

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4009571

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SAILPOINT TECHNOLOGIES, INC., AS GRANTOR	08/16/2016
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT
Street Address:	6011 CONNECTION DR.
City:	IRVING
State/Country:	TEXAS
Postal Code:	75039
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	9319395
Application Number:	15070805
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>	
Email:	erobinson@hunton.com
Correspondent Name:	ERIKA ROBINSON
Address Line 1:	600 PEACHTREE ST NE SUITE 4100
Address Line 2:	C/O HUNTON & WILLIAMS LLP
Address Line 4:	ATLANTA, GEORGIA 30308
ATTORNEY DOCKET NUMBER:	65740.000147
NAME OF SUBMITTER:	ERIKA ROBINSON
SIGNATURE:	/ErikaRobinson/
DATE SIGNED:	08/16/2016
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this “**Agreement**”) is made and entered into as of August 16, 2016, by **SAILPOINT TECHNOLOGIES, INC.**, a Delaware corporation (“**Grantor**”), in favor of **GOLDMAN SACHS BANK USA** (“**GSB**”), as collateral agent under the Credit Agreement described below (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GSB, as Administrative Agent and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), Lenders have agreed to make certain Loans to Grantor; and

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, the Pledge and Security Agreement (the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Agreement;

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

1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest in Patent Collateral. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents (including, without limitation, the Secured Obligations), Grantor hereby grants to Collateral Agent, on behalf of itself and the other Secured Parties, a continuing First Priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Patent Collateral**”): (a) all of its Patents to which it is a party, including, without limitation, those referred to on Schedule I; (b) all reissues, continuations, divisions, modifications, substitutions or extensions of the foregoing; and (c) all revenues and other Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, dilution or breach of any Patent.

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the other Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the

Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Authorization to Supplement. Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any future Patents. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Patent Collateral, whether or not listed on Schedule I.

5. Counterparts. This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

6. APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

GRANTOR:

SAILPOINT TECHNOLOGIES, INC.

By: Mark McClain


Name: Mark McClain

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

GOLDMAN SACHS BANK USA

By: 
Name: **Stephen W. Hipp**
Title: **Authorized Signatory**

SCHEDULE 1
TO PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS			
<u>Jurisdiction</u>	<u>Patent</u>	<u>Registration Number</u>	<u>Registration Date</u>
US	SYSTEM AND METHOD FOR SECURING AUTHENTICATION INFORMATION IN A NETWORKED ENVIRONMENT	9319395	4/19/2016

PATENT APPLICATIONS			
<u>Jurisdiction</u>	<u>Patent</u>	<u>Application Number</u>	<u>Application Date</u>
US	SYSTEM AND METHOD FOR SECURING AUTHENTICATION INFORMATION IN A NETWORKED ENVIRONMENT	15/070,805	3/15/2016