

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM572156

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
International Business Machines Corporation		12/02/2019	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SS&C Technologies, Inc.		
<b>Street Address:</b>	80 Lamberton Road		
<b>City:</b>	Windsor		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06095		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3214047	ALGO	
Registration Number:	3311666	ALGO	
Registration Number:	4091814	ALGO CREDIT	
Registration Number:	4099788	ALGO FIRST	
Registration Number:	4088677	ALGO MARKET	
Registration Number:	4088651	ALGO ONE	
Registration Number:	4088653	ALGO RISK	
Registration Number:	2002168	ALGORITHMICS	
Registration Number:	1957238	ALGORITHMICS	
Registration Number:	3123061	ALGORITHMICS	
Registration Number:	3037031	KNOW YOUR RISK	
Registration Number:	3028446	MARK-TO-FUTURE	
Registration Number:	2875990	MARK-TO-FUTURE	
Registration Number:	1902478	RISKWATCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4154020856		
<i>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.</i>			

OP \$365.00 3214047

**Phone:** 4159267776  
**Email:** trademarks@harvey.law  
**Correspondent Name:** D. Peter Harvey, HARVEY & COMPANY  
**Address Line 1:** Four Embarcadero Center, 14th Floor  
**Address Line 4:** San Francisco, CALIFORNIA 94111-4164

<b>NAME OF SUBMITTER:</b>	D. Peter Harvey
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<b>SIGNATURE:</b>	/D. Peter Harvey/
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<b>DATE SIGNED:</b>	04/15/2020
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**Total Attachments: 19**

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## INTELLECTUAL PROPERTY AGREEMENT

THIS U.S. INTELLECTUAL PROPERTY AGREEMENT (this “IPA”), dated as of the Initial Closing Date and effective as of the Completion Date, is by and between International Business Machines Corporation, a New York corporation (“Seller”), and SS&C Technologies, Inc., a Delaware corporation (“Buyer”). Buyer and Seller may each be referred to herein individually as a “Party” or, collectively, as the “Parties”.

### W I T N E S S E T H:

**WHEREAS**, the Parties have entered into an Amended and Restated Asset Purchase Agreement dated as of the Amendment Effective Date (the “APA”) pursuant to which Buyer and the Buying Affiliates intend to purchase from Seller and the Selling Affiliates, and Seller and the Selling Affiliates intend to sell to Buyer and the Buying Affiliates, the Transferred Assets, Transferred Contracts and Transferred IP upon the terms and subject to the conditions of the APA, this IPA and the other Acquisition Agreements; and

**WHEREAS**, the APA requires the execution and delivery of this IPA at the Initial Closing;

**NOW, THEREFORE**, in consideration of the premises set forth above and the respective covenants, agreements, representations and warranties set forth herein and in the APA, the Parties hereby agree as follows:

## ARTICLE I

### Definitions

Capitalized terms set forth in Exhibit A hereto, when used in this IPA, shall have the meanings ascribed thereto in Exhibit A. Terms not defined herein shall have the meanings ascribed thereto in the APA.

## ARTICLE II

### Grants and Limitations

**2.1. Assignments.** Subject to the rights granted to third parties before the Completion Date and to the other terms and conditions of this IPA, Seller, on behalf of itself and the Selling Affiliates, hereby irrevocably sells, assigns, transfers, conveys and delivers to Buyer all of Seller’s and the Selling Affiliates’ (a) Assigned Code and Assigned Documentation, and (b) United States right, title and interest in, to and under the Assigned Know-How and Copyrights in the Assigned Code and Assigned Documentation, in the case of each of clause (a) and (b), including all of Seller’s and the Selling Affiliates’ rights to: (i) apply for and maintain registrations, renewals and/or extensions thereof, (ii) claim priority under applicable Law with respect thereto, (iii) sue for past, present and future infringement, misappropriation, or any other violation thereof and to retain all proceeds and recoveries therefrom and (iv) grant licenses, covenants not to sue, or security interests therein or thereto.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**2.12. Assigned Trademarks and Assigned Domain Names**

