

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

The McGraw-Hill Companies

- Individual(s)
- General Partnership
- Corporation-State New York
- 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: February 28, 2003

2. Name and address of receiving party(ies)

Name: ComStock, Inc.

Internal

Address:

Street Address: 600 Mamaroneck Ave

City: New York State: NY Zip: 10528

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- 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) 76/263563

B. Trademark Registration No.(s) N/A

Additional number(s) attached Yes No

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

Name: Kimberly B. Herman

Internal Address:

Street Address: Sullivan & Worcester LLP
One Post Office Square

City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500751

DO NOT USE THIS SPACE

9. Signature.

Kimberly B. Herman
Name of Person Signing

Kimberly B. Herman
Signature

September 26, 2003
Date

Total number of pages including cover sheet, attachments, and document: 10

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

CH \$40.00 500751 76263563

ASSIGNMENT OF TRADEMARK APPLICATION

This Assignment of Trademark Application (the "Assignment") is made by THE McGRAW-HILL COMPANIES, INC., a New York corporation (the "Parent") having an address at 1221 Avenue of the Americas, New York, New York 10020 U.S.A., and ComStock, Inc. (the "Company"), a New York Corporation. Prior to the transactions effected pursuant to the Agreement referred to below, the Company's name was S&P Comstock, Inc., and it was a wholly owned subsidiary of the Parent, having an address at 600 Mamaroneck Avenue, Harrison, New York 10528 U.S.A.

WHEREAS, Interactive Data Corporation ("Purchaser"), on the one hand, and the Parent, Standard & Poor's Information Services (Australia) Pty. Ltd., an indirect wholly owned subsidiary of Parent ("McGraw-Hill Australia"), McGraw-Hill International (U.K.) Ltd., an indirect wholly owned subsidiary of Parent ("McGraw-Hill UK"), and McGraw-Hill International Enterprises, Inc., a wholly owned subsidiary of Parent ("MIE"), on the other hand, are parties to a Stock and Asset Purchase Agreement, dated as of January 16, 2002 (the "Agreement"; Parent, McGraw-Hill Australia, McGraw-Hill UK and MIE are sometimes referred to herein in the singular as the "Seller" and collectively as the "Sellers"); and

WHEREAS, pursuant to the Agreement, on February 28, 2003 (the "Closing Date"), the Sellers sold to the Purchaser the Shares of the Company and the Assets of the Acquired Business (as those terms are defined in the Agreement);

WHEREAS, after the completion of the transactions effected pursuant to the Agreement, the Company became a wholly owned subsidiary of Purchaser, named "Comstock Inc.", with its principal offices at the same address cited above;

WHEREAS, the Parent, in connection with the Acquired Business, had adopted, used, and had been using the mark identified on the attached Exhibit A (the "Mark");

WHEREAS, Parent and Purchaser agreed that, from time to time, whether before, at or after the Closing Date, each of them would execute and deliver such further instruments of conveyance and transfer and take such other action as may be necessary to carry out the purposes and intents of the Agreement; and

WHEREAS, in connection with the transactions contemplated by the Agreement, Parent is transferring to the Company all of Parent's right, title and interest in and to the Mark, and to any applications and registrations therefor, including the application identified in Exhibit A hereto.

NOW THEREFORE, in consideration of the payment by the Company of U.S. \$5.00 (five U.S. dollars) in cash, the receipt in full of which is hereby acknowledged, the parties hereto agree as follows:

1. Parent hereby sells, assigns, transfers and conveys to the Company, as of the Closing Date, all of Parent's right, title and interest in and to the Mark, and any applications and registrations therefor, including the application identified on the attached Exhibit A, together with the goodwill associated with use of and symbolized by the Mark.
2. Parent further sells, assigns, transfers and conveys to the Company, as of the Closing Date, all of the Parent's right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Mark in connection with use of the Mark.
3. The Company hereby accepts, as of the Closing Date, the right, title and interest hereinabove assigned by Parent.
4. The terms, covenants and provisions of this Assignment shall inure to the benefit of the Company, its successors, assigns, and/or legal representatives, and shall be binding upon the Parent, its successors, assigns and/or legal representatives.
5. Nothing herein is intended to transfer to the Company any and all of Parent's rights of any kind with respect to the names "Standard & Poor's", "S&P", "McGraw-Hill", "The McGraw-Hill Companies", "XpressFeed" and derivatives of such names or trademarks.

[Remainder of page intentionally left blank.]

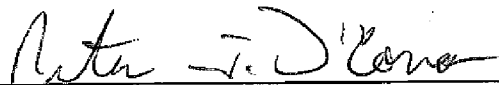
IN WITNESS WHEREOF, the Parent has executed and delivered this instrument this 21st day of August, 2003.

THE MCGRAW-HILL COMPANIES, INC.

By: 
Scott L. Bennett, Senior Vice President
Associate General Counsel and Secretary

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

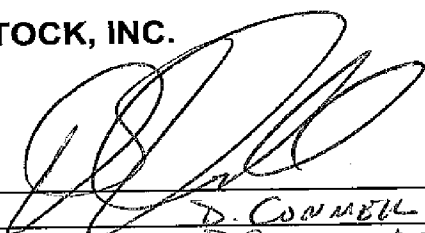
On this 21st day of August, 2003, before me appeared Scott L. Bennett, the person who signed this instrument, who acknowledged that he or she signed it as a free act on behalf of the identified corporation with authority to do so.


Notary Public

PETER J. O'CONNOR
NOTARY PUBLIC, State of New York
No. 41-4816506, Qual. in Queens County
Certificate Filed in New York County
Commission Expires May 31, 2006

IN WITNESS WHEREOF, the Company has executed and delivered this instrument this 19th day of September, 2003.

COMSTOCK, INC.

By: 
Name: D. CONNELL
Title: PRESIDENT

State of New York)
County of Westchester) ss.

On this 19th day of September, 2003, before me appeared Daniel Connell the person who signed this instrument, who acknowledged that he or she signed it as a free act on behalf of the identified corporation with authority to do so.


Notary Public

VITO ALBANO
Notary Public, State of New York
No. 01AL4964673
Qualified in Westchester County
Commission Expires April 2, 2006

EXHIBIT A**SERVICE MARK INFORMATION SHEET**

MARK: XPRESSO
COUNTRY: U.S.A.
APPLICANT: The McGraw-Hill Companies, Inc.
APPLICATION NO.: 76263563
APPLICATION DATE: May 29, 2001
CLASS: 9
GOODS: Computer software directed to the financial industry that may be downloaded from the internet, namely, software which provides dynamic, real-time updates of financial information to a user's desktop and is platform independent and works within internet environments.

I:\Work\Word\MHarriss\Project Atlantic\Trademark\3 XPRESSO - USA 8-19-03.doc