

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402766

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900379555

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, as collateral agent		09/28/2016	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Rocket Software, Inc.
Street Address:	77 Fourth Ave.
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	Corporation: DELAWARE
Name:	Computer Corporation of America
Street Address:	77 Fourth Ave.
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	Corporation: MASSACHUSETTS
Name:	Rocket Software Systems, Inc.
Street Address:	77 Fourth Ave.
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	Corporation: MICHIGAN

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	73494994	MODEL 204
Serial Number:	73724450	ALDON
Serial Number:	74045866	SYSTEMSOFT
Serial Number:	74076884	ROCKET
Serial Number:	74137366	VSAM-ASSIST
Serial Number:	74137367	VSAM QUICK-INDEX

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	74361663	CATALOG SOLUTION
Serial Number:	75053303	ROCKET SHUTTLE
Serial Number:	75136946	SEAGULL SOFTWARE
Serial Number:	75155929	MAINSTAR
Serial Number:	75832560	ICLUSTER
Serial Number:	75935768	CORVU
Serial Number:	76026892	CORBUSINESS
Serial Number:	76073325	BLUEZONE
Serial Number:	76242675	NETCURE
Serial Number:	76281488	SEAGULL
Serial Number:	76304088	ARKIVIO
Serial Number:	76309699	
Serial Number:	78147160	LEGASUITE
Serial Number:	78147602	HYPERVU
Serial Number:	78317155	SERVERGRAPH
Serial Number:	78385116	CORSTRATEGY
Serial Number:	78449089	SEAGULL SOFTWARE
Serial Number:	78623465	ROCKET
Serial Number:	78623493	ROCKET

CORRESPONDENCE DATA

Fax Number: 2028357586

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, N.W., Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 28302.51000

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 10/20/2016

Total Attachments: 8

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RELEASE OF FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of September 28, 2016, among ROCKET SOFTWARE, INC., a Delaware limited liability company (the “Borrower”), the subsidiaries of the Borrower listed on Schedule I hereto and CREDIT SUISSE AG, as administrative agent and collateral agent (in such capacity, the “Administrative Agent”).

WHEREAS, the Borrower and the Administrative Agent entered into that certain First Lien Credit Agreement dated as of February 8, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Borrower, the lenders from time to time party thereto (the “Lenders”) and Credit Suisse AG, as Administrative Agent, pursuant to which agreement the Lenders agreed to extend credit to the Borrower subject to the terms and conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, and pursuant to that certain First Lien Guarantee and Collateral Agreement dated as of February 8, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) among the Grantors (as defined therein) and Credit Suisse AG, as Administrative Agent and that certain First Lien Trademark Security Agreement dated as of February 8, 2012 (the “Trademark Security Agreement”) among the Grantors and Credit Suisse AG, as Administrative Agent, the Grantors granted security interests in certain intellectual property owned by the Grantors, including, without limitation, the Trademarks listed on Schedule II attached hereto (as further defined in the Trademark Security Agreement, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office at Reel/Frame 4730/0187; and

WHEREAS, the Administrative Agent has agreed to terminate and release the entirety of its security interest in and to the Trademark Collateral;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the Administrative Agent hereby releases all of its security interest in the Trademark Collateral and cancels and terminates the Trademark Security Agreement, without representation, recourse or warranty whatsoever, and the Administrative Agent hereby reassigns any and all such right, title and interest (if any) that the Administrative Agent may have in the Trademark Collateral to the applicable Grantor.

The Administrative Agent shall, at Grantors’ expense, take all further actions, and provide to Grantors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantors to more fully and effectively effectuate the purposes of this Agreement.

The Administrative Agent hereby authorizes the Grantors or any of their authorized representatives to file this Agreement with the United States Trademark Office or any other applicable governmental office. The Administrative Agent hereby further authorizes and

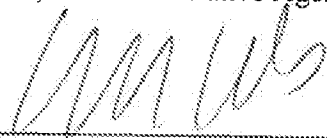
requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

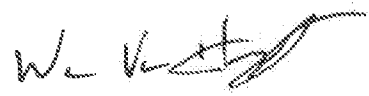
This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Administrative Agent has duly executed this Agreement as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Administrative Agent

By: 
Name: Robert Hetu
Title: Authorized Signatory

By: 
Name: Warren Van Heyst
Title: Authorized Signatory

[Signature Page to Release of First Lien Trademark Security Agreement]

#4842-6791-3272

TRADEMARK
REEL: 005897 FRAME: 0528

Subsidiary Guarantors

1. Rocket Software (US) LLC (Delaware)
2. Computer Corporation of America (Massachusetts)
3. Aldon Computer Group (California)
4. Zephyr Development Corporation (Texas)

** Jurisdiction of formation identified in parentheses following the name of each Grantor.*

SCHEDULE II

Trademarks*I. Trademark Registrations*

Registration No.	Reg. Date	Serial No.	App. Dt	Title	Owner
1352564	8/6/1985	73494994	8/15/1984	MODEL 204	Computer Corporation of America
1513473	11/22/1988	73724450	4/25/1988	ALDON	Aldon Computer Grp.
1645033	5/21/1991	74045866	4/4/1990	SYSTEMSOFT	Rocket Software, Inc.
1690753	6/2/1992	74076884	7/9/1990	ROCKET	Rocket Software, Inc.
1711280	9/1/1992	74137366	2/8/1991	VSAM-ASSIST	Rocket Software, Inc.
1700275	7/14/1992	74137367	2/8/1991	VSAM QUICK-INDEX	Rocket Software, Inc.
1799217	10/19/1993	74361663	2/24/1993	CATALOG SOLUTION	Rocket Software, Inc.

2062841	5/20/1997	75053303	2/5/1996	ROCKET SHUTTLE	Rocket Software, Inc.
2125042	12/30/1997	75136946	7/22/1996	SEAGULL SOFTWARE	Rocket Software, Inc.
2203150	11/10/1998	75155929	8/26/1996	MAINSTAR	Rocket Software, Inc.
2917589	1/11/2005	75832560	10/26/1999	ICLUSTER	Rocket Software, Inc.
2539222	2/19/2002	75935768	3/3/2000	CORVU	Rocket Software, Inc.
2666924	12/24/2002	76026892	4/17/2000	CORBUSINESS	Rocket Software, Inc.
3016545	11/22/2005	76073325	6/19/2000	BLUEZONE	Rocket Software, Inc.
2629298	10/1/2002	76242675	4/18/2001	NETCURE	Rocket Software, Inc.
2645483	11/5/2002	76281488	7/5/2001	SEAGULL	Rocket Software, Inc.

2738273	7/15/2003	76304088	8/23/2001	ARKIVIO	Rocket Software, Inc.
2753960	8/19/2003	76309699	9/5/2001	ARKIVIO (design)	Rocket Software, Inc.
2799334	12/23/2003	78147160	7/24/2002	LEGASUITE	Rocket Software, Inc.
3265603	7/17/2007	78147602	7/25/2002	HYPERVU	Rocket Software, Inc.
2937856	4/5/2005	78317155	10/22/2003	SERVERGRAPH	Rocket Software, Inc.
2929024	3/1/2005	78385116	3/16/2004	CORSTRATEGY	Rocket Software, Inc.
3013223	11/8/2005	78449089	7/12/2004	SEAGULL SOFTWARE	Rocket Software, Inc.
3271565	7/31/2007	78623465	5/5/2005	ROCKET	Rocket Software, Inc.
3282428	8/21/2007	78623493	5/5/2005	ROCKET	Rocket Software, Inc.

II. Trademark Applications

None.