

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761976

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ping Identity Corporation		10/18/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Collateral Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	5376907	IDENTIFY	
Registration Number:	5449088	IDENTITY DEFINED SECURITY	
Registration Number:	3127602	PING IDENTITY	
Registration Number:	5043691	PING IDENTITY	
Registration Number:	6131428	PING INTELLIGENT IDENTITY	
Registration Number:	6622486	PING YOUNIVERSE	
Registration Number:	6622627	PING YOUNIVERSE	
Registration Number:	4516137	PINGACCESS	
Registration Number:	6302124	PINGCENTRAL	
Registration Number:	6064862	PINGDATAGOVERNANCE	
Registration Number:	6059292	PINGDIRECTORY	
Registration Number:	3017959	PINGFEDERATE	
Registration Number:	4976216	PINGID	
Registration Number:	6251813	PINGINTELLIGENCE	
Registration Number:	4313616	PINGONE	
Registration Number:	4151402	PINGONE	
Registration Number:	4151401	PINGONE	
Registration Number:	6790599	PINGONE VERIFY	
Registration Number:	5378752		

OP \$515.00 5376907

Property Type	Number	Word Mark
Registration Number:	5778401	ELASTIC BEAM
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	
Correspondent Name:	LATHAM & WATKINS LLP	
Address Line 1:	355 SOUTH GRAND AVENUE	
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560	
ATTORNEY DOCKET NUMBER:	058516-0154	
NAME OF SUBMITTER:	Rhonda DeLeon	
SIGNATURE:	/Rhonda DeLeon/	
DATE SIGNED:	10/18/2022	
Total Attachments: 6		
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of October 18, 2022, is made by Ping Identity Corporation, a Delaware corporation (the “Grantor”), in favor of Owl Rock Capital Corporation, as Collateral Agent (as defined below) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of October 17, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Project Polaris Merger Sub, Inc., a Delaware corporation, Ping Identity Holding Corp., a Delaware corporation (upon the consummation of the Merger, the “Borrower”), Project Polaris Holdings, LLC, a Delaware limited liability company (“Holdings”), the lending institutions from time to time party thereto (each a “Lender” and, collectively, the “Lenders”) and Owl Rock Capital Corporation, as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

WITNESSETH:

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 October 18, 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, the 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.

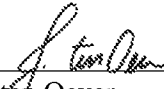
PING IDENTITY CORPORATION,
a Delaware corporation,
as the Grantor

By: 
Name: Raj Dani
Title: Chief Financial Officer

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

OWL ROCK CAPITAL CORPORATION,
as the Collateral Agent

By: Owl Rock Capital Advisors LLC, its Investment Advisor

By:  _____
Name: Jon Oever
Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

Jurisdiction	Mark	Status	Reg No., Issue/Reg Date	Owner
US	IDENTIFY	Registered	Registered: 1/9/2018 Reg. #: 5376907	Ping Identity Corporation
US	IDENTITY DEFINED SECURITY	Registered	Registered: 4/17/2018 Reg. #: 5449088	Ping Identity Corporation
US	PING IDENTITY (WORD MARK)	Registered	Registered: 8/8/2006 Reg. #: 3127602	Ping Identity Corporation
US	PING IDENTITY BOX LOGO	Registered	Registered: 9/20/2016 Reg. #: 5043691	Ping Identity Corporation
US	PING INTELLIGENT IDENTITY	Registered	Registered: 8/18/2020 Reg. #: 6131428	Ping Identity Corporation
US	PING YOUNIVERSE	Registered	Registered: 1/18/2022 Reg. #: 6622486	Ping Identity Corporation
US	PING YOUNIVERSE LOGO	Registered	Registered: 1/18/2022 Reg. #: 6622627	Ping Identity Corporation
US	PINGACCESS	Registered	Registered: 4/15/2014 Reg. #: 4516137	Ping Identity Corporation
US	PINGCENTRAL	Registered	Registered: 3/23/2021 Reg. #: 6302124	Ping Identity Corporation
US	PINGDATAGOVERNANCE	Registered	Registered: 5/26/2020 Reg. #: 6064862	Ping Identity Corporation
US	PINGDIRECTORY	Registered	Registered: 5/19/2020 Reg. #: 6059292	Ping Identity Corporation
US	PINGFEDERATE	Registered	Registered: 11/22/2005 Reg. #: 3017959	Ping Identity Corporation
US	PINGID	Registered	Registered: 6/14/2016 Reg. #: 4976216	Ping Identity Corporation
US	PINGINTELLIGENCE	Registered	Registered: 1/19/2021 Reg. #: 6251813	Ping Identity Corporation
US	PINGONE	Registered	Registered: 4/2/2013 Reg. #: 4313616	Ping Identity Corporation
US	PINGONE	Registered	Registered: 5/29/2012 Reg. #: 4151402	Ping Identity Corporation
US	PINGONE (CLASS 045)	Registered	Registered: 5/29/2012 Reg. #: 4151401	Ping Identity Corporation
US	PINGONE VERIFY	Registered	Registered: 7/12/2022 Reg. #: 6790599	Ping Identity Corporation
US	 DESIGN ONLY	Registered	Registered: 01/16/2018 Reg. #: 5378752	Ping Identity Corporation

Jurisdiction	Mark	Status	Reg No., Issue/Reg Date	Owner
US	ELASTIC BEAM	Registered	Registered: 06/18/2019 Reg #: 5778401	Ping Identity Corporation

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