

04-23-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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.

1. Name of conveying party(ies): Seaboard Software Innovations, Inc.

4-10-03

- Individual(s), General Partnership, Corporation-State, Other, Association, Limited Partnership

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

3. Nature of conveyance:

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

Execution Date:

2. Name and address of receiving party(ies)

Name: IntercontinentalExchange, Inc.

Internal Address: Suite 500

Street Address: 2100 River Edge Parkway

City: Atlanta State: GA Zip: 30328

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE 1A

Additional number(s) attached Yes No

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

Name: Joshua R. Bressler, Esq.

Internal Address: Sullivan & Cromwell LLP

Street Address: 125 Broad Street

City: New York State: NY Zip: 10004

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): \$ 190.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

David W. Falk Name of Person Signing

David W. Falk Signature

4/09/2003 Date

Total number of pages including cover sheet, attachments, and document: 7

04/22/2003 ECOOPER 00000197 2442215

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

01 FC:6521 02 FC:6522

40.00 DP 150.00 DP

TRADEMARK REEL: 002716 FRAME: 0442

Schedule 1A

Mark	Registration No.	Registration Date	Record Owner
ICE and Design	2,442,215	April 10, 2001	Seaboard Software Innovations, Inc.
IPN	2,506,545	November 13, 2001	Seaboard Software Innovations, Inc.
DIGITAL SOLUTIONS FOR THE GLOBAL COMMODITY MARKET	2,522,264	December 25, 2001	Seaboard Software Innovations, Inc.
ICE	2,530,330	January 15, 2002	Seaboard Software Innovations, Inc.
IPN ICE PRIVATE NETWORK	2,539,905	February 19, 2002	Seaboard Software Innovations, Inc.
INTERNET COMMODITY EXCHANGE	2,541,841	February 19, 2002	Seaboard Software Innovations, Inc.
IPN ICE PRIVATE NETWORK and Design	2,558,431	April 9, 2002	Seaboard Software Innovations, Inc.

ICE TRADEMARK ASSIGNMENT

This ICE TRADEMARK ASSIGNMENT (this "Assignment") is made and effective as of April 4, 2003 (the "Effective Date"), by and between Seaboard Software Innovations, Inc. (formerly known as Internet Commodity Exchange Corp.), a Delaware corporation with an office located at 9000 West 67th Street, Shawnee Mission, Kansas 66201 ("SSI"), and IntercontinentalExchange, Inc., a Delaware corporation with an office located at 2100 River Edge Parkway, Suite 500, Atlanta, Georgia 30328 ("Intercontinental").

WHEREAS, SSI and Intercontinental have entered into that certain Intercontinental Trademark and Internet Domain Name Assignment and License Agreement dated as of the date hereof (the "Agreement"), pursuant to which SSI has agreed to assign to Intercontinental, and Intercontinental has agreed to accept from SSI, all right, title and interest in and to certain trademarks, service marks, trade dress, Internet domain name registrations, applications for trademark registration, trademark registrations, and certain other elements;

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SSI hereby sells, assigns and transfers to Intercontinental, and Intercontinental hereby accepts the sale, assignment and transfer from SSI of, all right, title and interest in and to the trademarks, trademark applications for registration and registrations identified on the attached Schedule 1A, and all goodwill associated therewith and symbolized thereby (all collectively, the "Trademarks") for Intercontinental's own use and enjoyment, and for the use and enjoyment of Intercontinental's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by SSI if this Assignment and sale had not been made, together with all rights of priority, and all income, royalties or payments due or payable as of the date first written above or thereafter, including, without limitation, all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third parties for infringement or other unauthorized use of the Trademarks, and together with the right to sue for, and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the date first written above for Intercontinental's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. SSI requests the Commissioner of Patents and Trademarks to record Intercontinental as the assignee and owner of the Trademarks.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and wholly performed therein.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, SSI and Intercontinental each has caused this instrument to be executed by its respective duly authorized representative.

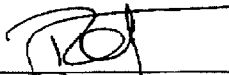
SEABOARD SOFTWARE
INNOVATIONS, INC.

INTERCONTINENTALEXCHANGE, INC.

By: _____

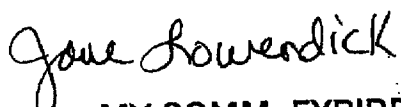
Name: _____

Title: _____

By:  _____

Name: Richard V. Spencer


Title: Chief Financial Officer


MY COMM. EXPIRES
AUGUST 13, 2006

IN WITNESS WHEREOF, SSI and Intercontinental each has caused this instrument to be executed by its respective duly authorized representative.

SEABOARD SOFTWARE
INNOVATIONS, INC.

INTERCONTINENTALEXCHANGE, INC.

By: 

By: _____

Name: STEVEN D. SISK

Name: _____

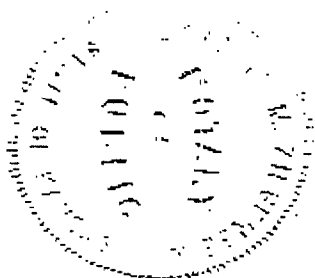
Title: PRESIDENT

Title: _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Kansas)
) ss.:
COUNTY OF Johnson)

On this 4th day of April 2003, before me personally came Steven J. Brecky, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President of Seaboard Software Innovations, Inc., a Delaware corporation, and that he executed the foregoing instrument in the corporate name of Seaboard Software Innovations, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said corporation for the uses and purposes therein mentioned.



Debra M. Jegenbein
[NOTARY SEAL]

My Commission Expires 11/13/05