

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):

SystemSoft Corporation

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

Citizenship (see guidelines) _____

Execution Date(s) August 3, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Rocket Software, Inc.

Internal Address: _____
Address: _____

Street Address: 275 Grove Street 1-300

City: Newton

State: MA

Country: USA Zip: 02466

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- 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)

B. Trademark Registration No.(s)
2161187

Additional sheet(s) attached? Yes No

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

SYSTEMWIZARD

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@hkllaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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: 4

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

CH \$40.00 502324 2161187

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made as of the 3 day of August, 2004, by SystemSoft Corporation, a Delaware corporation ("Assignor"), and Rocket Software, Inc., a Delaware corporation ("Assignee").

Recitals

- A. Assignor is the owner of the trademark registrations and/or applications listed on Schedule 1 attached hereto (collectively, the "Marks"); and
- B. Assignor has transferred certain assets to Assignee and in connection therewith agreed to sell, grant, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under the Marks.

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Agreement

1. Assignment. Assignor hereby sells, grants, assigns, transfers, conveys and delivers to Assignee its entire right, title and interest in, to and under the Marks as used in the United States and throughout the world together with the goodwill associated therewith, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for its own use and enjoyment and for the use and equipment of its successors, assigns, or other legal representatives.

2. Further Assistance. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and reasonable expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney, exhibits, specimens or other documentation as may be reasonably required):

(a) in the preparation, maintenance and prosecution of any applications or registrations or any applications for renewal of registrations covering the Marks in the United States and throughout the world;

(b) in the prosecution or defense of any oppositions, interferences, infringement suits, or other proceedings that may arise in connection with the Marks anywhere in the world, including, but not limited to, testifying as to any facts relating to the trademarks assigned herein and this Assignment;

(c) in obtaining any additional trademark, service mark or trade name protection for the Marks that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or throughout the world; and

(d) in perfecting the assignment of the Marks, and any applications or registrations covering the Marks, to Assignee under this Assignment.


3. Asset Purchase Agreement. This Assignment is delivered by Assignor to Assignee pursuant and subject to and in accordance with the terms and conditions of the Asset Purchase Agreement.

4. Consent of Assignee. Assignee hereby acknowledges and consents to the assignment by Assignor to Assignee of all of the right, title and interest in the Marks pursuant to this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year first above written.

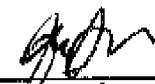
ASSIGNOR:

SYSTEMSOFT CORPORATION, a
Delaware corporation

By: 
Name: JOHN MAGNUSSON GEDDA
Title: PRESIDENT

ASSIGNEE:

ROCKET SOFTWARE, INC., a Delaware
corporation

By: 
Name: JOHN MAGNUSSON GEDDA
Title: CFO

Schedule 1

Trademarks

2,161,187

2170308_v1