TRADEMARK ASSIGNMENT

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mainstar Software, Inc.		05/18/2007	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc.
Street Address:	One Boston Place
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	2917402	ACTIVEGUIDE
Registration Number:	2641037	ACTIVEHELP
Registration Number:	2916486	ACTIVETUTOR
Registration Number:	2343449	CATALANT
Registration Number:	2471666	CODENINE
Registration Number:	2475900	INCOMECONNECT
Registration Number:	2072767	INEXCHANGE
Registration Number:	2072706	INSERVICE
Registration Number:	2072707	INVIEW
Registration Number:	2629298	NETCURE
Registration Number:	1968718	PERITUS
Registration Number:	2548520	POWERPROFILER
Registration Number:	2537404	POWERPROFILER/SE
Registration Number:	1690753	ROCKET

Registration Number:	2059264	ROCKET
Registration Number:	2769300	ROCKET.EQUERY
Registration Number:	3087787	ROCKET.SECURITYSHADES
Registration Number:	2062841	ROCKET SHUTTLE
Registration Number:	2250140	SOLUTIONCORE
Registration Number:	2778209	STOROS
Registration Number:	1645033	SYSTEMSOFT
Registration Number:	2161187	SYSTEMWIZARD
Registration Number:	1969584	TCSI THE CORPORATE SOFTWARE INTEGRATOR
Registration Number:	2072708	WORLDWIN
Registration Number:	2668587	SERVERGRAPH/TSM
Serial Number:	78623493	ROCKET
Serial Number:	78623465	ROCKET
Serial Number:	78024988	ROCKETSOFT
Serial Number:	78317155	SERVERGRAPH
Registration Number:	2203150	MAINSTAR

CORRESPONDENCE DATA

Fax Number: (617)526-9899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: jcrystal-lowry@proskauer.com
Correspondent Name: Jamie Crystal-Lowry
Address Line 1: One International Place
Address Line 2: 22nd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	76751-009

NAME OF SUBMITTER:	Jamie Crystal-Lowry

Signature:	/Jamie Crystal-Lowry/

Date:	06/08/2007

Total Attachments: 13
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 18th day of May, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of April 26, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Rocket Software, Inc., a Delaware corporation; as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated as of April 26, 2007, as amended by that certain Security Agreement Supplement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

      (a)   all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

      (b)   all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

      (c)   all reissues, continuations or extensions of the foregoing;

      (d)   all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e)   all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3.   SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4.   SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark 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.

5.   AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6.   COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.
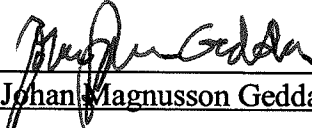
7.   CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements,

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substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

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

MAINSTAR SOFTWARE, INC.,
  as Grantor

By: _____

Name: Johan Magnusson Gedda

Title: Director _____

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
  as Agent

By: _____

Name: _____

Title: _____

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

MAINSTAR SOFTWARE, INC.,
as Grantor

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
as Agent

By: *Peter Schuebler*

Name: *Peter Schuebler*

Title: *Vice President*

TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE

Trademarks

Rocket Software, Inc. – US Registered Trademarks:

MARK:	REG. NO.	GOODS/SERVICES
ACTIVEGUIDE	2,917,402	Computer software program that creates and deploys automated interactive real-time support for live applications and web sites. Class 9.
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.
ACTIVETUTOR	2,916,486	Computer software program that creates and deploys real-time automated interactive e-learning for training directly within live applications and web sites. 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 orga Class 9nizing, 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. Class 9.
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

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		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. SECURITYSHADES	3,087,787	Computer software for the purposes of personal security, namely the securing of computer programs by means of screen manipulation and obfuscation. 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.
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.
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.

Applied System Design, Inc. –US Trademark Registrations:

MARK:	REG. NO.	GOODS/SERVICES
SERVERGRAPH/ TSM	2,668,587	Computer Software for monitoring and managing computer storage and back up functions. Class 9.

Rocket Software, Inc. – Active US Trademark Applications:

MARK:	SER. NO.	GOODS/SERVICES
ROCKET	78/623493	Computer programs for use in database management, administration, performance, recovery and migration; storage management and optimization, namely monitoring of storage resources across the enterprise and management and automation for backup and recovery; computer programs for IT infrastructure and computer network management and performance; service assurance applications, namely computer programs for management of enterprises and service providers; security and directory products for computers and the mainframe; computer programs for use in identity management; computer programs for use in the telecommunications industry, namely, operational support system applications that manage and interpret wireless data and wire line and mobile networks; computer programs used for connecting to the global computer network to measure performance data; computer programs for use in IT infrastructure and computer network security; computer programs used for system-level computer network software connectivity, and problem-resolution technologies for computer networks and IT infrastructure; computer programs used for interactive guidance and training solutions for real-time self-service performance support; computer programs for use in the development of applications, namely, the development, deployment, configuration, management, and reporting of business data and enterprise operations; computer programs used for visual applications, namely graphically displaying IT

