

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Rocket Software, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other _____

Citizenship (see guidelines) _____

Execution Date(s) August 3, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Foothill, Inc.

Internal

Address: _____

Street Address: One Boston Place, 18th Fl

City: Boston

State: MA

Country: USA Zip: 02108

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship California
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Attachment Page

B. Trademark Registration No.(s)

See Attachment Page

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Attachment Page

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James D. Nohl, Esq.

Internal Address: Holland & Knight LLP

Street Address: 10 St. James Avenue

City: Boston

State: MA Zip: 02116

Phone Number: 617 523 2700

Fax Number: 617 523 6850

Email Address: jnohl@hklaw.com

6. Total number of applications and registrations involved:

29

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$740.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 502324

Authorized User Name George Tuttle

9. Signature:

George W. Tuttle
Signature

10/20/04
Date

GEORGE W. TUTTLE

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **23**

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ATTACHMENT PAGE

TRADEMARK SECURITY AGREEMENT
ROCKET SOFTWARE, INC. AND WELLS FARGO FOOTHILL, INC.

<u>Trademark R/N – S/N</u>	<u>Identification</u>	<u>Trademark R/N – S/N</u>	<u>Identification</u>
2641037	ACTIVEHELP	2343449	CATALANT
2471666	CODENINE	2475900	INCOMECONNECT
2072767	INEXCHANGE	2072706	INSERVICE
2072707	INVIEW	2629298	NETCURE
1968718	PERITUS	2548520	POWERPROFILER
2537404	POWERPROFILER/SE	1690753	ROCKET
2059264	ROCKET & Design	2769300	ROCKET.EQUERY
2062841	ROCKET SHUTTLE	2250140	SOLUTIONCORE
2269479	SOLUTIONSUITES	2778209	STOROS
1645033	SYSTEMSOFT	2161187	SYSTEMWIZARD
1969584	TCSI	2072708	WORLDWIN
78/348,154	ACTIVEGUIDE	78/348,150	ACTIVETUTOR
78/430,999	KBML	78/430,982	OPENKBM
78/024,988	ROCKET SOFTWARE	78/439,038	SECURITY SHADES
78/430,964	SECURITY VAULT		

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of August 3, 2004, is made by **ROCKET SOFTWARE, INC.**, a Delaware corporation (the "Grantor"), in favor of **WELLS FARGO FOOTHILL, INC.**, a California corporation (the "Lender"). All capitalized terms used but not defined otherwise defined herein shall have the meanings given to them in the Loan Agreement (as defined below).

PRELIMINARY STATEMENTS

(1) The Lender has entered into a Loan and Security Agreement dated as of the date hereof with Grantor (said Agreement, as it may hereafter be amended or otherwise modified from time to time, being the "Loan Agreement").

(2) It is a condition precedent to the extension of credit by the Lender under the Loan Agreement that Grantor shall have granted the assignment and security interest and made the pledge and assignment contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lender to make extensions of credit under the Loan Agreement, Grantor hereby agrees with the Lender as follows:

SECTION 1. Grant of Security. Grantor hereby assigns, pledges and grants to the Lender a security interest in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, domain names, trade names, trade dress or other indicia of trade origin, domain name registrations, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified in Schedule I attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding

thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (collectively, the "Trademarks"); and

(b) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or marks, whether Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule II attached hereto and made a part hereof (each, a "License" and collectively, the "Licenses").

SECTION 2. Security for Obligations. The assignment and pledge of and grant of a security interest in the Trademark Collateral by Grantor pursuant to this Agreement secures the payment of all Obligations, whether for principal, interest, fees, expenses or otherwise (all such Obligations being the "Secured Obligations"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Secured Obligations and would be owed by Grantor to the Lender under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

SECTION 3. Grantor Remains Liable. Anything herein to the contrary notwithstanding, (a) Grantor shall remain liable under the contracts and agreements included in the Trademark Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Lender of any of the rights hereunder shall not release Grantor from any of its duties or obligations under the contracts and agreements included in the Trademark Collateral and (c) the Lender shall not have any obligation or liability under the contracts and agreements included in the Trademark Collateral by reason of this Agreement, nor shall the Lender be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Representations and Warranties. Grantor represents and warrants as to itself and its Trademark Collateral as follows:

