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12-03-1999

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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11-19-1999

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101213511

Attached original documents or copy thereof.

U.S. Patent & TMO/TM Mail Rcpt Dt. #47

Commissioner of Pat

1. Name of conveying party(ies):

The International Stock Exchange of The United Kingdom and The Republic of Ireland Limited

- Individual(s)
- General Partnership
- Corporation-State
- Other United Kingdom limited liability company
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Combined Assignment Agreement
- Merger
- Change of Name

Execution Date: APRIL 29, 1998

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

Name: ICV LIMITED

Internal Address: 58-64 City Road

Street Address: 58-64 City Road

City: LONDON ENGLAND State: EC1Y 2AL ZIP:

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other British limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations 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)

1 654 481 TOPIC - Cls. 36, 38 & 42

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: CHARLES E. BAXLEY, ESQUIRE

Internal Address: 59 JOHN ST - 5 FL
NEW YORK, NY 10038

Street Address: 59 JOHN ST - 5 FL

City: NEW YORK State: NY ZIP: 10038

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41):..... \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

Only for any deficiency or overpayment

8. Deposit account number:

02-1435

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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01 FC:481

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.

CHARLES E. BAXLEY

Name of Person Signing

Charles E. Baxley

Signature

17 NOVEMBER 1999

Date

Total number of pages comprising cover sheet:

1

TRADEMARK
REEL: 001995 FRAME: 0010

TOPIC TRADE MARK ASSIGNMENT

This Assignment is made the 29th day of April 1998

BETWEEN

- (1) **LONDON STOCK EXCHANGE LIMITED** (trading as "London Stock Exchange") of Old Broad Street, London EC2N 1HP (formerly **THE INTERNATIONAL STOCK EXCHANGE OF THE UNITED KINGDOM AND THE REPUBLIC OF IRELAND LIMITED**) ("the Assignor"), and
- (2) **ICV LIMITED** of 58-64 City Road, London, EC1Y 2AL ("the Assignee")

WHEREAS

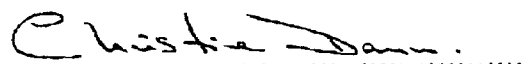
The Assignor is the proprietor of the registered Trade Marks particulars of which are set out in the Schedule hereto ("the Trade Marks").

IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the sum of £400,000 now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor does **HEREBY ASSIGN** and transfer with full title guarantee (a) all of its right title and interest in the Trade Marks with the goodwill attaching to the Trade Marks to the Assignee and (b) the right to sue for and retain damages and other relief in respect of any infringement or unlawful use of the Trade Marks which may have occurred before the date of this Topic Trade Mark Assignment.
2. The Assignor shall, at the cost of the Assignee, do and execute or procure that there shall be done and executed all such documents deeds matters acts and things as the Assignee may at any time reasonably require properly in order to vest the Trade Marks in the Assignee.

**SCHEDULE
Registered Trade Marks**

<u>Reg No</u>	<u>Territory</u>	<u>Mark</u>	<u>Classes</u>
A489213	Australia	TOPIC	35
A489214	Australia	TOPIC	36
A489215	Australia	TOPIC	38
A489216	Australia	TOPIC	42
444893	Benelux	TOPIC	35,36,38
1590029	France	TOPIC	35,36,38
1334192	United Kingdom	TOPIC	36
1334193	United Kingdom	TOPIC	38
1334194	United Kingdom	TOPIC	42
1291118	United Kingdom	TOPIC	35
1260149	Spain	TOPIC	35
1260150	Spain	TOPIC	36
1260151	Spain	TOPIC	38
1260152	Spain	TOPIC	42
1689231	USA	TOPIC	35
1484722	USA	TOPIC (Stylised)	42
1654481	USA	TOPIC	36,38,42

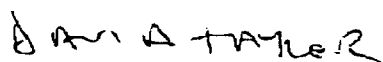


Director C.C.D.

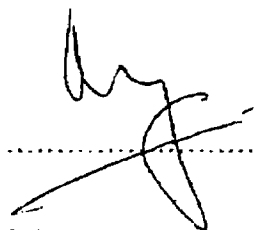
Signed for and on behalf of
LONDON STOCK EXCHANGE LIMITED



Director/Secretary K.P.



