TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521210

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rocket Software, Inc.		11/28/2018	Corporation: DELAWARE
Computer Corporation of America		11/28/2018	Corporation: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	Eleven Madison Avenue, 9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	2241260	FLASHCONNECT
Registration Number:	2319708	MV.ENTERPRISE
Registration Number:	2201986	MVBASE
Registration Number:	1366387	PICK
Registration Number:	1513473	ALDON
Registration Number:	2738273	ARKIVIO
Registration Number:	3016545	BLUEZONE
Registration Number:	5239935	
Registration Number:	1799217	CATALOG SOLUTION
Registration Number:	3461907	COPYCRYPT
Registration Number:	2666924	CORBUSINESS
Registration Number:	2929024	CORSTRATEGY
Registration Number:	2539222	CORVU
Registration Number:	2916070	D3
Registration Number:	3317007	DR/XPERT
Registration Number:	3265603	HYPERVU
Registration Number:	2917589	ICLUSTER
Registration Number:	2799334	LEGASUITE

OP $1015.00 2241260

Property Type	Number	Word Mark
Registration Number:	2203150	MAINSTAR
Registration Number:	2629298	NETCURE
Registration Number:	2713328	PASSPORT
Registration Number:	2736318	PASSPORT PC TO HOST
Registration Number:	2736317	PASSPORT WEB TO HOST
Registration Number:	5367469	ROCKET
Registration Number:	3282428	ROCKET
Registration Number:	1690753	ROCKET
Registration Number:	2062841	ROCKET SHUTTLE
Registration Number:	3013223	SEAGULL SOFTWARE
Registration Number:	2125042	SEAGULL SOFTWARE
Registration Number:	2937856	SERVERGRAPH
Registration Number:	1645033	SYSTEMSOFT
Registration Number:	2161187	SYSTEMWIZARD
Registration Number:	1412148	UNIDATA
Registration Number:	1700275	VSAM QUICK-INDEX
Registration Number:	1711280	VSAM-ASSIST
Registration Number:	3271565	ROCKET
Registration Number:	1356296	IMAGINE
Registration Number:	2202418	IMAGINE/CUA
Registration Number:	5030268	MODEL 204
Registration Number:	1352564	MODEL 204

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	04/29/2019

Total Attachments: 8

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Form **PTO-1594** (Rev. 6-12)
OMB Collection 0651-0027 (exp. 04/30/2018)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):

1. Rocket Software, Inc.
2. Computer Corporation of America

☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: 1. DE; 2. MA
☐ Other

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Credit Suisse AG, Cayman Islands Branch

Street Address: Eleven Madison Avenue, 9th Floor

City: New York

State: NY

Country: USA Zip: 10010

☐ Individual(s) Citizenship
☐ Association Citizenship
☐ Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other Bank Citizenship USA

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)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 28, 2018

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other First Lien Security Agreement

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

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: Elaine Carrera, Senior Paralegal

Internal Address:

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number:

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 40

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

☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature: Elaine Carrera — April 29, 2019
Signature — Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARK

This FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of November 28, 2018 (this "Agreement"), is made by Rocket Software, Inc., a Delaware corporation, and Computer Corporation of America, a Massachusetts corporation (each, a "Grantor" and collectively, the "Grantors"), in favor of Credit Suisse AG, Cayman Islands Branch, as the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of November 28, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among BCPE ROVER BUYER, INC., a Delaware corporation ("Holdings"), ROCKET SOFTWARE, INC., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, as the Administrative Agent and the Collateral Agent and the other parties from time to time party thereto, the Lenders and Letter of Credit Issuers have severally agreed to make their respective loans and extensions of credit to Holdings, the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and any Subsidiaries of the Borrower that are or become a party thereto as Grantors, have executed and delivered the First Lien Security Agreement, dated as of November 28, 2018 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Letter of Credit Issuer to make their respective Extensions of Credit to Holdings, the Borrower and the Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Holdings, the Borrower and/or the Restricted Subsidiaries, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in Security Agreement, or if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in, to and under the following property owned by such Grantor or in which such Grantor has 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 the Obligations, but excluding the Excluded Property:

(i) the Trademarks listed on Schedule A hereto, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights, priorities and privileges related thereto, and (iv) all rights to sue at law or in equity for any infringement, dilution or other violation or impairment thereof, including the right to receive all Proceeds therefrom.

3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Trademark Collateral of such Grantor under this First Lien Grant of Security Interest in Trademarks.

5. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

GRANTORS:

ROCKET SOFTWARE, INC.,
a Delaware corporation

By: _____
Name: Andrew J. Youniss
Title: Chief Executive Officer

COMPUTER CORPORATION OF AMERICA,
a Massachusetts corporation

By: _____
Name: P. Gary Gregory III
Title: President

[Signature Page to First Lien Grant of Security Interest in Trademark]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

GRANTORS:

ROCKET SOFTWARE, INC.,
a Delaware corporation

By: _____
Name: Andrew J. Youniss
Title: Chief Executive Officer

COMPUTER CORPORATION OF AMERICA,
a Massachusetts corporation

By: _____
Name: P. Gary Gregory III
Title: President

[Signature Page to First Lien Grant of Security Interest in Trademark]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as the Collateral Agent

By: _____
Name: Judith Smith
Title: Authorized Signatory

By: _____
Name: Brady Bingham
Title: Authorized Signatory

[Signature Page to First Lien Grant of Security Interest in Trademark]

SCHEDULE A

U.S. Trademark Registrations and Applications

Rocket Software, Inc.

Mark	Registration Number	Registration Date
FLASHCONNECT	2241260	4/20/1999
MV. ENTERPRISE in Stylized Letters	2319708	2/15/2000
MVBASE	2201986	11/3/1998
PICK	1366387	10/22/1985
ALDON	1513473	11/22/1988
ARKIVIO	2738273	7/15/2003
BLUEZONE	3016545	11/22/2005
Bug Design	5239935	7/11/2017
CATALOG SOLUTION	1799217	10/19/1993
COPYCRYPT	3461907	7/8/2008
CORBUSINESS	2666924	12/24/2002
CORSTRATEGY	2929024	3/1/2005
CORVU	2539222	2/19/2002
D3	2916070	1/4/2005
DR/XPERT	3317007	10/23/2007
HYPERVU	3265603	7/17/2007
ICLUSTER	2917589	1/11/2005
LEGASUITE	2799334	12/23/2003
MAINSTAR	2203150	11/10/1998
NETCURE	2629298	10/1/2002
PASSPORT	2713328	5/6/2003
PASSPORT PC TO HOST	2736318	7/15/2003
PASSPORT WEB TO HOST	2736317	7/15/2003
ROCKET	5367469	1/2/2018
ROCKET	3282428	8/21/2007
ROCKET	1690753	6/2/1992
ROCKET SHUTTLE	2062841	5/20/1997
SEAGULL SOFTWARE	3013223	11/8/2005
SEAGULL SOFTWARE	2125042	12/30/1997
SERVERGRAPH	2937856	4/5/2005
SYSTEMSOFT	1645033	5/21/1991
SYSTEMWIZARD	2161187	6/2/1998
UNIDATA	1412148	10/7/1986
VSAM QUICK-INDEX in Stylized Letters	1700275	7/14/1992
VSAM-ASSIST	1711280	9/1/1992
ROCKET and Bug Design	3271565	7/31/2007

Computer Corporation of America

Mark	Registration Number	Registration Date
IMAGINE	1356296	8/27/1985
IMAGINE/CUA	2202418	11/10/1998
MODEL 204	5030268	8/30/2016
MODEL 204	1352564	8/6/1985