

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 Member, Inc.		09/01/2010	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	NYSE Board Member, LLC		
Street Address:	11 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3081646	CORPORATE BOARD MEMBER	
CORRESPONDENCE DATA			
Fax Number:	(212)484-3990		
Phone:	212 484 3900		
Email:	jenkins.marylee@arentfox.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Marylee Jenkins		
Address Line 1:	1675 Broadway		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	CBM ASSIGNMENT		
NAME OF SUBMITTER:	Jonathan A. Blum		
Signature:	/Jonathan A. Blum/		
Date:	03/14/2012		

CH \$40.00 3081646

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (“Assignment”), effective as of September 1, 2010 (“Effective Date”), is from **BOARD MEMBER, INC.**, a Tennessee corporation (“Assignor”), to **NYSE BOARD MEMBER, LLC**, a Delaware limited liability company (“Assignee”). Assignor and Assignee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Assignor and NYSE Group, Inc. (“NYSE, Inc.”) have entered into an Asset Purchase Agreement, dated August 19, 2010 (the “Agreement”)

WHEREAS, NYSE, Inc. has assigned to Assignee and Assignee has assumed from NYSE, Inc. all right, title and interest in and to the Agreement, pursuant to and subject to the terms and conditions of that certain Assignment Agreement, even dated herewith, by and between NYSE, Inc. and Assignee

WHEREAS, pursuant to the terms of the Agreement Assignee will purchase certain assets from Assignor relating to Assignor’s Corporate Board Member Business (as defined in the Agreement);

WHEREAS, Assignor owns those trademark registrations set forth on Schedule A to this Assignment;

WHEREAS, Assignor may also have acquired common law trademark rights in the United States of America for one or more of the trademarks set forth on Schedule B to this Assignment (the trademarks set forth on Schedules A and B, and any similar variations thereof, collectively, the “Trademarks”);

WHEREAS, pursuant to the Agreement, Assignee desires to acquire the Trademarks and the goodwill of the business with which the Trademarks are used and that are symbolized by the Trademarks, and Assignor desires to assign its rights in the Trademarks and such goodwill to Assignee; and

WHEREAS, the execution and delivery of this Assignment is a Closing deliverable pursuant to Article 8 of the Agreement.

NOW, THEREFORE, for the consideration stated in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Assignor hereby assigns to Assignee (i) all of Assignor’s right, title, and interest in and to the Trademarks throughout the world, together with the goodwill of the business with which the Trademarks are used and that are symbolized by the Trademarks, (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Trademarks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, damages, and payments now or hereafter due or payable with respect to the

Trademarks, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives (together, the "Assigned Rights").

As set forth in Section 5.7 of the Agreement, Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Trademarks and any terms that could be construed as confusingly similar thereto in any domain name, domain name registrations, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator or origin, with regard to itself and any business or entity at any time owned or controlled by Assignor, and Assignee agrees that the foregoing does not apply to the BD Marks (as defined in the Agreement).

Except as expressly provided in the Agreement, Assignor makes no representations or warranties, express or implied, with respect to any and all of the Assigned Rights, including but not limited to the Trademarks.

Upon reasonable request by Assignee, Assignor will, at the cost and expense of Assignee, execute additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Assigned Rights set forth herein, and to vest in Assignee such right, title, and interest in and to the Assigned Rights as granted to Assignee.

Assignee hereby agrees that Article IX of the Agreement provides the exclusive means by which Assignee may assert and remedy monetary Losses (as defined in the Agreement) based upon, attributable to or resulting from the breach of any covenant or other agreement on the part of Assignor under this Assignment.

Assignor and Assignee hereby agree that this Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law thereof.

This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns, and may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one set of counterparts signed by all of the Parties.

No waiver, modification, or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification, or change is sought to be enforced.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee, do hereby execute this Trademark Assignment to take effect on the Effective Date.

ASSIGNOR:

BOARD MEMBER, INC.,
a Tennessee corporation

By: _____
Name:
Title:

STATE OF _____)
COUNTY OF _____) SS:

On _____, 2010, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared _____, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

(Notary Public)

Executed and accepted by:

ASSIGNEE:

NYSE BOARD MEMBER, LLC,
a Delaware limited liability company

By: NYSE GROUP, INC.,
its sole member

By: 
Name: Scott Cutler
Title: Executive Vice President

STATE OF New York _____)
COUNTY OF New York _____) SS:

On August 26, 2010, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Scott Cutler, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.


(Notary Public)

Noelle L. Domanico
NOTARY PUBLIC, State of New York
No. 01D06062056
Qualified in Queens County
Commission Expires July 30, 2013

SCHEDULE A

Registered Trademarks

1. U.S. Trademark Registration No. 3081646 for Corporate Board Member
2. U.S. Trademark Registration No. 3010727 for Corporate Board Member Europe