

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| IntercontinentalExchange, Inc. | | 10/05/2007 | CORPORATION: |

| | |
|-----------------------------|------------------------|
| RECEIVING PARTY DATA | |
| Name: | ICE Futures U.S., Inc. |
| Street Address: | One North End Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10282-1101 |
| 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: | 10/09/2007 |

Total Attachments: 2
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TRADEMARK ASSIGNMENT

The undersigned, IntercontinentalExchange, Inc., a Delaware corporation, with its principal place of business located at 2100 RiverEdge Parkway, 5th Floor, Atlanta, GA 30328, (the "Assignor"), hereby transfers and assigns to ICE Futures U.S., Inc., a Delaware corporation, with its principal place of business located at One North End Avenue, New York, NY 10282-1101 (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 October 5, 2007.

IntercontinentalExchange, Inc.
ASSIGNOR

By: _____



Name: Andrew J. Surdykowski

Title: Vice President & Assistant 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 |