(a) Grantor is the sole, legal and beneficial owner of the entire right, title and interest in and to the trademark and service mark registrations and applications for registration set forth in Schedule I hereto as being the property of Grantor free and clear of any Lien, except for the security interest created by this Agreement and Permitted Liens. No security agreement, effective financing statement or other instrument similar in effect covering

all or any part of the Trademark Collateral, that has not been terminated or released (or that will not be terminated or released in connection with the closing (the "Closing") of the transactions contemplated by the Loan Agreement), is on file in any recording office (including, without limitation, the United States Patent and Trademark Office and any other applicable recording offices in any foreign jurisdictions), except such as may have been filed in favor of the Lender relating to this Agreement or any other Loan Document, and Grantor has not consented to the filing of a financing statement under the Code or the filing of any document or notice similar in effect, that has not been released or terminated (or that will not be terminated or released in connection with the Closing), with the United States Patent and Trademark Office or any other applicable recording offices in any foreign jurisdictions covering all or any part of the Trademark Collateral other than as contemplated hereby and thereby.

(b) Set forth in Schedule I is a complete and accurate list of the trademark, service mark and domain name registrations and applications for registration owned by Grantor. Grantor has made all necessary filings and recordations to protect and maintain its interest in the trademark, service mark and domain name registrations and applications for registration set forth in Schedule I, including, without limitation, all necessary filings and recordings in the United States Patent and Trademark Office and any other applicable recording offices in any foreign jurisdictions. Set forth in Schedule II is a complete and accurate list of the Licenses owned by Grantor in which Grantor is (i) a licensor or (ii) a licensee, and Schedule II specifies whether Grantor is a licensee or a licensor under each such License.

(c) Each trademark, service mark and domain name registration and application for registration of Grantor set forth in Schedule I is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and, to the best of Grantor's knowledge, is valid, registrable and enforceable. Each License of Grantor identified in Schedule II is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Grantor's knowledge, is valid and enforceable. Grantor has notified the Lender in writing of all uses of any item of Trademark Collateral of which Grantor is aware which could reasonably be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Trademark Collateral.

(d) Grantor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or encumbrance of any of the Trademark Collateral that has not been terminated or released, except as will be terminated or released in connection with the Closing. Grantor has not granted any license (other than those

listed on Schedule II hereto), release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral.

(e) No consent of any other Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other third party in the United States or any foreign jurisdiction is required either (A) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor, (B) for the perfection or maintenance of the pledge and security interest created hereby (including the first priority nature of such pledge or security interest), except for the filing of financing and continuation statements under the Code and filings with the United States Patent and Trademark Office and any other applicable recording offices in any foreign jurisdictions, which financing statements and filings have been duly filed, or (C) for the exercise by the Lender of its rights provided for in this Agreement or the remedies in respect of the Trademark Collateral pursuant to this Agreement.

(f) Except for the licenses set forth on Schedule II hereto, Grantor has no knowledge of the existence of any right or any claim that is likely to be made under any item of Trademark Collateral contained on Schedule I.

(g) No claim has been made and is continuing or threatened that the use by Grantor of any item of Trademark Collateral is invalid or unenforceable or that the use by Grantor of any Trademark Collateral does or may violate the rights of any Person, except claims, uses and infringements that will not result in a Material Adverse Change. To the best of Grantor's knowledge, there is currently no infringement or unauthorized use of any item of Trademark Collateral contained on Schedule I.

(h) Grantor uses consistent standards of quality in all material respects in the manufacture, distribution and sale of all products sold and provision of all services provided under or in connection with any item of Trademark Collateral contained on Schedule I and has taken all commercially reasonable steps necessary to ensure that all licensed users of any item of Trademark Collateral contained on Schedule I use such consistent standards of quality.

(i) Grantor has no knowledge of the existence of any trademark or license agreement held or claimed by any other Person that would preclude Grantor from distributing, marketing, selling or providing any product or service currently distributed, marketed, sold or provided by it under or in connection with any part of the Trademark Collateral (except, in each case, to the extent that Grantor has granted an exclusive license to another Person),

or that would materially interfere with the ability of Grantor to carry on its business as currently carried on, and Grantor has no knowledge of any claim that is likely to be made that if upheld would preclude or materially interfere with the business of Grantor as currently carried on under any of the Trademark Collateral.

