

12-21-2001

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Form PTO-1594
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OMB No. 0651-0011 (exp. 4/94)



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RECEIPTS ONLY

FR SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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

1. Name of conveying party(ies):
 Name: P-M-T Limited Partnership **12-17-01**
 Individual Association
 General Partnership Limited Partnership - Illinois
 Corporation-
 Other _____
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: Chicago Mercantile Exchange, Inc.
 Internal Address:
 30 South Wacker Drive
 Chicago, Illinois 60606
12-17-2001
 Country: United States U.S. Patent & TMO/ TM Mail Rpt Dt. #11

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: Asset Purchase Agreement
 Execution Date: May 1, 2000

Individual(s) citizenship _____
 Association _____
 General Partnership:
 Limited Partnership _____
 Corporation Delaware
 Other _____
 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 trademark number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
1576888, 2435376 and 2448961
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Leslie Bertagnolli**
 Internal Address: **One Prudential Plaza**
 Street Address: **130 East Randolph Drive, Suite 3500**
 City: **Chicago** State: **Illinois** ZIP: **60601**

6. Total number of applications and registrations involved: **3**
 7. Total fee (37 CFR 3.41): **\$90.00**
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number:
501-649

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.

 Leslie Bertagnolli
 Name of Person Signing Signature Date
Leslie Bertagnolli **12/17/01**
 Total number of pages comprising cover sheet:

12/20/2001 6TON11 00000190 501649 1576888

01 FC:481 40.00 CH
02 FC:482 50.00 CH

TRADEMARK
REEL: 002410 FRAME: 0641

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "*Agreement*") is entered into as of the 1st day of May, 2000, between Chicago Mercantile Exchange Inc., a Delaware corporation ("*Purchaser*"), and P-M-T Limited Partnership, an Illinois limited partnership (the "*Partnership*").

W I T N E S S E T H:

WHEREAS, the Partnership was organized to initiate and foster the development of the GLOBEX® electronic trading system (the "*Business*"); and

WHEREAS, the Partnership desires to sell and transfer to Purchaser, and Purchaser desires to purchase from the Partnership, the assets identified in this Agreement;

NOW, THEREFORE, for and in consideration of the covenants, agreements and conditions set forth herein, the parties agree as follows:

Section 1: *Purchase of Assets and Assumption of Liabilities*

1.1 ***Purchase of Assets.*** Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, the Partnership will sell, assign and transfer to Purchaser, and Purchaser will purchase from the Partnership, free and clear of all liens, claims, and security interests of any kind ("*Encumbrances*"), all of the assets (real, personal or mixed) of the Partnership as the same shall exist on the Closing Date (collectively, the "*Purchased Assets*"), including, without limitation, the following assets:

- (a) all cash, cash deposits, bank accounts, certificates of deposit, marketable securities or other cash equivalents, wherever located, including those cash equivalents and accounts receivable listed on the balance sheet of the Partnership, and any investments, investment accounts and assets held for investment;
- (b) all equipment, furniture, fixtures, supplies, office equipment, computer hardware, vehicles and other items of tangible property;
- (c) all rights in, to and under all contracts, leases, commitments, purchase or sales orders and other agreements of the Partnership (the "*Partnership Agreements*");
- (d) all information, files, records, lists, data, recorded knowledge, telephone numbers, facsimile numbers, internet addresses and e-mail addresses owned by the Partnership or which pertain to customers, suppliers, advertising, promotional materials, sales, service, delivery, internal organization or operation of the Business, including all originals and copies thereof;
- (e) all right, title and interest of the Partnership in and to patents, trademarks, tradenames, servicemarks, copyrights and other intellectual property, including the

GLOBEX and GLOBEX2 servicemarks listed in Schedule A attached hereto and all goodwill associated therewith, and any licenses for the use thereof, computer software, software licenses, technical documentation, service and operating manuals, books, records and accounts, correspondence, production records and any confidential and proprietary information relating to the Purchased Assets; and

(f) to the extent transferable, all federal, state, local, and foreign governmental licenses, permits, authorizations and approvals.

