

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FTSE International Limited		07/28/2005	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

<b>Name:</b>	The Financial Times Limited
<b>Street Address:</b>	Number One Southwark Bridge
<b>City:</b>	London
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	SE1 9 HL
<b>Entity Type:</b>	COMPANY: UNITED KINGDOM

<b>Name:</b>	The London Stock Exchange PLC
<b>Street Address:</b>	10 Paternoster Square
<b>City:</b>	London
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	EC4M 7LS
<b>Entity Type:</b>	COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76602800	FTSE4GOOD

CORRESPONDENCE DATA

Fax Number: (212)715-8000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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CH \$40.00 76602800

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

57738/26

DOMESTIC REPRESENTATIVE

Name: Mary B. Aversano  
Address Line 1: 1177 Avenue of the Americas  
Address Line 2: Kramer Levin Naftalis & Frankel LLP  
Address Line 4: New York, NEW YORK 10036

DOMESTIC REPRESENTATIVE

Name: Mary B. Aversano  
Address Line 1: 1177 Avenue of the Americas  
Address Line 2: Kramer Levin Naftalis & Frankel LLP  
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:

Mary B. Aversano

Signature:

/marybaversano/

Date:

12/22/2005

Total Attachments: 5

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**THIS AGREEMENT** is made on the 28 day of July 2005

**BETWEEN:**

- (1) **FTSE INTERNATIONAL LIMITED**, whose registered office is situated at St Alphage House, Podium Floor, 2 Fore Street, London EC2Y 5DA ("**FTSE**");
- (2) **THE FINANCIAL TIMES LIMITED**, whose registered office is situated at Number One Southwark Bridge, London SE1 9HL ("**FT**"); and
- (3) **THE LONDON STOCK EXCHANGE PLC**, whose registered office is situated at 10 Paternoster Square, London, EC4M 7LS ("**Exchange**").

**WHEREAS:**

- (A) FTSE has made the trade mark applications for the "FTSE4Good" trade mark as set out at Schedule 1 of this Agreement (the "**Applications**").
- (B) FTSE wishes to undertake to assign the ownership in the each of the Applications to the FT and the Exchange.
- (C) The FT and the Exchange wish to split the goodwill within the FTSE4Good trade mark within the Applications and to grant a licence to FTSE to use the FTSE4Good trade mark as set out in this Agreement.

In consideration of the mutual undertakings herein

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. DEFINITIONS:**

1. In this Agreement, the defined terms below shall have the following meanings:

"**IP Rights Licence**" means the Licence of Intellectual Property Rights entered into by FTSE, the FT and the Exchange on 8<sup>th</sup> December 1995";

"**Mark**" shall mean the "FTSE4Good" trade mark together with any further registrations of the Mark made by FTSE on behalf of the FT and the Exchange in any country in the world during the term of this Agreement;

"**Trade Marks**" shall have the same definition as specified within the IP Rights Licence; and

"**Joint Trade Marks**" shall have the same definition as specified within the IP Rights Licence.

In this Agreement (except where the context otherwise requires) use of the singular includes the plural and vice versa.

**2. TITLE AND GOODWILL**

- 2.1 In accordance with the IP Rights Licence, FTSE acknowledges that the "FTSE" trade mark is a Joint Trade Mark of the FT and the Exchange and that all ownership rights and goodwill in and to the FTSE trade mark vest in and to the FT and the Exchange.
- 2.2 The FT and the Exchange acknowledge that the Mark is based upon the FTSE4Good index series which has been developed independently by FTSE. The FT and the

Exchange further acknowledge that the Mark and the Applications do not form part of the Trade Marks as defined within the IP Rights Licence.

2.3 In accordance with the terms of the IP Rights Licence, FTSE hereby undertakes to assign the ownership in each Mark within the Applications to the FT and the Exchange.

2.4 Each of the parties agree and acknowledge that all of the goodwill existing solely within the "FTSE" trade mark, to the extent agreed to within the IP Rights Licence, remains vested with the FT and the Exchange. The FT and the Exchange hereby agree to assign by way of present and future assignment all goodwill arising in or in relation to "4Good" to FTSE. The FT and the Exchange each further agree and acknowledge that they have no right to the ownership of any of the goodwill within the "4Good" suffix of the Mark and shall not assert any such claims thereto.

### **3. LICENCE**

3.1 The FT and the Exchange hereby grants to FTSE an exclusive royalty free worldwide licence to use the Mark and to make further applications for the Mark as may be further be agreed to between the parties. For the avoidance of doubt, this licence shall not operate to grant an exclusive licence to the use of the FTSE trade mark by FTSE and shall not conflict with the terms of the IP Rights Licence.

3.2 Each of the parties agree that where applicable, FTSE may apply to register this Agreement as a licence at the relevant national trade marks registry to use the Mark.

### **4. TRADEMARK REGISTRATIONS**

4.1 The FT and the Exchange hereby permit FTSE to make further worldwide applications for the Mark, provided that it informs the FT and the Exchange of such further applications and that such applications are made in the name of the FT and the Exchange.

