

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516523

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MSCI, Inc.		04/09/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Financial Engineering Associates, Inc.		
Street Address:	600 N. Pearl, Suite 2000		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2239086	@ENERGY	
Registration Number:	4529992	@ENERGY/POWERWORKS	
Registration Number:	2109907	@EQUITY	
Registration Number:	1752287	@GLOBAL	
Registration Number:	1860319	@INTEREST	
Registration Number:	3799345	FEA	
Registration Number:	1738136	FEA	
Registration Number:	4491592	POWERWORKS	
Registration Number:	3833626	PRONG+	
Registration Number:	3263167	STRUCTURETOOL	
Registration Number:	2184552	VARDELTA	
Registration Number:	2019804	VARWORKS	
CORRESPONDENCE DATA			
Fax Number:	2146616876		
<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:	2149535758		
Email:	sborrelli@docket@jw.com		
Correspondent Name:	Sara K. Borrelli		
Address Line 1:	2323 Ross Avenue, Suite 600		

TRADEMARK

Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	144102.00006
NAME OF SUBMITTER:	Sara K. Borrelli
SIGNATURE:	/Sara K. Borrelli/
DATE SIGNED:	03/29/2019
Total Attachments: 7 source=Financial Engineering Associates, Inc. - Intellectual Property Assignment Agreement [Executed]#page1.tif source=Financial Engineering Associates, Inc. - Intellectual Property Assignment Agreement [Executed]#page2.tif source=Financial Engineering Associates, Inc. - Intellectual Property Assignment Agreement [Executed]#page3.tif source=Financial Engineering Associates, Inc. - Intellectual Property Assignment Agreement [Executed]#page4.tif source=Financial Engineering Associates, Inc. - Intellectual Property Assignment Agreement [Executed]#page5.tif source=Financial Engineering Associates, Inc. - Intellectual Property Assignment Agreement [Executed]#page6.tif source=Financial Engineering Associates, Inc. - Intellectual Property Assignment Agreement [Executed]#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Assignment**”), dated as of April 9, 2018, is by and between MSCI, Inc., a Delaware corporation (“**Assignor**”), and Financial Engineering Associates, Inc., a California corporation (“**Assignee**”) (each a “**Party**” and collectively, the “**Parties**”).

WHEREAS, Assignor and Assignee, among others, will be entering into that certain Stock Purchase Agreement on even date herewith (the “**Stock Purchase Agreement**”); and

WHEREAS, Assignor is the owner of the trademarks, service marks, trademark registrations, trademark applications, internet domain names and domain name registrations set forth on Schedule A attached hereto and incorporated herein by reference (collectively, the “**Transferred Trademarks and Domain Names**”); and

WHEREAS, to the extent Assignor and/or its Affiliates (as defined in the Stock Purchase Agreement, for clarity, other than Assignee) own or have acquired any right, title or interest in or to (i) the Software (as defined in the Stock Purchase Agreement) set forth on or described in Schedule B attached hereto and incorporated herein by reference, (ii) any other Proprietary Company Software (as defined in the Stock Purchase Agreement), (iii) any other Software owned by Assignor or any of its Affiliates and (a) incorporated into, called by, or compiled within any of the foregoing Software described in clauses (i) or (ii) or (b) required for compilation of any of the foregoing Software, or (iv) any related manuals, documentation, passwords, keys, authorization codes and other similar instructions and materials owned by Assignor or its Affiliates (all of the foregoing described in clauses (i), (ii), (iii) and/or (iv), collectively, the “**Transferred Software**”), Assignor and its other Affiliates have agreed to assign and transfer to Assignee all of their right, title and interest in and to such Transferred Software; and

WHEREAS, to the extent Assignor and/or its other Affiliates own or have acquired any right, title or interest in or to any of the Intellectual Property Rights in or to the Transferred Software (but excluding, for the avoidance of doubt, any trademarks or domain names of Seller or any of its Affiliates, other than the Transferred Trademarks and Domain Names) (together with the Transferred Software, collectively, the “**Transferred Software and IP**”) Assignor and its other Affiliates have agreed to transfer and assign to Assignee all of their right, title and interest in and to such Transferred Software and IP; and

WHEREAS, Assignor and its other Affiliates now desire to enter into this Assignment to effect the assignment and transfer to Assignee all of Assignor’s and its other Affiliates’ right, title and interest in and to the Transferred Trademarks and Domain Names and the Transferred Software and IP, and Assignee desires to acquire from Assignor and its other Affiliates all such right, title and interest in and to the Transferred Trademarks and Domain Names and the Transferred Software and IP.

NOW, THEREFORE, in consideration of the Stock Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **ASSIGNMENT.** Assignor, on behalf of itself and its Affiliates (other than Assignee), hereby irrevocably assigns, conveys and transfers to Assignee, its successors and assigns, effective immediately prior to the Closing (as defined in the Stock Purchase Agreement), all of Assignor's and its other Affiliates' right, title and interest in and to (a) the Transferred Trademarks and Domain Names and the Transferred Software and IP, together with all Intellectual Property Rights therein and thereto and the goodwill of the business symbolized by and associated with the foregoing, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; and (b) all rights to income, royalties, and license fees deriving from any of the foregoing, all claims for damages by reason of past, present and future infringement or misappropriation of any of the foregoing or injury to the goodwill associated with any of the foregoing, and the right to sue for and recover damages, arising out of or in connection with any and all past, present or future infringements, misappropriation or dilution of or other violation or damage to any of the foregoing or the associated goodwill (all of the foregoing, collectively, the "**Transferred Assets**").

