

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Stock Exchange Luncheon Club, Inc.		12/31/2006	Not-for-profit corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NYSE Group, Inc.		
<b>Street Address:</b>	11 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76661034	THE STOCK EXCHANGE LUNCHEON CLUB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(908)598-5710		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	908.598.5878		
<b>Email:</b>	mbisard@tpw.com		
<b>Correspondent Name:</b>	Mark Bisard		
<b>Address Line 1:</b>	25 DeForest Avenue		
<b>Address Line 4:</b>	Summit, NEW JERSEY 07901		
<b>ATTORNEY DOCKET NUMBER:</b>	19460-00002		
<b>NAME OF SUBMITTER:</b>	Mark Bisard		
<b>Signature:</b>	/mbisard/		
<b>Date:</b>	02/05/2007		

CH \$40.00 76661034

Total Attachments: 2

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ASSIGNMENT

THIS ASSIGNMENT is made effective on December 31<sup>st</sup>, 2006 by and between STOCK EXCHANGE LUNCHEON CLUB, INC., a New York not-for-profit corporation with its principal place of business at 11 Wall Street, New York, New York 10005 ("Assignor"), and NYSE GROUP, INC., a Delaware corporation with its principal place of business at 11 Wall Street, New York, New York 10005 ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of November 22, 2006, pursuant to which Seller has agreed to sell, transfer, convey, assign and deliver to Assignee substantially all of the assets of Assignor, including the trademark application set forth in Schedule I hereto (the "Trademark Application");

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged:

Assignor hereby assigns and delivers to Assignee and Assignee hereby accepts said assignment and delivery of Assignor's entire right, title and interest in and to the Trademark Application, together with the goodwill of the business associated therewith and which is symbolized thereby, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademark Application. Assignor shall cooperate in the execution of any further documentation and do all further acts as the Assignee may reasonably request from time to time at the Assignee's expense to effectuate this Assignment.

Except to the extent that Federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to a contract executed and performed in such State.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed in duplicate counterparts by their respective officers thereunto duly authorized, as of the day and year first written above.

ASSIGNOR

ASSIGNEE

STOCK EXCHANGE LUNCHEON CLUB, INC.

NYSE GROUP, INC.

By: [Signature]  
Name: ROBERT CUNNINGHAM  
Title: PRESIDENT

By: [Signature]  
Name: William M. Freeman  
Title: Gen. V.P.

**Schedule I**

Word Mark: THE STOCK EXCHANGE LUNCHEON CLUB

Goods and Services: IC 041. US 100 101 107. G&S: Luncheon club services. First Use 19040404. First Use in Commerce: 19040404.

Mark Drawing Code: (5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM

Serial Number 76661034

Filing Date June 5, 2006

Current Filing Basis 1A

Original Filing Basis 1A

Owner (APPLICANT) The Stock Exchange Luncheon Club, Inc.

Type of Mark: Service Mark

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