

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5498605

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ROCKET SOFTWARE, INC.	11/28/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
<b>Street Address:</b>	ELEVEN MADISON AVENUE, 9TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>PROPERTY NUMBERS Total: 18</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7266552
Patent Number:	9772853
Patent Number:	8386500
Patent Number:	7941543
Patent Number:	8326963
Patent Number:	8260824
Patent Number:	8127304
Patent Number:	7904732
Patent Number:	7644369
Patent Number:	7092977
Patent Number:	7454446
Patent Number:	7509316
Patent Number:	7305410
Patent Number:	7158999
Patent Number:	7146475
Patent Number:	7050404
Patent Number:	6374242
Application Number:	15706677
<b>CORRESPONDENCE DATA</b>	

**Fax Number:** (800)914-4240

**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

<b>NAME OF SUBMITTER:</b>	ELAINE CARRERA
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<b>SIGNATURE:</b>	/Elaine Carrera/
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<b>DATE SIGNED:</b>	04/30/2019
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**Total Attachments: 7**

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**RECORDATION FORM COVER SHEET  
PATENTS 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)**

Rocket Software, Inc.

Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**

Name: Credit Suisse AG, Cayman Islands Branch

Internal Address: \_\_\_\_\_

Street Address: Eleven Madison Avenue, 9th Floor

City: New York

State: NY

Country: USA Zip: 10010

Additional name(s) & address(es) attached?  Yes  No

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

Execution Date(s) November 28, 2018

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Second Lien Security Agreement

**4. Application or patent number(s):**

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

See Schedule A

B. Patent No.(s)

See Schedule A

Additional numbers attached?  Yes  No

**5. Name and address 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 patents involved: 18**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized UserName \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

April 29, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

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

SECOND LIEN GRANT OF  
SECURITY INTEREST IN PATENT

This SECOND LIEN GRANT OF SECURITY INTEREST IN PATENT, dated as of November 28, 2018 (this "Agreement"), is made by Rocket Software, 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.

WITNESSETH:

WHEREAS, pursuant to the Second 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 Second 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, the 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 Patents, 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, the 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 the Grantor or in which the Grantor has any right title or interest (collectively, the "Patent 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 Patents listed on Schedule A hereto, (ii) all reissues, reexaminations, continuations, divisions, continuations-in-part, or extensions thereof, and the inventions, discoveries or designs disclosed or claimed therein, (iii) all rights, priorities and privileges related thereto, and (iv) all rights to sue at law or in equity for any infringement 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 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 the Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the Security Interest in the Patent Collateral of the Grantor under this Second Lien Grant of Security Interest in Patents.

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 Patent 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.

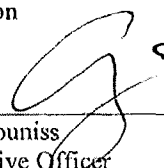
[Signature pages follow]

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.

**GRANTOR:**

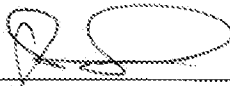
**ROCKET SOFTWARE, INC.,**  
a Delaware corporation

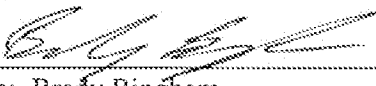
By: \_\_\_\_\_  
Name: Andrew J. Youniss  
Title: Chief Executive Officer



[Signature Page to Second Lien Grant of Security Interest in Patent]

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 Second Lien Grant of Security Interest in Patent]

**SCHEDULE A**

**U.S. Patent Registrations and Applications**

**Rocket Software, Inc.**

<b>Patent Title</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Patent Number</b>	<b>Issue Date</b>
Accessing a dataset using an unsupported access method	10/821,717	4/9/2004	7266552	9/4/2007
Dispatching a unit of work to a specialty engine or a general processor and exception handling including continuing execution until reaching a defined exit point or restarting execution at a predefined retry point using a different engine or processor	12/212,038	9/17/2008	9772853	9/26/2017
Apparatus, system, and method for XML based disconnected data access for multivalued/hierarchical databases	11/846,502	8/28/2007	8386500	2/26/2013
System and method for migrating applications from a legacy system	10/923,969	8/23/2004	7941543	5/10/2011
System and method for migrating applications from a legacy system	13/075,108	3/29/2011	8326963	12/4/2012
Object-relational based data access for nested relational and hierarchical databases	12/435,654	5/5/2009	8260824	9/4/2012
Mapping and communicating data from a user interface to an application program	11/421,419	5/31/2006	8127304	2/28/2012
Encrypting and decrypting database records	11/535,978	9/27/2006	7904732	3/8/2011
Controlling display screen legibility	11/155,395	6/17/2005	7644369	1/5/2010
Techniques for storing data based upon storage policies	10/232,875	8/30/2002	7092977	8/15/2006
Techniques for storing data based upon storage policies	11/433,058	5/12/2006	7454446	11/18/2008
Techniques for performing policy automated operations	10/877,501	6/24/2004	7509316	3/24/2009



Patent Title	Application Number	Filing Date	Patent Number	Issue Date
Low-latency method to replace SQL insert for bulk data transfer to relational database	10/735,533	12/12/2003	7305410	12/4/2007
Reorganization and repair of an ICF catalog while open and in-use in a digital data storage system	10/783,835	2/20/2004	7158999	1/2/2007
Data set level mirroring to accomplish a volume merge/migrate in a digital data storage system	10/717,199	11/18/2003	7146475	12/5/2006
Method and system for determining network topology	09/973,627	10/9/2001	7050404	5/23/2006
Natural-language information processor with association searches limited within blocks	09/408,983	9/29/1999	6374242	4/16/2002
Virtual desktop	15/706,677	9/16/2017	—	—

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