Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER: 042525-0203

NAME OF SUBMITTER: Rhonda DeLeon

SIGNATURE: /Rhonda DeLeon/

DATE SIGNED: 12/12/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of December 12, 2019, is made by each of the signatories hereto indicated as a "Grantor" (collectively, the "Grantors" and each, a "Grantor") and Bank of America, 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 December 12, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Ping Identity Corporation, a Delaware corporation (the "Borrower"), Roaring Fork Intermediate, LLC, a Delaware limited liability company, the other loan parties from time to time party thereto, the lenders from time to time party thereto ("Lenders"), the issuing banks from time to time party thereto and the Administrative Agent, Lenders agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent to enter into the Credit Agreement, each 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. Each 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 such Grantor (collectively, 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 Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each 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 Trademark Security Agreement 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. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by fax or electronic mail transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Section 5. Governing Law. This Trademark Security Agreement 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, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

PING IDENTITY CORPORATION,
a Delaware corporation

By: 
Name: Andre Durand
Title: Chief Executive Officer

UNBOUNDID, LLC,
a Delaware limited liability company

By: 
Name: Andre Durand
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

Bank of America, N.A.,
as Administrative Agent

By: Mary Lawrence
Name: **Mary Lawrence**
Title: **AVP; Agency Management Officer**

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006814 FRAME: 0926

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Case Number	Case Type	Country	Title/Client Name, Client Case #	Status		Trademark/Reg. No., Issue/Reg. Date
				Filing Date	App. Serial No., Pub. No. & Date	
1229,300 US Priority Case: None	US Trademark	US	Title: PING IDENTITY (WORD MARK) Ping Identity Corporation(1229)	Registered Filed: 2/3/2004 Serial #: 78361739	Registered: 8/8/2006 Reg. #: 3127602	
1229,301 US Priority Case: None	US Trademark	US	Title: PINGFEDERATE Ping Identity Corporation(1229)	Registered Filed: 9/29/2004 Serial #: 78491229	Registered: 11/22/2005 Reg. #: 3017959	
1229,309 US Priority Case: None	US Trademark	US	Title: PINGONE (CLASS 009) Ping Identity Corporation(1229)	Registered Filed: 4/1/2011 Serial #: 85283640	Registered: 4/2/2013 Reg. #: 4,313,616	
1229,310 US Priority Case: None	US Trademark	US	Title: PINGONE (CLASS 042) Ping Identity Corporation(1229)	Registered Filed: 4/1/2011 Serial #: 85283647	Registered: 5/29/2012 Reg. #: 4151402	
1229,311 US Priority Case: None	US Trademark	US	Title: PINGONE (CLASS 045) Ping Identity Corporation(1229)	Registered Filed: 4/1/2011 Serial #: 85283644	Registered: 5/29/2012 Reg. #: 4151401	
1229,314 US Priority Case: None	US Trademark	US	Title: PINGACCESS Ping Identity Corporation(1229)	Registered Filed: 3/18/2013 Serial #: 85879261	Registered: 4/15/2014 Reg. #: 4,516,137	
1229,315 US-1 Priority Case: None	US Trademark	US	Title: IDENTIVERSE Ping Identity Corporation(1229)	Registered Filed: 1/30/2017 Serial #: 87/318,152	Registered: 9/18/2018 Reg. #: 5566536	
1229,317 US Priority Case: None	US Trademark	US	Title: PING IDENTITY BOX LOGO Ping Identity Corporation(1229)	Registered Filed: 4/22/2015 Serial #: 86605650	Registered: 9/20/2016 Reg. #: 5043691	

Case Number	Case Type	Country	Title/Client Name, Client Case #	Status	
				Filing Date App. Serial No., Pub. No. & Date	Trademark/Reg No., Issue/Reg. Date
1229,318 US Priority Case: None	US Trademark	US	Title: PINGID Ping Identity Corporation(1229)	Registered Filed: 4/22/2015 Serial #: 86605656	Registered: 6/14/2016 Reg. #: 4976216
1229,319 US Priority Case: None	US Trademark	US	Title: ID SQUARE LOGO Ping Identity Corporation(1229)	Pending Filed: 8/24/2015 Serial #: 86735276	
1229,321 US Priority Case: None	US Trademark	US	Title: IDENTITY DEFINED SECURITY Ping Identity Corporation(1229)	Registered Filed: 5/25/2016 Serial #: 87049461	Registered: 4/17/2018 Reg. #: 5,449,088
1229,323 US Priority Case: None	US Trademark	US	Title: IDENTITY Ping Identity Corporation(1229)	Registered Filed: 3/28/2017 Serial #: 877389379	Registered: 1/9/2018 Reg. #: 5376907
1229,326 US Priority Case: None	US Trademark	US	Title: PINGDIRECTORY Ping Identity Corporation(1229)	Allowed Filed: 4/24/2018 Serial #: 87890296	
1229,327 US Priority Case: None	US Trademark	US	Title: PINGDATAGOVERNANCE Ping Identity Corporation(1229)	Allowed Filed: 4/24/2018 Serial #: 877890,307	
1229,328 US Priority Case: None	US Trademark	US	Title: PINGINTELLIGENCE Ping Identity Corporation(1229)	Allowed Filed: 8/13/2018 Serial #: 88076420	
1229,329 US Priority Case: None	US Trademark	US	Title: PINGCLOUD PRIVATE TENANT Ping Identity Corporation(1229)	Allowed Filed: 4/11/2019 Serial #: 88382,055	
1229,330 US Priority Case: None	US Trademark	US	Title: PINGINTELLIGENT IDENTITY Ping Identity Corporation(1229)	Pending Filed: 6/5/2019 Serial #: 88460848	
1229,331 US Priority Case: None	US Trademark	US	Title: PINGME Ping Identity Corporation(1229)	Pending Filed: 8/13/2019 Serial #: 88576,454	
1229,332 US Priority Case: None	US Trademark	US	Title: PINGCENTRAL Ping Identity Corporation(1229)	Pending Filed: 8/13/2019 Serial #: 88576,466	

Case Number	Case Type	Country	Title/Client Name, Client Case #	Status	Filing Date	Trademark/Reg No.
				App. Serial No., Pub. No. & Date		Issue/Reg. Date
1229,333 US	US Trademark	US	Title: IDENTIUM Ping Identity Corporation(1229)	Pending	Filed: 8/13/2019 Serial #: 88/576,473	
Priority Case: None						
1229,334 US	US Trademark	US	Title: IDENTERRATI Ping Identity Corporation(1229)	Pending	Filed: 8/13/2019 Serial #: 88/576,479	
Priority Case: None						
	US Trademark	US	DESIGN ONLY Ping Identity Corporation	Registered	Filed: 6/9/2017 Serial #: 87481755	Registered: 1/16/2018 Reg. #: 5378752
	US Trademark	US	Trademark ELASTIC BEAM Ping Identity Corporation	Registered	Filed: 5/31/2017 Serial #: 87469172	Registered: 6/18/2019 Reg. #: 5778401
	US Trademark	US	Trademark PING IDENTITY Ping Identity Corporation	Registered	Filed: 1/28/2013 Serial #: 85833729	Registered: 10/15/2013 Reg. #: 4417517
	US Trademark	US	Trademark UNBOUNDID UnboundID, LLC	Registered	Filed: 3/31/2008 Serial #: 77436318	Registered: 12/22/2009 Reg. #: 3729212