

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ocean Tomo, LLC		06/15/2009	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	ICAP Acquisition Sub LLC		
Street Address:	1209 Orange Street		
Internal Address:	Corporation Trust Center		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3428629	THE DEAN'S LIST	
Registration Number:	3624014	PATENT/BID-ASK	
Registration Number:	3624015	P/B-A	
CORRESPONDENCE DATA			
Fax Number:	(202)628-8844		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-624-2500		
Email:	afield@crowell.com		
Correspondent Name:	Crowell & Moring LLP		
Address Line 1:	P.O. Box 14300		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20044-4300		
ATTORNEY DOCKET NUMBER:	101845.0000066		
NAME OF SUBMITTER:	Alison J. Field		

OP \$90.00 3428629

Signature:	/Alison J. Field/
Date:	06/25/2009
Total Attachments: 8 source=Assignment-Ocean Tomo#page1.tif source=Assignment-Ocean Tomo#page2.tif source=Assignment-Ocean Tomo#page3.tif source=Assignment-Ocean Tomo#page4.tif source=Assignment-Ocean Tomo#page5.tif source=Assignment-Ocean Tomo#page6.tif source=Assignment-Ocean Tomo#page7.tif source=Assignment-Ocean Tomo#page8.tif	

Intellectual Property Assignment

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “**Agreement**”), dated as of June 15, 2009, is executed by and among (a) ICAP Acquisition Sub LLC, a company organized under the laws of Delaware (the “**Purchaser**”), and (b) (i) Ocean Tomo, LLC, a company organized under the laws of Illinois, (ii) Ocean Tomo Auctions, LLC, a company organized under the laws of Delaware and (iii) Ocean Tomo Federal Services, LLC, a company organized under the laws of Delaware (together, the “**Sellers**”), pursuant to that certain Asset Purchase Agreement, dated as of June 15, 2009, by and among the Purchaser, the Sellers, and the other parties named therein (the “**Asset Purchase Agreement**”). Capitalized terms used herein but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.

Section 1 Sale, Assignment, Transfer, Conveyance and Delivery. Upon the terms and subject to the conditions of the Asset Purchase Agreement and the other Transaction Documents, for value received, each Seller does hereby, effective as of the Closing, absolutely, unconditionally and irrevocably sell, assign, transfer, convey and otherwise deliver to the Purchaser, and the Purchaser does hereby purchase, acquire and accept from each Seller, all of such Seller’s right, title and interest, throughout the world, in, to and under the Acquired Intellectual Property that is owned by such Seller or in which such Seller has any interest, including (i) the patents, patent applications and provisionals set forth on Schedule A hereto, including the entire right, title, and interest in and to all inventions disclosed therein, the right to file additional applications on any such inventions, and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, including divisions, continuations, and continuations-in-part, as well as all reissues and extensions thereof, and all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, (ii) the trademarks and trademark applications set forth on Schedule B hereto, and (iii) the domain names and e-mail addresses set forth on Schedule C hereto, together with all rights of action and defenses accrued, accruing and to accrue in respect of the Acquired Intellectual Property including, without limitation, the right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith (including provisional or other royalties) and to fully and entirely stand in the place of such Seller in all matters related to all of the foregoing, in each case free and clear of any Liens other than Permitted Liens. Each Seller hereby waives, and shall cause its past, present and future employees, officers, directors, consultants and agents to waive, any moral rights, or rights equivalent thereto, that such Seller or Persons, as the case may be, may have in or to the Acquired Intellectual Property worldwide and any such rights in or to any underlying works from which the Acquired Intellectual Property are derived, in each case without compensation or the need for further action by any Person. To the extent that the foregoing waiver is ineffective under applicable Law, each Seller agrees that it shall not, and shall cause its past, present and future employees, officers, directors, consultants and agents not to, assert such moral rights against the Purchaser or any other Person. This foregoing assignment is intended to be an absolute assignment and not by way of security.

Section 2 Power of Attorney. Each Seller hereby, effective as of the Closing Date, constitutes and appoints the Purchaser the true and lawful agent and attorney-in-fact of such

Seller, with full power of substitution and resubstitution, in whole or in part, in the name and stead of such Seller but on behalf and for the benefit of the Purchaser and its successors and assigns, from time to time to institute and prosecute, in the name of such Seller or otherwise, any and all Proceedings at Law, in equity or otherwise, that the Purchaser or its successors and assigns may deem proper to obtain, apply for, register and otherwise secure the Purchaser's rights in the Acquired Intellectual Property.

Section 3 Assignment; Successors and Assigns. This Agreement shall not be assigned by any party hereto, by operation of Law or otherwise; provided, however, that the Purchaser may transfer or assign all or any part of its rights and obligations hereunder, in whole or from time to time in part, to one or more of its Affiliates. Any attempted assignment which does not comply with the provisions of this Section 3 shall be null and void *ab initio*. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts to be performed wholly within such State.

Section 5 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 6 Notices. All notices, requests, claims, demands and other communications to any party shall be in writing or by facsimile transmission and shall be given as follows:

if to the Purchaser, to:

ICAP Acquisition Sub LLC
c/o ICAP Broking Holdings North America LLC
Harborside Financial Center, Plaza 5
Jersey City, New Jersey 07311
Facsimile No.: (212) 815-7433
Attention: General Counsel

with a copy to:

Crowell & Moring LLP
1001 Pennsylvania Avenue, N.W.
Washington, DC 20004
Facsimile No: (202) 628-5116
Attention: Mitchell L. Rabinowitz, Esq.
Amanda J. Paracuellos, Esq.

