# OP \$115.00 6742952

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM765543

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
APPIAN CORPORATION		11/03/2022	Corporation: DELAWARE	

### **RECEIVING PARTY DATA**

Name:	Silicon Valley Bank			
Street Address:	3003 Tasman Drive, HF 150			
City:	Santa Clara			
State/Country:	CALIFORNIA			
Postal Code:	95054			
Entity Type:	Corporation: CALIFORNIA			

## **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark				
Registration Number:	6742952	APPIAN				
Registration Number:	6742951	APPIAN				
Registration Number:	5367931	DIGITAL TRANSFORMATION PLATFORM				
Registration Number:	4224718	APPIAN				

## **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: 8004945225

ipteam@cogencyglobal.com Email:

Kyle Noreiga **Correspondent Name:** 

1025 Connecticut Ave., NW, STE. 712 Address Line 1:

Address Line 2: Cogency Global

Address Line 4: WASHINGTON, D.C. 20036

NAME OF SUBMITTER: Gwendolyn Mecsas, Paralegal	
SIGNATURE:	/Gwendolyn Mecsas/
DATE SIGNED:	11/03/2022

**Total Attachments: 8** 

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### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 3, 2022 by and between the companies listed on the signature page hereto (each a "*Grantor*") and SILICON VALLEY BANK, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacities, "*Administrative Agent*").

### RECITALS

- A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to APPIAN CORPORATION, a Delaware corporation (the "Borrower") in the amounts and manner set forth in that certain Credit Agreement, dated as of November 3, 2022, by and among the Borrower, the several banks and other financial institutions or entities from time to time party thereto (each a "Lender" and, collectively, the "Lenders"), SILICON VALLEY BANK, as the Issuing Lender and the Swingline Lender, and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Credit Agreement"). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.
- B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to the Borrower under the Credit Agreement, the Borrower, and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Guarantee and Collateral Agreement").
- C. The Secured Parties made such financial accommodations to the Borrower, upon the condition, among others, that the Borrower and each other Grantor shall grant to Administrative Agent a security interest in all Copyrights, Trademarks, Patents and Intellectual Property Licenses (in each case, as defined in the Guarantee and Collateral Agreement) owned by such Grantor as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (whether now existing or arising hereafter).
- D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, the Borrower and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all the Collateral, including the Copyrights, Patents, Trademarks and Intellectual Property Licenses listed on Exhibits A, B, and C hereto, respectively.
- NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, the parties hereto agree as follows:

### **AGREEMENT**

Each Grantor grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's Copyrights, Patents, Trademarks, and Intellectual Property Licenses, including, without limitation, those listed on Exhibits A, B, and  $\underline{C}$  hereto, respectively, including all claims for any past, present and future infringement or other impairment thereof, with the right to sue for and

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collect, or otherwise recover such damages, payments or other relief in connection therewith, all proceeds thereof, any goodwill associated therewith, all rights corresponding thereto throughout the world and all reissues, divisions continuations, renewals, extensions and continuations-in-part thereof (but excluding, for the avoidance of doubt, any intent-to-use United States Trademark application for which neither (a) an amendment to allege use to bring the application into conformity with 15 U.S.C. § 1051(a) has been filed with and accepted by the United States Patent and Trademark Office, nor (b) a verified statement of use under 15 U.S.C. § 1051(d) has been filed with and accepted by the United States Patent and Trademark Office) (collectively, the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (whether now existing or arising hereafter). Notwithstanding anything to the contrary herein, this Agreement shall not constitute a grant of security interest in any Excluded Asset.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

Upon the Discharge of Obligations, Administrative Agent shall execute, acknowledge and deliver to the Borrower an instrument or instruments in writing in recordable form releasing its security interest in the Intellectual Property Collateral.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:** 

APPIAN CORPORATION

Name: Mark Matheos

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

## ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

Name: Will Deevy

Title: Managing Director

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**EXHIBIT A** 

**COPYRIGHTS** 

Registered Copyrights

Pending Copyright Applications

Registered Copyrights and Pending Copyright Applications Licensed to Grantors

None

None

None

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## EXHIBIT B

## **PATENTS**

## Issued Patents

Appian Corporation	Appian Corporation	Appian Corporation	Appian Corporation	Appian Corporation	Appian Corporation	Appian Corporation	Appian Corporation	Appian Corporation	Appian Corporation	<u>Loan Party</u>
United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	Jurisdiction
11,381,449	11,379,667	11,237,818	11,294,555	11,113,269	10,382,262	10,620,937	10,325,022	9,544,383	9,372,675	Patent No.
7/5/2022	7/5/2022	2/1/2022	4/5/2022	9/7/2021	8/13/2019	4/14/2020	6/18/2019	1/10/2017	6/21/2016	Issue Date
Suvajit Gupta, John Rogers, Fred Briden, Susumu Noda, Jonathon Blonchek	Brian Joseph Sullivan, Matthew David Hilliard	Edward Bross, Matthew Hilliard	John Rogers, Charles Tsui, Alison Cowley, Indraja Karnik	Antonio Andrade Garcia, Rahul Swaminathan, Vy Ton, Erol Guven, Ramsey Langley, Brett Shomaker, Johnny Uwe Debrodt Sarabia	Suvajit Gupta, John Rogers, Fred Briden, Susumu Noda, Jonathon Blonchek	Edward Bross, Matthew Hilliard	Brian Joseph Sullivan, Matthew David Hilliard	Matthew Wheeler Calkins, Robert Charles Kramer	Marco Pescosolido, Annelise Dubrovsky, Brian Joseph Sullivan, Antonio Andrade Garcia, Carlos Santiago Aguayo Rico, Raziel Alvarez Guevara, Cody Allen Smith, Matthew David Hilliard	Inventor
Dynamic application configuration techniques	Automated expression paralleliztion	Automated backward- compatible function updates	Intelligent manipulation of dynamic declarative interfaces	Systems and methods for application data servers	Dynamic application configuration techniques	Automated backward- compatible function updates	Automated expression parallelization	Participant List	Unified declarative model for user interfaces	<u>Title</u>

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# Pending Patent Applications

Appian Corporation	<u>Loan Party</u>
United States	<u>Jurisdiction</u>
17/712,318	<u>Serial No.</u>
4/4/2022	Filing Date
John Rogers, Charles Tsui, Alison Cowley, Indraja Karnik	<u>Inventor</u>
Intelligent Manipulation of Dynamic Declarative Interfaces	<u>Title</u>

# Issued Patents and Pending Patent Applications Licensed to Grantors

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## EXHIBIT C

## TRADEMARKS

## Registered Trademarks

# Pending Trademark Applications

Registered Trademarks and Pending Trademark Applications Licensed to Grantors

**RECORDED: 11/03/2022** 

None

None