

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402013

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rocket Software, Inc.		10/13/2016	Corporation: DELAWARE
Computer Corporation of Amercia		10/13/2016	Corporation: MASSACHUSETTS
Rocket Software Systems, Inc.		10/13/2016	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, as collateral agent under Second Lien Credit Agreement		
Street Address:	Eleven Madison Avenue		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Registration Number:	2201986	MVBASE	
Registration Number:	1366387	PICK	
Registration Number:	2738273	ARKIVIO	
Registration Number:	2753960		
Registration Number:	2799334	LEGASUITE	
Registration Number:	2929024	CORSTRATEGY	
Registration Number:	3013223	SEAGULL SOFTWARE	
Registration Number:	3016545	BLUEZONE	
Registration Number:	2539222	CORVU	
Registration Number:	2629298	NETCURE	
Registration Number:	2645483	SEAGULL	
Registration Number:	2666924	CORBUSINESS	
Registration Number:	1690753	ROCKET	
Registration Number:	3265603	HYPERVU	
Registration Number:	3271565	ROCKET	
Registration Number:	3282428	ROCKET	
Registration Number:	2203150	MAINSTAR	
TRADEMARK			

CH \$1165.00 2201986

Property Type	Number	Word Mark
Registration Number:	2937856	SERVERGRAPH
Registration Number:	2062841	ROCKET SHUTTLE
Registration Number:	2125042	SEAGULL SOFTWARE
Registration Number:	1513473	ALDON
Registration Number:	1799217	CATALOG SOLUTION
Registration Number:	1711280	VSAM-ASSIST
Registration Number:	1700275	VSAM QUICK-INDEX
Registration Number:	2917589	ICLUSTER
Registration Number:	2736318	PASSPORT PC TO HOST
Registration Number:	2736317	PASSPORT WEB TO HOST
Registration Number:	2713328	PASSPORT
Registration Number:	2142452	AUTOWEB
Registration Number:	3461907	COPYCRYPT
Registration Number:	2916070	D3
Registration Number:	3317007	DR/XPERT
Registration Number:	2241260	FLASHCONNECT
Registration Number:	2319708	MV.ENTERPRISE
Registration Number:	1412148	UNIDATA
Registration Number:	3079082	VTAR
Registration Number:	3087787	ROCKET.SECURITYSHADES
Registration Number:	2161187	SYSTEMWIZARD
Registration Number:	1968718	PERITUS
Registration Number:	1645033	SYSTEMSOFT
Registration Number:	2202418	IMAGINE/CUA
Registration Number:	1356296	IMAGINE
Registration Number:	1352564	MODEL 204
Registration Number:	5030268	MODEL 204
Serial Number:	87151298	ROCKET
Serial Number:	87151303	

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, N.W., Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy LLP

Address Line 4: Washington, D.C. 20006

TRADEMARK

REEL: 005900 FRAME: 0104

NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	10/14/2016
Total Attachments: 9 source=19. Second Lien Trademark Security Agreement (Execution Version)#page1.tif source=19. Second Lien Trademark Security Agreement (Execution Version)#page2.tif source=19. Second Lien Trademark Security Agreement (Execution Version)#page3.tif source=19. Second Lien Trademark Security Agreement (Execution Version)#page4.tif source=19. Second Lien Trademark Security Agreement (Execution Version)#page5.tif source=19. Second Lien Trademark Security Agreement (Execution Version)#page6.tif source=19. Second Lien Trademark Security Agreement (Execution Version)#page7.tif source=19. Second Lien Trademark Security Agreement (Execution Version)#page8.tif source=19. Second Lien Trademark Security Agreement (Execution Version)#page9.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 14, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of CREDIT SUISSE AG, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Second Lien Guarantee and Collateral Agreement dated as of October 14, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

SECTION 2.1 Grant of Security. Each Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, designs and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed in Schedule A, (ii) the right to, and to obtain, all renewals thereof, (iii) the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) general intangibles of a like nature, (v) the right to sue or otherwise recover for past, present and future infringement, dilution or other

violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, and (vi) all other rights accruing thereunder or pertaining thereto throughout the world (collectively, "Trademarks"); and

(b) all agreements, licenses and covenants providing for the granting of any right in or to any Trademark, or otherwise providing for a covenant not to sue for infringement, dilution or other violation of any Trademark (collectively, "Trademark Agreements").

