

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752422

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement (Supplement - First Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASG Technologies Group, Inc.		09/10/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
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: 25			
Property Type	Number	Word Mark	
Registration Number:	2601192	ASG	
Registration Number:	2700435	ASG SOFTWARE SOLUTIONS	
Registration Number:	5367464	ASG TECHNOLOGIES	
Registration Number:	5367460	ASG TECHNOLOGIES	
Registration Number:	3695864	ASG-CYPRESS	
Registration Number:	3701286	ASG-DOCU/TEXT	
Registration Number:	3461040	ASG-INFO/X	
Registration Number:	3435279	ASG-JOB/SCAN	
Registration Number:	2392701	ASG-METHODMANAGER	
Registration Number:	4945341	ASG-MOBIUS LUMINIST	
Registration Number:	3957897	ASG-MYINFOASSIST	
Registration Number:	3698527	ASG-PRO/JCL	
Registration Number:	3444796	ASG-TEVISTA	
Registration Number:	2996310	ASG-TMON	
Registration Number:	1349090	CONTROLMANAGER	
Registration Number:	1979683	DOC-AID	
Registration Number:	1974132	DOCUMENTDIRECT	
Registration Number:	1945519	ESW	
Registration Number:	1721468	INFOPAC	

OP \$640.00 2601192

Property Type	Number	Word Mark
Registration Number:	2874146	MOBIUS
Registration Number:	2717149	MOBIUS
Registration Number:	5063117	MOBIUS LUMINIST
Registration Number:	5611958	MOWBLY
Registration Number:	5617377	MOWBLY
Registration Number:	2115679	PERFMAN

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

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:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	08/31/2022

Total Attachments: 6
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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):

ASG Technologies Group, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) September 10, 2021

- Assignment
- Security Agreement
- Other Security Agreement (Supplement - First Lien)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Credit Suisse AG, Cayman Islands Branch,
as Collateral Agent

Street Address: Eleven Madison Avenue, 9th Floor

City: New York

State: NY

Country: US 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)

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

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____
see attached 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: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Rocket Software (25630.1640 1L)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 25

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: Doris Ka

Signature

August 30, 2022

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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 September 10, 2021 (this "Agreement"), is made by ASG Technologies Group, Inc., a Delaware corporation (the "Grantor"), 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, the 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 Grantor 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 Grantor does 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.

ASG Technologies Group, Inc.,
as a Grantor

DocuSigned by:

By: *Richard Kraska*

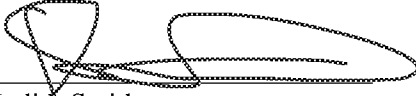
Name: Richard Kraska

Title: President

[Grant of Security Interest in Trademark]

TRADEMARK
REEL: 007836 FRAME: 0527

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

By: 
Name: Judith Smith
Title: Authorized Signatory

By: 
Name: Jessica Gavarkovs
Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

ASG Technologies Group, Inc.

Mark	Application Number	Application Date	Registration Number	Registration Date
ASG	78047608	9-Feb-01	2601192	30-Jul-02
ASG SOFTWARE SOLUTIONS (Stylized)	78105475	29-Jan-02	2700435	25-Mar-03
ASG TECHNOLOGIES	87146243	22-Aug-16	5367464	2-Jan-18
ASG TECHNOLOGIES (Stylized)	87144279	19-Aug-16	5367460	2-Jan-18
ASG-CYPRESS	77705074	2-Apr-09	3695864	13-Oct-09
ASG-DOCU/TEXT	77704501	1-Apr-09	3701286	27-Oct-09
ASG-INFO/X	77285314	21-Sep-07	3461040	8-Jul-08
ASG-JOB/SCAN	77285325	21-Sep-07	3435279	27-May-08
ASG-METHODMANAGER	75584558	7-Jul-99	2392701	10-Oct-00
ASG-MOBIUS LUMINIST	86707948	29-Jul-15	4945341	26-Apr-16
ASG-MYINFOASSIST	85177541	16-Nov-10	3957897	10-May-11
ASG-PRO/JCL	77704446	1-Apr-09	3698527	20-Oct-09
ASG-TEVISTA	77299642	9-Oct-07	3444796	10-Jun-08
ASG-TMON	76462759	28-Oct-02	2996310	20-Sep-05
CONTROLMANAGER	73515086	24-Dec-84	1349090	16-Jul-85
DIGITAL DISRUPTED	88944157 (Pending ITU)	2-Jun-20		
DIGITAL DISRUPTED & Design	88944239 (Pending ITU)	2-Jun-20		
DOC-AID	74694191	26-Jun-95	1979683	11-Jun-96
DOCUMENTDIRECT	74512468	14-Apr-94	1974132	14-May-96
ESW	74613903	20-Dec-94	1945519	2-Jan-96
INFOPAC	74087763	10-Aug-90	1721468	6-Oct-92
MOBIUS	76552296	17-Oct-03	2874146	17-Aug-04
MOBIUS & Design	76351367	20-Dec-01	2717149	20-May-03
MOBIUS LUMINIST	86929313	4-Mar-16	5063117	18-Oct-16
MOWBLY	87900556	30-Apr-18	5611958	20-Nov-18
MOWBLY & Design	87900647	30-Apr-18	5617377	27-Nov-18
PERFMAN & Design	77850730	16-Oct-09	3862943 (Cancelled)	19-Oct-10
PERFMAN (Stylized)	75154848	23-Aug-96	2115679	25-Nov-97