

06-20-2005

S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office

RECORD
TRA



103023810

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

6-14-05

1. Name of conveying party(ies):

ROCKET SOFTWARE, INC.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) MAY 25, 2005

- Assignment
- Security Agreement
- Other 1st Amendment to TM Security Agrmnt
- Merger
- Change of Name

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 FLOOR

City: BOSTON

State: MA

Country: USA Zip: 02116

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

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)

78508853 78623465
78508851 78024980
78623493

B. Trademark Registration No.(s)

2917402
2916486

Additional sheet(s) attached? Yes No

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

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

Name: Mark Iskowitz

Internal Address: Holland & Knight LLP

Street Address: 2099 Pennsylvania Avenue

City: Washington

State: DC Zip: 20006

Phone Number: 202-419-2403

Fax Number: 202-955-5564

Email Address: mark.iskowitz@hklaw.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- 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 _____

Authorized User Name _____

00000031 78508853
40.00 OP
150.00 OP

9. Signature:

Mark Iskowitz
Signature

June 14, 2005
Date

Mark Iskowitz

Name of Person Signing

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

8

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

06/17/2005
01 FC: 4521
02 FC: 6322

TRADEMARK
REEL: 003182 FRAME: 0668

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of May 25, 2005, is made by **ROCKET SOFTWARE, INC.**, a Delaware corporation (the "Grantor"), in favor of **WELLS FARGO FOOTHILL, INC.**, a California corporation (the "Lender").

PRELIMINARY STATEMENTS

(1) Grantor and Lender are parties to a Loan and Security Agreement dated as of August 3, 2004, as amended and modified prior to the date hereof (the "Original Loan Agreement").

(2) In connection with an acquisition to be made by Rocket Software UK Limited, a company registered in England and Wales with company number 4247316 and a wholly-owned subsidiary of Grantor ("Rocket UK"), Lender is making a \$10,000,000 term loan to Rocket UK.

(3) A condition precedent to the making of such term loan is the amendment and restatement of the Original Loan Agreement by Grantor and Rocket UK and the execution and delivery of this Amendment by Grantor.

(4) Grantor and Lender are parties to a Copyright Security Agreement dated as of August 3, 2004 (as amended and modified prior to the date hereof, the "Trademark Security Agreement") pursuant to which Grantor, to secure the Secured Obligations, granted to Lender a security interest in, among other things, all trademarks owned by Grantor.

(5) Grantor and Lender wish to amend the Trademark Security Agreement pursuant to the terms set forth herein.

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, the parties hereto agree as follows:

1. Capitalized Terms. Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Trademark Security Agreement.

2. Amendment to the Trademark Security Agreement. The Trademark Security Agreement is amended such that "Loan Agreement", as defined in the Trademark Security Agreement, means the Amended and Restated Loan and Security Agreement dated the date hereof among Grantor, Rocket UK and Lender, as amended, modified, supplemented or restated from time to time (the "Amended and Restated Loan Agreement"). The Trademark Security Agreement is further amended by (a) adding to Schedule I thereto the additional trademarks listed on Exhibit 1 attached hereto, (b) inserting "for its benefit and the benefit of the Bank Product Providers" after "Lender" in Section 1 thereof the first time such term appears therein, (c) replacing "78/024,988" with "78/024,980" in Schedule I thereto under the "SER. NO." column of the "Trademark Applications" table, and (d) inserting "THE CORPORATE SOFTWARE INTEGRATOR" after "TCSI" in Schedule I thereto under the "MARK" column of the "REGISTERED TRADEMARKS" table.

trademarks listed on Exhibit 1 attached hereto (the "Additional Trademark Collateral"), (b) "Secured Obligations" means all "Obligations" under Amended and Restated Loan Agreement, (c) the liens granted under the Copyright Security Agreement shall continue in effect to secure the Secured Obligations, (d) to secure the Secured Obligations, Grantor hereby assigns and pledges to Lender for its benefit and the benefit of the Bank Product Providers, and hereby grants to Lender for its benefit and the benefit of the Bank Product Providers, a security interest in all of Grantor's right, title and interest in and to the Trademark Collateral, including the Additional Trademark Collateral and all goodwill associated therewith, and (e) pursuant to the Trademark Security Agreement, as amended hereby, and a related initial financing statement filed with the Secretary of State of Delaware, Lender for its benefit and the benefit of the Bank Product Providers has a perfected first priority enforceable security interest in the Trademark Collateral, including the Additional Trademark Collateral, which security interest secures the Secured Obligations.