If to the Sellers, to:

Ocean Tomo, LLC
200 West Madison
37th Floor
Chicago, Illinois 60606
Facsimile No.: (312) 327-4401
Attention: James E. Malackowski

with a copy to:

Vedder Price P.C.
222 North LaSalle Street
Suite 2400
Chicago, Illinois 60601-1003
Facsimile No.: (312) 609-5005
Attention: Michael A. Nemeroff, Esq.
Dana S. Armagno, Esq.

All such notices, requests, claims, demands and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

Section 7 Conflicts. This Agreement is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Asset Purchase Agreement, all of which are incorporated herein by reference. Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Asset Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.


Section 8 No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

Section 9 Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Seller Representative (in the case of the Sellers) and the Purchaser shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed as of the date first written above.

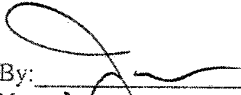
OCEAN TOMO, LLC

ICAP ACQUISITION SUB LLC

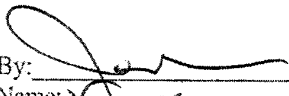
By: 
Name: JAMES E MAZACKOWSKI
Title: CEO

By: _____
Name: _____
Title: _____

OCEAN TOMO AUCTIONS, LLC

By: 
Name: JAMES E MAZACKOWSKI
Title: CEO

OCEAN TOMO FEDERAL SERVICES, LLC

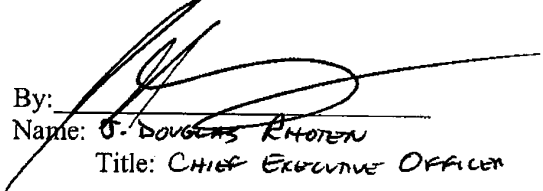
By: 
Name: JAMES E MAZACKOWSKI
Title: CEO

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed as of the date first written above.

OCEAN TOMO, LLC

By: _____
Name:
Title:

ICAP ACQUISITION SUB LLC

By: 
Name: G. DOUGLAS RHOTEN
Title: Chief Executive Officer

OCEAN TOMO AUCTIONS, LLC

By: _____
Name:
Title:

OCEAN TOMO FEDERAL SERVICES, LLC

By: _____
Name:
Title:

SCHEDULE A
PATENT APPLICATIONS

U.S. Patent Application Publ. No. 2008/0243642A1
U.S. Patent Application No. 61/170,415

SCHEDULE B

TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Mark	Filing Date	Serial Number	Registration No.	Registration Date
U.S.A.	The Dean's List	5/15/2006	78/883,870	3428629	5/13/2008
U.S.A.	Patent/Bid-Ask	1/14/2008	77/370,708	3624014	5/19/09
U.S.A.	P/B-A	1/14/2008	77/370,732	3624015	5/19/09
Australia					
(International)	Patent/Bid-Ask	6/12/2008	968170		
Canada	Patent/Bid-Ask	7/10/2008	1402864		
China P.Rep.					
(International)	Patent/Bid-Ask	6/12/2008	968170		
Euro Community					
(International)	Patent/Bid-Ask	6/12/2008	968170		
Israel	Patent/Bid-Ask	6/24/2008	212,798		
India	Patent/Bid-Ask	6/27/2008	1,704,338		
Japan					
(International)	Patent/Bid-Ask	6/12/2008	968170		
South Korea	Patent/Bid-Ask	6/25/2008	41-2008-0017372		

SCHEDULE C

DOMAIN NAMES AND E-MAIL ADDRESSES

Domain Name	Account No.	Expiration Date	WHOIS Administrative Contact	WHOIS Technical Contact
brandbidask.com	27496411	9/15/2013	Ocean Tomo, LLC	Ocean Tomo, LLC
copyrightbidask.com	27496411	9/23/2013	Ocean Tomo, LLC	Ocean Tomo, LLC
ipmarkets2009.com	27496411	12/9/2010	Ocean Tomo, LLC	Ocean Tomo, LLC
ipmarkets2010.com	27496411	12/9/2010	Ocean Tomo, LLC	Ocean Tomo, LLC
ipmarkets2011.com	27496411	12/9/2010	Ocean Tomo, LLC	Ocean Tomo, LLC
ipmarkets2012.com	27496411	12/9/2010	Ocean Tomo, LLC	Ocean Tomo, LLC
ipmarketsconference.com	27496411	12/9/2010	Ocean Tomo, LLC	Ocean Tomo, LLC
ipmarketsconferences.com	27496411	12/9/2010	Ocean Tomo, LLC	Ocean Tomo, LLC
ipmarketsevent.com	27496411	12/9/2010	Ocean Tomo, LLC	Ocean Tomo, LLC
ipmarketsevents.com	27496411	12/9/2010	Ocean Tomo, LLC	Ocean Tomo, LLC
otpba.com	27496411	11/26/2010	Ocean Tomo, LLC	Ocean Tomo, LLC
patentbidask.com	27496411	2/22/2013	Ocean Tomo, LLC	Ocean Tomo, LLC
patentbidask.net	27496411	3/3/2010	Ocean Tomo, LLC	Ocean Tomo, LLC
patentbidask.org	27496411	3/3/2010	Ocean Tomo, LLC	Ocean Tomo, LLC
thedeanslist.com	27496411	10/9/2010	Ocean Tomo, LLC	Ocean Tomo, LLC
trademarkbidask.com	27496411	9/23/2013	Ocean Tomo, LLC	Ocean Tomo, LLC

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RECORDED: 06/25/2009

TRADEMARK
REEL: 004011 FRAME: 0507