

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Broadview Holdings LLP

- 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: **December 23, 2003**

2. Name and address of receiving party(ies)

Name: **Jefferies Group, Inc.**

Internal
Address: _____

Street Address: **520 Madison Avenue**

City: **New York** State: **New York** Zip: **10022**

- 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)

2,497,558 2,428,060

Additional number(s) attached Yes No

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

Name: **Jeffrey H. Greene, Esq.**

Internal Address: **c/o Morgan, Lewis & Bockius LLP**
38th Floor

Street Address: **101 Park Avenue**

City: **New York** State: **NY** Zip: **10178**

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41).....\$ **65.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

13-4520

(Attach duplicate copy of this page if paying by deposit account)

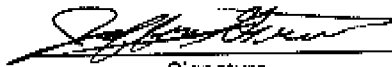
DO NOT USE THIS SPACE

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.

Jeffrey H. Greene, Esq.

Name of Person Signing



Signature

January 14, 2004

Date

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

6

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

CH \$65.00 134520 2497558

Execution Copy**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT is dated as of the 23rd day of December, 2003, by BROADVIEW HOLDINGS LLP, a Commonwealth of Virginia limited partnership with its principal place of business at 1345 Avenue of the Americas, 20th Floor, New York, New York, 10105 ("Assignor"), to JEFFERIES GROUP, INC., a Delaware corporation with its principal place of business at 520 Madison Avenue, 8th Floor, New York, New York 10022 ("Assignee").

RECITALS

WHEREAS, Assignee and Assignor are parties to a Transaction Agreement, dated as of December 18, 2003 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor the Purchased Assets, including, without limitation, the Transferred Intellectual Property of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Assignee of, all of such assets.

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign trademarks and trade names, including, without limitation, the servicemarks, trademarks and the applications and registrations therefor listed on Schedule A, together with the goodwill of the business associated therewith (the "Marks").

NOW THEREFORE, in consideration of the representations, warranties and covenants contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby transfers and assigns to Assignee all of Assignor's worldwide right, title and interest in, to and under the Marks.
2. Rights and Privileges. All rights and privileges, including without limitation the right to sue for and receive damages from past infringements of the Marks shall be held and enjoyed by Assignee, its successors and assigns.
3. Further Assurances. Assignor agrees to execute and deliver at any future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Marks.
4. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of

trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Marks.

5. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the terms and conditions set forth in Section 14.07 of the Agreement.

6. Defined Terms. Any defined term not specifically defined herein shall have the meaning specified in the Agreement.

7. Integration. This Trademark Assignment, together with the Agreement and its Annexes and Disclosure Schedules, represents the entire agreement and understanding between the parties concerning the subject matter hereof, and may not be amended except by the written agreement of the parties.

8. Counterparts. This Trademark Assignment may be executed in two or more counterparts, which may be facsimile counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties have duly executed this Trademark Assignment as of the date first above written.

BROADVIEW HOLDINGS LLP

By: 

Name:

Title:

ACCEPTED:

JEFFERIES GROUP, INC.

By: _____

Name:

Title:

[Signature Page to Trademark Assignment]

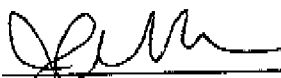
IN WITNESS WHEREOF, the parties have duly executed this Trademark Assignment as of the date first above written.

BROADVIEW HOLDINGS LLP

By: _____
Name:
Title:

ACCEPTED:

JEFFERIES GROUP, INC.

By:  _____
Name: Joseph A. Schenk
Title: Chief Financial Officer

SCHEDULE A

1. Trademarks owned by Assignor:

Trademark	Country	Registration No.	Registration Date	Status
Broadview	AU	850062	Jan. 24, 2002	Registered
Broadview	CA	592397	Oct. 16, 2003	Registered
Broadview	JP	4561255	Apr. 19, 2002	Registered
Broadview	NZ	622983	Mar. 15, 2001	Registered
Broadview	TW	105072	Dec. 1, 1998	Registered
Broadview	US	2,497,558	Oct. 16, 2001	Registered
Broadview	CA	522,770	Feb. 8, 2000	Registered
Associates				
Broadview	HK	B4507/2000	Sep. 23, 1997	Registered
Associates				
Broadview	KR	50569	Dec. 9, 1998	Registered
Associates (SM)				
Broadview	SG	T97/11578C	Sep. 22, 1997	Registered
Associates (SM)				
Opportunities	NZ	622984	Sep. 12, 2000	Registered
Created Here				
Opportunities	US	2,428,060	Feb. 13, 2001	Registered
Created Here				

2. Trademarks owned by Broadview Associates:

Trademark	Country	Registration No.	Status
Broadview	UK	1428408	Registered
Broadview	UK	1428409	Registered
Broadview	EU	000561035	Registered
Associates			