

02-20-2001

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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 Effective Date
Month Day Year
- Change of Name
- Other

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/AKA/TA

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

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 002237 FRAME: 0740

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

703-218-2109

Name

Leslye S. Fenton, Esq.

Address (line 1)

Odin, Feldman & Pittleman, PC

Address (line 2)

9302 Lee Highway, Suite 1100

Address (line 3)

Fairfax, Virginia 22031

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

1513448	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

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.

Leslye S. Fenton

Leslye S. Fenton

10/23/00

Name of Person Signing

Signature

Date Signed

TRADEMARK AND COPYRIGHT ASSIGNMENT

THIS TRADEMARK AND COPYRIGHT ASSIGNMENT (the "Assignment") is made as of the 16th day of June, 1999 between Financial Communications Company, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 250 South Wacker Drive, Suite 1150, Chicago, Illinois 60606 (the "Assignor") and Thomas Neal Falkenberry having an address at 324 River Bend Road, Great Falls, Va. (the "Assignee").

W I T N E S S E T H:

Recitals:

A. Assignor has entered into an Asset Purchase Agreement dated of even date herewith (the "Asset Purchase Agreement") pursuant to which Assignor has agreed to sell to Assignee all of its United States registered and unregistered trademarks, trade names and service marks owned by Seller and related to its "Tick Data" business, and Assignee has agreed to purchase such assets, upon the terms and conditions set forth in the Asset Purchase Agreement.

B. This Trademark and Copyright Assignment is being executed and delivered pursuant to paragraph 4.1(b) of the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions hereafter contained, the parties agree as follows:

1. Assignment. Assignor does hereby sell, transfer, convey and assign unto the Assignee the entire right, title and interest of Assignor in and to all of its United States, registered and unregistered trademarks, service marks, copyrights and trade names, including any common law rights in connection with the above which are solely related to its "Tick Data" business, and including, but not limited to, the following trademark:

- a. Federal Trademark Registration for the mark "TICK®" (Registration No.: 1,513,448) registered with the United States Patent and Trademark Office on November 22, 1988 and assigned to Financial Communications Company, Inc. by Notice of Recordation of Assignment Document recorded on March 5, 1998 in Reel 1702 at Page 819.

and the following copyright:

- b. Copyright Registration No. TXU 171-775 for the mark entitled "Commodity Futures Tic by Tic Historical Data Display for Micro - Computers, dated July 17, 1984, subsequently assigned to Financial Communications Company, Inc.

together with the goodwill of the business appurtenant thereto and which is symbolized thereby.

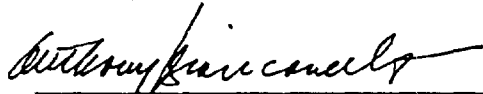
2. The Agreement. Nothing contained herein shall be deemed to diminish, or otherwise alter the respective rights and obligations of Assignor and Assignee under the terms of the Asset Purchase Agreement or any other document or instrument executed and delivered pursuant thereto.

3. Further Assurances. The parties agree that (at the other's expense) they will execute such other and further documents reasonably required in order to effectuate the purpose and intent of this Agreement.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer this ____ day of June, 1999.

Financial Communications
Company, Inc.

By:


Name: ANTHONY BIANCANELLO
Title: CHIEF FINANCIAL OFFICER

STATE OF
COUNTY OF

}
SS.:

On this 16th day of June, 1999, before me, the subscriber, a Notary Public or Attorney at Law of the State of _____, personally appeared _____, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that he is the _____ of Financial Communications Company, Inc., the corporation named in the within instrument; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of said corporation; that the deponent knows well the corporate seal of the corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument was signed and delivered by said officer as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Anthony J. Sciacca

Sworn and Subscribed to
before me on the _____ day
of _____, 1999.

Notary Public

SSDATA:95446.1

TRADEMARK AND COPYRIGHT ASSIGNMENT

THIS TRADEMARK AND COPYRIGHT ASSIGNMENT (the "Assignment") is made as of the 10th day of February, 1998 between Tick Data, Inc., a corporation organized and existing under and by virtue of the laws of the State of Colorado, and having a principal place of business at 720 Kipling Street, Suite 115, Lakewood, Colorado 80215 (the "Assignor") and Future Communications Company, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 250 South Wacker Drive, Suite 1150, Chicago, Illinois 60606 (the "Assignee").

W I T N E S S E T H:

Recitals:

A. Assignor has entered into an Asset Purchase Agreement dated of even date herewith (the "Asset Purchase Agreement") pursuant to which Assignor has agreed to sell to Assignee all of its United States registered and unregistered trademarks, trade names and service marks owned by Seller and Assignee has agreed to purchase such assets, upon the terms and conditions set forth in the Asset Purchase Agreement.

