

01-06-1999

Recordation Form



Department of Commerce
Patent and Trademark Office

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100936323

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

MRD 12-28-98

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OPR/FINANCE

1. Name of conveying party(ies)
Cantor Fitzgerald Incorporated

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State Nevada
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

2. Name and address of receiving party(ies):
Name: Cantor Fitzgerald, L.P.
Internal Address: Cantor Fitzgerald L.P.
Street Address: One World Trade Center, Ste. 104
City: New York State: NY Zip: 10048

Individual(s) citizenship _____
 Association _____
 General Partnership: _____
 Limited Partnership: Delaware
 Corporation - State: _____
 Other _____

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) & address(es) attached:
 Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s): _____ B. Trademark Registration No.(s): 1, 761, 663

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning documents should be mailed:
Name: Anna C. Silva, Esq.
Internal Address: Gibson, Dunn & Crutcher
Telesis Tower, 31st Floor
Street Address: One Montgomery Street
City San Francisco State CA Zip 94104

6. Total number of applications and registrations involved _____

7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 50-0440
(Attach duplicate copy of this page if paying by deposit account)

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 copy is a true copy of the original document.

Anna C. Silva _____
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: _____

OMB No. 0651-0011

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing this document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT is entered into this 25th day of September, 1992, by and between Cantor Fitzgerald Incorporated, a Nevada corporation ("Assignor"), and Cantor Fitzgerald, L.P., a Delaware limited partnership ("Assignee").

WHEREAS, except as otherwise provided herein, Assignor has agreed to transfer and assign all its assets, properties and business of every kind and character, real, personal or mixed, tangible or intangible, wherever situated (collectively, the "Assigned Assets"), and all its liabilities and obligations of every kind and character including, without limitation, all tax liabilities and all liabilities and obligations to its customers (collectively, the "Assumed Liabilities") to the Assignee pursuant to the Agreement of Limited Partnership dated as of September 25, 1992 (the "Partnership Agreement") in return for a partnership interest in the Assignee and certain other consideration as specified in the Partnership Agreement; and

WHEREAS, Assignee has agreed to accept the transfer and assignment of all the Assigned Assets and assume all of the Assumed Liabilities;

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Subject to paragraph 4 below, Assignor, for itself, its successors and assigns, hereby irrevocably assigns, transfers, conveys, grants, bargains, sells and delivers to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Assigned Assets and all of Assignor's liabilities and obligations under the Assumed Liabilities from and after the date hereof.

2. Assumption. Assignee hereby assumes and agrees to keep, perform and fulfill all the terms, covenants, conditions and obligations relating to the Assigned Assets and the Assumed Liabilities (including, without limitation, all tax liabilities, all liabilities and obligations to its

customers, and the making of any and all payments due and payable under any agreements) arising from and after the date hereof.

3. Power of Attorney. Assignor hereby constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor, with full power of substitution, in the name of Assignee or in the name of Assignor, but for the benefit and at the expense of Assignee:

(a) to collect, demand and receive any and all Assigned Assets hereby assigned to Assignee or intended so to be;

(b) to institute and prosecute any and all actions, suits or proceedings which Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Assigned Assets hereby assigned to Assignee or intended so to be, to defend or compromise any and all actions, suits or proceedings in respect of any of such Assigned Assets, and to do all such acts and things in relation thereto as Assignee shall deem available;

(c) to take any and all other reasonable action designed to vest more fully in Assignee the Assigned Assets hereby assigned to Assignee or intended so to be and in order to provide for Assignee the benefit, use, enjoyment and possession of such Assigned Assets; and

(d) to take any and all other reasonable action designed to vest more fully in Assignee the Assigned Assets hereby assigned to Assignee or intended so to be in order to provide for Assignee the benefit, use, enjoyment and possession of such Assigned Assets.

Assignor acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable by it or upon its subsequent dissolution or in any manner or for any reason. Assignee shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest with respect thereto.

4. Assets not Assigned. Notwithstanding anything herein to the contrary, this General Assignment and Assumption Agreement shall not be deemed an assignment to Assignee of (i) that certain Agreement of Lease (Lease No.

WT-2104-A-104 & 105 (1393)) dated as of October 12, 1978, by and between Cantor Fitzgerald Securities Corp., a Delaware corporation ("CFSC"), and The Port Authority of New York and New Jersey, a body corporate and politic, created by compact between the States of New Jersey and New York with the consent of the Congress of the United States of America ("Overlandlord") as amended by a Supplemental Agreement No. 1 thereto dated as of March 29, 1982, a Supplemental Agreement No. 2 thereto dated as of April 15, 1983, a Supplemental Agreement No. 3 thereto dated as of April 30, 1986, and a Supplemental Agreement No. 4 thereto dated as of April 30, 1987; (ii) that certain Agreement of Lease (Lease No. WT-2104-S-253 (1393)) dated as of May 22, 1981, by and between CFSC and Overlandlord, as amended by Supplemental Agreement No. 1 thereto dated as of March 14, 1983, Supplemental Agreement No. 2 thereto dated as of June 27, 1984, Supplemental Agreement No. 3 thereto dated as of May 31, 1986, Supplemental Agreement No. 4 thereto dated as of March 31, 1987, Supplemental Agreement No. 5 thereto dated as of July 18, 1987, Supplemental Agreement No. 6 thereto dated as of May 7, 1988, Supplemental Agreement No. 7 thereto dated as of October 24, 1989, Supplemental Agreement No. 8 thereto dated as of March 19, 1991 and Supplemental Agreement No. 9 thereto dated as of February 29, 1992; or (iii) any contract or agreement, to the extent that an attempted assignment thereof, without a required consent of the other party to such contract or agreement, would constitute a breach thereof, until such time as the consent of such other party to the assignment of such contract or agreement shall have been obtained; provided, however, that if the provisions of such contract or agreement would prohibit any attempted assignment thereof without the consent of the other party to such contract or agreement, even though such attempted assignment would not become effective until such consent was obtained, then this General Assignment and Assumption Agreement shall not be deemed to be an assignment of such contract or agreement.

5. No Rights in Third Parties. Nothing expressed or implied herein is intended to confer upon any person, other than Assignor and Assignee and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this General Assignment and Assumption Agreement.

6. Counterparts. This General Assignment and Assumption Agreement may be executed with counterpart signature pages or in multiple counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument.

7. Governing Law. THIS GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES THEREOF, EXCEPT IF IT IS NECESSARY IN ANY OTHER JURISDICTION TO HAVE THE LAW OF SUCH OTHER JURISDICTION GOVERN THIS GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT IN ORDER FOR THIS GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT TO BE EFFECTIVE WITH RESPECT TO A PARTICULAR AGREEMENT OR OTHER ASSIGNED ASSET, THEN THE LAWS OF SUCH OTHER JURISDICTION SHALL GOVERN THIS GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT WITH RESPECT TO SUCH AGREEMENT OR OTHER ASSIGNED ASSET.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this General Assignment and Assumption Agreement on the day and year first above written.

CANTOR FITZGERALD INCORPORATED,
as Assignor

By: 

Name: Howard W. Lutnick
Title: Executive Vice
President

CANTOR FITZGERALD, L.P.,
as Assignee

By: Cantor Fitzgerald
Incorporated,
as general partner

By: 

Name: Harry Needleman
Title: Senior Vice
President

[Assignment to CFLP]

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