

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690007

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ping Identity Corporation		11/23/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT		
Street Address:	Gateway Village-900 Building, 900 W. Trade St. Charlotte		
Internal Address:	NC1-026-06-09 (MacLegal)		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	87481755		
Serial Number:	87469172	ELASTIC BEAM	
Serial Number:	87389379	IDENTIFY	
Serial Number:	87049461	IDENTITY DEFINED SECURITY	
Serial Number:	87318152	IDENTIVERSE	
Serial Number:	86605650	PING IDENTITY	
Serial Number:	88460848	PING INTELLIGENT IDENTITY	
Serial Number:	85879261	PINGACCESS	
Serial Number:	88576466	PINGCENTRAL	
Serial Number:	87983017	PINGDATAGOVERNANCE	
Serial Number:	87890296	PINGDIRECTORY	
Serial Number:	86605656	PINGID	
Serial Number:	88076420	PINGINTELLIGENCE	
Serial Number:	85283640	PINGONE	
Serial Number:	85283644	PINGONE	
Serial Number:	85283647	PINGONE	
Serial Number:	78361739	PING IDENTITY	
Serial Number:	78491229	PINGFEDERATE	

OP \$515.00 87481755

Property Type	Number	Word Mark
Serial Number:	90689284	PING YOUNIVERSE
Serial Number:	90765889	PING YOUNIVERSE

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 3129932652
Email: heather.poitras@lw.com
Correspondent Name: Heather Poitras
Address Line 1: 330 N Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	042525-0203
NAME OF SUBMITTER:	Heather Poitras
SIGNATURE:	/hp/
DATE SIGNED:	11/23/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of November 23, 2021 (this “**Trademark Security Agreement**”), is made by each signatory hereto listed under “Pledgors” (each a “**Pledgor**” and collectively, the “**Pledgors**”), in favor of Bank of America, N.A., 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 November 23, 2021 (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 (“**Borrower**”), Roaring Fork Intermediate, LLC, a Delaware limited liability company (“**Holdings**”), the other Credit Parties from time to time party thereto, the lenders and issuing banks 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. As security for the payment or performance, as the case may be, in full of the Secured Obligations, 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 to the extent constituting Pledged Collateral, and in each case excluding Excluded Property (collectively, the “**Trademark Collateral**”):

- (a) all United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

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. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the Payment in Full of the Secured Obligations. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Pledgors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. 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 7. 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, the 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.

PLEDGOR:

PING IDENTITY CORPORATION,
a Delaware corporation

By: 

Name: Andre Durand

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

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

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007503 FRAME: 0843

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT


UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date	Status
Ping Identity Corporation	 Design Only	87481755	6/9/2017	5378752	1/16/2018	Registered
Ping Identity Corporation	ELASTIC BEAM	87469172	5/31/2017	5778401	6/18/2019	Registered
Ping Identity Corporation	IDENTIFY	87389379	3/28/2017	5376907	1/9/2018	Registered
Ping Identity Corporation	IDENTITY DEFINED SECURITY	87049461	5/25/2016	5449088	4/17/2018	Registered
Ping Identity Corporation	IDENTIVERSE	87318152	1/30/2017	5566536	9/18/2018	Registered
Ping Identity Corporation	PING IDENTITY and Design 	86605650	4/22/2015	5043691	9/20/2016	Registered
Ping Identity Corporation	PING INTELLIGENT IDENTITY	88460848	6/5/2019	6131428	8/18/2020	Registered
Ping Identity Corporation	PINGACCESS	85879261	3/18/2013	4516137	4/15/2014	Registered
Ping Identity Corporation	PINGCENTRAL	88576466	8/13/2019	6302124	3/23/2021	Registered

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date	Status
Ping Identity Corporation	PINGDATAGOVERNANCE	87983017	4/24/2018	6064862	5/26/2020	Registered
Ping Identity Corporation	PINGDIRECTORY	87890296	4/24/2018	6059292	5/19/2020	Registered
Ping Identity Corporation	PINGID	86605656	4/22/2015	4976216	6/14/2016	Registered
Ping Identity Corporation	PINGINTELLIGENCE	88076420	8/13/2018	6251813	1/19/2021	Registered
Ping Identity Corporation	PINGONE	85283640	4/1/2011	4313616	4/2/2013	Registered
Ping Identity Corporation	PINGONE	85283644	4/1/2011	4151401	5/29/2012	Registered
Ping Identity Corporation	PINGONE	85283647	4/1/2011	4151402	5/29/2012	Registered
Ping Identity Corporation	PINGIDENTITY	78361739	2/3/2004	3127602	8/8/2006	Registered (Renewed)
Ping Identity Corporation	PINGFEDERATE	78491229	9/29/2004	3017959	11/22/2005	Registered (Renewed)

United States Trademark Applications:

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date	Status
Ping Identity Corporation	PING YOUNIVERSE	90689284	5/4/2021	--	--	Pending
Ping Identity Corporation	PING YOUNIVERSE and Design 	90765889	6/10/2021	--	--	Pending