## 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
Townsend Analytics, Ltd.		12/31/2010	CORPORATION: ILLINOIS

## RECEIVING PARTY DATA

Name:	RealTick LLC
Street Address:	100 South Wacker Drive
Internal Address:	20th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

### PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark		
Registration Number:	3593883	EUROVAB		
Registration Number:	2547387	HOTTREND		
Serial Number:	77969535			
Serial Number:	85056515	LIQUIDITY SCOPE		
Registration Number:	2405718	REALTICK		
Registration Number:	2876560	REALTICK		
Serial Number:	77969549	REALTICK API		
Serial Number:	77954480	REALTICK DATA		
Registration Number:	2712768	REALTRADE		
Registration Number:	2355296	TA_SRV		
Registration Number:	2603340	TAL		
Registration Number:	2868722	TAL DATA		
Registration Number:	3408599	TICKETMINDER		
		TRADEMARK		

REEL: 004454 FRAME: 0813

900181472

Registration Number:	2424766	TOWNSEND ANALYTICS
Registration Number:	3148055	TURBOOPTIONS
Registration Number:	2850382	WEBTICK

#### **CORRESPONDENCE DATA**

Fax Number: (312)616-5700

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

Phone: 312-616-5600

Email: trademark@leydig.com

Correspondent Name: Leydig, Voit & Mayer, Tamara Miller
Address Line 1: 180 N. Stetson, Two Prudential Plaza

Address Line 2: Suite 4900

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	271568
NAME OF SUBMITTER:	Tamara A. Miller
Signature:	/Tamara A. Miller/
Date:	01/14/2011

#### **Total Attachments: 7**

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#### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of December 31, 2010 ("Effective Date") by and between Townsend Analytics, Ltd., an Illinois corporation ("Assignor") with its principal office at 100 South Wacker Drive, Chicago, Illinois 60606, and RealTick LLC, a Delaware limited liability company ("Assignee") with its principal office at 100 South Wacker Drive, Chicago, Illinois 60606.

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated December 15, 2010 (the "Purchase Agreement"); and

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the United States trademark registrations and applications identified and set forth on the Schedule A attached hereto and the foreign trademark registrations and trademark applications identified and set forth on Schedule B attached hereto, in each case, together with the common law trademark\_rights and goodwill in the Business (as defined in the Purchase Agreement) associated with the trademarks described in such trademark registrations and trademark applications (collectively, the "Marks"); and

**WHEREAS**, pursuant to the Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, any renewals and extensions of the registrations, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, together with all of Assignor's interest in income, royalties, damages and payments accrued, due or payable with respect to the Marks as of the Effective Date or thereafter, and not paid to Assignor or any of its Affiliates (as defined in the Purchase Agreement) as of the Effective Date (including damages and payments for past, present or future infringements of the Marks, the right to sue and recover for past infringements thereof, and the right to pursue any and all rights corresponding to the Marks throughout the world.

Assignor hereby requests the Commissioner of Patents and Trademarks and the corresponding entities or agencies in any other applicable countries to record Assignee as the assignee and owner of the Marks.

Assignor shall provide Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance as Assignee may reasonably deem necessary or desirable, at Assignee's sole cost and expense, (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, specimens, assignments, powers of attorney, and exhibits to any of the foregoing or other documentation as may be reasonably required) to implement or perfect this Assignment.

This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute

one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or portable document format (.pdf) shall be as effective as delivery of a manually executed counterpart of this Assignment.

\* \* \* \* \*

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Title: Authorse Sugarian

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of

Title:

[Signature Page to Trademark Assignment]

# IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

TOWNSEND ANALYTICS, LTD	REALTICK LLC		
Ву:	By:		
Name:	Name: Craig S. Lax		
Title:	Title: Chief Executive Officer		

[Signature Page to Trademark Assignment]

