

4/26/02

05-10-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

REC T



102085619

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

<p>1. Name of conveying party(ies):</p> <p>BD of Nevada, Limited Partnership</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Corporation-State</p> <p><input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Instinet Technologies Limited Partnership</u></p> <p>Internal Address: <u>Concord Road Corporate Center</u></p> <p>Street Address: <u>296 Concord Road</u></p> <p>City: <u>Billerica</u> State: <u>MA</u> Zip: <u>01821</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input checked="" type="checkbox"/> Limited Partnership <u>Massachusetts</u></p> <p><input type="checkbox"/> Corporation-State _____</p> <p><input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>December 21, 2001</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) _____</p> <p>B. Trademark Registration No.(s) _____</p> <p style="text-align: center;">See Attached Sheet</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
---	--

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Cathy L. Lueders</u></p> <p>Internal Address: <u>Instinet Corporation</u></p> <p>Street Address: <u>3 Times Square</u></p> <p style="text-align: center;"><u>10th Floor</u></p> <p>City: <u>New York</u> State: <u>NY</u> Zip: <u>10036</u></p>	<p>6. Total number of applications and registrations involved: 26</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>665.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p>
--	---

OFFICE OF PUBLIC RECORDS
2002 APR 26 AM 11:41
FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

Cathy L. Lueders *Cathy L. Lueders* April 18, 2002

Name of Person Signing Signature Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

05/10/2002 TDIRAZI 00000044 76339944
01 FC:481 40.00 DP
02 FC:482 625.00 DP

TRADEMARK
REEL: 002503 FRAME: 0018

Applications

Serial No.	Trademark
76/339,944	WINPEG
76/229,294	TREND FILTER
75/879,115	CHANGING THE RULES OF ENGAGEMENT

Registrations

Registration No.	Trademark
2,355,285	BEST KEY DISCRETIONARY PRICING
2,350,289	BEST ON THE BLOCK
2,338,502	INSTINET
2,393,118	MATADOR Design
2,542,115	INSTINET
2,537,585	INSTINET
2,448,706	INSTINET
2,491,794	INSTINET
2,449,911	MATADOR Design
2,440,042	MATADOR Design
2,427,529	MATADOR Design
2,389,545	MATADOR Design
2,448,304	MATADOR Design
2,439,365	MATADOR Design
2,441,539	MATADOR Design
2,435,849	MATADOR Design
2,357,084	INSTINET CROSSING
2,346,868	INSTINET CROSSING
1,749,129	THE CROSSING NETWORK
1,716,762	INSTINET
1,403,529	INSTINET
1,299,977	INSTINET
915,261	INSTINET & Design

EXECUTION COPY

CERTIFICATE OF MERGER

FILED

OF

BD OF NEVADA, LIMITED PARTNERSHIP
(a Nevada limited partnership)

SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

INTO

INSTINET TECHNOLOGIES LIMITED PARTNERSHIP
(a Massachusetts limited partnership)

(Pursuant Sec.16A of the Massachusetts Revised Uniform Limited Partnership Act)

Instinet Technologies Limited Partnership, a limited partnership organized and existing under the Massachusetts Revised Uniform Limited Partnership Act, does hereby certify that:

FIRST: The name and jurisdiction of formation or organization of each limited partnership involved in the merger is:

<u>Name</u>	<u>Jurisdiction of Formation</u>
Instinet Technologies Limited Partnership	Massachusetts
BD of Nevada, Limited Partnership	Nevada

SECOND: An agreement of merger has been approved and executed by each of Instinet Technologies Limited Partnership and BD of Nevada, Limited Partnership.

THIRD: The name of the surviving limited partnership is: Instinet Technologies Limited Partnership.

FOURTH: The effective date of the merger is: December 27, 2001.

FIFTH: The agreement of merger is on file at the place of business of Instinet Technologies Limited Partnership, the address of which is Concord Road Corporate Center, 296 Concord Road, Billerica, Massachusetts 01821.

SIXTH: A copy of the agreement of merger will be furnished by Instinet Technologies Limited Partnership, on request and without charge, to any partner of Instinet Technologies Limited Partnership.

01 DEC 28 AM 10:05
CORPORATIONS DIVISION
SECRETARY OF THE COMMONWEALTH

Technologies Limited Partnership or any person holding an interest in BD of Nevada, Limited Partnership.