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. GUARANTEE AND COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. COUNTERPARTS

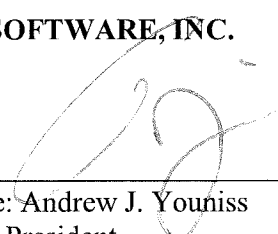
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be

deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

ROCKET SOFTWARE, INC.

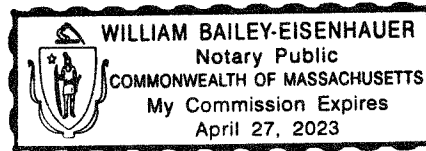
By: 
Name: Andrew J. Youniss
Title: President

STATE OF MASSACHUSETTS)
)
COUNTY OF MIDDLESEX) ss.

On this 13 day of OCTOBER, 2016 before me personally appeared ANDREW J. YOUNISS, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ROCKET SOFTWARE, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



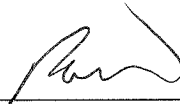
Notary Public



[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005900 FRAME: 0109

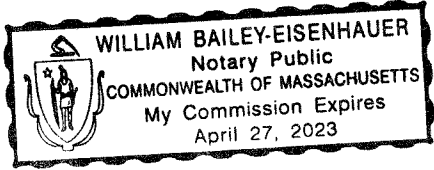
COMPUTER CORPORATION OF AMERICA

By: 
Name: Paul G. Gregory III
Title: President

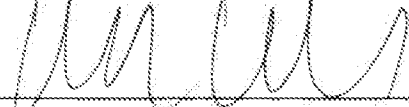
STATE OF MASSACHUSETTS)
)
COUNTY OF MIDDLESEX) ss.

On this 13 day of OCTOBER, 2016 before me personally appeared PAUL G. GREGORY III, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of COMPUTER CORPORATION OF AMERICA, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

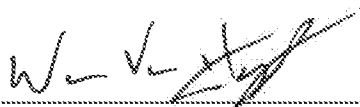

Notary Public



CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: 
Name: Robert Hetu

Title: Authorized Signatory

By: 
Name: Warren Van Heyst

Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

A. Rocket Software, Inc. – U.S. Trademarks

Mark	Jur.	Reg. #
MVBASE	USPTO	2,201,986
PICK	USPTO	1,366,387
Arkivio	USPTO	2,738,273
Arkivio & Design	USPTO	2,753,960
Legasuite	USPTO	2,799,334
Corstrategy	USPTO	2,929,024
Seagull Software	USPTO	3,013,223
Bluezone	USPTO	3,016,545
Corvu	USPTO	2,539,222
Netcure	USPTO	2,629,298
Seagull	USPTO	2,645,483
Corbusiness	USPTO	2,666,924
Rocket	USPTO	1,690,753
Hypervu	USPTO	3,265,603
Rocket & Design	USPTO	3,271,565
Rocket	USPTO	3,282,428
Mainstar	USPTO	2,203,150
Servergraph	USPTO	2,937,856
Rocket Shuttle	USPTO	2,062,841
Seagull Software	USPTO	2,125,042
Aldon	USPTO	1513473
Catalog Solution	USPTO	1799217
VSAM-Assist	USPTO	1711280
VSAM-Quick Index	USPTO	1700275
iCluster	USPTO	2917589
Passport PC to Host	USPTO	2736318
Passport Web to Host	USPTO	2736317
Passport	USPTO	2713328
Autoweb	USPTO	2142452
Copycrypt	USPTO	3461907
D3	USPTO	2916070
DR/XPERT	USPTO	3317007
Flashconnect	USPTO	2241260
MV.Enterpirse	USPTO	2319708

UniData	USPTO	1412148
VTAR	USPTO	3079082
ROCKET.SECURITYSHADES	USPTO	3087787
SYSTEMWIZARD	USPTO	2161187
PERITUS	USPTO	1968718
SYSTEMSOFT	USPTO	1645033

B. Computer Corporation of America – U.S. Trademarks

Mark	Jur.	Reg. #
IMAGINE/CUA	USPTO	2202418
Imagine	USPTO	1,356,296
Model 204	USPTO	1352564
Model 204	USPTO	5030268

C. Rocket Software, Inc. - US Trademark Applications:

Mark	Jur.	Serial. #
Rocket	USPTO	87151298
Rocket Graphic Logo (Bug)	USPTO	87151303
ROCKET (design)	USPTO	87151303
ROCKET	USPTO	87151298