

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
UNX LLC		12/16/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Deutsche Bank Securities Inc.
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2873825	FLEXSTREAM
Registration Number:	2901992	METABOOK
Registration Number:	3911032	TACTICAL ORDER ROUTING
Registration Number:	3911034	TOR
Registration Number:	2376059	UNX
Registration Number:	3254618	UNX TCA

**CORRESPONDENCE DATA**

Fax Number: 2149813400  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 214-981-3483  
 Email: dclark@sidley.com  
 Correspondent Name: Dusan Clark, Esq.  
 Address Line 1: Sidley Austin LLP  
 Address Line 2: 717 N. Harwood St., Suite 3400

CH \$165.00 2873825

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 44441-00393

NAME OF SUBMITTER: Dusan Clark

Signature: /Dusan Clark/

Date: 12/17/2013

**Total Attachments: 7**

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Assignment") is dated as of December 16, 2013, is by and between UNX LLC, a Delaware limited liability company ("Assignor") and Deutsche Bank Securities Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached Schedules A, B and C (the "Assigned IP");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of October 16, 2013 ("APA") pursuant to which Assignor is selling certain assets to Assignee, including the Assigned IP; and

WHEREAS, pursuant to the APA, the Assignee has acquired all right, title and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the parties wish to record such acquisition in the respective Patent and Trademark Offices and Copyright Offices.

NOW, THEREFORE, in consideration of the sum of US\$10 (ten US Dollars) and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the APA, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Trademarks").
2. Assignment of Patents. Effective as of date hereof, and pursuant to the APA, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the patents and patent applications set forth in Schedule B hereto; (ii) all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (iii) all licenses for the use of the patents; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past,

present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Patents").

3. Assignment of Copyrights. Effective as of date hereof, and pursuant to the APA, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) copyrights and copyright registrations set forth in Schedule C hereto, (ii) including all extensions or renewals thereof, in each case whether published or unpublished, (iii) all licenses for the use of the copyrights; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Copyrights").
4. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
5. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark, patent and copyright issues, and (ii) in all other respects, including as to validity (except for patent, trademark and copyright issues), interpretation and effect, by the laws of the State of New York without giving effect to the conflict of laws rules thereof.
6. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
7. Miscellaneous. This Assignment is subject to all the terms and conditions of the APA. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the APA.

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR



By: UNX LLC  
By Mantara, Inc., its sole member  
Its: CEO

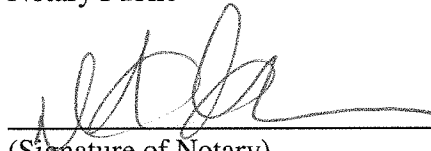
Date: December 13, 2013

STATE OF NY )  
COUNTY OF NEW YORK ) ss.

Before me, the undersigned authority, on this 16<sup>TH</sup> day of December, 2013, personally appeared MICHAEL K. CHIN known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignor.

DAKILA ARCE GORMAN

Notary Public



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)  
**DAKILA ARCE GORMAN**  
Notary Public, State of New York  
NO. 01G06287200  
Qualified in Kings County  
My Commission Expires Aug 5, 2017

ACCEPTED BY:

ASSIGNEE  
DEUTSCHE BANK SECUTITIES INC.

By: [Signature]  
Name: TOM PATRICK  
Title: MD  
Date: 12-DEC-2013

By: [Signature]  
Name: ANDRE CRAWFORD - SRUNT  
Title: MD  
Date: 12-DEC-2013

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

Before me, the undersigned authority, on this 12<sup>th</sup> day of December, 2013, personally appeared Thomas Patrick known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignee.

JENNIFER PEREZ  
Notary Public, State of New York  
No. 01PE6242113  
Qualified in New York County  
Commission Expires May 31, 2018

[Signature]  
Notary Public  
[Signature]  
(Signature of Notary)  
Jennifer Perez  
(Legibly Print or Stamp Name of Notary)

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

Before me, the undersigned authority, on this 12<sup>th</sup> day of December, 2013, personally appeared Andre Crawford Brunt known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignee.

JENNIFER PEREZ  
Notary Public, State of New York  
No. 01PE6242113  
Qualified in New York County  
Commission Expires May 31, 2018

[Signature]  
Notary Public  
[Signature]  
(Signature of Notary)  
Jennifer Perez  
(Legibly Print or Stamp Name of Notary)

**Schedule A- Active U.S. Trademarks**

<b>MARK</b>	<b>SER. NO.</b>	<b>FILE DATE</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
FLEXSTREAM	76526265	6/27/2003	2873825	8/17/2004
METABOOK	76409861	5/20/2002	2901992	11/9/2004
TACTICAL ORDER ROUTING	85060947	6/11/2010	3911032	1/25/2011
TOR	85060970	6/11/2010	3911034	1/25/2011
UNX	75579928	10/30/1998	2376059	8/8/2000
UNX TCA	77027047	10/23/2006	3254618	6/26/2007

**Schedule B- Active U.S. Patents**

<b>Title</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>
Basket trading system having an interface for user specification of goods to be traded as a unit	09672838	9/29/2000	7089205	8/8/2006



**Schedule C- U.S. Copyrights**

<b>Title</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Laundering Understood	TX 2815315	4/26/1990