

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Depository Trust & Clearing Corporation		07/01/2013	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Markit North America, Inc.		
<b>Street Address:</b>	620 8th Avenue		
<b>Internal Address:</b>	35th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018-1693		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3218667	GCA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2162410816		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	216-622-8200		
<b>Email:</b>	ipdocket@calfee.com		
<b>Correspondent Name:</b>	Raymond Rundelli		
<b>Address Line 1:</b>	Calfee, Halter & Griswold LLP		
<b>Address Line 2:</b>	1405 East Sixth St., The Calfee Building		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-1607		
<b>ATTORNEY DOCKET NUMBER:</b>	34605/04050		
<b>NAME OF SUBMITTER:</b>	Raymond Rundelli		

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Signature:	/Raymond Rundelli/
Date:	07/23/2013
Total Attachments: 5 source=02090570#page1.tif source=02090570#page2.tif source=02090570#page3.tif source=02090570#page4.tif source=02090570#page5.tif	

**TRADEMARK ASSIGNMENT AGREEMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, effective as of July 1, 2013, The Depository Trust & Clearing Corporation, a New York corporation with its address at 55 Water Street, New York, NY 10041 (hereinafter referred to as "Assignor"), hereby transfers, assigns, and conveys to Markit North America, Inc., a Delaware corporation (hereinafter referred to as "Assignee"), pursuant to that certain Asset Purchase Agreement, dated as of June 13, 2013 (the "Purchase Agreement"), by and between DTCC Solutions LLC, a New York limited liability company with its address at 55 Water Street, New York, NY 10041 and Assignee, Assignor's entire worldwide right, title and interest in and to the trademark listed on Schedule A hereto, including all registrations and applications thereof, as well as the goodwill associated therewith (the "Trademark"), together with all renewals thereof, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, all common law rights thereto, all damages and payments for past, present and future infringements, dilutions, and other violations thereof, and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on the Trademark in the future, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment Agreement had not been executed. The foregoing assignment shall include Assignor's entire right, title and interest in the Trademark, as well as the goodwill of the business associated with the Trademark being assigned to Assignee, and any and all rights and privileges in the United States as well as throughout the entire world associated with same, including the right to sue for any and all past infringements which may have occurred at any time up to the date of this Trademark Assignment Agreement. The foregoing assignment is part of the sale of the business to which the Trademark pertains.

Assignor hereby covenants and warrants that it is the owner of the Trademark and has the full right to sell, assign and convey the above-described worldwide right, title and interest by this instrument, free and clear of any and all liens, security interests, encumbrances and any other claims.

Assignor agrees to promptly execute all documents and assist in all proceedings to perfect, register, and record Assignee's rights to the Trademark as Assignee may reasonably deem appropriate before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, or to otherwise fulfill the provision of or purpose of this Trademark Assignment Agreement. If Assignor does not within ten (10) business days of presentment return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on Assignor's behalf. This power of attorney is coupled with an interest and is irrevocable. Assignor agrees, at Assignee's expense, to reasonably cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademark.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same, to Assignee, its successors or assigns.

If a court of competent jurisdiction holds any part or provision of this Trademark Assignment Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or operation of the remainder of this Trademark Assignment Agreement, and any such invalid or unenforceable part will be deemed to be severed from this Trademark Assignment Agreement. This Trademark Assignment Agreement may be signed in counterparts, each of which shall be deemed an original, but together shall constitute a single instrument.


This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard, however, to such jurisdiction's principles of conflicts of laws principles that would cause the application of the laws of any jurisdiction other than the State of New York. Capitalized terms used herein and not otherwise defined herein shall have the meaning given such terms in the Purchase Agreement. In the event of a conflict between the terms and conditions of this Trademark Assignment Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Trademark Assignment Agreement, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.

*[signature page follows]*

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

**ASSIGNOR:**

**THE DEPOSITORY TRUST & CLEARING  
CORPORATION**


By:   
Name: ANDREW GRAY  
Title: MANAGING DIRECTOR

Signature page to Trademark Assignment Agreement

**TRADEMARK  
REEL: 005076 FRAME: 0773**

**ASSIGNEE:**

**MARKIT NORTH AMERICA, INC.**

By:   
Name: Kevin Gaid  
Title: President

Signature page to Trademark Assignment Agreement

**TRADEMARK**  
**REEL: 005076 FRAME: 0774**

SCHEDULE A

Registered mark "GCA" (Reg. No. 3,218,667)