4.2 The FT and the Exchange shall not apply for or obtain the registration of the Mark in any other class of goods and services or in any other country independently or as a joint application.

4.3 The FT and the Exchange shall not apply for or obtain registration of any trade or service mark which consists of or comprises the word "4Good" or any other confusingly similar word or words.

### **5. DUTIES OF THE PARTIES**

5.1 Each of the parties agree that they shall not do or omit to do anything to diminish the rights of each party in the Mark and the Applications or impair any registration of the Mark and the Applications.

5.2 The FT and the Exchange shall take all steps to prosecute to registration of the Applications and shall provide FTSE with all such assistance as is necessary in processing the Applications, including the execution of any necessary documents, and in maintaining the registrations once the Applications have been registered.

### **6. INFRINGEMENT**

6.1 Each party shall promptly notify the other of any actual or suspected infringement within the use of the Mark that comes to its attention (an "Infringement").

- 6.2 The FT and the Exchange will co-operate fully with FTSE in taking all steps required by FTSE in connection with any Infringement, including, without limitation, legal proceedings in the joint names of the FT and the Exchange and FTSE.

## 7. TERM

This Agreement shall continue for the life of the Mark or until such time where FTSE stops calculating the FTSE4Good Index series.

## 8. TERMINATION

- 8.1 Any of the parties may terminate this Agreement forthwith by notice in writing to another party if that party:

(a) commits a breach of this Agreement, which in the case of a breach capable of remedy, shall not have been remedied within thirty days of the receipt of a written notice from the non-breaching party identifying the breach and requiring its remedy; or

(b) is unable to pay its debts or enters into compulsory or voluntary liquidation other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation, if a different legal entity, shall agree to be bound by and assume the obligations of the relevant party under this Agreement or compounds with or convenes a meeting of its creditors or has a receiver, manager or as an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which, in the opinion of the party giving notice, means that the other may be unable to pay its debts.

- 8.2 Termination of this Agreement for whatever reason shall not affect the accrued rights or liabilities of the parties arising in any way out of this Agreement as at the date of termination and in particular, but without limitation, the right to recover damages against the other and all of the provisions which are expressed to survive this Agreement or which by implication do shall remain in force and in effect.

- 8.3 On termination of this Agreement the rights granted by each of the parties shall automatically revert to the party that granted such rights free from any claim, lien, set-off or counterclaim.

- 8.4 In the event that this Agreement is terminated:

(a) the FT and the Exchange shall cancel their registrations of the Mark and undertake not to re-register the Mark independently or jointly and shall also not seek to register any trade or service mark containing the word "4Good" or any confusingly similar words;

(b) FTSE shall not re-register the Mark, unless permitted to do so by the express written consent of the FT and the Exchange; and

(c) any goodwill created in the Mark prior to termination shall be split between the parties in accordance with and subject to the provisions of clause 2.4 of this Agreement.

**9. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the matters agreed herein and except as stated in the instruments and documents to be executed and delivered hereto, contains all of the representations, undertakings and agreements of the respective, provided that the parties may by subsequent agreement in writing amend or terminate the Agreement.

**10. VARIATION**

No variation of this Agreement shall be effective unless made in writing.

**11. NON-WAIVER**

No failure to exercise nor any delay in exercising by each of the parties to this Agreement of any right, power, privilege or remedy under this Agreement shall impair or operate as a waiver of such right, power, privilege or remedy.

**12. SEVERABILITY**

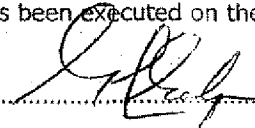
If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of all the other provisions (and, if applicable, the remainder of the provision in question) shall not be affected.

**13. LAW AND JURISDICTION**

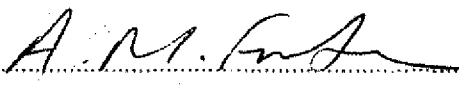
This Agreement shall be governed by and construed in accordance with laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

**IN WITNESS WHEREOF** this Agreement has been executed on the date written above.

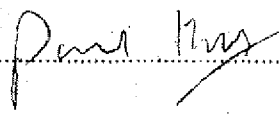
**SIGNED** by  
for and behalf of  
**FTSE INTERNATIONAL LIMITED**

  
.....

**SIGNED** by  
for and behalf  
**THE FINANCIAL TIMES LIMITED**

  
.....

**SIGNED** by  
for and behalf of  
**THE LONDON STOCK EXCHANGE PLC**

  
.....

**SCHEDULE 1**

**TRADE MARK APPLICATIONS**

<b>Trade Mark</b>	<b>Country/Trade Mark Registry</b>	<b>Trade Mark Number</b>	<b>Glasses</b>
FTSE4Good	UK	2367477	16, 35, 36 & 42
FTSE4Good	CTM	3916459	16, 35, 36 & 42
FTSE4Good	USA	76/602,800	16, 35, 36 & 42
FTSE4Good	Japan	2004-75947	16, 35, 36 & 42