SECTION 5. Further Assurances.

(a) Grantor agrees that from time to time, at the expense of Grantor, Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or proper, or that the Lender may reasonably request, in order to perfect and protect any pledge, assignment or security interest granted or purported to be granted hereby or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, Grantor authorizes the Lender to, or will, execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or proper, or as the Lender may reasonably request, in order to perfect and preserve the pledge, assignment and security interest granted or purported to be granted hereby.

(b) Grantor hereby authorizes the Lender to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Trademark Collateral without the signature of Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Grantor will furnish to the Lender from time to time (but not more frequently than once in any quarter, unless an Event of Default shall have occurred and be continuing) statements and schedules further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as the Lender may reasonably request, all in reasonable detail (provided that Grantor's obligations under this Section 5(c) shall not be greater in scope than its obligations relating to Trademark Collateral under the Loan Agreement).

(d) Grantor agrees that, should it obtain an ownership interest in any trademark, service mark, domain name, trade name, trade dress, other indicia of trade origin, trademark or service mark registration, domain name registration or application for trademark or service mark registration, or license, which is not now a part of the Trademark Collateral, (i) the provisions of Section 1 shall automatically apply thereto, (ii) any such trademark, service mark, domain name, trade name, trade dress, indicia of

trade origin, trademark or service mark registration, domain name registration or application for trademark or service mark registration, together with the goodwill of the business connected with the use of same and symbolized by same, or license, shall automatically become part of the Trademark Collateral, and (iii) with respect to any ownership interest in any trademark or service mark registration, domain name registration or application for trademark or service mark registration that Grantor should obtain, it shall give prompt written notice thereof to the Lender in accordance with Section 13 hereof. Grantor authorizes the Lender to modify this Agreement by amending Schedules I and II (and will cooperate reasonably with the Lender in effecting any such amendment) to include any trademark or service mark registration, domain name registration or application for trademark or service mark registration, or license, which becomes part of the Trademark Collateral under this Section.

(e) With respect to each trademark or service mark registration, domain name registration, application for trademark or service mark registration, and License, Grantor agrees, subject to the last sentence of this subsection, to take all necessary steps, including, without limitation, in the United States Patent and Trademark Office, in any other applicable recording office or in any court, to (i) maintain each such trademark or service mark registration, domain name registration, application for trademark or service mark registration, and License, and (ii) pursue each such application for trademark or service mark registration, now or hereafter included in the Trademark Collateral, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, and the participation in opposition, cancellation and infringement and misappropriation proceedings in the event nonparticipation therein would cause a Material Adverse Change. Grantor agrees to take corresponding steps with respect to each new or acquired trademark or service mark registration, domain name registration, application for trademark or service mark registration, or License to which it is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Grantor. Grantor shall not discontinue use of or otherwise abandon any trademark, service mark or domain name, or abandon any right to file an application for registration thereof, or abandon any pending application for registration or registration of any trademark or service mark, without the written consent of the Lender, unless Grantor shall have previously determined that such use or the pursuit or maintenance of such application or registration is no longer desirable in the conduct of Grantor's business and that the loss thereof will not result in a Material Adverse Change, in which case, Grantor will give prompt notice of any such abandonment to the Lender pursuant to the terms of Section 13 hereof.

(f) Grantor agrees to notify the Lender promptly and in writing if it learns (i) that any item of the Trademark Collateral contained on Schedule I may be determined to have become abandoned or has been cancelled or (ii) of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office, any other applicable recording office or any court) regarding any item of the Trademark Collateral.

(g) In the event that Grantor becomes aware that any item of the Trademark Collateral material to Grantor's business is infringed or misappropriated by a third party, Grantor shall promptly notify the Lender and shall take such actions as Grantor reasonably deems appropriate under the circumstances to protect such Trademark Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense incurred in connection with such activities shall be borne by Grantor.

