## 900243192 01/04/2013

## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PROGRESS SOFTWARE CORPORATION		10/19/2012	CORPORATION: MASSACHUSETTS

### RECEIVING PARTY DATA

Name:	ROCKET SOFTWARE, INC.
Street Address:	77 FOURTH AVENUE
City:	WALTHAM
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	CORPORATION: DELAWARE

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1828093	SHADOW

#### CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Email: LGUNTURI@RS.COM
Correspondent Name: LALITHA GUNTURI
Address Line 1: 77 FOURTH AVENUE

Address Line 4: WALTHAM, MASSACHUSETTS 02451

ATTORNEY DOCKET NUMBER:	SHADOW
NAME OF SUBMITTER:	Lalitha Gunturi
Signature:	/Lalitha Gunturi/
Date:	01/04/2013

Total Attachments: 2

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#### TRADEMARK ASSIGNMENT

WHEREAS, Progress Software Corporation, a Massachusetts corporation with an address at ("<u>Assignor</u>") is the owner of the trademark, and is the owner of record of U.S. Trademark Reg. 1,828,093, for "SHADOW" in Class 09 (the "<u>Trademark</u>"); and

WHEREAS, Rocket Software, Inc., a Delaware corporation with an address at 77 Fourth Avenue, Waltham, MA 02451 ("Assignee") is a party to a Master Asset Purchase Agreement dated as of October 1, 2012 ("Asset Purchase Agreement"), pursuant to which Assignee has acquired certain assets of Assignor, including the Trademark and the goodwill of the business associated therewith, and the parties desire to document and effectuate, in furtherance of the Asset Purchase Agreement, such assignment as set forth in this assignment agreement.

NOW THEREFORE, consideration of the sum of one dollar, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee the Trademark and the trademark registration therefor, including the goodwill of the business associated therewith, and all rights of action arising from the Trademark, all claims for damages for reason of past, present or future infringement of the Trademark and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made.

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# PROGRESS SOFTWARE CORPORATION

By:	N FIL
Name:	ter L Folian
Title:/	rected Count
Date:	)

On this 19th day of 2012 before me personally appeared to who declared that he is duly and lawfully authorized to execute this Assignment on behalf of Progress Software Corporation and acknowledged the foregoing signature to be his own.

Notary Pub

KAREN M. COMEIRO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 17, 2014

[Signature Page to Trademark Assignment]

TRADEMARK REEL: 004935 FRAME: 0800

**RECORDED: 01/04/2013**