(a) Subject to the non-exclusive rights granted to third parties before the Completion Date and to the other terms and conditions of this IPA, Seller, on behalf of itself and the Selling Affiliates, hereby irrevocably sells, transfers, assigns, conveys and delivers to Buyer all of Seller's and the Selling Affiliates' United States right, title and interest in, to and under the Assigned Trademarks and Assigned Domain Names, including (i) any applications and registrations therefor, if any, and any goodwill associated therewith (alone, apart from, and not including the goodwill symbolized by any other mark or logo, including Seller Brands), and (ii)

Seller's and the Selling Affiliates' rights to: (A) apply for and maintain registrations, renewals and/or extensions thereof, (B) claim priority under applicable Law with respect thereto, (C) sue for past, present and future infringement, misappropriation, or any other violation thereof and to retain all proceeds and recoveries therefrom, and (D) grant licenses, covenants not to sue or security interests therein or thereto.

(b) Promptly after the Completion Date using commercially reasonable efforts, Seller shall transfer (or cause the applicable Selling Affiliate to transfer) any and all Assigned Domain Names electronically from Seller's or Selling Affiliate's account, as applicable, to Buyer's account (such that Buyer will be listed as the registrant of the Assigned Domain Names in the WHOIS database or other applicable registrar) and Seller shall (or shall cause the applicable Selling Affiliate to) deliver all authorization codes or other information necessary to transfer to Buyer all of the Assigned Domain Names and the ability to control the Assigned Domain Names.

[REDACTED]

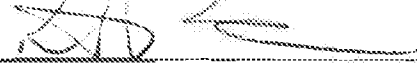
[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, the Parties have caused this IPA to be executed by their duly authorized signatories as of the date and year first above written.

**International Business Machines Corporation**

By



Authorized signature

Name: Kevin Reardon

Title: Vice President, Corporate Development

*[Signature page for the Project Puglia Intellectual Property Agreement]*

**IN WITNESS WHEREOF**, the Parties have caused this IPA to be executed by their duly authorized signatories as of the date and year first above written.

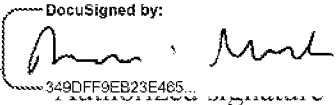
**International Business Machines Corporation**

By \_\_\_\_\_  
Authorized signature

Name:

Title:

**SS&C Technologies, Inc.**

By  \_\_\_\_\_  
349DFF9EB23E485...

Name: Patrick J. Pedonti

Title: Senior Vice President and  
Chief Financial Officer

*[Signature page for the Project Puglia Intellectual Property Agreement]*

**Schedule 2.12(a)(2) – Assigned Registered Trademarks**

Red indicates dead and expired Assigned Registered Trademarks.

Green indicates internally abandoned Assigned Registered Trademarks.

For Seller Trademarks in this Schedule 2.12(a)(2) highlighted in “yellow”, Seller is diligently working to reactivate and correct ownership so that these Trademarks can be assigned to Buyer. Seller makes no representation or warranty, express or implied, at law or in equity, with respect to the reactivation or assignability of Seller Trademarks highlighted in “yellow” in this Schedule 2.12(a)(2) and such representations or warranties are hereby disclaimed.

Mark Name	Country	Status	Application Number	Registration Number
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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Ai Logo	United States of America	Abandoned	78502456	3049717
Ai Logo	United States of America	Abandoned	74562959	1920174
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[illegible]

## CLOSING VERSION

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[[5218378]]

TRADEMARK  
REEL: 006916 FRAME: 0883

## CLOSING VERSION

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## CLOSING VERSION

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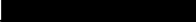

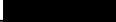

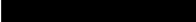

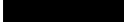





















































## CLOSING VERSION

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TRADEMARK  
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ALGO THINK (Stylized)	United States of America	Abandoned Internally	85082817	4030726
				
				
				
				
				
				
				
				
				
				
				
				
				
				

## CLOSING VERSION

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KNOW YOUR RISK	United States of America	Registered	76261715	3037031
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## CLOSING VERSION

MARK-TO-FUTURE	United States of America	Registered	78502471	3028446
MARK-TO-FUTURE	United States of America	Registered	76261714	2875990
RISKWATCH	United States of America	Registered	74482070	1902478