

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/24/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NASDAQ OMX PHLX, Inc.		01/13/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The NASDAQ OMX Group, Inc.
Street Address:	One Liberty Plaza, 165 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10006
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2400041	PHLX

CORRESPONDENCE DATA

Fax Number: (202)887-4288
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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 Correspondent Name: David C. Lee, Esq. - Akin Gump
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ATTORNEY DOCKET NUMBER:	071943.0005
NAME OF SUBMITTER:	David C. Lee
Signature:	/David C. Lee/

CH \$40.00 2400041

Date:

01/13/2009

Total Attachments: 2

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

This *Nunc Pro Tunc* Trademark Assignment ("Assignment") is effective as of July 24, 2008 ("Effective Date"), and entered into by NASDAQ OMX PHLX, Inc. a Delaware Corporation (formerly, "Philadelphia Stock Exchange, Inc."), with an address at 1900 Market Street, Philadelphia, PA 19103-3584 ("Assignor"), and The NASDAQ OMX Group, Inc., a Delaware Corporation, with an address at One Liberty Plaza, 165 Broadway, New York, New York 10006 ("Assignee", and together with Assignor, the "Parties").

The Parties hereto wish to confirm and memorialize the assignment and transfer of the certain trademarks to Assignee and hereby agree as follows:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark and the registration therefor as set forth on **Schedule A** attached hereto (the "Mark"); and

WHEREAS, Assignee is desirous of acquiring from Assignor the entire right, title and interest in and to the Mark, the registration therefor and the goodwill of the business associated therewith, as set forth on **Schedule A** attached hereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, said Assignor hereby assigns to said Assignee all right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, and the registration therefor as set forth in **Schedule A**, and all rights to damages and profits, due or accrued, arising out of past infringements of the Mark, including the right to sue for and recover the same.

This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of Assignor and Assignee. The Parties hereto further agree and confirm that the present Assignment may be made of record in the United States Patent and Trademark Office and other administrative authorities, as appropriate and desired by Assignee.

IN WITNESS WHEREOF, intending to be legally bound, Assignor has caused this Assignment to be executed by its authorized representative, effective as of the Effective Date.

The NASDAQ OMX Group, Inc.
(Assignee)

Name: [Signature]

Title: Exec. Vice President

NASDAQ OMX PHLX, Inc.
(Assignor)

Name: [Signature]

Title: CEO

SCHEDULE A

PHLX

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