Signed for and on behalf of
ICV LIMITED



263dra

Schedule 1

TOPIC TRADE MARK ASSIGNMENT

This Assignment is made the day of 1998

BETWEEN

- (1) **LONDON STOCK EXCHANGE LIMITED** (trading as "London Stock Exchange") of Old Broad Street, London EC2N 1HP (formerly **THE INTERNATIONAL STOCK EXCHANGE OF THE UNITED KINGDOM AND THE REPUBLIC OF IRELAND LIMITED**) ("the Assignor"), and
- (2) **ICV LIMITED** of 58-64 City Road, London, EC1Y 2AL ("the Assignee")

WHEREAS

The Assignor is the proprietor of the registered Trade Marks particulars of which are set out in the Schedule hereto ("the Trade Marks").

IT IS HEREBY AGREED AS FOLLOWS:

- 1. In consideration of the sum of £400,000 now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor does **HEREBY ASSIGN** and transfer with full title guarantee (a) all of its right title and interest in the Trade Marks with the goodwill attaching to the Trade Marks to the Assignee and (b) the right to sue for and retain damages and other relief in respect of any infringement or unlawful use of the Trade Marks which may have occurred before the date of this Topic Trade Mark Assignment.
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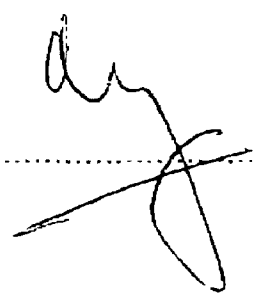
**SCHEDULE
Registered Trade Marks**

<u>Reg No</u>	<u>Territory</u>	<u>Mark</u>	<u>Classes</u>
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1260150	Spain	TOPIC	36
1260151	Spain	TOPIC	38
1260152	Spain	TOPIC	42
1689231	USA	TOPIC	35
1484722	USA	TOPIC (Stylised)	42
1654481	USA	TOPIC	36,38,42

.....
Director

Signed for and on behalf of
LONDON STOCK EXCHANGE LIMITED

.....
Director/Secretary



DAVID A TAYLOR
Signed for and on behalf of
ICV LIMITED

263dra

This Agreement is made the 29th day of April 1998

BETWEEN

- (1) **LONDON STOCK EXCHANGE LIMITED** (trading as "London Stock Exchange") of Old Broad Street, London EC2N 1HP ("the Exchange") and
- (2) **ICV LIMITED** of 58-64 City Road, London, EC1Y 2AL ("ICV")

WHEREAS

- A. ICV and the Exchange entered into a Service Management and Transfer Agreement dated 21 July 1993 ("the Collaboration Agreement") which governs use by ICV of the Exchange's Logo and TOPIC trade mark in connection with its TOPIC and MARKET EYE services.
- B. The parties have agreed that they wish to agree a termination date for the Collaboration Agreement of 28 February 1999 and to vary certain provisions (including those relating to payment) of the Collaboration Agreement in the meantime.
- C. The parties have further agreed that the Exchange shall assign its TOPIC trade mark to ICV.

IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

In this Agreement:

- 1.1 "Effective Date" shall mean the date of this Agreement;
- 1.2 "Exchange Logo" shall have the meaning given to it in the Collaboration Agreement;
- 1.3 "LMIL Agreements" shall mean the London Market Information Link Order Form and User Agreement and London Market Information Link Licence Agreement (as amended from time to time) both dated 26 March 1997 and entered into by the Exchange and Primark Holding Corporation of 8251 Greensboro Drive, Suite 700, McLean, Virginia, USA;
- 1.4 "New Service Net Revenue", "DTU Net Revenue", "non-DTU Net Revenue", "Market Eye Net Revenue" and "Market Eye Licensing Revenue" shall each have the meaning given to them in the Collaboration Agreement;

- 1.5 "Termination Date" shall mean 28 February 1999;
- 1.6 "TOPIC Trade Mark" shall mean all the rights of the Exchange in and to the name "TOPIC" and all registrations in whatever country obtained thereof (details of which are set out in the Schedule to the Trade Mark Assignment);
- 1.7 "Trade Mark Assignment" shall mean the Trade Mark Assignment set out at Schedule 1 hereto;

2. Termination of Collaboration Agreement

2.1 The parties agree that the Collaboration Agreement shall terminate on the Termination Date. Such termination shall not affect any accrued rights or liabilities of either party nor shall it affect the continuance in force of any provision of the Collaboration Agreement which is expressly or by implication intended to come into or continue in force on or after termination.