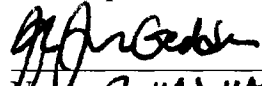
4. Representations and Warranties. By way of example, and not for the purpose of limiting in any way the effect of designating the Trademark Collateral, including the Additional Trademark Collateral, the Grantor hereby affirms that the Trademark Collateral, including the Additional Trademark Collateral, fully complies with each of the Grantor's representations and warranties set out in Section 4 of the Trademark Security Agreement. Grantor further represents and warrants that all representations and warranties made in the Trademark Security Agreement, as amended hereby, are true and accurate as of the Closing Date (as defined in the Amended and Restated Loan Agreement).

5. Counterparts. This Amendment may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one and the same agreement. This Amendment may be authenticated by manual signature, facsimile or, if approved in writing by Agent, electronic means, all of which shall be equally valid.

[Signature page follows]

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

ROCKET SOFTWARE, INC. ,
a Delaware corporation

By: 
Name: JOHAN MAGNUSSON GERDA
Title: EVP

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

WELLS FARGO FOOTHILL , INC.,
a California corporation

By: _____
Name:
Title:

5

L

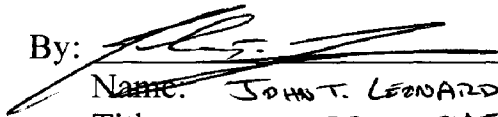
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered under seal as of the date first above written.

ROCKET SOFTWARE, INC. ,
a Delaware corporation

By: _____
Name:
Title:

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

WELLS FARGO FOOTHILL , INC.,
a California corporation

By:  _____
Name: JOHN T. LEONARD
Title: VICE PRESIDENT

STATE OF Massachusetts

COUNTY OF Worcester) ss.:
)

On the 24 day of May, 2005, before me personally came Johan Magnusson Gedda to me known, who, being by me duly sworn, did depose and say s/he resides at 275 Grove St, Nanta, MA 02466 and that s/he is the EVP 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.

Patricia M. [Signature]
Notary Public

Comm Expires May 8, 2009

[Notarial Seal]

⑥

First Amendment to Trademark Security Agreement
Exhibit 1

Trademark Registrations:

MARK:	REG. NO.	GOODS/SERVICES
ACTIVEGUIDE	2,917,402	A Computer software program that crates and deploys automated interactive real-time support for live applications and web sites. Class 9.
ACTIVETUTOR	2,916,486	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.

Trademark Registration Applications:

MARK:	APP. NO.	GOODS/SERVICES
DESKTOPPORTAL	78/508853	Computer software for the aggregation, presentation, tracking, archiving and management of disparate web-based content, in whole or in part, supplied via the Internet and/or Intranet. Class 9.
ROCKET CONVERGANCE	78/508851	Computer Software for integrated management of telecommunications networks, telecommunications services, enterprise networks and enterprise applications/ Class 38.
ROCKET	78/623493	Computer programs for use in database management, administration, performance, recovery and migration; storage management and optimization; network management and performance; service assurance applications; security and directory products; and identity management products; Computer programs for use 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 programs for use in 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 programs for use 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. Class 9.

ROCKET	78/623465	<p>Computer programs for use in database management, administration, performance, recovery and migration; storage management and optimization; network management and performance; service assurance applications; security and directory products; and identity management products; Computer programs for use 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 programs for use in 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 programs for use 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. Class 9.</p>
--------	-----------	--

Domain Names:

www.gentia.com
www.balancedscorecard.com
www.spimpact.com