

DATE OF DEPOSIT: March 25, 1999

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04-06-1999



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

3.26.99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

04/05/1999 DNGUYEN 00000201 1812354

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01 FC:481
02 FC:482

40.00 OP
75.00 OP

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

TRADEMARK
REEL: 1878 FRAME: 0488

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

E

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

William E. Devitt

William E. Devitt

2/25/1999

Name of Person Signing

Signature

Date Signed

ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is made and entered into as of this 30th day of November, 1998 (the "Effective Date"), by and between the Board of Trade of the City of Chicago, a voluntary membership association created by special act of the Illinois General Assembly ("Assignor"), and Ceres Trading Limited Partnership, a Delaware limited partnership ("Assignee").

WHEREAS, Assignor is the registered owner of certain U.S. copyright registrations in Project A software and documentation listed in Schedule A attached hereto (the "Copyrights");

WHEREAS, Assignor is the registered owner of certain U.S. and foreign trademark registrations and applications in Project A listed in Schedule B attached hereto and the goodwill related thereto (the "Trademarks");

WHEREAS, the Project A Intellectual Property includes and is defined herein as the Copyrights; the Trademarks; any and all ideas, inventions (whether or not patentable or reduced to practice), designs, developments, devices, methods or processes relating to Project A; all patents and patent applications related thereto; any copyrightable work or mask work and all registrations and applications for registration related thereto; all information, in any form or medium, that relates to Project A; and all proprietary and intellectual property rights and all copies and tangible embodiments of the foregoing (in whatever form of medium) owned by, issued to or licensed to Assignor, along with all income, royalties, damages and payments due or payable as of the Effective Date or thereafter (including, without limitation, damages and payments for past or future infringements or misappropriations thereof), the right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world and all goodwill associated with the foregoing; and

WHEREAS, Assignor transferred to Assignee equitable title in and to the Project A Intellectual Property pursuant to the Ceres Trading Limited Partnership Agreement of Limited Partnership dated as of March 9, 1992 ("Ceres Agreement");

WHEREAS, Assignor now desires to transfer to Assignee all right, title and interest in and to the Project A Intellectual Property;

NOW, THEREFORE, pursuant to the Ceres Agreement, and for the good and valuable consideration acknowledged thereunder, effective as of the Effective Date, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Project A Intellectual Property, for the United States and for all foreign countries, including, but not limited to, any and all renewals and extensions of such Project A Intellectual Property rights that may be secured under laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Copyrights, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, and all goodwill associated with the foregoing.

Assignor authorizes and requests the United States Registrar of Copyrights to record Assignee as the assignee and owner of the Copyrights.

Assignor authorizes and request the United States Patent and Trademark Office to record Assignee as the assignee and owner of the U.S. Trademarks.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any patent, copyright or trademark applications relating to Project A; (2) in the prosecution or defense of any Patent and Trademark Office or Copyright Office proceedings, infringement, or other proceedings that may arise in connection with any of the Project A Intellectual Property, including, but not limited to, testifying as to any facts relating to the Project A Intellectual Property or this Assignment; (3) in obtaining any additional protection for Project A that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.

* * * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this ~~30th~~ day of November, 1998.

For Assignor:



Name: Thomas R. Donovan

Title: President & CEO, Chicago Board of Trade

For Assignee:



Name: Thomas R. Donovan

Title: President & CEO of General Partner of
Ceres Trading Limited Partnership

STATE OF Illinois)
) SS.
COUNTY OF Cook)

On this 30 day of Nov., 1998, there appeared before me Thomas R. Donovan personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Chicago Board of Trade.

Patricia F. Healy
Notary Public



STATE OF Illinois)
) SS.
COUNTY OF Cook)

On this 30 day of Nov., 1998, there appeared before me Thomas R. Donovan personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Ceres Trading Limited Partnership.

Patricia F. Healy
Notary Public



SCHEDULE A

U.S. COPYRIGHTS

<u>Title</u>	<u>Registration No.</u>	<u>Date</u>
Project A Multi Access Book Version 3.0	TX 4-576-111	Oct. 14, 1997
Project A User Manual	TX 4-576-112	Oct. 14, 1997
Opening Match Algorithm Version 3.2	TX 4-621-495	Aug. 21, 1997
Trade Match Algorithm Version 3.0	TX 4-621-496	Aug. 21, 1997
Project A Master Terminal Operator Manual	TX 4-648-607	Oct. 14, 1997

SCHEDULE B

TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>(Application No.) Registration No.</u>	<u>(Appl. Date) Regis. Date</u>
United States	PROJECT A (Class 35, 36)	1,812,355	12/21/93
United States	PROJECT A and Design (Class 35, 36)	1,812,354	12/21/93
United States	PROJECT A (Class 9)	1,949,361	1/16/96
United States	PROJECT A and Design (Class 9)	1,949,360	1/16/96
Germany	PROJECT A (Class 9, 35, 36)	(39719948.1)	(5/2/97)
Germany	PROJECT A and Design (Class 9, 35, 36)	397 19 951	7/9/97
Great Britain	PROJECT A (Class 9, 35, 36)	(2130743)	(4/24/97)
Great Britain	PROJECT A and Design (Class 9, 35, 36)	(2130701)	(4/24/97)
Switzerland	PROJECT A (Class 9, 35, 36)	(02879/1998)	(1998)
Switzerland	PROJECT A and Design (Class 9, 35, 36)	(02880/1998)	(1998)