

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
REDI Holdings LLC		07/16/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	REDI Tech, LLC
Street Address:	80 Pine Street, 27th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	85170512	REDI
Registration Number:	3506329	REDI FX
Registration Number:	1868048	REDI
Registration Number:	3496825	REDIPLUS

**CORRESPONDENCE DATA**

Fax Number: 6465881534  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-297-2674  
 Email: sshelton@cozen.com  
 Correspondent Name: Steven T Shelton  
 Address Line 1: 277 Park Avenue  
 Address Line 2: Cozen O'Connor  
 Address Line 4: New York, NEW YORK 10172

ATTORNEY DOCKET NUMBER:	323855.000-ASSIGNMENT
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OP \$115.00 85170512

NAME OF SUBMITTER:	Steven T. Shelton
Signature:	/Steven T. Shelton/
Date:	07/22/2013
<b>Total Attachments: 5</b> source=Assignment from RH to RT#page1.tif source=Assignment from RH to RT#page2.tif source=Assignment from RH to RT#page3.tif source=Assignment from RH to RT#page4.tif source=Assignment from RH to RT#page5.tif	

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is entered into as of the 16<sup>th</sup> day of July, 2013 (the "Effective Date"), by and between (1) REDI Holdings LLC, a Delaware limited liability company ("Assignor"), and (2) REDI Tech, LLC, a Delaware limited liability company ("Assignee").

A. Assignor and Assignee are parties to that certain Asset Contribution Agreement dated as of the Effective Date by and among Goldman Sachs Execution & Clearing, L.P., Goldman, Sachs & Co., Assignor, REDI Global Technologies LLC and Assignee (the "Asset Contribution Agreement").

B. Pursuant to the Asset Contribution Agreement, Assignor has contributed to Assignee, and Assignee has received and accepted from Assignor and its Affiliates, all of the REDI Marks as more fully described on Schedule A hereto (the "Transferred Marks") and all of the Assumed Liabilities associated therewith.

C. The Asset Contribution Agreement provides that as a condition to the consummation of the transactions contemplated thereby, the parties hereto shall execute and deliver this Assignment to the other parties hereto.

NOW, THEREFORE, in consideration of the transactions contemplated in the Asset Contribution Agreement and the covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. Unless otherwise defined herein, capitalized terms have the meanings set forth in the Asset Contribution Agreement.

2. Assignment. Assignor hereby contributes, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby receives, acquires and accepts from Assignor, all of Assignor's and its Affiliates' rights, title and interest in and under the Transferred Marks together with the goodwill of the REDI Business associated therewith and symbolized thereby, and with all of the Assumed Liabilities associated therewith. Assignor further hereby assigns, transfers, conveys and delivers to Assignee all rights of Assignor and its Affiliates to bring an action, whether at law or in equity, against any third party for infringement or other misuse of any of the Transferred Marks, including the right to bring an action for past, present and future infringement, dilution, or other misappropriation, or misuse, and all rights to recover damages, profits and injunctive relief for infringement, dilution, or other misappropriation, or misuse; and Assignee hereby accepts such assignment, transfer, conveyance and delivery.

3. Recordation. Assignor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer in the United States or other jurisdiction record this Assignment.

4. Incorporation of Asset Contribution Agreement. This Assignment is being delivered pursuant to, and is subject to all the terms of, the Asset Contribution Agreement, the terms and conditions of which are hereby incorporated into this Assignment by this reference.

Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms of the Asset Contribution Agreement in any manner whatsoever. In the event of any conflict or other difference between the Asset Contribution Agreement and this Assignment, the provisions of the Asset Contribution Agreement shall control.

5. Miscellaneous. All of the terms and provisions of this Assignment will apply to, be binding in all respects upon and inure to the benefit of the parties hereto and their respective successors and assigns. None of the provisions of this Assignment shall be varied or terminated except by written agreement of the parties hereto. If any provisions of this Assignment shall be held invalid or unenforceable by any court of competent jurisdiction, the remainder of this Assignment shall not be affected thereby and each other term, covenant, condition, and provision shall be valid and enforceable to the fullest extent permitted by law. This Assignment 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. The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

6. No Third-Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto and their permitted successors and assigns, and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and such successors and assigns, any legal or equitable rights, remedy or claim hereunder.


7. Governing Law. This Assignment shall be governed by, construed under and enforced in accordance with the laws of the State of New York, without giving effect to any choice or conflict of laws provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks to be executed by their duly authorized representatives as of the Effective Date.

**ASSIGNOR:**

**REDI HOLDINGS LLC**

By: 

Name: Rishi Nangalia

Title: Co-President

Signature Page to Assignment of Trademarks (Company to Sub)

**ASSIGNEE:**

**REDI TECH LLC**

By:           *RN*          

Name: Rishi Nangalia  
Title: Co-President

Signature Page to Assignment of Trademarks (Company to Sub)

**SCHEDULE A**  
**Transferred Marks**

United States:

<b>Country</b>	<b>File Date</b>	<b>Application #</b>	<b>Registration Date</b>	<b>Registration #</b>	<b>Status</b>	<b>Mark</b>
UNITED STATES	11/5/2010	85170512			ALLOWED	<b>REDI</b>
UNITED STATES	11/15/2007	77/331,079	9/23/2008	3,506,329	REGISTERED	<b>REDI FX</b>
UNITED STATES	2/25/1993	74/361,903	12/20/1994	1,868,048	REGISTERED	<b>REDI</b>
UNITED STATES	8/21/2007	77/260,126	9/2/2008	3,496,825	REGISTERED	<b>REDIPLUS</b>