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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM360915

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RealTick LLC		10/01/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Eze Castle Software LLC		
Street Address:	12 Farnsworth Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02210		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3964354	
Registration Number:	3593883	EUROVAB
Registration Number:	2547387	HOTTREND
Registration Number:	3925110	LIQUIDITY SCOPE
Registration Number:	2405718	REALTICK
Registration Number:	2876560	REALTICK
Registration Number:	3964356	REALTICK API
Registration Number:	3964254	REALTICK DATA
Registration Number:	2712768	REALTRADE
Registration Number:	2355296	TA_SRV
Registration Number:	2603340	TAL
Registration Number:	2424766	TOWNSEND ANALYTICS
Registration Number:	3148055	TURBOOPTIONS
Registration Number:	3408599	TICKETMINDER

CORRESPONDENCE DATA

Fax Number: 8669471121

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.

TRADEMARK REEL: 005658 FRAME: 0848

900342962

Phone: 585-263-1000

Email: nytm@nixonpeabody.com

Correspondent Name: Kristen M. Walsh, Nixon Peabody LLP

Address Line 1: 1300 Clinton Square

Address Line 4: Rochester, NEW YORK 14604

ATTORNEY DOCKET NUMBER: 811472-8

NAME OF SUBMITTER: Kristen M. Walsh

SIGNATURE: /kristenmwalsh/

DATE SIGNED: 11/02/2015

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("<u>Trademark Assignment</u>"), dated as of October 1, 2015 ("<u>Effective Date</u>"), is made by and between RealTick LLC, a Delaware limited liability company ("<u>Assignor</u>"), and Eze Castle Software LLC, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor and Assignee are parties to that certain Assignment and Assumption Agreement (the "Assignment and Assumption Agreement"), dated as of the date hereof, pursuant to which Assignor is distributing, assigning, transferring and conveying to Assignee all of Assignor's right, title and interest in and to any and all assets of Assignor and under any and all contracts and agreements to which Assignor is a party; and

WHEREAS, in connection with the transactions contemplated by the Assignment and Assumption Agreement, the parties hereto are entering into this Trademark Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

- 1. <u>Assignment</u>. Assignor hereby irrevocably distributes, conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest, including the goodwill appurtenant thereto, in and to the following:
- (a) the trademark registrations set forth on **Schedule 1** hereto and all issuances, extensions and renewals thereof;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) 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
- (d) 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.
- 2. <u>Effective Time</u>. The transactions contemplated by this Trademark Assignment shall be effective as of 12:02 AM Eastern Time on the Effective Date contemporaneously with

TRADEMARK
REEL: 005658 FRAME: 0850

the consummation of the transactions contemplated by the Assignment and Assumption Agreement.

- 3. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee.
- 4. <u>Further Assurances</u>. From time to time, as and when requested by either party hereto, the other party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as are reasonably necessary to evidence and effectuate the transactions contemplated by this Trademark Assignment.
- 5. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 6. <u>Counterparts</u>. This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.
- 7. <u>Modification and Waiver</u>. None of the provisions of this Trademark Assignment may be waived, changed or altered except in a writing executed by each of the parties hereto.
- 8. <u>Governing Law.</u> This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[signature page to follow]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment Agreement as of the date first above written.

REALTICK LAC

Name: Jeffrey D. Shoreman

Title:

President

EZE CASTLE SOFTWARE LLC

Name:

Title:

REEL: 005658 FRAME: 0852

SCHEDULE 1
ASSIGNED TRADEMARK REGISTRATIONS

Trademark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg, Date
RealTrade	Benelux	1105089	2/23/2006	795461	3/15/2006
TALTRADE	Benelux	1105090	2/23/2006	795462	3/15/2006
	EC	8992349	3/30/2010	8992349	9/20/2010
REALTICK	EC	8992372	3/30/2010	8992372	9/20/2010
EuroVAB	EC	6593611	1/21/2008	6593611	1/8/2009
Liquidity Scope	EC	9396029	9/23/2010		
RealTick	EC	3054061	2/14/2003	3054061	10/27/2004
RealTick	EC	9512005	11/10/201 0	9512005	4/26/2011
RealTick API	EC	8992315	3/30/2010	8992315	9/20/2010
RealTick Data	EC	8803678	1/11/2010	8803678	6/28/2010
RealTrade	EC	3054971	2/14/2003	3054971	1/20/2006
TAL	EC,	3054947	2/14/2003	3054947	10/20/2004
TicketMinder	EC	6153068	7/31/2007	6153068	6/10/2008
Townsend Analytics	EC	3054145	2/14/2003	3054145	10/14/2004
TurboOptions	EC	4520185	7/1/2005	4520185	6/16/2006
Design mark	US	77/969535	3/26/2010	3,964,354	5/24/2011
EuroVAB	US	77/375323	1/18/2008	3,593,883	3/24/2009
Hottrend	US	76/300407	8/16/2001	2,547,387	3/12/2002
Liquidity Scope	US	85/056515	6/7/2010	3,925,110	3/1/2011
RealTick	US	75/751113	7/14/1999	2,405,718	11/21/2000
RealTick	US	76/520248	5/8/2003	2,876,560	8/24/2004

TRADEMARK REEL: 005658 FRAME: 0853

Trademark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
RealTick API	US	77/969549	3/26/2010	3,964,356	5/24/2011
RealTick Data	US	77/954480	3/9/2010	3,964,254	5/24/2011
RealTrade	US	76/279890	6/27/2001	2,712,768	5/6/2003
TA_SRV	US	75/776698	8/13/1999	2,355,296	6/6/2000
TAL	US	75/773400	8/11/1999	2,603,340	8/6/2002
TicketMinder	US	77/242104	7/30/2007	3,408,599	4/8/2008
Townsend Analytics	US	75/773041	8/11/1999	2,424,766	1/30/2001
TurboOptions	US	78/661964	6/30/2005	3,148,055	9/26/2006

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REEL: 005658 FRAME: 0854