

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
Charles Schwab & Co., Inc.		10/22/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Schwab Capital Markets, LP
Street Address:	111 Pavonia Avenue East
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07310
Entity Type:	LIMITED PARTNERSHIP: NEW JERSEY

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	78460731	ALGOPLUS
Serial Number:	78443258	ONRAMP
Serial Number:	78409844	PASSIVE INDICATION NETWORK
Registration Number:	2599174	SMARTEX

CORRESPONDENCE DATA	
Fax Number:	(415)576-0300
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415-576-0200
Email:	ergosse@townsend.com
Correspondent Name:	Elizabeth R. Gosse
Address Line 1:	Two Embarcadero Center, 8th Floor
Address Line 4:	San Francisco, CALIFORNIA 94111-3834

ATTORNEY DOCKET NUMBER:	20425-406, 907, 922, 925
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NAME OF SUBMITTER:	Elizabeth R. Gosse
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Total Attachments: 2

CH \$115.00 78460731

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TRADEMARK ASSIGNMENT

This ASSIGNMENT is effective as of October 22, 2004. The assignment made by this instrument is from Charles Schwab & Co. Inc., a California corporation whose principal place of business is at 101 Montgomery Street, San Francisco, California 94101 (hereinafter "Assignor"), to Schwab Capital Markets, LP, a New Jersey limited partnership whose principal place of business is at 111 Pavonia Avenue East, Jersey City, New York 07310 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of marks (including trademarks, service marks, collective trademarks, collective service marks, collective membership marks, certification marks, trade names, assumed names, slogans, logos and trade dress - collectively, "the Marks"), and United States and Canadian applications and registrations therefor, including but not limited to the following:

<u>Mark</u>	<u>Intl. Class</u>	<u>Appl. No./Date</u>	<u>Reg. No./Date</u>
ALGOPLUS	36	78/460,731 August 2, 2004	
ONRAMP	9, 36	78/443,258 June 29, 2004	
PASSIVE INDICATION NETWORK	36	78/409,844 April 28, 2004	
SMARTEX	36	Registered	2599174 July 23, 2002
SMARTEX	36	1106397 (Canada) June 13, 2001	Pending

WHEREAS, Assignor owns all rights, title and interest of every kind, nature or description in and to the Marks, all rights therein, including any and all past, present and future registrations and applications therefor, all rights of renewal thereof, all rights to royalties for the licensing thereof, all claims for infringement thereof, and all goodwill pertaining thereto (hereinafter "All Rights in the Marks"); and,

WHEREAS, Assignor desires to assign to Assignee All Rights in the Marks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, set over and transfer to Assignee All Rights in the Marks. This assignment of all claims for damages by reason of past infringement(s) of the Marks, includes the right of Assignee to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives. These

assigned rights shall be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, at common law and/or to the end of the term or terms of which registrations pertaining to the Marks may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

Assignor agrees to execute all documents necessary to effectuate and maintain registrations pertaining to the Marks, now and in the future.

The undersigned officer of Assignor represents that he/she has authority to execute this Assignment on behalf of Assignor, and to carry out all obligations imposed hereunder. The undersigned has read, understand, and agrees to the terms of this Assignment.

CHARLES SCHWAB & CO., INC.

Dated: 10-22, 2004

By: [Signature]
Name: COLITA ELLIS
Title: VP, Senior Corp. Counsel