

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

Name	Formerly	Execution Date	Entity Type
Board of Trade of the City of New York, Inc.		08/23/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	IntercontinentalExchange, Inc.
Street Address:	2100 RiverEdge Parkway, Fifth Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2853551	COFFEE "C"
Registration Number:	2695403	COPS
Serial Number:	78199848	COTTON NO. 2
Registration Number:	2782911	ECOPS
Registration Number:	2938798	ECOPS
Registration Number:	1400649	FINEX
Registration Number:	1470041	FYTR
Registration Number:	2334012	NEW YORK BOARD OF TRADE
Registration Number:	3065227	NEW YORK BOARD OF TRADE
Registration Number:	2342961	NYBOT
Registration Number:	1845371	SOFTWARE
Serial Number:	78199843	SUGAR NO. 11
Serial Number:	78199832	SUGAR NO. 14
Registration Number:	1723030	TIPS

CH \$415.00 2853551

Registration Number:	1843172	U.S. DOLLAR INDEX
Registration Number:	1407946	USDX

CORRESPONDENCE DATA

Fax Number: (215)656-2498

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215-656-3385

Email: ip.phil@dlapiper.com

Correspondent Name: Paul A. Taufer

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Address Line 2: One Liberty Place

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	ICE-1-D
NAME OF SUBMITTER:	Nancy Nunez
Signature:	/NN/
Date:	08/24/2007

Total Attachments: 2

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TRADEMARK ASSIGNMENT

The undersigned, Board of Trade of the City of New York, Inc., a Delaware corporation, with its principal place of business located at One North End Avenue, New York, NY 10282-1101, (the "Assignor"), hereby transfers and assigns to IntercontinentalExchange, Inc., a Delaware corporation, with its principal place of business located at 2100 RiverEdge Parkway, 5th Floor, Atlanta, GA 30328 (the "Assignee"), all right, title, and interest in and to the marks and registrations therefore described in Exhibit A, which is attached hereto and is incorporated by reference herein, and the goodwill of the business associated therewith and the portion of the business of Assignor relating to the marks set forth in Exhibit A (collectively, the "Marks").

For good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign unto the Assignee all of its right, title, and interest in and to the Marks, free and clear of all liens and encumbrances, together with all of the goodwill of the business associated with and symbolized by such Marks, the applications and registrations therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Marks, for the use and behalf of Assignee and its successors, assigns or other legal representative and to prosecute such applications and registrations in the United States Patent and Trademark Office or in any foreign jurisdiction.

After the execution of this Trademark Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee, from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Marks, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Marks and to give full effect to this Trademark Assignment.

This Trademark Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

The rights and property herein conveyed by the undersigned are free and clear of any encumbrance.

EXECUTED under seal on August 23, 2007.

**Board of Trade of the City of New York, Inc.
ASSIGNOR**

By: 

Name: Jill S. Fassler

Title: Vice President, Associate General Counsel

EXHIBIT A

Trademarks

MARK	U.S. APPLICATION NO. / REGISTRATION NO.	FILING DATE / REGISTRATION DATE
COFFEE "C"	2,853,551	06/15/2004
COPS	2,695,403	03/11/2003
COTTON NO. 2	78/199,848	01/03/2003
ECOPS	2,782,911	11/11/2003
ECOPS	2,938,798	04/05/2005
FINEX	1,400,649	07/08/1986
FYTR	1,470,041	12/22/1987
NEW YORK BOARD OF TRADE	2,334,012	03/21/2000
NEW YORK BOARD OF TRADE & Design	3,065,227	03/07/2006
NYBOT	2,342,961	04/18/2000
SOFTWARE	1,845,371	07/19/1994
SUGAR NO. 11	78/199,843	01/03/2003
SUGAR NO. 14	78/199,832	01/03/2003
TIPS	1,723,030	10/06/1992
U.S. DOLLAR INDEX	1,843,172	07/05/1994
USDX	1,407,946	09/02/1986