

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749166

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SailPoint Technologies, Inc.		08/16/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Golub Capital Markets LLC, as Collateral Agent
Street Address:	150 S. Wacker Street
Internal Address:	Suite 800
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	88414883	SAILPOINT PREDICTIVE IDENTITY
Serial Number:	87502553	SAILPOINT
Serial Number:	87453824	IDENTITYAI
Serial Number:	86827317	SECURITYIQ
Serial Number:	86668078	SAILPOINT
Serial Number:	86033290	IDENTITY CUBE
Serial Number:	86975098	IDENTITY CUBE
Serial Number:	86002261	IDENTITY IQ
Serial Number:	85966272	IDENTITYNOW
Serial Number:	77155991	SAILPOINT TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061209

Email: JESSICA.BAJADA-SILVA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

TRADEMARK

REEL: 007824 FRAME: 0617

ATTORNEY DOCKET NUMBER:	053644-0336
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	08/17/2022

Total Attachments: 5

source=Project California - IPSA - Trademark Security Agreement (Aug-16-22) [Executed](134386672.1)#page1.tif
source=Project California - IPSA - Trademark Security Agreement (Aug-16-22) [Executed](134386672.1)#page2.tif
source=Project California - IPSA - Trademark Security Agreement (Aug-16-22) [Executed](134386672.1)#page3.tif
source=Project California - IPSA - Trademark Security Agreement (Aug-16-22) [Executed](134386672.1)#page4.tif
source=Project California - IPSA - Trademark Security Agreement (Aug-16-22) [Executed](134386672.1)#page5.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of August 16, 2022, is made by SailPoint Technologies, Inc., a Delaware corporation (the “Grantor”), in favor of Golub Capital Markets LLC, as Collateral Agent (as defined below) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of August 16, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Project Hotel California Merger Sub, Inc., a Delaware corporation, SailPoint Technologies Holdings, Inc., a Delaware corporation (upon the consummation of the Acquisition, the “Borrower”), SailPoint Intermediate Holdings III, LP, a Delaware limited partnership (“Holdings”), the lending institutions from time to time party thereto (each a “Lender” and, collectively, the “Lenders”) and Golub Capital Markets LLC, as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and any Subsidiaries that become a party thereto have executed and delivered the Security Agreement, dated as of August 16, 2022 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as context dictates.

2. Grant of Security Interest. The Grantor hereby grants a lien on and security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Grantor’s “intent to use” such trademarks or service marks

will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. The provisions of Section 8.7 of the Security Agreement are incorporated herein by reference, mutatis mutandis.

6. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

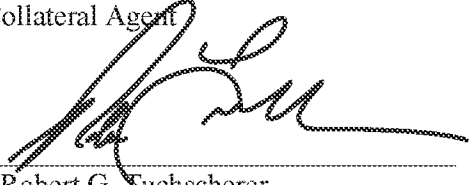
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

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

DocuSigned by:
Mark McClain
By: _____
E7A5DC464352445...
Name: Mark McClain
Title: President

[Signature Page to Grant of Security Interest in Trademark Rights]

GOLUB CAPITAL MARKETS LLC,
as the Collateral Agent


By: 
Name: Robert G. Fuchscherer
Title: Senior Managing Director

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007824 FRAME: 0622

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
SAILPOINT PREDICTIVE IDENTITY	USA	88414883 03-MAY-2019	6252057 19-JAN-2021	SailPoint Technologies, Inc.
SAILPOINT	USA	87502553 23-JUN-2017	5355230 12-DEC-2017	SailPoint Technologies, Inc.
IDENTITYAI	USA	87453824 17-MAY-2017	5638790 25-DEC-2018	SailPoint Technologies, Inc.
SECURITYIQ	USA	86827317 20-NOV-2015	5083630 15-NOV-2016	SailPoint Technologies, Inc.
SAILPOINT and design 	USA	86668078 19-JUN-2015	4892568 26-JAN-2016	SailPoint Technologies, Inc.
IDENTITY CUBE	USA	86033290 09-AUG-2013	5142060 14-FEB-2017	SailPoint Technologies, Inc.
IDENTITY CUBE	USA	86975098 09-AUG-2013	4593063 26-AUG-2014	SailPoint Technologies, Inc.
IDENTITYIQ	USA	86002261 03-JUL-2013	4490795 04-MAR-2014	SailPoint Technologies, Inc.
IDENTITYNOW	USA	85966272 21-JUN-2013	4769269 07-JUL-2015	SailPoint Technologies, Inc.
SAILPOINT TECHNOLOGIES and design 	USA	77155991 13-APR-2007	3359252 25-DEC-2007	SailPoint Technologies, Inc.