

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM299769

<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>
TD Ameritrade Online Holdings Corp.		03/27/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TD Ameritrade IP Company, Inc.		
<b>Street Address:</b>	200 South 108th Avenue		
<b>City:</b>	Omaha		
<b>State/Country:</b>	NEBRASKA		
<b>Postal Code:</b>	68154		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3720667	MYTRADE	
<b>Registration Number:</b>	3495883	PAPERMONEY	
<b>Registration Number:</b>	2914755	THINKANYWHERE	
<b>Registration Number:</b>	3477744	THINKMICRO	
<b>Registration Number:</b>	3507533	THINKMONEY	
<b>Registration Number:</b>	3632123	THINKMONEY	
<b>Registration Number:</b>	2568003	THINKORSWIM	
<b>Registration Number:</b>	3351845	THINKORSWIM	
<b>Registration Number:</b>	3339797	THINKPIPES	
<b>Registration Number:</b>	4102653	THINKPOD	
<b>Registration Number:</b>	3473463	THINKSCRIPT	
<b>Serial Number:</b>	86116292	THINKORSWIM	
<b>Serial Number:</b>	86116462		
<b>Serial Number:</b>	86132721	THINKMONEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128324700		
<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>	312-832-4500		
<b>TRADEMARK</b>			

OP \$365.00 3720667

**Email:** cmandly@foley.com,jolsen@foley.com  
**Correspondent Name:** Charles R. Mandly, Jr.  
**Address Line 1:** 321 North Clark Street, Suite 2800  
**Address Line 4:** Chicago, ILLINOIS 60654

**ATTORNEY DOCKET NUMBER:** 089436-0101

**NAME OF SUBMITTER:** Charles R. Mandly, Jr.

**SIGNATURE:** /Charles R. Mandly, Jr./

**DATE SIGNED:** 03/31/2014

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment"), effective as of the ~~27~~<sup>21</sup> day of March 2014 ("Effective Date"), is made by and between TD Ameritrade Online Holdings Corp., a Delaware corporation with its principal place of business at 200 South 108th Avenue, Omaha, Nebraska 68154 (herein, "Assignor"), and TD Ameritrade IP Company, Inc., a Delaware corporation having a principal place of business at 200 South 108th Avenue, Omaha, Nebraska 68154 (herein, "Assignee"). Assignor and Assignee, at times, are referenced collectively herein as the "Parties" and individually as a "Party."

WHEREAS, effective March 21<sup>st</sup>, 2014, thinkorswim Holdings Inc., a Delaware corporation, was merged into its parent company, thinkorswim Group Inc., a Delaware corporation;

WHEREAS, effective March 21<sup>st</sup>, 2014, thinkorswim Group Inc., a Delaware corporation, was merged into its parent company, Assignor (both of the above identified March 21<sup>st</sup> mergers collectively "thinkorswim Mergers");

WHEREAS, as a result of the thinkorswim Mergers, Assignor became the owner of certain intellectual property and related rights previously owned by thinkorswim Holdings Inc. and/or thinkorswim Group Inc. (collectively, "thinkorswim IP"); and,

WHEREAS, Assignor desires to assign the entire right, title, and interest in and to the thinkorswim IP to its subsidiary Assignee, and Assignee desires to obtain the entire right, title, and interest in and to the thinkorswim IP.

NOW, THEREFORE, in consideration for the mutual covenants and promises hereinafter recited to be faithfully performed, and for other good and valuable consideration, as described herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor assigns to Assignee, to the extent permitted by law, all right, title and interest now owned by Assignor, anywhere in the world, in and to the thinkorswim IP, including, but not limited to:
  - a. All trademarks and service marks acquired by Assignor as a result of the thinkorswim Mergers, including all trademark registrations and applications for registrations for such marks, including, without limitation, those identified in the attached Schedule A, together with the goodwill symbolized by and appurtenant to such marks.
  - b. All trade names acquired by Assignor as a result of the thinkorswim Mergers, including, including, without limitation, "thinkorswim," "thinkorswim Holdings Inc." and "thinkorswim Group Inc.", together with the goodwill symbolized by and appurtenant to such names.
  - c. All trade dress acquired by Assignor as a result of the thinkorswim Mergers, together with the goodwill symbolized by and appurtenant to such trade dress.

d. Each Letters Patent acquired by Assignor as a result of the thinkorswim Mergers, including, but not limited to those identified in the attached Schedule B, including any and all divisional, continuation, continuation-in-part, reissues or extensions thereof, to be held and enjoyed by Assignee for its own use as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made; the Commissioner of Patents and Trademarks of the United States of America is hereby authorized to transfer the portion of the title indicated to said application to said Assignee in accordance herewith.

e. The right to initiate and prosecute judicial, administrative and other proceedings before courts, government bodies and other entities authorized to resolve disputes for present and past violations of any right, title or interest assigned hereby, and to obtain for Assignee's benefit all available forms of relief, including monetary awards from such proceedings.