B. This Trademark and Copyright Assignment is being executed and delivered pursuant to paragraph 4.1(b) of the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions hereafter contained, the parties agree as follows:

1. Assignment. Assignor does hereby sell, transfer, convey and assign unto the Assignee the entire right, title and interest of Assignor in and to all of its United States, registered and unregistered trademarks, service marks, copyrights and trade names, including any common law rights in connection with the above and including, but not limited to, the following trademark:

- a. Federal Trademark Registration for the mark "TICK®" (Registration No.: 1,513,448) registered with the United States Patent and Trademark Office on November 22, 1988 in favor of Tick Data, Inc.

and the following copyright:

- b. Copyright Registration No. TXU 171-775 for the mark entitled "Commodity Futures Tic by Tic Historical Data Display for Micro - Computers, dated July 17, 1984.

TRADEMARK
REEL: 1702 FRAME: 0821

TRADEMARK
REEL: 1702 FRAME: 0824

TRADEMARK
REEL: 002237 FRAME: 0745

together with the goodwill of the business appurtenant thereto and which is symbolized thereby.

2. **The Agreement.** Nothing contained herein shall be deemed to diminish, or otherwise alter the respective rights and obligations of Assignor and Assignee under the terms of the Asset Purchase Agreement or any other document or instrument executed and delivered pursuant thereto.

3. **Further Assurances.** The parties agree that they will execute such other and further documents reasonably required in order to effectuate the purpose and intent of this Agreement, including all agreements required to cause Buyer to have full rights to all of Seller's web sites and internet locations.

IN WITNESS WHEREOF, assignor has caused this Assignment to be executed by its duly authorized officers and its corporate seal to be affixed hereto this 10 day of February, 1998.

TICK DATA, INC.

By: 

Name:

Title: President

Fred Cowan, Individually

TRADEMARK
REEL: 1702 FRAME: 0822

TRADEMARK
REEL: 002237 FRAME: 0746

together with the goodwill of the business appurtenant thereto and which is symbolized thereby.

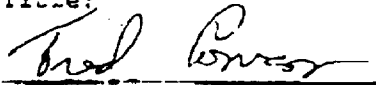
2. The Agreement. Nothing contained herein shall be deemed to diminish, or otherwise alter the respective rights and obligations of Assignor and Assignee under the terms of the Asset Purchase Agreement or any other document or instrument executed and delivered pursuant thereto.

3. Further Assurances. The parties agree that they will execute such other and further documents reasonably required in order to effectuate the purpose and intent of this Agreement, including all agreements required to cause Buyer to have full rights to all of Seller's web sites and internet locations.

IN WITNESS WHEREOF, assignor has caused this Assignment to be executed by its duly authorized officers and its corporate seal to be affixed hereto this ____ day of February, 1998.

TYCK DATA, INC.

By:

Name:
Title:


Fred Cowan Individually

TRADEMARK
REEL: 1702 FRAME: 0823

TRADEMARK
REEL: 002237 FRAME: 0747

STATE OF _____
COUNTY OF _____

SS.:

On this 15th day of February, 1998, before me, the subscriber, a Notary Public or Attorney at Law of the State of California, personally appeared David V. Cowan, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that he is the President of Tick Data, Inc., the corporation named in the within instrument; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of said corporation; that the deponent knows well the corporate seal of the corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument was signed and delivered by said officer as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

David V. Cowan

Sworn and Subscribed to
before me on the 15 day
of February, 1998.

[Signature]
Notary Public

STATE OF _____
COUNTY OF _____

SS.:

I CERTIFY that on _____, 1998, Fred Cowan, acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his act and deed.

Notary Public
My Commission Expires:

STATE OF
COUNTY OF

ss.:

On this 6 day of Feb, 1998, before me, the subscriber, a Notary Public or Attorney at Law of the State of Virginia, personally appeared Fred Cowan, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that he is the Secretary of Tick Data, Inc., the corporation named in the within instrument; that the execution as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of said corporation; that the deponent knows well the corporate seal of the corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument was signed and delivered by said officer as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn and subscribed to
before me on the 6 day
of Feb, 1998.

[Signature]
Notary Public

STATE OF Virginia }
COUNTY OF Stafford }

ss.:

I certify that on 6 Feb, 1998, Fred Cowan, acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his act and deed

[Signature]
Notary Public
My Commission Expires:
My Commission Expires December 31, 2001

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