

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABN AMRO Incorporated		04/01/2004	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	Merrill Lynch Professional Clearing Corp.
Street Address:	101 Hudson Street
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	1898005	THE MARKET MACHINE
Registration Number:	2031442	THE MARKET MACHINE

CORRESPONDENCE DATA	
Fax Number:	(312)706-9000
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-701-7517
Email:	lasmith@mayerbrownrowe.com
Correspondent Name:	Jason K. Schmitz
Address Line 1:	P.O. Box 2828
Address Line 4:	Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	07688/04278124
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NAME OF SUBMITTER:	Laura A. Smith
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Total Attachments: 3
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ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (the "Agreement") is entered into this 1st day of April, 2004 (the "Effective Date"), by and between ABN AMRO Incorporated, a New York corporation ("Assignor"), and Merrill Lynch Professional Clearing Corp., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, service marks and/or trade names and all applications therefore (collectively, "Trademarks") specified in Schedule A attached hereto;

WHEREAS, Assignee is acquiring the portion of Assignor's business to which the Trademarks pertain, pursuant to that certain Asset Purchase Agreement, dated January 12, 2004, between Assignor, Assignee and ABN AMRO Sage Corporation;

WHEREAS, Assignee is desirous of acquiring Assignor's entire right, title and interest in and to the Trademarks; and

WHEREAS, Assignor is willing to assign to Assignee all of Assignor's rights, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the applications or registrations therefore as identified in Schedule A. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Trademarks. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as may be necessary or desirable from time to time, to perfect and vest title in the Trademarks in Assignee, or Assignee's successors and assigns.


This Agreement shall be governed by and enforced in accordance with the laws of the State of New York, without giving effect to any conflicts of law principles.

This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

Each party represents that it has taken all necessary action to authorize the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

ABN AMRO INCORPORATED:

By: 
Title: Asst. Vice President and Secretary
Date: 4/1/04

MERRILL LYNCH PROFESSIONAL
CLEARING CORP.:

By: _____
Title: _____
Date: _____

SCHEDULE A

Registered U.S. Trademarks:

“The Market Machine” – Registration No. 1,898,005 – Filed 3/11/93 – Registered 6/6/95

“The Market Machine” – Registration No. 2,031,442 – Filed 12/27/94 – Registered 1/21/97