

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------|----------|----------------|-------------------------------------|
| Rocket Software, Inc. | | 02/08/2012 | CORPORATION: DELAWARE |
| Rocket Software (US) LLC | | 02/05/2012 | LIMITED LIABILITY COMPANY: DELAWARE |
| Computer Corporation of America | | 02/08/2012 | CORPORATION: MASSACHUSETTS |
| Aldon Computer Group | | 02/08/2012 | CORPORATION: CALIFORNIA |
| Zephyr Development Corporation | | 02/08/2012 | CORPORATION: TEXAS |

RECEIVING PARTY DATA

| | |
|-----------------|--|
| Name: | Credit Suisse AG, as First Lien Administrative Agent |
| Street Address: | One Madison Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10010 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 24

| Property Type | Number | Word Mark |
|----------------------|---------|------------------|
| 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 |

TRADEMARK

| | | |
|----------------------|---------|------------------|
| Registration Number: | 1690753 | ROCKET |
| Registration Number: | 3265603 | HYPERVU |
| Registration Number: | 3271565 | ROCKET |
| Registration Number: | 3282428 | ROCKET |
| Registration Number: | 2203150 | MAINSTAR |
| Registration Number: | 2937856 | SERVERGRAPH |
| Registration Number: | 2062841 | ROCKET SHUTTLE |
| Registration Number: | 2125042 | SEAGULL SOFTWARE |
| Registration Number: | 1513473 | ALDON |
| Registration Number: | 1352564 | MODEL 204 |
| Registration Number: | 1799217 | CATALOG SOLUTION |
| Registration Number: | 1711280 | VSAM-ASSIST |
| Registration Number: | 1700275 | VSAM QUICK-INDEX |
| Registration Number: | 2917589 | ICLUSTER |

CORRESPONDENCE DATA

Fax Number: (212)822-5137
Phone: 2125305000
Email: wmcnamara@milbank.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: William J. McNamara
Address Line 1: Milbank, Tweed, Hadley & McCloy LLP
Address Line 2: 1 Chase Manhattan Plaza
Address Line 4: New York, NEW YORK 10005

| | |
|-------------------------|-----------------------|
| ATTORNEY DOCKET NUMBER: | 28302.51000 |
| NAME OF SUBMITTER: | William J. McNamara |
| Signature: | /William J. McNamara/ |
| Date: | 03/02/2012 |

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 8, 2012 (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 First Lien Guarantee and Collateral Agreement dated as of February 8, 2012 (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:

- (i) 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.

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).

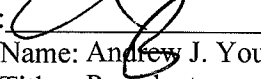
SECTION 5. COUNTERPARTS

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.

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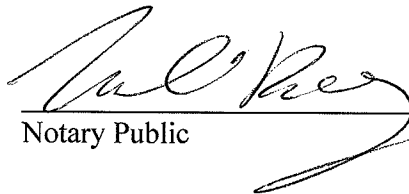
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

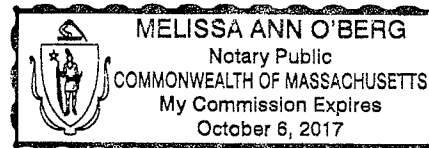
ROCKET SOFTWARE, INC.

By: 
Name: Andrew J. Youniss
Title: President

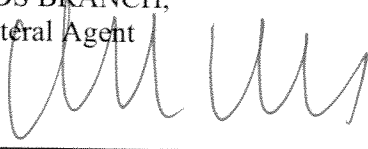
STATE OF Massachusetts)
COUNTY OF Middlesex) ss.

On this 7th day of February, 2012 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.

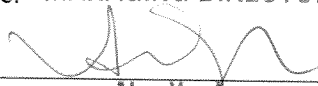

Notary Public



CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH,
as Collateral Agent

By: 

Name: ROBERT HETU
Title: MANAGING DIRECTOR

By: 

Name: Alex Verdone
Title: Associate

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

| Mark | Jurisdiction | Class(es) | Registration No. | Registration Date |
|------------------|--------------|------------|------------------|-------------------|
| Arkivio | USPTO | 09,42 | 2,738,273 | July 15, 2003 |
| Arkivio & Design | USPTO | 09,35 | 2,753,960 | August 19, 2003 |
| Legasuite | USPTO | 9 | 2,799,334 | December 23, 2003 |
| Corstrategy | USPTO | 9 | 2,929,024 | March 1, 2005 |
| Seagull Software | USPTO | 9,42 | 3,013,223 | November 8, 2005 |
| Bluezone | USPTO | 9 | 3,016,545 | November 22, 2005 |
| Corvu | USPTO | 9 | 2,539,222 | February 19, 2002 |
| Netcure | USPTO | 9 | 2,629,298 | October 1, 2002 |
| Seagull | USPTO | 9,42 | 2,645,483 | November 5, 2002 |
| Corbusiness | USPTO | 9 | 2,666,924 | December 24, 2002 |
| Rocket | USPTO | 9 | 1,690,753 | June 2, 1992 |
| Hypervu | USPTO | 9 | 3,265,603 | July 17, 2007 |
| Rocket & Design | USPTO | 9,16,41,42 | 3,271,565 | July 31, 2007 |
| Rocket | USPTO | 9,16,41,42 | 3,282,428 | August 21, 2007 |
| Mainstar | USPTO | 9 | 2,203,150 | November 10, 1998 |
| Servergraph | USPTO | 9 | 2,937,856 | April 5, 2005 |
| Rocket Shuttle | USPTO | 9 | 2,062,841 | May 20, 1997 |
| Seagull Software | USPTO | 35 | 2,125,042 | December 30, 1997 |
| Aldon | USPTO | | 1513473 | November 22, 1988 |
| Model 204 | USPTO | 9 | 1352564 | August 6, 1985 |
| Catalog Solution | USPTO | 9 | 1799217 | October 19, 1993 |
| VSAM-Assist | USPTO | 9 | 1711280 | September 1, 1992 |
| VSAM-Quick Index | USPTO | 9 | 1700275 | July 14, 1992 |
| iCluster | USPTO | 9 | 2917589 | January 11, 2005 |

First Lien Trademark Security Agreement

#4848-2751-4382

RECORDED: 03/02/2012

TRADEMARK
REEL: 004730 FRAME: 0200