1.2 **Assumption of Liabilities.** Purchaser shall assume and agree to discharge any and all liabilities of the Partnership that arise or result from events which occur on or before the Closing Date.

1.3 **Excluded Assets.** Partnership goodwill is excluded from the purchase.

Section 2: Closing

2.1 **Closing Date.** The consummation of the transaction contemplated by this Agreement (the "Closing Date") shall take place concurrently with the merger contemplated by that certain Agreement and Plan of Merger dated as of April 1, 2000 (the "Merger Agreement") between Chicago Mercantile Exchange, an Illinois not for profit corporation, and CME Transitory Co., a Delaware nonstock corporation.

2.2 **Closing Date Deliveries.** On the Closing Date, (a) Purchaser shall deliver to the Partnership an executed Instrument of Assumption of Liabilities, and (b) the Partnership shall (i) deliver to Purchaser, in a form reasonably satisfactory to Purchaser and its counsel, a Bill of Sale, assignments, including any copyright, trademark and software license assignments, and any other forms of conveyance or third-party consent required to vest in Purchaser all the right, title and interest of the Partnership in the Purchased Assets, and (ii) take all necessary steps required to put Purchaser in possession and control of all the Purchased Assets as soon as practicable.

Section 3: Purchase Price

The purchase price for the Purchased Assets shall be equal to the fair market value of the Purchased Assets, less the value of any Partnership liabilities assumed by Purchaser, as determined by an independent appraisal as of the Closing Date. The purchase price shall be payable by wire transfer to an account specified by the Partnership as soon as possible after the appraisal is completed, together with interest from the Closing Date at the rate of 1% over the prime rate charged by Bank One N.A.

Section 4: Representations and Warranties of the Partnership

To induce Purchaser to enter into this Agreement and to consummate the transaction contemplated herein, the Partnership represents and warrants to Purchaser, as of the date hereof, as follows:

- 4.1 **Organization.** The Partnership is a limited partnership duly organized, validly existing, and in good standing under the laws of the State of Illinois and has the partnership power to carry on its Business as heretofore conducted. The Partnership has full partnership power and authority to own and operate the Purchased Assets.
- 4.2 **Authorization.** The Partnership has full partnership power to execute, deliver and perform this Agreement and all other instruments to be executed in conjunction with the execution of this Agreement. The execution, delivery and performance of this Agreement and related instruments have been authorized by the Partnership, subject to the approval of limited partners as provided in Section 6.2. This Agreement and all related instruments, when executed and delivered by the Partnership, will constitute valid and binding obligations of the Partnership, enforceable against the Partnership in accordance with their respective terms.
- 4.3 **No Conflicts.** Assuming satisfaction of all conditions set forth in Section 6, the execution, delivery and performance of this Agreement and all related instruments and the consummation of the transaction contemplated herein by the Partnership will not (i) conflict with the conditions and provisions of, result in a breach of, constitute a default with respect to the Certificate of Limited Partnership, the Limited Partnership Agreement dated as of December 23, 1988 of the Partnership or any of the Partnership Agreements or any permit, judgment, order or other instrument or agreement by which the Partnership is bound, or any statute or regulatory or self-regulatory provision affecting the Partnership, (ii) result in the imposition of a lien or other Encumbrance against any of the Purchased Assets, or (iii) require the approval of, authorization of or filing with any third party, governmental agency or regulatory or self-regulatory authority.
- 4.4 **Title to Assets.** The Partnership has good and valid title to the Purchased Assets, free and clear of all claims or Encumbrances. On the Closing Date, the Partnership will transfer to Purchaser good and valid title to the Purchased Assets free from all Encumbrances.
- 4.5 **Litigation.** No action is pending or, to the knowledge of the Partnership, is threatened against or affecting the Purchased Assets or the Partnership, at law or in equity or before any federal, state or other governmental agency or instrumentality.

Section 5: Representations and Warranties of Purchaser

To induce the Partnership to enter into this Agreement and to consummate the transaction contemplated herein, Purchaser represents and warrants to the Partnership, as of the date hereof, as follows:

- 5.1 **Organization.** Purchaser is a corporation duly organized and in good standing under the laws of the State of Delaware. Purchaser has full corporate authority to own and lease property and to carry on the contemplated business as and in all places where such business is now conducted and such properties are validly existing.

