

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM768470

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900717298

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ZUMASYS, INC.		10/01/2021	Corporation: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	ROCKET SOFTWARE, INC.
<b>Street Address:</b>	77 4th Ave.
<b>City:</b>	Waltham
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02451
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2563523	JBASE
Registration Number:	2573361	JBASE
Registration Number:	4712114	ACCUTERM
Registration Number:	2382877	

## CORRESPONDENCE DATA

## Fax Number:

*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.*

**Email:** ip@rocketsoftware.com  
**Correspondent Name:** Bridget Humphries  
**Address Line 1:** 77 4th Ave.  
**Address Line 4:** Waltham, MASSACHUSETTS 02451

<b>NAME OF SUBMITTER:</b>	Bridget Humphries
<b>SIGNATURE:</b>	/bh/
<b>DATE SIGNED:</b>	11/17/2022

## Total Attachments: 7

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “*Agreement*”), effective as of October 1, 2021 (the “*Effective Date*”), is entered into by and between ZUMASYS, INC., a California corporation (“*Assignor*”), and ROCKET SOFTWARE, INC., a Delaware corporation (“*Assignee*”). Assignor and Assignee are collectively referred to in this Agreement as the “*Parties*.”

WHEREAS, Assignor entered into that certain Asset Purchase Agreement, dated October 1, 2021 (the “*Purchase Agreement*”), by and among Assignor and Assignee;

WHEREAS, Assignor is the owner of certain Assigned Intellectual Property (as defined below);

WHEREAS, as a condition to the closing of the transactions contemplated by the Purchase Agreement, Assignor is required to transfer to Assignee the Assigned Intellectual Property for value received as between Assignor and Assignee, the adequacy and sufficiency of which is hereby acknowledged by Assignor; and

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to receive from Assignor, ownership of the Assigned Intellectual Property.

NOW, THEREFORE, for the consideration outlined in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the Parties hereto agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated into this Agreement.
2. Definitions. All capitalized terms used herein and not defined shall have the meaning ascribed thereto in the Purchase Agreement. The following capitalized terms have the meanings indicated:
  - 2.1 “*Enforcement and Recovery Rights*” means the right to sue and recover for past, current, or future infringements, misappropriations, or violations of any intellectual property, including recovery of royalties, fees, income, and other payments and proceeds (whether such fees, income, payments, or proceeds are due or accrue before or after the date hereof).
3. Assignment of Intellectual Property. In partial consideration of and subject to the Purchase Agreement, Assignor hereby sells, assigns, and transfers to Assignee, all of Assignor’s right, title, and interest in, to and under: (a) the Owned IPR and related Technology used in the operation of the Business, including that as set forth in Exhibit A (attached hereto), together with the goodwill of the Business connected with the use of, and symbolized by, such Owned IPR and related Technology; and (b) all Enforcement and Recovery Rights associated with the Owned IPR and related Technology (collectively, the “*Assigned Intellectual Property*”).
4. Consent to Filing. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the Owned IPR and related Technology set forth in Exhibit A.
5. Cooperation; Further Assistance. Assignor shall assist Assignee to the extent reasonably necessary to transfer title in and to the Assigned Intellectual Property or to enforce its rights in the Assigned Intellectual Property. Assignor agrees to execute, deliver, file, and record, or cause to be executed, delivered, filed, and recorded, such further agreements, instruments, and other documents, and take,

or cause to be taken, such further actions, as Assignee may reasonably request as being necessary or advisable to effect or evidence the transactions contemplated by this Agreement.

6. Purchase Agreement. This Agreement is being executed in connection with, and is subject to all rights, remedies, representations, warranties, covenants, obligations, and agreements set forth in, the Purchase Agreement. Nothing in this Agreement shall be construed to supersede, amend, or modify any provision of the Purchase Agreement or any rights or obligations of the Parties under the Purchase Agreement. If any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.
7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
8. Governing Law. The validity, interpretation, and effect of this Agreement shall be governed exclusively by the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).


*[Signature Page Follows]*

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date.

**ASSIGNOR:**

**ZUMASYS, INC.,**  
a California corporation

By:  \_\_\_\_\_

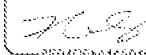
Name: Paul Giobbi

Title: President

**ASSIGNEE:**

**ROCKET SOFTWARE, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

DocuSigned by:  
  
2023.02.08 10:46:04 AM

Name: Ross Rosenberg

Title: Senior Vice President, Strategy & Corporate  
Development

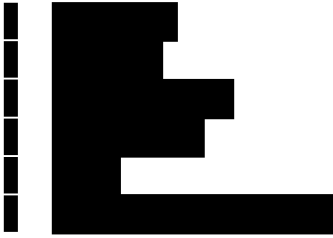
**Exhibit A**

*[Exhibit A to the Assignment of Intellectual Property]*

**TRADEMARK**  
**REEL: 007852 FRAME: 0497**

OWNED IPR AND RELATED TECHNOLOGY




Owned IPR:








Trademarks

- OpenQM – Not federally registered. Common law rights have been established.

Trademark Registrations:

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner
ACCUTERM	United States of America	86365426	13-Aug-2014	4712114	31-Mar-2015	Registered	Zumasys, Inc.
JBASE	United States of America	76221063	07-Mar-2001	2563523	23-Apr-2002	Registered (Renewed)	Zumasys, Inc.
jBASE (Stylized) <b>jBASE</b>	European Union	2382877	18-Sep-2001	2382877	28-Mar-2003	Registered	Zumasys, Inc.
JBASE and Design 	United States of America	76221062	07-Mar-2001	2573361	28-May-2002	Registered (Renewed)	Zumasys, Inc.
Design Only 	European Union	2382869	18-Sep-2001	2382869	22-Apr-2003	Registered	Zumasys, Inc.
Design Only 	Japan	2007-111130	31-Oct-2007	5152582	18-Jul-2008	Registered	Zumasys, Inc.
[jBASE (Stylized) <b>jBASE</b>	United Kingdom	UK00902382877	18-Sep-2001	UK00902382877	28-Mar-2003	Registered	Zumasys, Inc.



Mark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner
Design Only 	United Kingdom	UK00902382869	18-Sep-2001	UK00902382869	22-Apr-2003	Registered	Zumasys, Inc.]
Design Only 	South Africa	2001/14791	27-Aug-2001	2001/14791	14-Oct-2008	Registered	Zumasys, Inc.
Design Only 	South Africa	2001/14792	27-Aug-2001	2001/14792	14-Oct-2008	Registered	Zumasys, Inc.
Design Only 	South Africa	2001/14790	27-Aug-2001	2001/14790	14-Oct-2008	Registered	Zumasys, Inc.
Design Only 	South Africa	2001/14793	27-Aug-2001	2001/14793	14-Oct-2008	Registered	Zumasys, Inc.
JBASE	South Africa	2001/14786	27-Aug-2001	2001/14786	28-May-2008	Registered	Zumasys, Inc.
JBASE	South Africa	2001/14787	27-Aug-2001	2001/14787	28-May-2008	Registered	Zumasys, Inc.
JBASE	South Africa	2001/14789	27-Aug-2001	2001/14789	27-May-2008	Registered	Zumasys, Inc.
JBASE	South Africa	2001/14788	27-Aug-2001	2001/14788	27-May-2008	Registered	Zumasys, Inc.

**TRADEMARK**

**RECORDED: 08/31/2022**

**REEL: 007852 FRAME: 0499**