2. At Assignee's sole discretion, Assignor shall execute additional documents, and deliver all written and other materials requested, needed by Assignee to fully exercise all rights in, and establish ownership of, the thinkorswim IP.

3. Assignee, at its sole expense, shall record with the pertinent governmental agencies the assignment of the thinkorswim IP identified in Schedules A and B of this Assignment.

4. This Assignment and the covenants herein contained shall be binding upon, and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.

5. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof. Where necessary, a court may sever any provision found to be unenforceable or modify it to conform to the intent of the parties hereto in entering into this Assignment.

6. No agreement changing, modifying, amending, extending, superseding, discharging, or terminating this Assignment or any provisions hereof shall be valid unless it is in writing, dated and signed by duly authorized representatives of both Parties.

7. Failure of any of the Parties hereto to enforce any of the provisions of this Assignment, or any rights with respect thereto, shall in no way be considered a waiver of such provisions, rights or election, or in any way to affect the validity of this Assignment. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. The failure by any of the Parties hereto to enforce any such provisions, rights, or elections shall not preclude or prejudice the enforcement of other provisions, rights, or elections which it may have under this Assignment. Any consent by any Party to, or waiver of, a breach by the other Party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other, different or subsequent breach. All remedies herein conferred upon any Party shall be cumulative and no one of them shall be exclusive of any other remedy conferred herein by law or equity.

8. This Assignment shall be governed by and construed in accordance with the laws of the State of Nebraska, without giving effect to its conflicts of law principles.

**Assignor**

TD AMERITRADE ONLINE HOLDINGS  
CORP.

By: *Ethan Kaplan*

Name: *Ethan Kaplan*

Title: *Secretary*

**Assignee**

TD AMERITRADE IP COMPANY, INC.


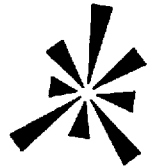
By: *David Hale*

Name: *David Hale*


Title: *Vice President & Asst. Secretary*

**SCHEDULE A – TRADEMARKS**

**United States**

<b>Mark</b>	<b>Serial / App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
MYTRADE	77/475,200	May 15, 2008	3720667	Dec. 08, 2009
PAPERMONEY	77/409,002	Feb. 28, 2008	3495883	Sep. 02, 2008
THINKANYWHERE	76/174,990	Nov. 30, 2000	2914755	Dec. 28, 2004
THINKMICRO	77/233,485	Jul. 19, 2007	3477744	Jul. 29, 2008
THINKMONEY	77/319,462	Nov. 01, 2007	3507533	Sep. 30, 2008
THINKMONEY	77/233,469	Jul. 19, 2007	3632123	Jun. 02, 2009
THINKORSWIM	75/819,263	Oct. 12, 1999	2568003	May 07, 2002
	77/171,002	May 02, 2007	3351845	Dec. 11, 2007
THINKPIPES	78/926,499	Jul. 11, 2006	3339797	Nov. 20, 2007
THINKPOD	77/380,708	Jan. 25, 2008	4102653	Feb. 21, 2012
THINKSCRIPT	77/233,494	Jul. 19, 2007	3473463	Jul. 22, 2008
THINKORSWIM	86/116,292	Nov. 12, 2013	Not Applicable	Not Applicable
	86/116,462	Nov. 12, 2013	Not Applicable	Not Applicable
THINKMONEY	86/132,721	Dec. 02, 2013	Not Applicable	Not Applicable

**Canada**

	1,398,234	Jun. 5, 2008	TMA799239	Jun. 3, 2011
THINKORSWIM	1,349,054	May 22, 2007	TMA733604	Jan. 29, 2009
THINKORSWIM CANADA	1,398,233	Jun. 5, 2008	TMA802645	Jul. 21, 2011

**SCHEDULE B – PATENTS**

**United States**

<b>Patent</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Multi-provider on-line communications system	08/205,195	Mar. 3, 1994	5,694,549	Dec. 2, 1997
Interactive system for remoting creating, editing and administrating an online communication system for a plurality of online service providers	08/634,326	Apr. 18, 1996	5,845,073	Dec. 1, 1998
A system for hosting an on-line shopping service remotely-located service providers	09/199,497	Nov. 25, 1998	6,119,152	Sept. 12, 2000
Adaptive textual system for associating descriptive text with varying data	09/349,536	Jul. 8, 1999	6,401,105	Jun. 4, 2002