

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NYSE Group, Inc.		04/17/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NYSE Governance Services, Inc.		
Street Address:	5660 New Northside Drive NW 3rd Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4955063	PULSE	
Serial Number:	86728382	FORGE	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<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:	215-656-3381		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		
Address Line 2:	1650 MARKET ST. SUITE 4900		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	WILLIAM L. BARTOW		
SIGNATURE:	/williamlbartow/		
DATE SIGNED:	04/18/2017		
Total Attachments: 4			
source=Trademark Assignment NYSE Group to NYSE Governance#page1.tif			
source=Trademark Assignment NYSE Group to NYSE Governance#page2.tif			
source=Trademark Assignment NYSE Group to NYSE Governance#page3.tif			
source=Trademark Assignment NYSE Group to NYSE Governance#page4.tif			

CH \$65.00 4955063

TRADEMARK ASSIGNMENT

This **Trademark Assignment Agreement** (the "Trademark Assignment") is made and entered into as of April 17, 2017 (the "Effective Date"), by and between NYSE Group, Inc., a Delaware corporation (the "Assignor") and NYSE Governance Services, Inc., a Delaware corporation (the "Assignee"). Assignee and Assignor are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor is the owner of those certain trademarks set forth on Schedule I attached hereto, and agrees to convey all of its right, title and interest in and to such trademarks, together with all goodwill associated therewith (collectively, the "Assigned Trademarks") to Assignee.

WHEREAS, as of the Effective Date and pursuant to the terms hereof, Assignor wishes to assign, and the Assignee wishes to assume, all right, title and interest in the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged by the Parties:

1. As of the Effective Date, Assignor hereby assigns, transfers, sells and conveys to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Trademarks, together with all registrations and applications therefor, all goodwill associated with the Assigned Trademarks and all other corresponding rights that are or may be hereafter secured under the laws of any country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Trademark Assignment had not been made, including all right, title and interest in and to all income, proceeds, royalties, damages, claims and payments which accrue, or have accrued, prior to and as of the Effective Date or thereafter and are due or payable with respect thereto, and in and to all causes of action, either at law or in equity for any past, present or future infringement, of the Assigned Trademarks, or other violation or unauthorized use of the Assigned Trademarks, with the right to sue for, and collect the same.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer the Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

3. The Parties acknowledge and agree that certain documents may need to be executed and delivered by Assignor to effectuate transfer of title to the Assigned Trademarks to Assignee. Assignor agrees to provide to Assignee and Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Trademark Assignment. Any and all costs associated with the foregoing shall be the sole responsibility of Assignee.

4. This Trademark Assignment, and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated, hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

5. Each provision of this Trademark Assignment will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Trademark Assignment is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Trademark Assignment shall remain in full force and effect.

6. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Trademark Assignment may not be amended except by an instrument in writing signed by each of the Parties hereto.

*[Remainder of page intentionally left blank.
Signature page follows.]*

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

NYSE GROUP, INC.

By: 

Name: Stacey Cunningham

Its: Chief Operating Officer

ASSIGNEE:

NYSE GOVERNANCE SERVICES, INC.

By: 

Name: Adam Sodowick

Its: President, NYSE Governance Services, Inc.

Schedule I

COUNTRY	MARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
US	PULSE	86/728,393	8/18/2015	4,955,063	5/10/2016	Registered
US	FORGE	86/728,382	8/18/2015	n/a	n/a	Pending/ Allowed

[Schedule I to Trademark Assignment]