## 502011477 08/02/2012

#### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Paul Madsen	05/25/2012
Brian Campbell	06/20/2012

#### RECEIVING PARTY DATA

Name:	Ping Identity Corporation	
Street Address:	1001 17th Street	
Internal Address:	Suite 100	
City:	Denver	
State/Country:	COLORADO	
Postal Code:	80202	

# PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	13544553	

## CORRESPONDENCE DATA

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 (202) 842-7800

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Mail.

Correspondent Name: Cooley LLP
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Address Line 2: Suite 1100

Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER: PING-006/00US 304324-2009

NAME OF SUBMITTER: David W. Hopkins

Total Attachments: 4

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> PATENT REEL: 028708 FRAME: 0216

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#### ASSIGNMENT

Paul MADSEN, residing at 150 Insmill Crescent, Ottawa, Ontario, K2T1G2, Canada and Brian CAMPBELL, residing at 4321 Vrain Street, Denver, CO 80212 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled METHODS AND APPARATUS FOR PREPROVISIONING AUTHENTICATION TOKENS TO MOBILE APPLICATIONS, and which is a:

(1)	provisional application
	(a)  to be filed herewith; or
	(b) bearing Application No., and filed on; or
(2)	⊠ non-provisional application
	(a) to be filed herewith; or
	(b) bearing Application No. 13 544 557, and filed on
	July 9, 2012, bearing Attorney Docket No.
	PING 2006/00118 304324 2000

WHEREAS, PING IDENTITY CORPORATION, a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 1001 17<sup>th</sup> Street, Suite 100, Denver, CO 80202 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention; the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention; any application for patent of the United States or other countries claiming priority to these application; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

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- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

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Paul Madsen
State of Province ontario)
County of CITY OF OTTAWA)
On MAY 25, 2012, before me, JAMES SMITH
Notary Public, personally appeared PAUL MADSEN
personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.
ignature of Notary Public Place Notary Seal Above
ly Commission Expires: N/A

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Date: 6/20/2012 By:	
	Brian Campbell
State of CO LORA dO	
County of Denver ) ss.	
On 6/10/2012, before me, CNSic	( ){ }
Public, personally appeared Byon (2010)	personally known
to me or proved to me on the basis of satisfactory evidence, to	
is/are subscribed to the within instrument and acknowledged to	me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by l	his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the	he permission reverse executed the
instrument.	Medica
	NOTARY
WITNESS my hand and official seal.	PUBLIC
Williams and oriented seem	19
Charcley an	OF COLOR DA
Signature of Notary Public	Place Notary Seal Above
My Commission Expires: 7/28/2015	

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PATENT REEL: 028708 FRAME: 0220