- 5.2 **Authorization.** Purchaser has full corporate power and authority to execute, deliver and perform this Agreement and all other instruments to be executed in conjunction with this Agreement. The execution, delivery and performance of this Agreement and all related instruments have been duly authorized by Purchaser. This Agreement and all related instruments, when executed and delivered by Purchaser, will constitute the binding and valid obligations of Purchaser enforceable against Purchaser in accordance with their terms.
- 5.3 **No Conflicts.** Assuming satisfaction of all conditions set forth in Section 6, the execution, delivery and performance of this Agreement and all related instruments and the consummation of the transaction contemplated herein by Purchaser will not (i) conflict with, result in a breach of or constitute a default under the Certificate of Incorporation or By-Laws of Purchaser or any permit, judgment, order or other instrument or agreement to which Purchaser is a party or is bound, or any statute or regulatory or self-regulatory provision affecting Purchaser or (ii) require the consent or approval of any third party, governmental authority or regulatory or self-regulatory agency.

Section 6: *Conditions Precedent*

Purchaser's obligation to purchase the Purchased Assets and the Partnership's obligation to sell the Purchased Assets shall be subject to the satisfaction of the following conditions on or prior to the Closing Date:

- 6.1 **No Misrepresentation or Breach of Warranty.** There shall have been no material breach by any party of any agreements contained in this Agreement and each of the representations and warranties of any party shall be true and correct in all material respects at the Closing Date as if made on such date.
- 6.2 **Approval of Limited Partners.** The holders of two-thirds of the Class A limited partnership units of the Partnership, excluding those units held by the General Partner of the Partnership, shall have approved this Agreement.
- 6.3 **Consummation of Merger.** The merger contemplated by the Merger Agreement shall have been completed.
- 6.4 **Other Documents.** Each party shall have executed and delivered to the others the documents specified or referred to in Section 2.2 and any other documents which such other party or parties may reasonably request in connection with this Agreement.

Section 7: *Survival of Obligations*

All covenants and obligations included in this Agreement or related instruments shall survive the consummation of the transaction contemplated by this Agreement. All representations and warranties of the parties shall expire upon the Closing.

Section 8: *Termination*

Notwithstanding anything contained herein to the contrary, this Agreement may be terminated at any time prior to the Closing Date: (a) by the mutual consent of Purchaser and the Partnership; (b) by either party in the event of any material breach by the other party hereto of any of the agreements, representations or warranties contained herein; (c) by either party if any court or other governmental entity shall have issued an order, decree or ruling or taken any other action permanently enjoining, restraining or otherwise prohibiting the transactions contemplated by this Agreement or by the Merger Agreement and the order, decree, ruling or other action shall have become final and nonappealable; or (d) by either party if the Merger Agreement shall have been terminated.

Section 9: *Other Provisions*

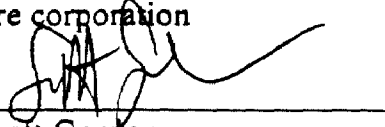
- 9.1 ***Governing Law.*** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to its choice of law rules.
- 9.2 ***Severability.*** Each of the parties to this Agreement agrees that each provision of this Agreement is considered severable from every other provision. In the event any provision is held invalid, void and unenforceable by a court of competent jurisdiction, such provision will automatically be replaced by provisions which are valid and enforceable.
- 9.3 ***Successor and Assigns.*** This Agreement may not be assigned by either party without the prior written consent of the other party hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
- 9.4 ***Entire Agreement; Amendments; Expenses.*** This Agreement and the other documents referred to herein contain the entire understanding of the parties hereto with regard to the subject matter contained herein and supersede all prior oral or written agreements or understandings between the parties hereto with respect to such subject matter. This Agreement may not be modified (and no provisions waived) unless set forth in writing and signed by the parties hereto. This Agreement and any amendment or waiver hereto may be executed in counterparts. Purchaser shall pay all costs and expenses incurred in connection with the preparation of this Agreement and the consummation of the transactions contemplated hereby, including costs and expenses to obtain any permits or licenses, or to register any intellectual property purchased by Purchaser.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CHICAGO MERCANTILE EXCHANGE INC.,
a Delaware corporation

