

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307330

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|---|---|-----------------------|-----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Barclays Capital Inc. | | 06/02/2014 | CORPORATION: CONNECTICUT |
| RECEIVING PARTY DATA | | | |
| Name: | Barclays Risk Analytics and Index Solutions Limited | | |
| Street Address: | 1 Churchill Place | | |
| City: | London | | |
| State/Country: | UNITED KINGDOM | | |
| Postal Code: | E14 5HP | | |
| Entity Type: | CORPORATION: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3447064 | HPA | |
| Serial Number: | 86248336 | POINT BIDS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2125750671 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 212-790-9200 | | |
| Email: | fxm@cll.com | | |
| Correspondent Name: | Lynn S. Fruchter | | |
| Address Line 1: | 1133 Avenue of the Americas | | |
| Address Line 4: | New York, NEW YORK 10036 | | |
| ATTORNEY DOCKET NUMBER: | 28827-102 | | |
| NAME OF SUBMITTER: | Lynn S. Fruchter | | |
| SIGNATURE: | /Lynn S. Fruchter/ | | |
| DATE SIGNED: | 06/11/2014 | | |
| Total Attachments: 7 | | | |
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TRADEMARK ASSIGNMENT

This TRADE MARK ASSIGNMENT ("Trademark Assignment") is made effective as of 00:01 a.m. GMT on 1 June 2014 (the "Effective Time"), by and between Barclays Bank PLC, a company incorporated under the laws of England and Wales with registered number 01026167, whose registered office is at 1 Churchill Place, London E14 5HP and Barclays Capital Inc., a company incorporated under the laws of Connecticut whose principal office is at 745 Seventh Avenue, New York, New York 10019 (each, an "Assignor", and collectively, the "Assignors") and Barclays Risk Analytics and Index Solutions Limited, a company incorporated under the laws of England and Wales with registered number 08934023, whose registered office is at 1 Churchill Place, London E14 5HP ("Assignee" and, together with Assignors, the "Parties," and each of Assignee and Assignors, a "Party").

WHEREAS, Assignors and Assignee have entered into a Contribution Agreement, dated 2 June, 2014, (the "Contribution Agreement");

WHEREAS Assignors have agreed to transfer all of their right, title and interest in and to the trademark applications, registrations and unregistered trademarks set forth on Schedule A attached hereto and any equivalent trade marks (registered and unregistered) and applications for registration anywhere in the world (the "Transferred Trademarks"); and

WHEREAS, Assignee is the successor to the Business to which the Transferred Trademarks relate and such Business is ongoing and existing.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Trademark Assignment and in the Contribution Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignors hereby assign to Assignee all of Assignors' right, title and interest, whether statutory or common law rights, in and to the Transferred Trademarks, together with the goodwill of the business symbolized by the Transferred Trademarks, and all of Assignors' rights therein, including all rights to bring claims, demands and causes for action, both at law and in equity, for any infringement of the Transferred Trademarks occurring prior to, on or after the date hereof, and all remedies with respect thereto, and rights to collect any damage awards, proceeds, or royalties with respect thereto.

2. Further Recordation. The Parties shall take or cause to be taken reasonable actions which may be further required to evidence or record the assignments pursuant to Section 1. To that end, Assignors shall execute and deliver versions of this document or such other documents as may be reasonably required to effect assignment or recordation outside of the United States consistent with applicable foreign law.

3. No Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRIBUTION AGREEMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR

REGARDING THE SCOPE, VALIDITY, OWNERSHIP OR ENFORCEABILITY OF ANY TRANSFERRED TRADEMARKS.

4. Governing Law.

- a. The Parties hereby agree this Trademark Assignment shall be governed by and construed in accordance with the laws of the State of New York, except for the arbitration clause in this Section 4 part (b), which shall be governed by, and construed in accordance with, English law.
- b. Clause 26 (*Governing Law and Dispute Resolution*) of the Contribution Agreement is incorporated by reference into this Trademark Assignment and shall *apply mutatis mutandis*.

5. General Provisions. If any portion of this Trademark Assignment for any reason is held to be invalid, illegal or unenforceable, the remaining portions of this Trademark Assignment shall be unimpaired, and the invalid, illegal or unenforceable portion shall be replaced by a valid, legal and enforceable provision that comes closest to the intention of the Parties underlying the original portion. This Trademark Assignment is binding upon and inures to the benefit of the Parties and their respective successors and assigns.

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

[SIGNATURE PAGE FOLLOWS]

Barclays Bank PLC

By:



Printed Name:

MARTIN BARTH

Title:

MANAGING DIRECTOR

Date:

2 June 2014

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005300 FRAME: 0698

Barclays Capital Inc.

By:

Atay R. ---

Printed Name:

ATAY RATADHYAICSHA

Title:

MANAGING DIRECTOR

Date:

2 June 2014

[Signature Page to Trademark Assignment]

Barclays Risk Analytics and Index Solutions Limited

By: Waqas Samad

Printed Name: WAQAS SAMAD

Title: Managing Director

Date: 1st June 2014

[Signature Page to Trademark Assignment]

SCHEDULE A

Transferred Trademarks

Registered Trademarks:

| Country | Trade Mark | Owner / Applicant | Registered No. | Registration Date | Class |
|----------------------|------------|-------------------|----------------|-------------------|-------|
| European Union (CTM) | EUROAGG | BCI | 2725430 | 16-Dec-03 | 36 |
| United States | HPA | BCI | 3447064 | 10-Jun-08 | 36 |
| European Union (CTM) | POINT | BCI | 2740678 | 13-Jun-05 | 9 |

Trademark Applications:

| Country | Trade Mark | Owner/Applicant | Application No. | Filing Date | Class |
|--------------------------|------------|-----------------|-----------------|-------------|-------|
| United States of America | POINT BIDS | BCI | 86248336 | 10-Apr-14 | 42 |

Unregistered Trademarks:

| Trade Mark |
|--------------------|
| POINT |
| EM Liquid Tradable |
| EMGILB |
| EMTIL |
| ERA |

| Trade Mark |
|-----------------------------------|
| EUROAGG |
| Fiscal Strength Weighting |
| FSW |
| GEMS |
| HPA |
| Hybrid Performance Attribution |
| Inspire |
| IPRS |
| ITIPS |
| LBAR |
| POINT BiDS |
| POINT Lite |
| POINTWEB |
| Q-MA |
| SBAR |
| TCX |