(h) Grantor shall, to the extent it deems reasonable in its best business judgment, use proper statutory notice in connection with its use of each of its registered trademarks and service marks contained in Schedule I, and use the notice designation "TM", or "SM", as the case may be, in connection with its use of its adopted trademarks and service marks that are not registered.

(i) Grantor shall take all reasonably appropriate steps under the circumstances to preserve and protect its Trademark Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with the Trademark Collateral, consistent with the quality and services as of the date hereof, and taking all commercially reasonable steps necessary to ensure that all licensees of any of said Trademark Collateral employ such quality standards in their manufacture, distributions, provisions, and marketing of products or services under the Trademark Collateral.

SECTION 6. Transfers and Other Liens. Grantor shall not (a) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any item of the Trademark Collateral, except in accordance with Section 7.4 of the Loan Agreement, or (b) create or suffer to exist any Lien upon or with respect to any of the Trademark Collateral except for the pledge, assignment, and security interest created by this Agreement or Permitted Liens.

SECTION 7. Lender Appointed Attorney-in-Fact. Grantor hereby irrevocably appoints the Lender Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise, from time to time in the Lender's discretion, after the occurrence and during the continuance of any Event of Default, to take any action and to execute any instrument that the

Lender may deem necessary or proper to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral,

(b) to receive, indorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above, and

(c) to file any claims or take any action or institute any proceedings that the Lender may deem necessary or desirable for the collection of any payments relating to any of the Trademark Collateral or otherwise to enforce the rights of the Lender with respect to any of the Trademark Collateral.

To the extent permitted by law, Grantor hereby ratifies all that the Lender shall lawfully do or cause to be done as attorney-in-fact for Grantor. This power of attorney is a power coupled with an interest and is irrevocable.

SECTION 8. The Lender May Perform. If Grantor fails to perform any agreement contained herein, after the expiration of any applicable grace period, the Lender may itself perform, or cause performance of, such agreement after reasonable notice to Grantor to the extent practicable, and the expenses of the Lender incurred in connection therewith shall be payable by Grantor.

SECTION 9. The Lender's Duties. The powers conferred on the Lender hereunder are solely to protect its interest in the Trademark Collateral and shall not impose any duty upon the Lender to exercise any such powers. Except for the safe custody of any Trademark Collateral in its possession and the accounting for any moneys actually received by it hereunder, the Lender shall have no duty as to any Trademark Collateral or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Trademark Collateral. The Lender shall be deemed to have exercised reasonable care in the custody and preservation of any Trademark Collateral in its possession if such Trademark Collateral is accorded treatment substantially equal to that which the Lender accords its own property.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Lender may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to it (including under any other Loan Documents or under applicable law) and to the fullest extent permitted by law, all the rights and remedies of a secured party upon default under the Code or other applicable law and also may (i) require Grantor to, and Grantor hereby agrees that it

will, at its expense and upon request of the Lender forthwith, assemble all or part of the documents and things embodying the Trademark Collateral as directed by the Lender and make them available to the Lender at a place to be designated by the Lender that is reasonably convenient to both parties, (ii) occupy any premises owned or leased by Grantor where documents and things embodying the Trademark Collateral or any part thereof are assembled for a reasonable period in order to effectuate the Lender's rights and remedies hereunder or under law, without obligation to Grantor in respect of such occupation, and (iii) without notice except as specified below, sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of the Lender's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Lender may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and Grantor shall supply to the Lender or its designee Grantor's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, and Grantor's customer lists and other records and documents relating to such Trademark Collateral and to the manufacture, distribution, advertising and sale of such products and services. The Lender agrees to give at least ten days' notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made, which Grantor agrees shall constitute reasonable notification. The Lender shall not be obligated to make any sale of Trademark Collateral regardless of notice of sale having been given. The Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Lender in respect of any sale of, collection from, or other realization upon all or any part of, the Trademark Collateral shall be applied against the Secured Obligations in the order set forth in Section 2.3(b) of the Loan Agreement.

(c) The Lender may exercise any and all rights and remedies of Grantor under or otherwise in respect of the Trademark Collateral.

