

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3402399

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	APPTIO, INC.	06/16/2015
RECEIVING PARTY DATA		
Name:	Silicon Valley Bank	
Street Address:	3003 Tasman Drive	
City:	Santa Clara	
State/Country:	CALIFORNIA	
Postal Code:	95054	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Application Number:	13837815	
Application Number:	13675837	
Application Number:	13917503	
Application Number:	13935147	
Application Number:	14033130	
Application Number:	14180308	
CORRESPONDENCE DATA		
Fax Number:	(858)638-5130	
<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:	858-677-1400	
Email:	susan.reynolds@dlapiper.com	
Correspondent Name:	DLA PIPER LLP (US)	
Address Line 1:	4365 EXECUTIVE DRIVE, SUITE 1100	
Address Line 4:	SAN DIEGO, CALIFORNIA 92121	
ATTORNEY DOCKET NUMBER:	354271-422	
NAME OF SUBMITTER:	TROY ZANDER	
SIGNATURE:	/s/ Troy Zander	
DATE SIGNED:	06/18/2015	
Total Attachments: 5		

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PATENT

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of June 16, 2015 by and between SILICON VALLEY BANK ("Bank") and APPTIO, INC. ("Grantor") and amends and restates the terms of that certain Intellectual Property Security Agreement by Grantor in favor of Bank, dated as of March 8, 2013, as amended from time to time (the "Original Intellectual Property Security Agreement").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of June 16, 2015 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that upon an IP Default under the Loan Agreement, Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, upon an IP Default under the Loan Agreement, Grantor will grant to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 its obligations under the Loan Agreement, upon an IP Default under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, upon an IP Default under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Except as otherwise set forth herein, this Amended and Restated Intellectual Property Security Agreement is intended to and does completely amend and restate, without novation, the Original Intellectual Property Security Agreement.

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

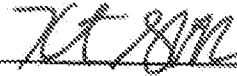
Address of Grantor:

11100 NE 8th Street, Suite 600
Bellevue, WA 98004

Attn: John Morrow, General Counsel

GRANTOR:

APPTIO, INC.

By: 

Title:  SVP

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

BANK:

SILICON VALLEY BANK

By: 

Title: VICE PRESIDENT

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Operational-related data computation engine	12467120	5/15/09
Hierarchy based dependent object relationships	13324253	12/13/11
Platform for rapid development of applications	13415701	3/8/12
Automation of business management processes and assets	13415797	3/8/12
System and method for visualizing trace of costs across a graph of financial allocation rules	13365150	2/2/12
Utilizing multiple versions of financial allocation rules in a budgeting process	13452628	4/20/12
Global dictionaries using universal primitives	13649019	10/10/12
System and method for visualizing trace of costs across a graph of financial allocation rules	13917478	6/13/13
Automated business system generation	13837815	03/15/15
Dynamic recommendations taken over time for reservations of information technology resources	13675837	11/13/12
Dynamic recommendations taken over time for reservations of information technology resources	13917503	06/13/13
Recursive processing of object allocation rules	13935147	07/03/13
Allocating heritage information in data models	14033130	09/20/13
Unified modeling of technology towers	14180308	02/13/14

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
BILL OF IT [Abandoned]	85700071	8/9/12
APPTIO	77451392	4/17/08
Design	85797248	12/7/12
APPTIO UNIFIED TBM MODEL	86198334	2/19/14
APPTIO UNIFIED TBM MODEL	86198333	2/19/14
ATUM	86197299	2/19/14
ATUM	86197300	2/19/14