

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM413639

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Tradovate Holdings, LLC		11/01/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tradovate Technologies, LLC		
<b>Street Address:</b>	780 Home Rd.		
<b>City:</b>	Delaware		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43015		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86322978	TRADOVATE	
<b>Serial Number:</b>	86322964	TRADOVATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2021 McKinney Ave., Suite 2000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	61044-10010		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>SIGNATURE:</b>	/Dusan Clark/		
<b>DATE SIGNED:</b>	01/25/2017		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment"), effective as of November 1, 2016, ("Effective Date") is by and between TRADOVATE HOLDINGS, LLC, a Delaware limited liability company ("Assignor") and TRADOVATE TECHNOLOGIES, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of certain trademarks [and domain names] listed on the attached Schedule A (the "Assigned Trademarks");

WHEREAS, Assignor desires to assign, and Assignee desires to acquire all worldwide right, title, and interest in and to the Assigned Trademarks, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the parties wish to record such acquisition in the respective Patent and Trademark Offices and/or relevant official offices, registrars, and registries around the world.

NOW, THEREFORE, in consideration of the sum of US\$10 (ten US Dollars) and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the Assigned Trademarks, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the Assigned Trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.
2. Further Assurances. Assignor shall promptly do, make, execute, or deliver, or cause to be done, made, executed, or delivered, all such further acts, documents, and things as are necessary to transfer ownership of the Assigned Trademarks to Assignee and for Assignee to record or register the Assigned Trademarks with the relevant official office or registry.
3. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
4. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States with respect to trademark issues, and (ii) in all other respects, including as to validity (except for trademark issues), interpretation and effect, by the laws of the State of Illinois without giving effect to the conflict of laws rules thereof.

5. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

[Signature pages follow.]



ACCEPTED BY:

ASSIGNEE

TRADOVATE TECHNOLOGIES, LLC

By: TRADOVATE HOLDINGS, LLC

By: 

Name: Rick Tomsic

Title: Member

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared Rick Tomsic known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignee.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

### **Schedule A Assigned Trademarks**

TRADOVATE, U.S. Application No. 86322978 in Class 36 for “Financial and investment services, namely, provision of financial information, investment brokerage, investment advice, financial exchange, and trading for others of futures, currency and equities”;

TRADOVATE, U.S. Application No. 86322964 in Classes 9 and 42 for “Computer software for use in electronic trading and financial portfolio management,” Class 9 and “Providing temporary use of on-line non-downloadable software for facilitating electronic trading and financial portfolio management,” Class 42;

TRADOVATE, CTM Registration No. 013453451 in Class 36 for “Financial and investment services, namely, provision of financial information, investment brokerage, investment advice, financial exchange, futures trading, currency trading, and equities trading”; and

TRADOVATE, CTM Registration No. 013453535 in Classes 9 and 42 for “Computer software for use in electronic trading and financial portfolio management,” Class 9 and “Providing temporary use of on-line non-downloadable software for facilitating electronic trading and financial portfolio management,” Class 42.

Tradovate.com