(d) All payments received by Grantor under or in connection with any of the Trademark Collateral shall be received in trust for the benefit of the Lender, shall be segregated from other funds of Grantor and shall be forthwith paid over to the Lender in the same form as so received (with any necessary endorsement).

SECTION 11. Intentionally Omitted.

SECTION 12. Amendments, Waivers, Etc. No amendment or waiver of any provision of this Agreement, and no consent to any departure by Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Lender and, in the case of an amendment, by Grantor and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Lender to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

SECTION 13. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing, and shall be given and shall be effective as set forth Section 12 of the Loan Agreement.

SECTION 14. Reinstatement. If the incurrence or payment of the Obligations by Grantor or the transfer to Lender of any property should for any reason subsequently be declared to be void or voidable under any state or federal law relating to creditors' rights, including provisions of the Bankruptcy Code relating to fraudulent conveyances, preferences, or other voidable or recoverable payments of money or transfers of property (collectively, a "Voidable Transfer"), and if Lender is required to repay or restore, in whole or in part, any such Voidable Transfer, or elects to do so upon the reasonable advice of its counsel, then, as to any such Voidable Transfer, or the amount thereof that Lender is required or elects to repay or restore, and as to all reasonable costs, expenses, and attorneys fees of Lender related thereto, the liability of Grantor automatically shall be revived, reinstated, and restored and shall exist as though such Voidable Transfer had never been made.


SECTION 15. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Grantor may not assign this Agreement or any rights or duties hereunder without Lender's prior written consent and any prohibited assignment shall be absolutely void *ab initio*.

SECTION 16. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered under seal as of the date first above written.

ROCKET SOFTWARE, INC. ,
a Delaware corporation

By: 
Name: John Magnusson
Title: CEO

GRANTOR:

Agreed and consented to as of
the date first above written:

WELLS FARGO FOOTHILL , INC.,
a California corporation

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered under seal as of the date first above written.

ROCKET SOFTWARE, INC. ,
a Delaware corporation

By: _____
Name:
Title:

GRANTOR:

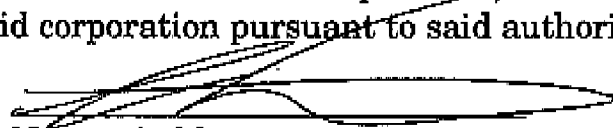
Agreed and consented to as of
the date first above written:

WELLS FARGO FOOTHILL , INC.,
a California corporation

By: _____
Name: STEPHEN CARLL
Title: v.p.

STATE OF Massachusetts)
) ss.:
COUNTY OF Suffolk)

On the 29th day of July, 2004, before me personally came Tobias Magnusson Gustaf to me known, who, being by me duly sworn, did depose and say s/he resides Seabrook, NH 03874 and that s/he is the Chief financial officer of ROCKET SOFTWARE, INC., the corporation described in and which executed the above instrument; that s/he has been authorized to execute said instrument on behalf of said corporation; and that s/he signed said instrument on behalf of said corporation pursuant to said authority.


Notary Public

[Notarial Seal]

Chad J. Porter
Notary Public
My Commission Expires
March 26, 2010

Trademark Security Agreement
Schedule I

REGISTERED TRADEMARKS:

<i>MARK:</i>	<i>REG. NO.</i>	<i>GOODS/SERVICES</i>
ACTIVEHELP	2,641,037	Computer software for use in the instruction, education and demonstration of software products and Internet content and for use in teaching operating procedures in relation thereto. Class 9.
CATALANT	2,343,449	Computer programs and instruction manuals sold as a unit for applications development for the telecommunications industry. Class 9.
CODENINE	2,471,666	Computer programs for use in organizing, analyzing, managing and upgrading computer applications. Class 9.
INCOMECONNECT	2,475,900	Mediation software for convergent billing for the telecommunications industry. Class 9.
INEXCHANGE	2,072,767	Operational support and network management applications computer software for use by communications operating companies in the delivery of voice, video, data and multi-media services. Class 9.
INSERVICE	2,072,706	Operational support and network management applications computer software for use by communications operating companies in the delivery of voice, video, data and multi-media services. Class 9.
INVIEW	2,072,707	Operational support and network management applications computer software for use by communications operating companies in the delivery of voice, video, data and multi-media services.
NETCURE	2,629,298	Computer programs for use in network event and fault management applications and for performing automated root-cause analysis and action recovery of network problems. Class 9.
PERITUS	1,968,718	Computer software in the field of computer software development and maintenance, and instructional manuals sold as a unit. Class 9. Updating of computer software and computer software design for others and computer consultation services. Class 42.
POWERPROFILER	2,548,520	Computer software that allows the user's computer system to interface with its firmware to monitor the battery power and provide the user with information as to how much power is available; that provides suspend/resume functions so the system may be put into a lower power state to save battery power; and that contains various options that allow the user to

		customize his/her use of power. Class 9.
POWERPROFILER/SE	2,537,404	Computer software that allows the user's computer system to interface with its firmware to monitor the battery power and provide the user with information as to how much power is available, and that provides suspend/resume functions so the system may be put into a lower power state to save battery power. Class 9.
ROCKET	1,690,753	Computer programs prerecorded on tapes, disks, diskettes, cartridges, cassettes and other machine-readable media and instructional manuals sold as a unit for use in data base administration. Class 9.
ROCKET & design	2,059,264	Computer software for use by business end users, software developers and database administrators for database management and administration. Class 9.
ROCKET.EQUERY	2,769,300	Computer software for use in business management, namely, a query and reporting software tool for use in accessing business enterprise databases via the Internet and for managing the accessed data on graphical interface platforms. Class 9.
ROCKET SHUTTLE	2,062,841	Computer software for use by business and users, software developers and database administrators, which allows the user to access data from various databases and to use and manage that data on graphical user interface platforms. Class 9.
SOLUTIONCORE	2,250,140	Computer programs and instruction manuals sold as a unit for applications development for the telecommunications industry. Class 9.
SOLUTIONSUITES	2,269,479	Computer programs and instruction manuals sold as a unit for applications development for the telecommunications industry. Class 9.
STOROS	2,778,209	Computer operating system software for use in the field of electronic, optical, and magnetic data storage.
SYSTEMSOFT	1,645,033	Computer programs, namely, operating system level programs. Class 9 and class 42
SYSTEMWIZARD	2,161,187	Personal computer-based computer software provided to original equipment manufacturers that detects, diagnoses, and corrects personal computer usage and configuration problems at the user's personal computer. [confirm 8 & 15 filed]
TCSI	1,969,584	Designing computer programs for others; computer programming for others. Class 42.
WORLDWIN	2,072,708	Operational support and network management applications computer software for use by communications operating companies in the delivery of voice, video, data and multi-media services. Class 9.

Trademark Applications:

MARK:	SER. NO.	GOODS/SERVICES
ACTIVEGUIDE	78/348,154	A Computer software program that crates and deploys automated interactive real-time support for live applications and web sites. Class 9.
ACTIVETUTOR	78/348,150	A Computer software program that creates and deploys real-time automated interactive e-learning for training directly within live applications and web sites. Class 9.
INVIEW		
KBML	78/430,999	An extensible and configurable computer programming language for use in an OpenKBM (Knowledge Based Management) software framework. Class 9.
OPENKBM	78/430,982	A computer software framework for developing software products that manage complex systems. Class 9. Copies of migratory merger documents to be filed with PTO for purposes of assignment
ROCKET SOFTWARE	78/024,988	Computer software prerecorded on cd's, data storage tapes, disks, diskettes, cartridges, cassettes and other computer software related machine-readable media used to store computer software, and instructional manuals about the product, sold together as a unit, allowing users to access data from various databases and to use, manage and reformat that data on graphical user interface platforms and non graphical user interface platforms. Class 9
SECURITYSHADES	78/439,038	Computer software for the purpose of personal security, namely the securing of computer programs by means of screen manipulation and obfuscation. Class 9
SECURITYVAULT	78/430,964	Computer software for use in the safeguarding of digital files, including audio, video, text, binary, still images, graphics and multimedia files; computer software for the use in the encryption and decryption of digital files, including audio, video, text, binary, still images, graphics and multimedia files. Class 9.