SEVENTH: The name and address of each general partner of Instinet Technologies Limited Partnership is:

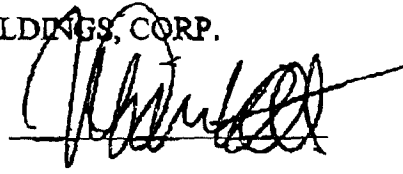
<u>Name</u>	<u>Address</u>
IT Holdings, Corp.	c/o The Corporation Trust Company 1209 Orange Street Wilmington, Delaware 19801

IN WITNESS WHEREOF, the undersigned affirms and swears, under penalties of perjury, that to the undersigned's knowledge and belief, the foregoing statements are true as of this 21 day of December, 2001.

**INSTINET TECHNOLOGIES
LIMITED PARTNERSHIP**
by its Sole General Partner

IT HOLDINGS, CORP.

By:



Name: Mark D. Nienstedt
Title: Director

EXECUTION COPY

AGREEMENT AND PLAN OF MERGER

BETWEEN

INSTINET TECHNOLOGIES LIMITED PARTNERSHIP

AND

BD OF NEVADA, LIMITED PARTNERSHIP

DATED AS OF DECEMBER 21, 2001

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER dated as of December 21, 2001 (the "Agreement") between Instinet Technologies Limited Partnership ("ITLP"), a Massachusetts limited partnership with its principal place of business at Concord Road Corporate Center, 296 Concord Road, Billerica, Massachusetts 01821, and BD of Nevada, Limited Partnership ("BD Nevada"), a Nevada limited partnership with its principal place of business at 1325 Airmotive Way, Suite 130, Reno, Nevada 89502. Each of ITLP and BD Nevada is referred to in this Agreement singly as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, ITLP desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of BD Nevada by means of a merger of BD Nevada with and into ITLP;

WHEREAS, Section 16A of the Massachusetts Revised Limited Partnership Act (the "Limited Partnership Act") authorizes the merger of a foreign limited partnership with a Massachusetts limited partnership;

WHEREAS, Section 92A.190 of the Nevada Revised Statutes ("NRS"), authorizes the merger of a Nevada limited partnership into a limited partnership organized under the laws of a state that permits such a merger;

WHEREAS, BD Nevada and ITLP desire to merge (the "Merger"), effective as of the Effective Time (as defined herein), following which Merger ITLP shall be the surviving limited partnership;

WHEREAS, IT Holdings, Corp., a Delaware corporation ("IT Holdings"), in its capacity as the general partner of ITLP, has approved this Agreement and the consummation of the Merger in accordance with the relevant provisions of the ITLP partnership agreement;

WHEREAS, the general partners and the sole limited partner of BD Nevada have unanimously approved this Agreement and the consummation of the Merger as required by Section 92A.140 of the NRS;

WHEREAS, the interests to be received in the Merger by the equity holders in BD Nevada are being allocated *pro rata* to such equity holders' interest in BD Nevada; and

WHEREAS, the parties intend for the merger to qualify as a tax free reorganization for federal income tax purposes.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

THE MERGER

1.1 Effective Time of Merger. The Merger shall be effective upon the filing with the Secretary of State of the State of Nevada and the Secretary of State of the Commonwealth of Massachusetts of a duly executed and verified certificate of merger and articles of merger in the forms set forth in Exhibits A-1 and A-2 hereto pursuant to and in accordance with the Limited Partnership Act and the NRS, respectively (the time of such filing, or such later time as may be agreed in writing by the Parties and specified in each of the certificates of merger, being the "Effective Time").

1.2 Effects of Merger. At the Effective Time, BD Nevada shall be merged with and into ITLP, whereupon the separate existence of BD Nevada shall cease, and ITLP shall be the surviving limited partnership (the "Surviving Limited Partnership").

1.3 Conversion of Interests. At the Effective Time,

(a) all of IT Holding's limited partnership and general partnership interests in BD Nevada shall be converted into a 0.2 % general partnership interest in the Surviving Limited Partnership;

(b) all of Instinet's general partnership interests in BD Nevada shall be converted into a 99.8% limited partnership interest in the Surviving Limited Partnership.

(c) each of (a) and (b) of this Section 1.3 shall occur by virtue of the Merger and without any action on the part of IT Holdings or Instinet.

