

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI747014

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| ADMIRAL SOFTWARE LLC f/k/a AMC Software LLC | 08/12/2024 |
| ROCKET SOFTWARE, INC. | 08/12/2024 |
| RECEIVING PARTY DATA | |
| Company Name: | WILMINGTON TRUST, NATIONAL ASSOCIATION |
| Street Address: | Rodney Square North |
| Internal Address: | 1100 North Market Street |
| City: | Wilmington |
| State/Country: | DELAWARE |
| Postal Code: | 19890 |
| PROPERTY NUMBERS Total: 7 | |
| Property Type | Number |
| Patent Number: | 11768767 |
| Patent Number: | 9143562 |
| Patent Number: | 8601453 |
| Patent Number: | 9122539 |
| Patent Number: | 9645803 |
| Patent Number: | 8924931 |
| Patent Number: | 10534931 |
| CORRESPONDENCE DATA | |
| Fax Number: | 3128622200 |
| <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> | |
| Phone: | 3128623135 |
| Email: | barbara.siepka@kirkland.com |
| Correspondent Name: | Ms. Barbara M Siepka |
| Address Line 1: | KIRKLAND & ELLIS LLP |
| Address Line 2: | 333 Wolf Point Plaza |
| Address Line 4: | Chicago, ILLINOIS 60654 |
| ATTORNEY DOCKET NUMBER: | 46748-20 |
| NAME OF SUBMITTER: | Barbara Siepka |

| | |
|---|----------------|
| SIGNATURE: | Barbara Siepka |
| DATE SIGNED: | 01/10/2025 |
| Total Attachments: 5 source=Rocket - Admiral Software Joinder - Notes Patent Supplement (Executed)_(117255546_1)#page1.tiff source=Rocket - Admiral Software Joinder - Notes Patent Supplement (Executed)_(117255546_1)#page2.tiff source=Rocket - Admiral Software Joinder - Notes Patent Supplement (Executed)_(117255546_1)#page3.tiff source=Rocket - Admiral Software Joinder - Notes Patent Supplement (Executed)_(117255546_1)#page4.tiff source=Rocket - Admiral Software Joinder - Notes Patent Supplement (Executed)_(117255546_1)#page5.tiff | |

GRANT OF
SECURITY INTEREST IN PATENT

This GRANT OF SECURITY INTEREST IN PATENT, dated as of August 12, 2024 (this “Agreement”), 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 “Grantor”, and collectively, the “Grantors”), in favor of Wilmington Trust, National Association, as the Notes Collateral Agent for the benefit of the First Lien Notes Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to (a) the Indenture, dated as of May 1, 2024 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “Indenture”), among ROCKET SOFTWARE, INC., a Delaware corporation (the “Issuer”), each of the subsidiaries of the Issuer listed on the signature pages thereto and Wilmington Trust, National Association, as the Trustee and Notes Collateral Agent and (b) the Security Agreement, dated as of May 1, 2024 (as it may be amended, restated, renewed, replaced or otherwise modified from time to time, the “Security Agreement”), by and among the Issuer, the Subsidiary Grantors (as defined therein) from time to time party thereto and the Notes Collateral Agent.

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Notes Collateral Agent, for the benefit of the First Lien Notes 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.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree 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 the Security Agreement, or if not defined therein, in the Indenture.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, each Grantor hereby grants to the Notes Collateral Agent, for the benefit of the First Lien Notes 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 “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 First Lien Notes 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 each 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 Notes 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 Grant of Security Interest in Patents.

5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the First Lien Notes 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.

8. Concerning the Notes Collateral Agent. Wilmington Trust, National Association, is entering this Agreement solely in its capacity as Notes Collateral Agent under the Indenture. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, indemnities and immunities granted to the Notes Collateral Agent in the Indenture and the Security Agreement as if such rights, privileges, indemnities and immunities were incorporated herein.

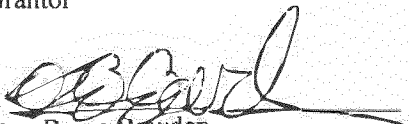
[Signature pages follow]

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.

ADMIRAL SOFTWARE LLC,
as Grantor

By: 
Name: Bruce Bowden
Title: President and Treasurer

ROCKET SOFTWARE, INC.,
as Grantor

By: 
Name: Bruce Bowden
Title: Senior Vice President, Chief Financial Officer &
Treasurer

[Grant of Security Interest in Patent]

PATENT
REEL: 069819 FRAME: 0712

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as the Notes Collateral Agent

By: 

Name: Barry D. Somrock

Title: Vice President

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 |