

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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		02/08/2012	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 Second 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: 10

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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 Second 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.

[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 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

ROCKET SOFTWARE (US) LLC

By: 

Name: Andrew J. Youniss

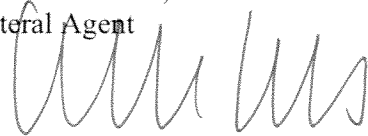
Title: President

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 (US) LLC 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

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: 0213