By:



Scott Gordon
Chairman

P-M-T LIMITED PARTNERSHIP

By **CHICAGO MERCANTILE EXCHANGE,**
an Illinois not-for-profit corporation,
its General Partner

By:



Scott Gordon
Chairman

SCHEDULE A

<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION NO.</u>
Australia	GLOBEX	A599367
Austria	GLOBEX	124486
Benelux	GLOBEX	452303
France	GLOBEX	1479057
Germany	GLOBEX	646330
Germany	GLOBEX	1137026
Hong Kong	GLOBEX	4868/95
Italy	GLOBEX	535168
Singapore	GLOBEX	2433/93
Switzerland	GLOBEX	410170
United States	GLOBEX	Appln. No. 75/886,451
United States	GLOBEX	1,576,888
United States	GLOBEX2	

BILL OF SALE AND INSTRUMENT OF ASSIGNMENT

Pursuant to the Asset Sale Agreement dated as of May 1, 2000 (the "*Agreement*") between Chicago Mercantile Exchange Inc., a Delaware corporation ("*Purchaser*"), and P-M-T Limited Partnership, an Illinois limited partnership ("*Partnership*"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partnership by these presents does hereby sell, assign, transfer and convey unto Purchaser, its successors and assigns, all of the Partnership's right, title and interest in, to and under the Purchased Assets (as defined in the Agreement).

TO HAVE AND TO HOLD such assets unto Purchaser, its successors and assigns, to and for its or their use forever.

AND, for the consideration aforesaid, the Partnership hereby constitutes and appoints Purchaser, its successors and assigns, the true and lawful attorney or attorneys of the Partnership to demand and receive from time to time any and all of the Purchased Assets hereby assigned, transferred and conveyed, and to give receipts and releases for and in respect of the same or any part thereof, and from time to time to institute and prosecute in the name of the Partnership or otherwise, but at the expense and for the benefit of Purchaser, its successors and assigns, any and all proceedings at law, in equity or otherwise which Purchaser, its successors or assigns, may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the Purchased Assets hereby assigned, transferred and conveyed and to defend or compromise any and all actions, suits or proceedings in respect of Purchaser's right and title to said Purchased Assets and to do all such acts and things in relation thereto as Purchaser, its successors and assigns shall deem desirable, the Partnership hereby declaring that the appointment made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by the Partnership in any manner or for any reason.

From time to time following the date hereof, the Partnership shall execute and deliver, or cause to be executed and delivered, to Purchaser such other instruments of conveyance and transfer as Purchaser may reasonably request or as may be otherwise necessary to more effectively convey and transfer to, and vest in, Purchaser and put Purchaser in possession of, any part of the Purchased Assets; *provided, however*, that this Bill of Sale and Instrument of Assignment shall not constitute an agreement by the Partnership to assign or transfer any Purchased Asset or any claim, right or benefit arising under or resulting from such Asset if an assignment or transfer or an attempt to make such an assignment or transfer of such Asset would, in the Partnership's reasonable judgment, constitute a breach thereof or a violation of any law, decree, order or regulation of any Governmental Authority. Notwithstanding the foregoing, the Partnership and Purchaser shall cooperate, to the maximum extent permitted by law and the Purchased Asset (but excluding any obligation of the Partnership or Purchaser to offer or pay any consideration therefor), with each other in any legal and reasonable arrangement designed to provide any claim, right or benefit arising under or resulting from the Purchased Assets to Purchaser and to relieve the Partnership from any obligation, liability or burden associated therewith.

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Capitalized terms used herein without definition shall have the respective meanings ascribed to such terms in the Agreement.

