

08-19-1999

P.5

Record as of 12-28-99

Recordation Form Cov

Department of Commerce  
Trademark Office

TRADEMARK

101101990

To the Honorable Commissioner of Patents and Trademarks, Please record the attached original documents or copy 101101990

## 1. Name of conveying party(ies)

Cantor Fitzgerald, L.P.

1998 DEC 28 AM 9:36

OPR/FINANCE

☐ Individual(s) ☐ Association  
☐ General Partnership ☒ Limited Partnership  
☐ Corporation - State ☐  
☐ 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: 9-25-92

## 2. Name and address of receiving party(ies):

Name: Cantor Fitzgerald Securities

Internal Address: Cantor Fitzgerald Securities

Street Address: One World Trade Center, Ste. 104

City: New York State: NY Zip: 10048

☐ Individual(s) citizenship ☐  
☐ Association ☐  
☒ General Partnership: New York  
☐ Limited Partnership: ☐  
☐ 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) &amp; 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 &amp; 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: 5

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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REEL: 001916 FRAME: 0279

## EXECUTION COPY

GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT is entered into this 25<sup>th</sup> day of September, 1992, by and between Cantor Fitzgerald, L.P., a Delaware limited partnership ("Assignor"), and Cantor Fitzgerald Securities, a New York general partnership ("Assignee").

WHEREAS, Cantor Fitzgerald & Co., Inc., a New York corporation ("CF&C"), and Cantor Fitzgerald Fixed Income Brokers, Inc., a New York corporation ("CFFIB"), were merged into Cantor Fitzgerald Securities Corp., a Delaware corporation ("CFSC"), on September 25, 1992;

WHEREAS, CFSC, Cantor Fitzgerald Brokerage Corp., a New York corporation ("CFBC"), Cantor Fitzgerald FX International Ltd., a New York corporation ("FX"), and Cantor Fitzgerald Asset Brokerage Corp., a New York corporation ("CFAB"), were merged into Cantor Fitzgerald Incorporated, a Nevada corporation ("CFI"), on September 25, 1992;

WHEREAS, CFI entered into a General Assignment and Assumption Agreement, dated as of the date hereof, pursuant to which it transferred all its assets and liabilities to Assignor, except as otherwise provided therein;

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, except for those assets originally held by CFI immediately prior to its mergers with CFSC, CFBC, FX, and CFAB, (collectively, the "Assigned Assets") and all its liabilities and obligations of every kind and character, except for those liabilities and obligations originally owed by CFI immediately prior to its mergers with CFSC, CFBC, FX, and CFAB, but including, without limitation, all tax liabilities and all liabilities and obligations to its customers (collectively, the "Assumed Liabilities") to the Assignee pursuant to the Cantor Fitzgerald Securities General Partnership Agreement dated as of September 25, 1992 (the "Partnership Agreement") in return for the partnership interest in the Assignee and certain other consideration specified in the Partnership Agreement; and

WHEREAS, Assignee has agreed to accept the transfer and assignment of all of 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 a 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, L.P.,  
as Assignor

By: Cantor Fitzgerald Incorporated,  
as general partner

By: 

Name: Howard W. Lutnick  
Title: Executive Vice  
President

CANTOR FITZGERALD SECURITIES,  
as Assignee

By: Cantor Fitzgerald, L.P.,  
as general partner

By: Cantor Fitzgerald  
Incorporated,  
as general partner

By: 

Name: Harry Needleman  
Title: Senior Vice  
President

[Assignment to Cant. Fitz. Sec.]

NA922260.135



**UNITED STATES DEPARTMENT OF COMMERCE**  
**Patent and Trademark Office**  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

APRIL 08, 1999

GIBSON, DUNN & CRUTCHER  
ANNA C. SILVA, ESQ.  
TELESIS TOWER, 31ST FLOOR  
ONE MONTGOMERY STREET  
SAN FRANCISCO, CA 94104

PTAS  
**RECEIVED**

APR 19 1999

A.C.S.



\*100935887A\*

**UNITED STATES PATENT AND TRADEMARK OFFICE**  
**NOTICE OF NON-RECORDATION OF DOCUMENT**

DOCUMENT ID NO.: 100935887

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THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. THE PERSON SUBMITTING THE DOCUMENT MUST SIGN AND DATE THE DOCUMENT.

LAWAN FLETCHER, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS