508928244 12/18/2024

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI703938

SUBMISSION TYPE:		NEW ASSIGNMENT				
NATURE OF CONVEY	ANCE:	SECURITY INTEREST				
CONVEYING PARTY	DATA	·				
	Execution Date					
ADMIRAL SOFTWAR	08/12/2024					
ROCKET SOFTWARE, INC.			08/12/2024			
Company Name: Street Address:		ROYAL BANK OF CANADA 155 Wellington Street West				
RECEIVING PARTY						
Street Address:	155 Wellington Street West					
Internal Address:	8th Flo	8th Floor				
City:	Toront	Toronto				
State/Country:	CANADA					
Postal Code:	M5V 3K7					
	RS Total: 7	7				
Property Type		Number				
Patent Number:		11768767				
Patent Number:		9143562				

Patent Number:	9122539
Patent Number:	9645803
Patent Number:	8924931
Patent Number:	10534931

8601453

CORRESPONDENCE DATA

Patent Number:

Fax Number:	3128	622200	
		e-mail address first; if that is unsuccessful, it will be sent nat is unsuccessful, it will be sent via US Mail.	
Phone:	3128623135		
Email:	barbara.siepka@kirkland.com		
Correspondent Name:	Ms. Barbara M Siepka		
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ATTORNEY DOCKET NUMBER:		46748-20	
NAME OF SUBMITTER:		Barbara Siepka	

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PATENT REEL: 069623 FRAME: 0372

SIGNATURE:	Barbara Siepka				
DATE SIGNED:	12/18/2024				
Total Attachments: 5					
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FIRST LIEN GRANT OF SECURITY INTEREST IN PATENT

This FIRST LIEN GRANT OF SECURITY INTEREST IN PATENT, dated as of August 12, 2024 (this "<u>Agreement</u>"), is made by ADMIRAL SOFTWARE LLC, a Delaware limited liability company (formerly known as AMC Software LLC, a Delaware limited liability company) and ROCKET SOFTWARE, INC., a Delaware corporation (individually, each a "<u>Grantor</u>", and collectively, the "<u>Grantors</u>"), in favor of ROYAL BANK OF CANADA, as the Collateral Agent for the benefit of the Secured Parties.

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

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 "<u>Credit Agreement</u>"), among BCPE ROVER BUYER, INC., a Delaware corporation ("<u>Holdings</u>"), ROCKET SOFTWARE, INC., a Delaware corporation (the "<u>Borrower</u>"), the Lenders from time to time party thereto, ROYAL BANK OF CANADA, 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, 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, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. <u>Definitions</u>. 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. <u>Grant of Security Interest</u>. 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 each such Grantor or in which each such Grantor has any right title or interest (collectively, the "<u>Patent Collateral</u>"), 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 <u>Schedule A</u> 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,

PATENT REEL: 069623 FRAME: 0374 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. <u>Purpose</u>. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. <u>Termination or Release</u>. Upon the termination of the Security Agreement or release of a Grantor in accordance with <u>Section 6.4</u> 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 Patent Collateral of such Grantor under this First Lien Grant of Security Interest in Patents.

5. <u>Acknowledgment</u>. Each 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, the terms of the Security Agreement shall govern.

6. <u>Counterparts</u>. 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. <u>Governing Law</u>. 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.

[Remainder of Page Intentionally Left Blank; Signature to 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.

ADMIRAL SOFTWARE, LLC, as Grantor

By:

Name: Bruce Bowden Title: President and Treasurer

ROCKET SOFTWARE, INC.,

as Grantor By:

Name: Bruce Bowden Title: Chief Financial Officer, Treasurer and Secretary

[Signature Page to Patent Security Agreement Supplement - Admiral Software LLC Joinder]

ROYAL BANK OF CANADA, as the Collateral Agent

By: ____ Name: Title:

RICHARD DSOUZA MANAGER AGENCY SERVICES

[Signature Page to Patent Security Agreement Supplement – Admiral Software LLC Joinder]

PATENT REEL: 069623 FRAME: 0377

SCHEDULE A

U.S. Patents and Patent Applications

Patent Title	Application Number	Filing Date	Patent Number	Issue Date
OPAQUE OBJECT CACHING	17/514928	10/29/2021	11768767	09/26/2023
Managing transfer of data from a source to a destination machine cluster	13/458885	04/27/2012	9143562	09/22/2015
COBOL TO BYTECODE TRANSLATION	13/236,578	09/19/2011	8,601,453	12/03/2013
METHODS AND SYSTEMS FOR FORMING AN ADJUSTED PERFORM RANGE	14/140,090	12/24/2013	9,122,539	09/01/2015
METHODS AND SYSTEMS FOR FORMING AN ADJUSTED PERFORM RANGE	14/755,883	06/30/2015	9,645,803	05/09/2017
Method and system for determining dependencies in a mainframe development environment	11/848,161	08/30/2007	8,924,931	12/30/2014
SYSTEMS, DEVICES AND METHODS FOR AUTOMATIC DETECTION AND MASKING OF PRIVATE DATA	13/050,690	03/17/2011	10,534,931	01/14/2020