ARTICLE II

THE SURVIVING LIMITED PARTNERSHIP

2.1 Limited Partnership Agreement. The Certificate of Limited Partnership and the Limited Partnership Agreement of ITLP in effect at the Effective Time shall be the limited partnership agreement of the Surviving Limited Partnership unless and until amended in accordance with its terms and applicable law. The name of the Surviving Limited Partnership shall be Instinet Technologies Limited Partnership.

ARTICLE III

TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

3.1 Transfer, Conveyance and Assumption. At the Effective Time, ITLP shall continue in existence as the Surviving Limited Partnership, and without further transfer,

succeed to and possess all of the rights, privileges and powers of BD Nevada, and all of the assets and property of whatever kind and character of BD Nevada shall vest in ITLP without further act or deed; thereafter ITLP, as the Surviving Limited Partnership, shall be liable for all of the liabilities and obligations of the BD Nevada, and any claim or judgment against BD Nevada may be enforced against ITLP, as the Surviving Limited Partnership, in accordance with Section 16A of the Limited Partnership Act and Section 92A.250 of the NRS.

**ARTICLE IV
TERMINATION**

4.1 Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by mutual written consent of (i) IT Holdings, in its capacity as general partner of ITLP, and (ii) the general and limited partners of BD Nevada.

**ARTICLE V
MISCELLANEOUS**

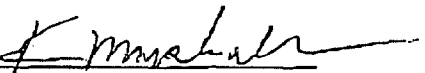
5.1 Counterparts. This Agreement may be executed in any number of counterparts. Each counterpart shall constitute an original instrument, but all counterparts shall constitute one and the same instrument.

5.2 Governing Law. The validity, construction and enforceability of this Agreement shall be governed by the internal laws of the Commonwealth of Massachusetts without reference to conflicts of law principles.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representative as of the date first above written.

**BD OF NEVADA,
LIMITED PARTNERSHIP**

INSTINET CORPORATION,
as General Partner

By: 

Name: Kenneth Marshall
Title: Executive Vice President and

Chief Operating Officer

**INSTINET TECHNOLOGIES
LIMITED PARTNERSHIP**

IT HOLDINGS, CORP.
as Sole General Partner

By: 

Name: Mark D. Nienstedt
Title: Director

IT HOLDINGS, CORP.,
as General Partner

By: 

Name: Mark D. Nienstedt
Title: Director

EXECUTION COPY

ARTICLES OF MERGER

**OF
BD OF NEVADA, LIMITED PARTNERSHIP
(a Nevada limited partnership)**

INTO

**INSTINET TECHNOLOGIES LIMITED PARTNERSHIP
(a Massachusetts limited partnership)**

FIRST: The name of the surviving entity is Instinet Technologies Limited Partnership ("ITLP"), and the place of its organization is the jurisdiction of Massachusetts. The name and place of organization of the entity being merged into the surviving entity is: BD of Nevada, Limited partnership ("BD Nevada"), organized in the jurisdiction of Nevada.

SECOND: Section 16A of the Massachusetts Revised Limited Partnership Act authorizes the merger of a foreign limited partnership with a Massachusetts limited partnership.

THIRD: An agreement and plan of merger (the "Merger Agreement") was adopted by ITLP and BD Nevada.

FOURTH: The Merger Agreement was adopted by the general partner of ITLP, in accordance with the relevant provisions of ITLP's limited partnership agreement. The Merger Agreement was adopted by unanimous consent of the general and limited partners of BD Nevada.

FIFTH: The Merger Agreement, in its entirety, is set forth as Exhibit 1 hereto.

SIXTH: BD Nevada and ITLP have complied with the laws of their respective jurisdiction of organization concerning this merger.

SEVENTH: ITLP hereby designates the following address as the address to which the Nevada Secretary of State is to mail any process served on him or her against the entity: Concord Road Corporate Center, 296 Concord Road, Billerica, Massachusetts 01821.

EIGHTH: This merger shall be effective on the 21 day of December, 2001.

IN WITNESS WHEREOF, the undersigned hereby execute these Articles of Merger on this 19 day of December, 2001.

**BD OF NEVADA,
LIMITED PARTNERSHIP**

INSTINET CORPORATION,
as General Partner

By: 

Name: Kenneth Marshall
Title: Executive Vice President

and Chief Operating Officer

**INSTINET TECHNOLOGIES
LIMITED PARTNERSHIP**

IT HOLDINGS CORP.,
as Sole General Partner

By: 

Name: Mark D. Nienstedt
Title: Director

IT HOLDINGS, CORP.,
as General Partner

By: 

Name: Mark D. Nienstedt
Title: Director

State of New York)
) ss.
County of ~~New York~~ KINGS)

On the 19 day of December, 2001, personally appeared before me, a Notary Public
KENNETH MARSHALL, MARK NIENSTEDT
(names of persons appearing and signing document.)
who acknowledged that they executed the above instrument.

