

06-20-2005

6-14-05

RECORDED
TR



103023812

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):

APPLIED SYSTEM DESIGN, 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 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)
78317155

B. Trademark Registration No.(s)
2668587

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:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- 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 _____

0000-33 78317155
40.00 OP
25.00 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: 6

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:6521
02 FC:6522

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Amendment"), dated as of May 25, 2005, is made by **APPLIED SYSTEM DESIGN, INC.**, a Delaware corporation formerly known as Rocket Acquisition, Inc. (the "Grantor"), in favor of **WELLS FARGO FOOTHILL, INC.**, a California corporation (the "Lender").

PRELIMINARY STATEMENTS

(1) Grantor is the wholly-owned subsidiary of Rocket Software, Inc., a Delaware corporation ("Rocket Software").

(2) Lender and Rocket Software 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 Rocket Software ("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 Rocket Software and Rocket UK and the execution and delivery of this Amendment by Grantor.

(4) Grantor and Lender are parties to a Trademark Security Agreement dated as of April 29, 2005 (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, Grantor hereby agrees with the Lender as follows:

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

SECTION 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 Rocket Software, Rocket UK and Lender, as amended, modified, supplemented or restated from time to time (the "Amended and Restated Loan Agreement").

SECTION 3. Acknowledgment and Security Interest Grant. Grantor confirms, acknowledges and agrees that (a) "Secured Obligations" means all "Obligations" under the Amended and Restated Loan Agreement, (b) the liens granted under the Trademark Security Agreement shall continue in effect to secure the Secured Obligations, (c) 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, and (d) 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, which security interest secures the Secured Obligations.


SECTION 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, the Grantor hereby affirms that the 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).

SECTION 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.

APPLIED SYSTEM DESIGN, INC. ,
a Delaware corporation

By: 
Name: Jordan M. Johnson
Title: VP

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

WELLS FARGO FOOTHILL, INC.,
a California corporation

By: _____
Title:

First Amendment to ASD Trademark Security Agreement

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

APPLIED SYSTEM DESIGN, 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

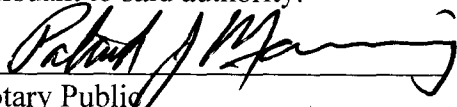
By: 
Title: *VICE PRESIDENT*

First Amendment to ASD Trademark Security Agreement

TRADEMARK
REEL: 003182 FRAME: 0680

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

On the 24 day of MAY, 2005, before me personally came Johann Magnuson Gidda to me known, who, being by me duly sworn, did depose and say s/he resides at 275 GROVE ST, Newton, MA 02466 and that s/he is the EVD of APPLIED SYSTEM DESIGN, 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
Expires May 8, 2009

[Notarial Seal]

First Amendment to ASD Trademark Security Agreement

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