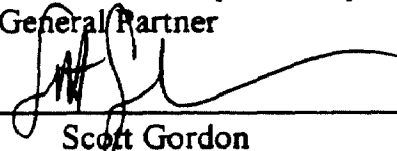
This Bill of Sale and Instrument of Assignment shall inure to the benefit of and be binding upon the successors and assigns of Purchaser and the successors and assigns of the Partnership.

IN WITNESS WHEREOF, the Partnership has caused this Bill of Sale and Instrument of Assignment to be executed as of this ____ day of _____, 2000.

P-M-T LIMITED PARTNERSHIP

By **CHICAGO MERCANTILE EXCHANGE**
an Illinois not-for-profit corporation,
its General Partner

By:



Scott Gordon
Chairman

INSTRUMENT OF ASSUMPTION

INSTRUMENT OF ASSUMPTION dated as of _____, 2000, by Chicago Mercantile Exchange Inc., a Delaware corporation ("*Purchaser*"), in favor of P-M-T Limited Partnership, an Illinois limited partnership ("*Partnership*").

WITNESSETH:

WHEREAS, pursuant to the Asset Sale Agreement dated as of May 1, 2000 (the "*Agreement*") between Purchaser and the Partnership, the Partnership is concurrently herewith selling, assigning, transferring, conveying and delivering to Purchaser certain assets and properties defined in the Agreement as the Purchased Assets; and

WHEREAS, in partial consideration for such sale, assignment, transfer, conveyance and delivery of the Purchased Assets, the Agreement requires Purchaser to perform, pay or discharge any and all liabilities of the Partnership that arise or result from events that occur on or before the date hereof, by the execution and delivery to the Partnership of this Instrument of Assumption;


NOW, THEREFORE, pursuant to the terms of the Agreement and for good and valuable consideration, Purchaser hereby assumes and undertakes and agrees to perform, pay or discharge in accordance with the terms and conditions thereof, any and all of the liabilities of the Partnership that arise or result from events that occur on or before the date hereof.

AND, for the consideration aforesaid, Purchaser for itself and its successors and assigns has covenanted and by this instrument does covenant with the Partnership, its successors and assigns that Purchaser and its successors and assigns will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances, powers of attorney and assurances for the better assuming from the Partnership, its successors and assigns all of the aforementioned liabilities as the Partnership, its successors or assigns shall reasonably require.

Capitalized terms used herein without definition shall have the respective meanings ascribed to such terms in the Agreement.

This Instrument of Assumption shall inure to the benefit of and be binding upon the successors and assigns of the Partnership and the successors and assigns of Purchaser.

CHICAGO MERCANTILE EXCHANGE INC.

By: 

Scott Gordon
Chairman

POWER OF ATTORNEY/APPOINTMENT OF DOMESTIC REPRESENTATIVE

Applicant hereby appoints Leslie Bertagnolli a member of the Bar of the State of Illinois, whose mailing address is One Prudential Plaza, 130 East Randolph Drive, Suite 3500, Chicago, Illinois 60601, to prosecute this application, to transact all business in the Patent and Trademark Office in connection with it, and to receive the certificate of registration. Please address all communications to this appointed attorney, who shall serve as our domestic representative upon whom notice or process in proceedings affecting the mark may be served.

P-M-T LIMITED PARTNERSHIP



Name:

Title:

POWER OF ATTORNEY/APPOINTMENT OF DOMESTIC REPRESENTATIVE

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CHICAGO MERCANTILE EXCHANGE INC.

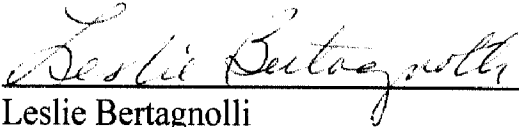


Name:

Title:

UNITED STATES OF AMERICA)
)
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Leslie Bertagnolli, attorney-at-law, hereby certify that the attached copy is a true and exact copy of the corresponding original.



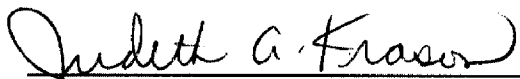
Leslie Bertagnolli

SUBSCRIBED AND SWORN to

before me this 26th day

of November, 2001 at

Chicago, Illinois



Notary Public