3. Variation of the Collaboration Agreement prior to Termination Date

- 3.1 With effect from the Effective Date ICV shall:
 - 3.1.1 no longer be liable to pay the royalty fee on the New Service Net Revenue, the DTU Net Revenue, the non-DTU Net Revenue, the Market Eye Net Revenue or the Market Eye Licensing Revenue;
 - 3.1.2 not be required to perform the computation and reporting obligations contained at clause 14 of the Collaboration Agreement (without prejudice to ICV's responsibilities under the LMIL Agreements);
 - 3.1.3 be subject to the LMIL Agreements and shall pay the applicable charges in order to receive any of the information provided by the Exchange as part of London Market Information Link ("LMIL Data"). For the avoidance of doubt, any use or redistribution of LMIL Data by ICV shall only be on the terms and conditions set out in the LMIL Agreements and any provision of the Collaboration Agreement which entitled ICV to receive LMIL Data shall be of no effect.
- 3.2 In consideration of the Exchange allowing ICV to use the Exchange Logo until the Termination Date and the TOPIC Trade Mark until the Effective Date in accordance with the terms of the Collaboration Agreement, ICV shall pay to the Exchange the sum of £1,160,506 (one million one hundred and sixty thousand five hundred and six pounds) in accordance with clause 5.

4. Assignment of TOPIC Trade Mark

- 4.1.1 With effect from the Effective Date the Exchange shall assign the TOPIC Trade Mark to ICV.
- 4.1.2 Subject to Clause 4.4, the Exchange represents, warrants and undertakes to ICV that:
- (i) it can properly enter into and perform this Agreement and that the execution of this Agreement by the Exchange has been duly authorised by and on behalf of the Exchange;
 - (ii) it has good and marketable title to the Trade Mark, which will be transferred by the Exchange free from all charges, encumbrances, security interests and/or other impediments and will not in any way be subject to any licence or user agreement not disclosed in writing to ICV; and
 - (iii) subject to the best of the Exchange's knowledge and belief, the Trade Mark is not being infringed in any part of the world and the Exchange has not made any claim that the Trade Mark is being infringed in any part of the world.

The warranties in this Clause 4.1.2 shall survive the termination of this Agreement.

- 4.2 The Exchange shall deliver to ICV the Trade Mark Assignment executed by the Exchange with the signed copy of this Agreement.
- 4.3 In consideration of the assignment of the TOPIC Trade Mark, ICV shall pay to the Exchange the sum of £400,000 (four hundred thousand pounds sterling) in accordance with clause 5.
- 4.4 ICV shall not be entitled to claim that any fact or any combination of facts constitutes a breach of any warranty or term or condition of this Agreement (express or implied) to the extent that such fact or combination of facts is:
- 4.4.1 known to ICV at the date of signature of this Agreement; or
 - 4.4.2 a matter of public record at any patent registry, trade mark registry or their equivalent anywhere in the world.
- 4.5 The Exchange will not in any circumstances be liable either in contract, tort (including negligence) or otherwise for loss, whether direct or indirect, of profits, business or anticipated savings, nor for loss, whether direct or indirect, caused by wasted management time nor for any indirect or consequential loss howsoever arising.

4.6 In no circumstances shall the aggregate liability of the Exchange for loss or damage whatsoever arising out of or in connection with this Agreement (including any loss or damage arising from negligence) in respect of any one or more events or series of events (whether connected or unconnected) exceed the sum of £400,000.

4.7 The limitations on liability in this clause 4 shall not apply to the Exchange's liability for death or personal injury resulting from its negligence nor to the Exchange's liability for fraudulent misrepresentation.

5. Payment

5.1 Payment of the sums specified in clauses 3.2 and 4.3 shall be made by ICV (without set-off, deduction or counterclaim) in four instalments as follows:

5.1.1	On execution of this Agreement	-	£400,000 (in respect of the assignment of the TOPIC Trade Mark)
		-	£290,506
	1 July 1998	-	£290,000
	1 October 1998	-	£290,000
	31 January 1999	-	£290,000

5.2 All payments contemplated by this Agreement are stated exclusive of Value Added Tax, which shall be added as required at the appropriate rate.