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		infrastructure and computer network behavior; automated scorecards, namely computer programs for use in managing and measuring strategic operational performance. IC 016. Computer program manuals in the field of database management, administration, performance, recovery and migration; storage management and optimization; network management and performance; service assurance; security and directory; and identity management; Computer program manuals for programs in the telecommunications industry, namely, operational support system applications; wire line and mobile networks; accessing the global computer network; ATM and frame relay networks; and submarine ground, and satellite communications; Computer program manuals for programs associated with computer security, asset protection and account management; time synchronization and management; system-level software connectivity, and problem-resolution technologies; interactive guidance, training and performance support solutions; Computer program manuals for programs used in the development of applications, namely, the development, deployment, configuration and management of business intelligence solutions; visual applications and executive dashboards; reporting solutions; automated scorecards; data management solutions; administrative consoles and platform configuration tools. IC 038. Telecommunications services, namely, applications that manage and interpret wireless data and wire line and mobile networks; computer programs used for connecting to the global computer network to measure performance data, providing access to the global computer network. IC 041. Computer education training services. IC 042. Providing technical support services, namely, troubleshooting of computer software problems and monitoring of IT infrastructure and computer network systems; computer software design for others; computer programming for others; graphical user interface design; and maintenance of computer software.
ROCKET & Design	78/623465	Computer programs for use in database management, administration, performance, recovery and migration; storage management and optimization, namely monitoring of storage resources across the enterprise and management and automation for backup and recovery; computer programs for IT infrastructure and computer network management and performance; service assurance applications, namely computer programs for management of enterprises and service providers; security and directory products for computers and the mainframe;

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TRADEMARK
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		computer programs for use in identity management; computer programs for use in the telecommunications industry, namely, operational support system applications that manage and interpret wireless data and wire line and mobile networks; computer programs used for connecting to the global computer network to measure performance data; computer programs for use in IT infrastructure and computer network security; computer programs used for system-level computer network software connectivity, and problem-resolution technologies for computer networks and IT infrastructure; computer programs used for interactive guidance and training solutions for real-time self-service performance support; computer programs for use in the development of applications, namely, the development, deployment, configuration, management, and reporting of business data and enterprise operations; computer programs used for visual applications, namely graphically displaying IT infrastructure and computer network behavior; automated scorecards, namely computer programs for use in managing and measuring strategic operational performance. IC 016. Computer program manuals in the field of database management, administration, performance, recovery and migration; storage management and optimization; network management and performance; service assurance; security and directory; and identity management; Computer program manuals for programs in the telecommunications industry, namely, operational support system applications; wire line and mobile networks; accessing the global computer network; ATM and frame relay networks; and submarine ground, and satellite communications; Computer program manuals for programs associated with computer security, asset protection and account management; time synchronization and management; system-level software connectivity, and problem-resolution technologies; interactive guidance, training and performance support solutions; Computer program manuals for programs used in the development of applications, namely, the development, deployment, configuration and management of business intelligence solutions; visual applications and executive dashboards; reporting solutions; automated scorecards; data management solutions; administrative consoles and platform configuration tools. IC 038. Telecommunications services, namely, applications that manage and interpret wireless data and wire line and mobile networks; computer programs used for connecting to the global computer network to measure performance data, providing access to the global computer network.

		IC 041. Computer education training services. IC 042. Providing technical support services, namely, troubleshooting of computer software problems and monitoring of IT infrastructure and computer network systems; computer software design for others; computer programming for others; graphical user interface design; and maintenance of computer software.
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

Applied System Design, Inc. – Active US Trademark Applications:

MARK:	SER. NO.	GOODS/SERVICES
SERVERGRAPH	78/317155	Computer Software for use in monitoring and managing computer software storage, backup and server functions.Class 9.

Rocket Software, Inc. – Foreign Trademark Registrations:

MARK:	Reg. No.	Country:
GENTIA	2056811	UK
GENTIA PERFORMANCE IMPACT	1818681	UK

ASTRAC Limited - Foreign Trademark Registrations:

MARK:	Reg. No.	Country:
ASTRAC	2256688	UK. Class 9, 42.
VISUAL QUERY	1561491	UK. Class 9.

See also trade names listed on *Schedule S-1*.

Trademark Licenses

The Borrower has entered into two license agreements for marks that are similar to "Rocket."

- Rocket Communications, Inc. had filed an application with the USPTO for the mark "Rocket" for use in its GUI services. In 2005, the Borrower negotiated an abandonment of the application by RocketCom for the servicemark Rocket in exchange for a cost-free license to use "Rocket" within specific parameters and guidelines as established by the contract.
- A similar license/abandonment was agreed to with Monte Vista, Inc. for the use of DevRocket in 2006.

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SCHEDULE I
to
Trademark Security Agreement

Mainstar Software Corporation – US Registered Trademarks:

MARK:	REG. NO.	GOODS/SERVICES
MAINSTAR	2,203,150	Computer software for disaster backup and recovery for mainframe and distributed systems. Class 9.

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