Hyrije Radoncic
(Signature of Notary Public)

[NOTARY STAMP OR SEAL]

HYRIJE RADONCIC
Notary Public, State of New York
No. 01RA6013734
Qualified in Kings County
Commission Expires Sept. 28, 2002



Instinet

A REUTERS Company

EU 250364896 US

April 26, 2002

Instinet Corporation

3 Times Square
New York NY 10036

Tel 212.310.9500

**Express Mail Label No.
EU250364896US**

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

Dear Sir or Madam:

Enclosed please find the following documents for filing on behalf of Instinet Technologies Limited Partnership:

- ◆ Recordation Form Cover Sheet with attachments;
- ◆ Certificate of Merger of BD of Nevada Limited Partnership into Instinet Technologies Limited Partnership;
- ◆ Check in the amount of \$665.00 for assignment of 26 applications and registrations; and
- ◆ Self-addressed stamped postcard to confirm receipt of material.

Please address all correspondence to:

Cathy L. Lueders
Instinet Corporation
First Vice President and Associate General Counsel
3 Times Square, 10th Floor
New York, NY 10036

Sincerely,

Cathy L. Lueders
FVP, Associate General Counsel

Guidelines for Completing Trademarks Cover Sheets

Cover Sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks, separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively, for example, if both a patent and trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

Item 1. Name of Conveying Party(ies).

Enter the full name of the party(ies) conveying the interest. If there is more than one conveying party, enter a check mark in the "Yes" box to indicate that additional information is attached. The name of the second and any subsequent conveying party(ies) should be placed on an attached page clearly identified as a continuation of the information in Item 1. Enter a check mark in the "No" box, if no information is contained on an attached page.

Item 2. Name and Address of Receiving Party(ies).

Enter the name and full address of the first party receiving the interest. If there is more than one party receiving the interest, enter a check mark in the "Yes" box to indicate that additional information is attached. If the receiving party is an assignee not domiciled in the United States, a designation of domestic representative is required. Place a check mark in appropriate box to indicate whether or not a designation of domestic representative is attached. Enter a check mark in the "No" box if no information is contained on an attached page.

Item 3. Nature of Conveyance.

Place a check mark in the appropriate box describing the nature of the conveying document. If the "Other" box is checked, specify the nature of the conveyance. Enter the execution date of the document. It is preferable to use the name of the month, or an abbreviation of that name, in order that confusion over dates is minimized.

Item 4. Application Number(s) or Registration Number(s).

Indicate the application number(s) including series code and serial number, and/or registration number(s) against which the document is to be recorded. Enter a check mark in the appropriate box: "Yes" or "No" if additional numbers appear on attached pages. Be sure to identify numbers included on attached pages as the continuation of Item 4.

Item 5. Name and Address of Party to whom correspondence concerning document should be mailed.

Enter the name and full address of the party to whom correspondence is to be mailed.

Item 6. Total Applications and Trademarks Involved.

Enter the total number of applications and trademarks identified for recordation. Be sure to include all applications and registrations identified on the cover sheet and on additional pages.

Block 7. Total Fee Enclosed.

Enter the total fee enclosed or authorized to be charged. A fee is required for each application and trademark against which the document is recorded.

Item 8. Deposit account Number.

Enter the deposit account number to authorize charges. Attach a duplicate copy of cover sheet to be used for the deposit charge account transaction.

Item 9. Signature.

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet. Enter the total number of pages including the cover sheet, attachments, and document.

This collection of information is required by 35 USC 261 and 262 and 15 USC 1057 and 1060. The information is used by the public to submit (and by the USPTO to process) patent and trademark assignment requests. After the USPTO records the information, the records for patent and trademarks, assignments, and other associated documents can be inspected by the public. To view documents recorded under secrecy orders or documents recorded due to the interest of the federal government, a written authorization must be submitted. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the form to the USPTO. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Manager of the Assignment Division, Crystal Gateway 4, Room 310, 1213 Jefferson Davis Highway, Arlington, Va. 22202. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C., 20231.