**SCHEDULE A** 

# **UNITED STATES TRADEMARK REGISTRATIONS**

Trademark	Jurisdiction	Serial No. / Date	Registration No. / Date	Record Owner
EuroVAB	U.S.	77/375323	3593883	Townsend Analytics, Ltd.
		1/18/2008	3/24/2009	•
Hottrend	U.S.	76/300407	2547387	Townsend Analytics, Ltd.
		8/16/2001	3/12/2002	•
Infinity Design	U.S.	77/969535	n/a	Townsend Analytics, Ltd.
• • • • • •		3/26/2010		
••••				
	U.S.	77/969521	n/a	Townsend Analytics, Ltd.
DEATTICK				
Liquidity Scope	U.S.	85/056515	n/a	Townsend Analytics, Ltd.
Elquidity Scope	0.5.	6/7/2010	II/ a	Townsend Analytics, Etd.
Real Cross	U.S.	(Application	n/a	n/a
real cross	0.5.	Abandoned)	II/ U	11/4
RealNet	U.S.	(Application	n/a	n/a
		Abandoned)		
RealTick	U.S.	75/751113	2405718	Townsend Analytics, Ltd.
		7/14/1999	11/21/2000	, ,
RealTick	U.S.	76/520248	2876560	Townsend Analytics, Ltd.
		5/8/2003	8/24/2004	•
RealTick API	U.S.	77/969549	n/a	Townsend Analytics, Ltd.
		3/26/2010		_
RealTick Data	U.S.	77/954480	n/a	Townsend Analytics, Ltd.
		3/9/2010		
realtick.com	U.S.	(Application	n/a	n/a
		Abandoned)		
RealTrade	U.S.	76/279890	2712768	Townsend Analytics, Ltd.
		6/27/2001	5/6/2003	
TA_SRV	U.S.	75/776698	2355296	Townsend Analytics, Ltd.
		8/13/1999	6/6/2000	
TAL	U.S.	75/773400	2603340	Townsend Analytics, Ltd.
		8/11/1999	8/6/2002	
TAL Data	U.S.	76/512525	2868722	Townsend Analytics, Ltd.
		5/8/2003	8/3/2004	
TicketMinder	U.S.	77/242104	3408599	Townsend Analytics, Ltd.
		7/30/2007	4/8/2008	
Townsend Analytics	U.S.	75/773041	2424766	Townsend Analytics, Ltd.
		8/11/1999	1/30/2001	
TurboOptions	U.S.	78/661964	3148055	Townsend Analytics, Ltd.

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		6/30/2005	9/26/2006	
Virtual Aggregated Book	Application	Application	n/a	n/a
	Abandoned	Abandoned		
WebTick	U.S.	76/485962	2850382	Townsend Analytics, Ltd.
		1/29/2003	6/8/2004	-

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SCHEDULE B

# **EUROPEAN COMMUNITY TRADEMARK REGISTRATIONS**

Trademark	Jurisdiction	Serial No. / Date	Registration No. / Date	Record Owner
EuroVAB	E.C.	6593611	6593611	Townsend Analytics, Ltd.
		1/21/2008	1/8/2009	
Hottrend	E.C.	3054822	3054822	Townsend Analytics, Ltd.
		2/14/2003	10/14/2004	
Infinity Design	E.C.	8992349	8992349	Townsend Analytics, Ltd.
		3/30/2010	9/20/2010	
Liquidity Scope	E.C.	9396029	n/a	Townsend Analytics, Ltd.
Liquidity Scope	E.C.	9/23/2010	11/a	Townsend Analytics, Etd.
RealTick	E.C.	3054061	3054061	Townsend Analytics, Ltd.
		2/14/2003	10/27/2004	
RealTick	E.C.	n/a	9512005	Townsend Analytics, Ltd
RealTick API	E.C.	8992315	8992315	Townsend Analytics, Ltd.
		3/30/2010	9/20/2010	
RealTick Data	E.C.	8803678	8803678	Townsend Analytics, Ltd.
		1/11/2010	6/28/2010	
RealTrade	E.C.	3054971	3054971	Townsend Analytics, Ltd.
		2/14/2003	1/20/2006	
RealTrade	Benelux	1105089	795461	Townsend Analytics, Ltd.
		2/23/2006	3/15/2006	
TA-SRV	E.C.	3054269	3054269	Townsend Analytics, Ltd.
		2/14/2003	10/14/2004	
TAL	E.C.	3054947	3054947	Townsend Analytics, Ltd.
		2/14/2003	10/20/2004	
TAL Data	E.C.	3100096	3100096	Townsend Analytics, Ltd.
		3/20/2003	9/27/2004	
TAL TRADE	Benelux		795462	Townsend Analytics, Ltd.
TicketMinder	E.C.	6153068	6153068	Townsend Analytics, Ltd.
		7/31/2007	6/10/2008	
Townsend Analytics	E.C.	3054145	3054145	Townsend Analytics, Ltd.
		2/14/2003	10/14/2004	
Townsend RealTick	E.C.	8992372	8992372	Townsend Analytics, Ltd.
and Design		3/30/2010	9/20/2010	
REALTICK				
TurboOptions	E.C.	4520185	4520185	Townsend Analytics, Ltd.
		7/1/2005	6/16/2006	

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**RECORDED: 01/14/2011**