2. **DELIVERY OF SOFTWARE.** Without limiting anything set forth in or required under the Stock Purchase Agreement or any Transaction Document, immediately prior to the consummation of the transactions contemplated by the Stock Purchase Agreement, Assignor shall, and shall cause its other Affiliates to, deliver and provide, via physical delivery of one (1) secured hard drive in London, United Kingdom, containing a complete copy of the Transferred Software (in source code form, and including electronic copies of all related manuals, documentation, passwords, keys, authorization codes and other similar instructions and materials in Assignor's or its other Affiliates' possession or control) to Assignee (or its authorized agent for receipt) on the day of the Closing. In addition to the foregoing, within two (2) calendar days from the Closing, Assignor shall, and shall cause its other Affiliates to, deliver and provide to Assignee (or its authorized agent for receipt) an additional one (1) hard drive identical to the foregoing hard drive via physical delivery in London, United Kingdom.

3. **ASSISTANCE.** Assignor further agrees, on behalf of itself and its other Affiliates, to perform and shall cause its other Affiliates and its and their employees and agents to perform all lawful acts that are reasonably necessary to permit and assist Assignee or its successor or assignee in perfecting its rights in the Transferred Assets. Such acts may include executing further assignments and other lawful documents, as Assignee may, from time to time, reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Transferred Trademarks and Domain Names and the other Transferred Assets.


4. **TAX MATTERS.** Any assignments pursuant to this Assignment shall be treated as a capital contribution from the Shareholder (as defined in the Stock Purchase Agreement) and Assignee shall be deemed to acquire the property subject to such assignment from the Assignor and its other Affiliates to the Assignee without any additional consideration. Assignor shall be responsible for any income, sales, transfer, value added and other Taxes (as defined in the Stock Purchase Agreement) imposed in connection with any transfer contemplated by this Assignment.

5. **GENERAL.** Any agreement on the part of a Party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such Party. A waiver by a Party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Assignment may not be amended, modified or supplemented except by written agreement of the parties. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. For the purposes of this Assignment, any reference to an “Affiliate” of either Party shall exclude the other Party. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

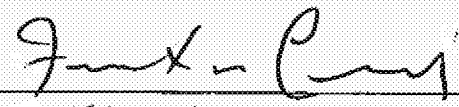
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the next page is the signature page.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the date first written above.

MSCI, INC.

By: 
Name: Kathleen Winars
Title: Chief Financial Officer

FINANCIAL ENGINEERING
ASSOCIATES, INC.

By: 
Name: FRANK CUMMINGS
Title: CEO / PRESIDENT

SCHEDULE A

Transferred Trademarks and Domain Names

Trademark Registrations

TRADEMARK	COUNTRY	REGISTRATION NO.
@ENERGY (STYLIZED)	China	4393512
@ENERGY (STYLIZED)	EUTM	8384646
@ENERGY (STYLIZED)	U.S.	2239086
@ENERGY/POWERWORKS	U.S.	4529992
@EQUITY (STYLIZED)	China	4393511
@EQUITY (STYLIZED)	EUTM	8384661
@EQUITY (STYLIZED)	U.S.	2109907
@GLOBAL (STYLIZED)	China	4393510
@GLOBAL (STYLIZED)	EUTM	8384687
@GLOBAL (STYLIZED)	U.S.	1752287
@INTEREST (STYLIZED)	China	4393509
@INTEREST (STYLIZED)	EUTM	8384703
@INTEREST (STYLIZED)	U.S.	1860319
FEA	Australia	1294628
FEA	Canada	800581
FEA	China	4393517 7722188
FEA	EUTM	2794824 8384844

FEA	Hong Kong	301371122
FEA	Japan	5308458
FEA	Norway	253283
FEA	Switzerland	600318
FEA	U.S.	3799345
FEA and Design	U.S.	1738136
POWERWORKS	U.S.	4491592
ProNG+	EUTM	8359358
ProNG+	U.S.	3833626
PROSTORAGE	China	4393508
STRUCTURETOOL	EUTM	8384851 4923488
STRUCTURETOOL	Hong Kong	300587700
STRUCTURETOOL	Japan	5005981
STRUCTURETOOL	Singapore	T0604181A T0604176E
STRUCTURETOOL	U.S.	3263167
VARDELTA	China	4393514
VARDELTA	EUTM	8384877
VARDELTA	U.S.	2184552
VARWORKS	China	4393513
VARWORKS	EUTM	8384893
VARWORKS	U.S.	2019804

Applications for Trademark Registrations

TRADEMARK	COUNTRY	APPLICATION NO.
FEA	Brazil	830350241 830350284 830350292

Domain Names

- fea.com
- fea.eu
- fea.mobi
- fea.xxx
- vardelta.com