4/10/98

06-17-1998



- 41	RE 100740	T U.S. Department of Commerce
	10017	
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		Please record the attached original documents or popy thereof:
	Name and address of conveying party(ies):	2. Name and address of receiving part (65) JUN 1 0 1998
	Name: Citibank, N.A.	Name: Global Trading TRF Corb
	Address: 399 Park Avenue	(ADP Financial Services Inc.)
	New York, New York 10043	Address: One ADP Boulevard
		Roseland, New Jersey 07068
	To district the d	Individual(c) citizanshin
	Individual Association General Partnership Limited Partnership	Individual(s) citizenship: Association:
	X Corporation, State of Delaware	General Partnership:
	Other:	Limited Partnership:
		X Corporation, State of <u>Delaware</u>
	Additional name(s) of conveying party(ies) attached?	Other:
	Yes <u>X</u> No	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
		(Designation must be a separate document from Assignment)
		Additional name(s) of receiving party(ies) attached?
	•	
		Yes X No
	3. Nature of Conveyance:	
	X Assignment Merg	er
	Security Agreement Chan	ge of Name
	Execution Date: September 30, 1994	
	4. Application Number(s) or Registration Number(s):	B. Trademark Registration Number(s):
	A. Trademark Application Number(s).	GLOBAL REPORT R.N. 1,411,629 Dated: September 30, 1986 FX QUOTE R.N. 1,731,576 Dated: November 10, 1992
	Additional numbers attached? Yes No	TA QUOTE K.H. 1,751,570 Bullet. NOVEMBER 10, 1772
		Additional numbers attached? Yes _X No
	5. Name and address of party to whom correspondence concerning	6. Total applications and registrations involved: 2
	this document should be mailed:	o. Total applications and registrations involved.
	This document should be managed.	7. Total fee (37 C.F.R. § 3.41)(\$40.00 per assignment): \$80.00
	Name: Ms. Ginger McCormick	
		V D I
	Address: McCutchen, Doyle, Brown & Enersen, LLP Three Embarcadero Center	X Enclosed Authorized to be charged to deposit account.
	San Francisco, California 94111	X The Commissioner is authorized to charge underpayment
	Out Children Anna Children	of any fees or credit any overpayment to deposit Account
85 14 5 14	AAA	Number 13-0257.
96/16/1	998 DCDATES 00000119 1411629	0. 0. 74 (2) 12 0257
01 FC:4	81 40.00 OP	8. Deposit Account Number: 13-0257
02 FC:4	0E 3E AA AB	
03 FC:9	98 15.00 Q0 DO NOT USE	THIS SPACE
	9. Statement and signature.	
	To the best of my knowledge and belief, the foregoing information is true and correct and any attached come is a true copy	
	of the original document.	\(\alpha\)\(\)\(\)\(\)\(\)\(\)
	Ginger L. McCormick	en 1 (2) (9) 98
	Name \ Signature	SS Date
Void date	te: 06/16/1998 DCOATES	
06/16/19	oda nonatro aaaaani 1411499 Lotal number of pages including cover sneet, attaching nts and document:	
02 FC:48		9 <u>=</u>
	Mail documents to be recorded with Commissioner of Pate required cover sheet information to: Box Assignments	ents and tradellidates
	Washington, D.C. 20	

TR**ÆB**MARK 06/04/98 02:40 PM

REEL: 1740 FRAME: 0880

UNITED STATES OF AMERICA

ASSIGNMENT

THIS DEED OF ASSIGNMENT, effective the 30 day of September 1974
BETWEEN Citibank, N.A., a national banking association
organized and existing under the laws of the United States of
America, located at 399 Park Avenue, New York, New York 10043,
United States of America (hereinafter referred to as "The
Assignor"), and Global Trading TRF Corp., a corporation
organized and existing under the laws of the United States of
America, located at c/o ADP Financial Services, Inc. of 201
East Park Drive, Mount Laurel, New Jersey, United Stated of
America (hereinafter referred to as "The Assignee")

WHEREAS The Assignor, is the owner of the trademarks and registrations the particulars of which are set out in the Schedule of Trademarks attached hereto (hereinafter referred to as "the Trademarks")

WHEREAS, The Assignee, is desirous of acquiring the Trademarks together with the trademark registrations therefor and the goodwill associated therewith;

NOW, THEREFORE, THIS DEED OF ASSIGNMENT WITNESSES as follows:

1. For good and valuable consideration, receipt of which is
hereby acknowledged, The Assignor does hereby assign unto The

TRADEMARK REEL: 1740 FRAME: 0881 Assignee, all right, title and interest in and to the Trademarks, and all of the goodwill of the business connected therewith and all common law or other rights which The Assignor may have in the Trademarks.

- 2. The Assignor will do and execute all acts, deeds and documents necessary to enable the Trademarks to be registered in the name of The Assignee.
- 3. Notwithstanding anything to the contrary in this
 Assignment, The Assignee shall not assume any liabilities,
 obligations or commitments of The Assignor or any of its
 affiliates (or any predecessor of any thereof), whether
 absolute, accrued, contingent, known or unknown or otherwise,
 based on or arising out of or in connection with The Assignor's
 or such affiliates' (or such predecessors') ownership,
 possession or use of the Trademarks, on or prior to the date
 hereof.

TRADEMARK REEL: 1740 FRAME: 0882 IN WITNESS WHEREOF, the parties hereto have caused this Deed of Assignment to be duly executed by their respective officers duly authorized in that behalf as of the day and year first written above.

Citibank, N.A.

By Mill

Dated: Sepkule 30,1994

Global Trading TRF Corp.

By William T-Cause

Dated: Sepkular 30, 1994

ASSIGNMENT

For good and valuable consideration, Citibank, N.A., a Delaware corporation assigns, conveys and transfers its intellectual property rights, including, without limitation, copyright and trade secrets in and to the following listed product to Global Trading TRF Corp., a Delaware corporation.

F/X QUOTE

The Assignment of the above mentioned product also includes the assignment to Global Trading TRF Corp. of Citibank N.A.'s intellectual property rights in any written documentation or user manuals pertaining to this product. The parties understand and agree that any and all enhancements, modifications, translations or derivatives of the above mentioned product developed by Global Trading TRF Corp. shall be the sole and exclusive property of Global Trading TRF Corp.

Citibank N.A. agrees to execute such further forms as may be reasonably required to evidence or record this assignment.

This assignment shall be effective September 30, 1994.

IN WITNESS WHEREOF, the undersigned, a duly authorized representative of Citibank N.A. hereby executes this Assignment.

CITIBANK N	I.A.
Ву:	yrup.M
Name:	
Title:	
Date:	September 30, 1994

TRADEMARK REEL: 1740 FRAME: 0884