

08-08-2003

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



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

Tab settings

102519678

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. **7.17.03**

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

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

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: as of 04/04/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
76/174,846

B. Trademark Registration No.(s) _____
NONE

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

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

7/16/2003
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

08/07/2003 6T0N11 00000137 76174846

01 FC:8521 40.00 OP

TRADEMARK
REEL: 002796 FRAME: 0855

ICE TRADEMARK ASSIGNMENT

This ICE TRADEMARK ASSIGNMENT (this "Assignment") is made and effective as of April 4, 2003, 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.

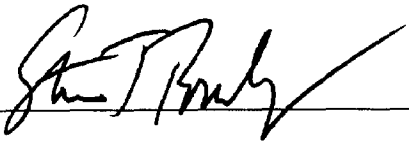
This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and wholly performed therein.

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: 

By: _____

Name: Steven J. Bresky

Name: _____

Title: President

Title: _____

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

SEABOARD SOFTWARE
INNOVATIONS, INC.

INTERCONTINENTAL EXCHANGE, INC.

By: _____

By:  _____

Name: _____

Name: Richard W. Spencer

Title: _____

Title: Chief Financial Officer

Schedule 1A

Mark	Application No.	Filing Date	Record Owner
ICE PRIVATE NETWORK	76/174,846	December 4, 2000	Internet Commodity Exchange Corp.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.:
COUNTY OF JOHNSON)

On this 30th day of May 2003, before me personally came Steven J. Bresky, 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.

Julia Ann Foster Dwyer
[NOTARY SEAL]

My Commission Expires 01/29/2007