REGISTERED DOMAIN NAMES:

ACTIVEHELP.US
ACTIVELEARN.COM
APPCURE.COM
ARDUG.ORG
CAMLEOPARD.COM
COMMERCEROCKET.COM
COMMERCEROCKET.NET
DB2PARUG.COM
DB2PARUG.NET
DB2PARUG.ORG
DB2TRIDEX.COM
DB2TRIDEX.NET
DB2TRIDEX.ORG
DB2TURKISH.ORG
DB2XTEXAS.COM
DB2XTEXAS.NET
DB2XTEXAS.ORG
ECOMMERCEROCKET.COM
ECOMMERCEROCKET.NET
GUIDSTER.COM
PCCARDACCESS.COM
PERTIUS.COM
RKT.CC
ROCKETACTIVEHELP.COM
ROCKETCOMMERCE.ORG
ROCKETCORP.COM
ROCKETCORP.NET
ROKETECCENTER.COM
ROKETECCENTER.NET
ROKETECCOMMERCE.COM
ROKETECCOMMERCE.NET
ROCKETETOOLS.COM
ROCKETETOOLS.NET
ROCKETETOOLS.ORG
ROCKETFORMS.NET
ROCKETJAVA.COM
ROCKETJAVA.NET
ROCKETTOOLS.COM
ROCKETTOOLS.NET
ROCKETTOOLS.ORG
ROCKETPORTAL.COM
ROCKETPORTAL.NET
ROCKETPROBE.COM
ROCKETPROBE.NET
ROCKETQUERY.COM
ROCKETQUERY.NET

ROCKETTRACK.COM
ROCKETTRACK.NET
ROCKETRESPONSE.COM
ROCKETRESPONSE.NET
ROCKETSERVICE.COM
ROCKETSERVICE.NET
ROCKETSHUTTLE.COM
ROCKETSHUTTLE.NET
ROCKETSOFT.COM
ROCKETSOFT.US
ROCKETSOFTWARE.CN
ROCKET-SOFTWARE.COM
ROCKETSOFTWARE.COM
ROCKETSOFTWARE.JP
ROCKETSOFTWARE.NET
ROCKETSOFTWARE.US
ROCKETTRACK.COM
ROCKETXML.COM
ROCKETXML.NET
SBCTELAROCKET.COM
STLDUG.ORG
SYSTEMSOFT.COM
SYSTEMSOFT.US
SYSTEMWIZARD.COM
SYSTEMWIZARD.NET
SYSTEMWIZARD.ORG
UNYODBUG.COM
UNYODBUG.NET
UNYODBUG.ORG
VISIONARY.US
whataretheydoing.com
XMLROCKET.COM
XMLROCKET.NET
XQUERY.COM
ZROCKET.COM
ZROCKET.NET
ROCKETRESPONSE.COM
ROCKETRESPONSE.NET
ROCKETSERVICE.COM
ROCKETSERVICE.NET
ROCKETSHUTTLE.COM
ROCKETSHUTTLE.NET
ROCKETSOFT.COM
ROCKETSOFT.US
ROCKET-SOFTWARE.COM
ROCKETSOFTWARE.COM
ROCKETSOFTWARE.NET
ROCKETSOFTWARE.US

ROCKETTOOLS.NET
ROCKETTOOLS.COM
ROCKETTOOLS.ORG
ROCKETETOOLS.ORG
ROCKETETOOLS.NET
ROCKETETOOLS.COM
ROCKETXML.COM
ROCKETXML.NET
STLDUG.ORG
SYSTEMSOFT.COM
SYSTEMSOFT.US
SYSTEMWIZARD.COM
SYSTEMWIZARD.NET
SYSTEMWIZARD.ORG
UNYODBUG.COM
UNYODBUG.NET
UNYODBUG.ORG
XMLROCKET.COM
XMLROCKET.NET
XQUERY.COM
ZROCKET.COM
ZROCKET.NET
VISIONARY.US

Trademark Security Agreement
Schedule II

As of July 1, 2004, the Grantor is in the process of negotiating a license agreement with Rocket Communication, Inc., pursuant to which the Grantor would license cost-free to RocketCom the right to use the trademark "Rocket" for specific uses in consideration of RocketCom's abandonment of a service mark application for "Rocket".