

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM381936

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900360382		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Instinet, LLC		04/08/2016	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Instinet Holdings Incorporated		
<b>Street Address:</b>	309 West 49th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3836355	EXECUTION EXPERTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128066675		
<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>			
<b>Phone:</b>	212-806-6675		
<b>Email:</b>	tm@stroock.com		
<b>Correspondent Name:</b>	Laura Goldbard George		
<b>Address Line 1:</b>	180 Maiden Lane, 38th Floor		
<b>Address Line 2:</b>	Stroock & Stroock & Lavan LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10038-4982		
<b>ATTORNEY DOCKET NUMBER:</b>	003038/0069		
<b>NAME OF SUBMITTER:</b>	Laura Goldbard George		
<b>SIGNATURE:</b>	/laura goldbard george/		
<b>DATE SIGNED:</b>	04/26/2016		
<b>Total Attachments: 8</b>			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property is entered into by the Instinet Subsidiaries (as defined below), each having an office as indicated in the signature blocks below, in favor of Instinet Holdings Incorporated (hereinafter, "IHI"), a Delaware corporation located at 1095 Avenue of the Americas, New York, NY 10036 (each, a "Party"; and collectively, the "Parties") to reflect the ongoing ownership of Intellectual Property Rights in Instinet Technology by IHI and the licensing by IHI of use of such Instinet Technology to Instinet Subsidiaries. Capitalized terms herein are defined in Section 1 below.

WHEREAS, IHI is the owner of all Intellectual Property Rights in the Instinet Technology and licenses certain rights to use and develop such Instinet Technology to Instinet Subsidiaries and their respective wholly owned subsidiaries (if any), and unaffiliated third parties; and

WHEREAS, the Parties wish to memorialize such ownership of Instinet Technology by IHI, and, if necessary, effectuate the transfer of any right, title, or interest in any Intellectual Property Rights in the Instinet Technology that may have vested in Instinet Subsidiaries or any of their respective subsidiaries as a result of the licenses referenced above, effective *nunc pro tunc* as of the date Instinet Subsidiaries obtained any such right, title, or interest.

NOW, THEREFORE, for other good and valuable consideration, past and present, the receipt and sufficiency of which are hereby acknowledged, Instinet Subsidiaries agree and states as follows:

### 1. Definitions.

"Instinet Subsidiaries" means Instinet, LLC, Instinet Group, LLC, Instinet International Corporation, Instinet Realty Services Inc., Meet the Street LLC, Instinet Global Properties Inc., Instinet Global Technology, LLC, Instinet Global Technology Properties, LLC, Instinet Canada Limited, Instinet Canada Cross Limited, and the wholly owned subsidiaries (if any) of each of the foregoing entities, and any predecessors-in-interest, but expressly excluding any subsidiaries principally located outside of the Americas region.

"Instinet Technology" means any and all past, present, and future technical information, Software, specifications, drawings, records, documentation, industrial designs, works of authorship or other creative works, ideas, knowledge, know-how, inventions (whether or not patentable), invention disclosures, improvements, including, without limitation, all Intellectual Property Rights related to the foregoing.

"Intellectual Property Rights" means all past, present, and future rights, anywhere in the world, in and to (i) all copyrights and original works of authorship fixed in any tangible medium of expression, including as set forth in 17 U.S.C. § 101 et. seq., and all derivative works thereto; (ii) any mask work, registered or unregistered, including as defined in 17 U.S.C. §901; (iii) any patentable inventions, patents and patent applications, including all divisions, continuations, continuing prosecution applications, continuations in part, reissues, renewals, reexaminations, and extensions and counterparts worldwide claiming priority therefrom, utility models, designs, certificates of invention and like statutory rights; (iv) trade secret(s) and all other rights in or to confidential or technical information arising under the laws of any applicable jurisdiction; (v) trademarks, service marks, logos, trade dress, trade names, domain names, and other identifiers of the source of goods or services (whether registered, common law, statutory or otherwise) and all goodwill associated therewith; (vi) any other proprietary rights relating to intangible property anywhere in the world; and (vii) all foreign counterparts of the foregoing, all registrations for and applications to register the foregoing anywhere in the world, analogous rights thereto anywhere in the world, and all rights to sue for the past, present, or future infringement thereof.

