

REC

05-09-2002



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To the Honorable Commissioner of Patents and

Original documents or copy thereof.

1. Name of conveying party(ies):
 Barra (U.K.), Ltd. **4-7942**
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other United Kingdom Company
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)
 Name: Barra, Inc.
 Address: 2100 Milvia Street
 Berkeley, California 94704
 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

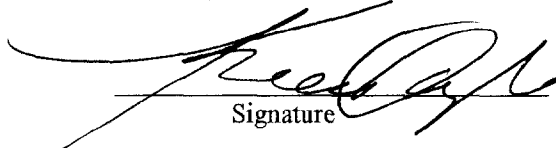
3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: December 17, 2000

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s) 1,903,879
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Kieran G. Doyle, Esq.
 Cowan, Liebowitz & Latman, P.C.
 1133 Avenue of the Americas
 New York, NY 10036-6799

6. Total number of applications and registrations involved:
1
 7. Total fee (37 CFR 3.41)..... \$ 40
 Enclosed
 Any deficiency is authorized to be charged to Deposit Account No. 03-3415.
 8. Deposit Account No. 03-3415
 (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.
Kieran G. Doyle
 Name of Person Signing  Signature 4/17/02 Date

Total number of pages including cover sheet, attachments, and document: 4

Mail to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231

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THIS ASSIGNMENT is made on 17th DECEMBER 2000

BETWEEN:-

- (1) BARRA (U.K.), LTD (No.3340156) whose registered office is at 75 King William Street, London EC4N 7BE (the "Assignor"); and
- (2) BARRA, INC. a Delaware corporation having its principle place of business at 2100 Milvia Street, Berkeley, California 94704 (the "Assignee").

RECITALS

- (A) The Assignor is the registered proprietor of the trade marks set out in Part 1 of the Schedule hereto (the "Registered Trade Marks") and is the owner of the unregistered trade marks set out in Part 2 of the Schedule hereto (the "Unregistered Trade Marks") (together the "Trade Marks").
- (B) The Assignor has agreed to assign all of its interests in the Trade Marks to the Assignee on the terms set out below.

THE PARTIES AGREE AS FOLLOWS:-

1. In pursuance of the said agreement and in consideration of the sum of £1 now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor does hereby assign all its right title and interest in and to the Trade Marks, including any goodwill associated with the Trade Marks and all other statutory and common law rights attaching thereto and its right to sue for past infringements and to retain any damages obtained as a result of such action, to the Assignee.
2. The Assignor shall at the expense 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 require properly to vest the Trade Marks or any one or more of them in the Assignee or otherwise to perfect the Assignee's title thereto.
3. The Assignee shall be solely responsible for the conduct and cost of any and all steps necessary to register the Assignee as the registered proprietor of the Registered Trade Marks and for the avoidance of doubt, shall prepare all documents required by any trade mark registry in the territories in which such marks are registered or applied for, and be liable for all costs of recordal and conduct (and bear the cost of) all correspondence with such registries in relation to such assignments.
4. This agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law.
5. Each of the parties to this agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings and/or to settle any disputes which may arise out of or in connection with this agreement and for these purposes, each party irrevocably submits to the exclusive jurisdiction of the Courts of England.

Signed by

for and on behalf of BARRA (U.K.),
LTD in the presence of:-

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)
)

James D. Kusner
M-HLL

Signed by

for and on behalf of BARRA, INC. in
the presence of:-

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)

James D. Kusner
M-HLL

IN WITNESS whereof this assignment has been executed on the date first above written.

SCHEDULE

Part 1 - Registered Trade Marks

Mark	No.	Class	Country
The Estimate Directory	602840	16	Australia
The Estimate Directory	93467160	16,36 and 41	France
The Estimate Directory	04804/1995	16	Hong Kong
The Estimate Directory	1533180	16	United Kingdom
The Estimate Directory	1903879	16	USA
The Estimate Directory	S /3742/93	16	Singapore

Together with any other registrations and applications for the trademark "The Estimate Directory" in the name of the Assignor in any jurisdiction in which the BGE Data Business presently operates (as such term is defined in the agreement for the sale and purchase of all the issued shares of the Assignor and its parent company, Barra Holdings Limited, entered into of even date between, inter alia, the Assignee and Multex Holdings Limited).

Part 2 - Unregistered Trade Marks

"TED"