5.3 If any sum payable under this Agreement is not paid within 7 days after the due date then (without prejudice to the Exchange's other rights and remedies) the Exchange reserves the right to charge interest on such sum on a day to day basis from the date or last date for payment thereof to the date of actual payment (both dates inclusive) at the rate of 2 per cent above the base rate of Midland Bank from time to time in force compounded quarterly. Such interest shall be paid on demand by ICV.

5.4 ICV shall bear the expense of any stamp duty payable in relation to this Agreement. Upon written request from the Exchange, ICV will arrange for a stamped copy of the Trade Mark Assignment to be returned to the Exchange within 30 days of such request.

6. Announcements

6.1 No announcement concerning the subject matter of this Agreement or associated matters shall be made by a party without the prior written consent of the other.

7. Notices

7.1 Any notice to be given under this Agreement shall be in writing, and shall be delivered personally or sent by facsimile or pre-paid registered post if to the Exchange addressed to the Head of Information and Business Services at London Stock Exchange, London, EC2N 1HP fax 0171 410 6872 and if to ICV addressed to the Company Secretary, at ICV Limited, 58-64 City Road, London EC1Y 2AL, at fax 0171 253 0171 or otherwise to any other person, address or facsimile number of whom or of which notice has been given in accordance with this clause.

7.2 Such notices shall be deemed to be effective the next working day after delivery or transmission if delivered personally or sent by facsimile and shall be deemed effective 2 days after posting if sent by registered post.

8. Waiver

8.1 No act, course of conduct, failure to act, delay or acquiescence by a party shall result in that party being taken to have waived or otherwise being precluded (permanently or temporarily) from enforcing any right against any other party, save for a notice to that effect given to that other party specifying this clause and the right in question.

9. Variation

9.1 No amendment or other variation to this Agreement shall be effective unless it is in writing is dated and is signed by or on behalf of each of the parties hereto.

10. Law

10.1 This Agreement and the documents to be entered into under it shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts in respect of any matter or dispute arising in connection with this Agreement or any such document.

ACCORDINGLY this Agreement has been entered into by each of the parties on the date set out on page one.

Christie Dawn

Signed for and on behalf of
**LONDON STOCK EXCHANGE
LIMITED**

[Signature]

Signed for and on behalf of
ICV LIMITED

DAVID TAYLOR

B

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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Assignee/
Registrant   :   ICV Limited
:
Former
Registrant   :   International Stock Exchange of The
:               United Kingdom and The Republic
:               of Ireland Limited, The
:
Registration :   1 654 481
:
Issued       :   August 20, 1991
:
Service Mark :   TOPIC
:
Classes      :   36, 38 & 42
:
-----X

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Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Dear Sir:

**SUBSTITUTE POWER OF ATTORNEY
AND APPOINTMENT OF DOMESTIC REPRESENTATIVE**

ICV LIMITED (British limited liability company) having an address at 58-64 City Road, London England EC1Y 2AL, is Registrant herein by virtue of an Assignment Instrument executed April 29, 1998 from former registrant, The International Stock Exchange of the United Kingdom and the Republic of Ireland Limited. Said Assignment Instrument is today being forwarded concurrently to USPTO's Assignment Recordal Branch

under separate cover for recordation. As Registrant, ICV LIMITED hereby revokes any prior Powers of Attorney and appoints CHARLES E. BAXLEY, ESQUIRE, a Registered United States Patent Attorney (Reg. No. 20,149) and JOSEPH T. MURRAY, ESQUIRE both Members of the Bar of the State of New York of:

HART, BAXLEY, DANIELS & HOLTON
59 John Street - Fifth Floor
New York, New York 10038

Tel: (212) 791-7200
Fax: (212) 791-7276

its Attorneys to prosecute and maintain this Registration , with full powers of substitution and revocation, to transact all business in the United States Patent and Trademark Office in connection herewith and to receive all communications hereon and any Certificates of Renewal Registration.

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Registrant further hereby designates CHARLES E. BAXLEY, ESQUIRE and JOSEPH T. MURRAY, ESQUIRE of Hart, Baxley, Daniels & Holton, whose postal address is set forth above, as its Domestic Representatives upon whom notices and/or processes may be served in proceedings affecting this Service Mark.

ICV LIMITED
Registrant

By: D. Hameu
Name: DOROTA WARREN
Title: SECRETARY
(Company Officer)
Date: 26 October 1999

Post Office Address of Declarant:

58-64 City Road
London, EC1Y 2AL
ENGLAND