"Software" means computer programs, embodied in software, firmware or otherwise, including compilations, algorithms, tool sets, compilers, models and methodologies (regardless of the stage of development

or completion) including all (a) media on which the foregoing is recorded; (b) forms in which the foregoing is embodied (e.g., source code, object code, executable code or human readable form); and (c) all translations, ported versions and modifications of the foregoing.

2. Each of the Instinet Subsidiaries has and does hereby irrevocably sell, assign, and transfer with full title guarantee to IHI all right, title, and interest throughout the world that any of the Instinet Subsidiaries may have in any Intellectual Property Rights in and to the Instinet Technology, effective *nunc pro tunc* as of the dates such Instinet Subsidiaries obtained any right, title, or interest in any such Intellectual Property Rights.

3. Each of the Instinet Subsidiaries further agrees to continues to, and does hereby irrevocably sell, assign, and transfer with full title guarantee to IHI any and all interest in any Intellectual Property Rights in the Instinet Technology that may vest in any of the Instinet Subsidiaries, including as a result of assignment(s) with its employees, consultants or other third parties or the application of the "work for hire" doctrine (or similar applicable doctrine) now and in the future. Such assignment of additional Intellectual Property Rights in the Instinet Technology immediately belonging to IHI as of the date such Instinet Subsidiaries obtained any such right, title, or interest, with no additional consideration required.

4. Each of the Instinet Subsidiaries shall do or procure to be done all such further acts and things, and execute or procure the execution of any documents IHI deems necessary or proper to effectuate the terms of this Assignment, including for the purpose of securing or maintaining any applications for, issuances, or registration(s) relating to the Intellectual Property Rights in and to Instinet Technology, including, without limitation, the execution and filing of any document with any government agency.

5. For the avoidance of doubt, this Assignment shall be subject to and not impact in any way the licenses and rights granted by IHI in that certain Software License Agreement, dated March 1, 2010, as amended from time to time, by and between IHI and Chi-X Global Inc.

6. Each of the Instinet Subsidiaries agree that the covenants and promises contained in Paragraphs 3 and 4 shall be binding on any successor-in-interest or assigns, unless otherwise released by IHI in writing.

7. This Assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of law principles, and each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of the State of New York, borough of Manhattan, over any claim or matter arising under or in connection with this Assignment or its subject matter or formation (including non-contractual disputes or claims).

8. Each provision of this Assignment shall be considered separable; and if, for any reason, any provision of this Assignment is determined by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such determination shall not affect the enforceability of the remainder of this Assignment or the validity, lawfulness, or enforceability of such provision in any other jurisdiction. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and both of which together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

For and on behalf of:

INSTINET GROUP, LLC  
INSTINET INTERNATIONAL CORPORATION  
INSTINET GLOBAL PROPERTIES INC.  
INSTINET GLOBAL TECHNOLOGY, LLC  
INSTINET GLOBAL TECHNOLOGY PROPERTIES, LLC  
Located at : 1095 Avenue of the Americas  
New York, NY 10036



By Jonathan Kellner, Chief Executive Officer

For and on behalf of:

INSTINET, LLC

Located at: 1095 Avenue of the Americas  
New York, NY 10036



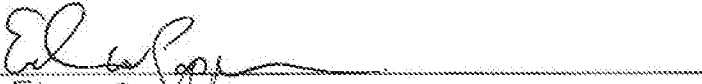
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By: Jonathan Kellner, President

For and on behalf of:

INSTINET REALTY SERVICES INC.

Located at : 1095 Avenue of the Americas  
New York, NY 10036

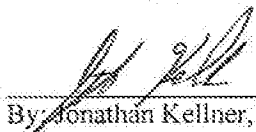
  
By: Edwin Papp

For and on behalf of:

MEET THE STREET LLC

Located at : 1095 Avenue of the Americas

New York, NY 10036



By: Jonathan Kellner, Manager



For and on behalf of:

INSTINET CANADA LIMITED  
INSTINET CANADA CROSS LIMITED

Located at: 100 Wellington St. West, Suite 2202  
Toronto, ON M5K 1H1 Canada



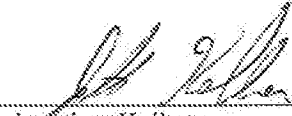
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By: Ken Klepacki

For and on behalf of IHL:

**INSTINET HOLDINGS INCORPORATED**

Located at : 1095 Avenue of the Americas  
New York, NY 10036



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Jonathan Kellner  
Chief Executive Officer