

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM459441

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GUGGENHEIM CORPORATE FUNDING, LLC		01/25/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ping Identity Corporation		
Street Address:	1001 17th Street, Suite 100		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4417517	PING IDENTITY	
Registration Number:	3453137	PING IDENTITY	
Registration Number:	3127602	PING IDENTITY	
Registration Number:	4516137	PINGACCESS	
Registration Number:	3991610	PINGCONNECT	
Registration Number:	3451076	PINGENABLE	
Registration Number:	4313616	PINGONE	
Registration Number:	4151401	PINGONE	
Registration Number:	4151402	PINGONE	
Registration Number:	3017959	PINGFEDERATE	
Serial Number:	86605650	PING IDENTITY	
Serial Number:	86605656	PINGID	
Serial Number:	86735276	ID	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	212.318.6532		
Email:	alanagramer@paulhastings.com		
TRADEMARK			

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Correspondent Name:	Rohani Mahyera, Esq.
Address Line 1:	200 Park Avenue, 28th Floor
Address Line 2:	c/o Paul Hastings LLP
Address Line 4:	New York, NEW YORK 10116

ATTORNEY DOCKET NUMBER:	F175076 for 91401-00015
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NAME OF SUBMITTER:	Alana Gramer
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SIGNATURE:	/Alana Gramer/
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DATE SIGNED:	01/25/2018
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Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of January 25, 2018 (“Effective Date”), by **GUGGENHEIM CORPORATE FUNDING, LLC**, in its capacity as collateral agent for the secured parties (together with its successors and permitted assigns in such capacity, the “Collateral Agent”), in favor of Ping Identity Corporation, a Delaware corporation (the “Pledgor”).

WHEREAS, reference is made to: (a) that certain Credit Agreement, dated as of June 30, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Ping Identity Corporation (the “Borrower”), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent; and (b) that certain Security Agreement, dated as of June 30, 2016 (as amended, restated, supplemented and otherwise modified from time to time, the “Security Agreement”), by and among the Pledgor, certain of the Pledgor’s affiliates, and the Collateral Agent;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of June 30, 2016, which was recorded with the United States Patent and Trademark Office (the “USPTO”) on June 30, 2016 at Reel 5822, Frame 0871 (as may be amended, restated, supplemented, or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), by and among Pledgor and the Collateral Agent, the Pledgor granted to the Collateral Agent a security interest in all of the Pledgor’s right, title and interest in and to the Trademark Collateral (as such term is defined in the Trademark Security Agreement); and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on **Schedule 1** hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby covenants and agrees as follows:

1. Without representation or warranty of any kind or nature, the Collateral Agent hereby terminates, releases, and discharges its security interest in the Trademark Collateral granted pursuant to the Trademark Security Agreement, and reassigns to Pledgor all right, title, and interest of the Collateral Agent in the Trademark Collateral pursuant to the Trademark Security Agreement, and all proceeds thereof, including, without limitation, any and all causes of action which any exist by reason of infringement of the Trademark Collateral.

2. The Collateral Agent hereby authorizes the recordation of this Release with the USPTO.

3. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Pledgor’s expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

4. This Release and the rights and obligations of the parties hereunder shall be governed by, shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

GUGGENHEIM CORPORATE FUNDING,
LLC, a Delaware limited liability company,
as the Collateral Agent

By: 

Name: Kevin M. Robinson

Title: Attorney-in-Fact

SCHEDULE 1
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN THE TRADEMARK
COLLATERAL

Registered Trademarks and service marks

Trademark	Jurisdiction	Registration Number	Registration Date	Status	Registrant
PING IDENTITY	U.S. Federal	4417517	10/15/2013	Registered	Ping Identity Corporation
PING IDENTITY	U.S. Federal	3453137	6/24/2008	Registered	Ping Identity Corporation
PING IDENTITY	U.S. Federal	3127602	8/8/2006	Registered	Ping Identity Corporation
PINGACCESS	U.S. Federal	4516137	4/15/2014	Registered	Ping Identity Corporation
PINGCONNECT	U.S. Federal	3991610	7/12/2011	Registered	Ping Identity Corporation
PINGENABLE	U.S. Federal	3451076	6/17/2008	Registered	Ping Identity Corporation
PINGONE	U.S. Federal	4313616	4/2/2013	Registered	Ping Identity Corporation
PINGONE	U.S. Federal	4151401	5/29/2012	Registered	Ping Identity Corporation
PINGONE	U.S. Federal	4151402	5/29/2012	Registered	Ping Identity Corporation
PINGFEDERATE	U.S. Federal	3017959	11/22/2005	Registered	Ping Identity Corporation

Applications to register Trademarks and service marks:

Trademark	Jurisdiction	Application Number	Filing Date	Status	Registrant
PING IDENTITY	U.S. Federal	86605650	4/22/2015	Pending	Ping Identity Corporation
PINGID	U.S. Federal	86605656	4/22/2015	Pending	Ping Identity Corporation
ID	U.S. Federal	86735276	8/24/2015	Pending Intent To Use	Ping Identity Corporation