

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sterling Trader, Inc.		04/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PTS Financial Technology, LLC		
Street Address:	1001 Avenue of the Americas		
Internal Address:	16th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2635488	STERLING TRADER	
Registration Number:	2697878	STERLING TRADER	
Serial Number:	85522373	STERLING ECN	
CORRESPONDENCE DATA			
Fax Number:	3125693459		
<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:	312-569-1459		
Email:	ipdocketchicago@dbr.com		
Correspondent Name:	Melissa S. Dillenbeck		
Address Line 1:	191 North Wacker Drive		
Address Line 2:	Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	PTS/LIGHTSPEED-492240		
NAME OF SUBMITTER:	Melissa S. Dillenbeck		
SIGNATURE:	/Melissa S. Dillenbeck/		
DATE SIGNED:	07/08/2015		
Total Attachments: 6			

CH \$90.00 2635488

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EXHIBIT C

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment") is entered into as of April 30, 2014 ("Effective Date") by and between Sterling Trader, Inc., a Delaware corporation ("Seller"), and PTS Financial Technology, LLC, a Delaware limited liability company ("Assignee"). The Seller and Assignee are hereinafter referred to collectively as the "Parties" and sometimes each individually as a "Party."

WHEREAS, Seller is a party to that certain Stock and Asset Purchase Agreement dated April 30, 2014 (the "Purchase Agreement") by and among Seller, Professional Trading Solutions, Inc., a Delaware corporation ("Buyer"), Sterling Trader Holdings, LLC, a Delaware limited liability company, Sterling Trader Execution Services, Inc., Stephen A. Sierszulski, Richard L. Chu and Ven-Ching Tseng;

WHEREAS, Seller is the owner of certain intellectual property assets described below;

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, convey, transfer, assign and deliver to Buyer or the Buyer Designee (as such term is defined in the Purchase Agreement), all of Seller's right, title and interest in and to its intellectual property assets; and

WHEREAS, Assignee is the Buyer Designee and has agreed to accept such assignment.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein contained, and for other good and valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

Seller irrevocably hereby assigns, transfers, conveys and delivers unto Assignee any and all right, title and interest held by or licensed to Seller in and to the following throughout the world (all of the following collectively, "Intellectual Property"):

(i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, including all patents and patent applications in Appendix A;

(ii) all trademarks, service marks, trade dress, logos, trade names, and other indications of origin, and all corporate names, including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith in any jurisdiction, including all registrations and applications in Appendix A;

(iii) all copyrights and works of authorship (whether copyrightable or not), and all applications, registrations, and renewals in connection therewith in any jurisdiction, including all registrations and applications in Appendix A;

- (iv) all mask works and all applications, registrations, and renewals in connection therewith in any jurisdiction;
- (v) all trade secrets;
- (vi) all software;
- (vii) all websites, website content, and domain names (including registrations thereof), including all domain names in Appendix A;
- (viii) all other intellectual property and/or proprietary rights;
- (ix) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (x) all tangible embodiments of any of the foregoing (in whatever form or medium), including all copies thereof;
- (xi) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (xii) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

All rights in, to and under the Intellectual Property to be held and enjoyed by Assignee to the same extent as would have been held and enjoyed by such Sellers had this sale, assignment and transfer not been made; any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Intellectual Property from the Effective Date; and all claims or causes of action such Sellers have or may have in connection with the Intellectual Property, including, but not limited to, the right to sue and recover damages for any and all past infringements of any of the Intellectual Property.

This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. Nothing contained in this Assignment shall be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

The Sellers covenant and agree that the Sellers shall, at the request of Assignee or its counsel, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the Intellectual Property and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the Intellectual Property assigned, transferred and conveyed to Assignee pursuant to

this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed.

The construction and performance of this Assignment shall be governed by, and construed in accordance with, the law of the State of Delaware without regard to its principles of conflict of law to the extent they would result in the application of the laws of another jurisdiction

This Assignment shall be binding upon and shall inure to the benefit of the Sellers and Assignee and their respective successors, legal representatives and assigns, and all others acting by, through, with or under the Sellers' direction and all those in privity therewith.

A facsimile or photocopied signature (which may be delivered by facsimile or other electronic means) shall be deemed to be the functional equivalent of an original for all purposes.


[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Intellectual Property Assignment to be duly executed as of the Effective Date.

STERLING TRADER, INC.

By: 
Name: STEPHEN A. SIERFUZSKI
Title: PRESIDENT

PTS FINANCIAL TECHNOLOGY, LLC

By: 
Name: FARID NAJI
Title: CEO

[Signature page to IP Assignment]

APPENDIX A

Patents and Patent Applications

None.

Trademark Registrations and Applications

United States:

Mark	Serial No./ Reg. No.	Status	Owner
STERLING TRADER	SN:78-101031 RN:2,635,488	Renewed on October 15, 2012 Next deadline 2022	Sterling Trader, Inc. (Delaware Corp.) Suite 400 225 West Washington Street Chicago, Illinois 60606
STERLING TRADER	SN:78-100777 RN:2,697,878	Renewed on March 18, 2013 Next deadline 2023	Sterling Trader Inc. (Delaware Corp.) Suite 400 225 West Washington Street Chicago, Illinois 60606
STERLING ECN	SN:85-522373	Application will become abandoned – Statement of Use was due February 14, 2014 but no filing was made.	Sterling Trader Execution Services, Inc. (Delaware Corp.) Suite 400 225 West Washington Street Chicago, Illinois 60606

WIPO Trademarks:

STERLING TRADER (China)

Chinese Characters in Series Trademarks:

STERLING TRADER (two marks; China) (see below)

STERLING TRADER (two marks; Hong Kong) (see below)

[PLEASE INSERT CHARACTERS FOR MARKS FROM DISCLOSURE SCHEDULES]

Canadian Trademarks:
Sterling Trader

Copyright Registrations and Applications

None.

Domain Names

sterlinge.cn.com
sterlingtrader.cn.com
sterlingats.com
sterlingtrader.com
sterlingtrader.com.hk
sterlingtrader.com.cn
sterlingtrader.com.br