### 900633058

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM663725

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Nasdaq, Inc.		06/25/2021	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Tradeweb Markets LLC	
Street Address: 1177 Avenue of the Americas		
City:	New York	
State/Country: NEW YORK		
Postal Code:	10036	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Serial Number:	78463151	AUTO WORKUP
Serial Number:	75942266	E
Serial Number:	78550252	E SPEED
Serial Number:	75826266	E SPEED
Serial Number:	77014673	ESPEED
Serial Number:	76096114	ESPEED
Serial Number:	75838276	ESPEED
Serial Number:	75714304	E-SPEED
Serial Number:	75983375	ESPEED
Serial Number:	75891879	ESPEED
Serial Number:	78258012	ESPEED ELITE
Serial Number:	76222853	E-SPEED FILING
Serial Number:	78648350	ESPEEDOMETER
Serial Number:	78245020	KLEOS
Serial Number:	88036509	QWAP

#### **CORRESPONDENCE DATA**

**Fax Number:** 2128066006

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.

**REEL: 007370 FRAME: 0800** 

TRADEMARK

900633058

Phone: 2128066675
Email: tm@stroock.com

Correspondent Name: Laura Goldbard George
Address Line 1: Laura Goldbard George
180 Maiden Lane, 38th Floor

Address Line 4: New York, NEW YORK 10038-4982

ATTORNEY DOCKET NUMBER:	649087/0001	
NAME OF SUBMITTER:	Laura Goldbard George	
SIGNATURE:	/laura goldbard george/	
DATE SIGNED:	07/30/2021	

#### **Total Attachments: 7**

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#### TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the "<u>Assignment</u>"), dated and effective as of June 25, 2021 (the "<u>Effective Date</u>"), is by and between Nasdaq, Inc., a Delaware corporation ("<u>Assignor</u>"), and Tradeweb Markets LLC, a Delaware limited liability company, ("<u>Assignee</u>") (each, a "<u>Party</u>" and collectively, the "<u>Parties</u>"). All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement (defined herein below).

WHEREAS, Assignor and Assignee have entered into a Purchase Agreement, dated as of February 2, 2021 (the "Purchase Agreement"), pursuant to which, on the terms and subject to the conditions set forth in the Purchase Agreement, (a) Assignor has agreed, to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, free and clear of all Encumbrances, other than Permitted Encumbrances, Assignor's right, title and interest as of the Closing in and to the Purchased Assets and (b) Assignee has agreed, effective at the time of the Closing, to assume and to satisfy and discharge when due, all of the Assumed Liabilities;

**WHEREAS,** pursuant to the Purchase Agreement, such Purchased Assets include all of Assignor's right, title, and interest as of the Closing in and to the trademark applications and registrations set forth on <u>Schedule A</u> hereto (collectively, the "<u>Assigned Marks</u>"); and

WHEREAS, this Assignment is being executed and delivered pursuant to <u>Section 2.8(b)(iv)</u> and <u>Section 2.8(c)(ii)</u> of the Purchase Agreement to effect the assignment of the Purchased Assets from Assignor to Assignee.

**NOW, THEREFORE,** pursuant to the Purchase Agreement and in consideration of the mutual promises contained therein and herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignor and Assignee, intending to be legally bound hereby, hereby agree as follows:

- 1. <u>Conveyance</u>. Effective as of the Effective Date, subject to and pursuant to the Purchase Agreement, Assignor does hereby sell, convey, assign, transfer and deliver to Assignee all of Assignor's right, title and interest in and to the Assigned Marks, together with the goodwill symbolized thereby and, with regard to any Assigned Marks that are intent to use applications, the Parties acknowledge that the portion of Assignor's business in respect of which Assignor has a bona fide intent to use such marks is also being transferred.
- 2. <u>Recordation</u>. Assignor hereby authorizes and requests the Commissioner of Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Assigned Marks, and to issue any and all Assigned Marks to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this

Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Marks.

- 3. Subject to Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, modify, limit, extend, add to, amend or in any way affect any of the rights or obligations of any party under the Purchase Agreement. In the event of any conflict or inconsistency between the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. The rights and obligations of any Party set forth in the Purchase Agreement shall not be limited, altered, impaired, enhanced nor enlarged by this Assignment. This Assignment is for the sole benefit of the parties hereto and their permitted successors and assigns, and nothing herein express or implied shall give or be construed to give to any Person, other than the parties hereto and such permitted successors and assigns, any legal or equitable rights hereunder.
- 4. <u>Descriptive Headings</u>. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.
- 5. <u>Miscellaneous</u>. All provisions of Article X (Miscellaneous) of the Purchase Agreement shall apply to this Agreement mutatis mutandis.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNOR: NASDAQ, INC.

Name: Ann M. Dennison

Title: Executive Vice President and Chief Financial Officer

Acknowledged and Accepted:

ASSIGNEE: TRADEWERMARKETS LLC

Ву: \_\_

Name: Lee Olesky

Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

# SCHEDULE A TO TRADEMARK ASSIGNMENT

Country	Trademark	Application Date	Application No.	Registration Date
United States	AUTO WORKUP	2004-08-06	78/463,151	2005-10-18
United States	E (design)	2000-03-13	75/942,266	2003-10-18
Brazil	E SPEED (device)	1999-06-18	821728172	2006-01-10
Argentina	E SPEED (device)	2000-01-14	2262540	2012-02-22
Argentina	E SPEED (device)	2000-01-14	2262543	2012-02-22
<u> </u>	` ,	1999-06-09	720409	
International Protocol (Madrid)	E SPEED (device)			1999-06-09
South Africa	E SPEED (device)	1999-06-07	9909964	1999-06-07
New Zealand	E SPEED (device)	1999-06-08	310791	1999-12-20
Israel	E SPEED (device)	1999-06-07	128294	2001-02-05
Brazil	E SPEED (device)	1999-06-18	821728245	2006-01-10
Greece	E SPEED (device)	1999-06-16	140869	2001-07-17
New Zealand	E SPEED (device)	1999-06-08	310790	1999-12-20
Germany	E SPEED (device)	1998-12-18	39873032642	1999-02-03
Ireland	E SPEED (device)	1999-06-09	216141	1999-06-09
Canada	E SPEED (device)	1999-06-08	1018043	2003-07-23
United States	E SPEED (device)	2005-01-19	78/550,252	2006-10-31
Argentina	E SPEED (device)	2000-01-14	3179276	2002-07-22
Australia	E SPEED (device)	1999-06-07	796536	1999-06-07
Hong Kong	E SPEED (device)	2000-12-10		2000-06-30
Brazil	E SPEED (device)	1999-06-18	821728253	2006-01-10
South Africa	E SPEED (device)	1999-06-07	9909963	1999-06-07
Israel	E SPEED (device)	1999-06-07	128295	2001-02-05
India	E SPEED (device)	1999-06-08	860110	1999-06-08
Israel	E SPEED (device)	1999-06-07	128296	2001-02-02
South Africa	E SPEED (device)	1999-06-07	9910006	1999-06-07
Argentina	E SPEED (device)	2000-01-14	2262539	2012-02-14
New Zealand	E SPEED (device)	1999-06-08	310789	1999-06-08
United States	E SPEED (device)	1999-10-19		2001-09-04
	,		75/826,266	
Sweden	ESPEED	1999-10-28	9907848	2001-11-23
United States	ESPEED	2006-10-05	77/014,673	2008-01-15
Argentina	ESPEED	2006-10-11	2707110	2007-11-29
Switzerland	ESPEED	1999-11-01	98181999	2000-09-13
South Africa	ESPEED	1999-10-07	9918415	1999-10-07
Canada	ESPEED	2006-10-18	1320685	2009-06-23
Mexico	ESPEED	2000-03-10	414980	2000-07-25
Israel	ESPEED	2006-10-15	194516	2008-04-06
United States	ESPEED	2000-07-25	76/096,114	2001-10-23
Argentina	ESPEED	2000-03-15	3101381	2011-07-07
Singapore	ESPEED	2000-03-15	T0004024D	2001-07-24
Mexico	ESPEED	2000-03-10	414979	2000-06-29
United Kingdom	ESPEED	2001-03-15	2264370	2004-06-25
Finland	ESPEED	1999-10-28	T199903464	2004-02-13
Israel	ESPEED	2006-10-15	194513	2010-03-11
Singapore	ESPEED	2000-03-15	T0004025B	2002-07-10
Singapore	ESPEED	2000-03-15	T0004026[	2001-09-19
Denmark	ESPEED	1999-11-01	44931999	2000-09-25
Mexico	ESPEED	2000-03-10	414977	2000-07-25
Benelux	ESPEED	1999-11-09	949977	1999-11-09
Portugal	ESPEED	1999-11-17	341272	2003-05-28
Argentina	ESPEED	2006-10-11	2707109	2007-11-29
Austria	ESPEED	1999-11-09	AM721399	2002-01-22
Argentina	ESPEED	2006-10-11	2707111	2007-11-29
New Zealand	ESPEED	2000-10-11	624073	2000-09-27
Brazil	ESPEED	2006-10-18	828799865	2012-10-09
		2000-10-18	414978	
Mexico	ESPEED ESPEED	1999-11-18	994033	2000-07-25 1999-11-18
Ireland				
Australia	ESPEED	2000-03-16	828181	2000-03-16
Israel	ESPEED	2006-10-15	194515	2008-04-06
Taiwan, Province of China	ESPEED	2006-09-28	095049557	2007-08-16
Israel	ESPEED	2006-10-15	194513	2010-03-11
Brazil	ESPEED	2006-10-18	828799857	2012-10-09

Country	Trademark	Application Date	Application No.	Registration Date
Colombia	ESPEED	2000-03-17	00019551	2002-08-05
Colombia	ESPEED	2000-03-17	00019552	2002-08-30
South Africa	ESPEED	1999-10-07	9918417	1999-10-07
Chile	ESPEED	2000-04-18	483096	2000-10-26
South Africa	ESPEED	1999-10-07	9918418	1999-10-07
Chile	ESPEED	2000-04-18	483097	2000-10-26
United States	ESPEED	1999-11-02	75/838,276	2002-02-05
Philippines	ESPEED	2000-05-19	42000004095	2004-08-05
Canada	ESPEED	1999-10-14	1032329	2005-08-19
New Zealand	ESPEED	2000-09-27	624072	2000-09-27
Greece	ESPEED	1999-11-25	142428	2001-05-17
Colombia	ESPEED	2006-10-13	T2006103640	2008-02-28
Colombia	ESPEED	2000-03-17	00019553	2001-05-11
Hong Kong	ESPEED	1999-10-14	2005B00768AA	2005-06-01
Italy	ESPEED	1999-10-15	RM99C005232	2010-03-12
Israel	ESPEED	2006-10-15	194514	2008-04-06
South Africa	ESPEED	1999-10-07	9918416	1999-10-07
European Union	ESPEED	2001-04-19	002188233	2002-11-11
Brazil	ESPEED	2000-06-08	822788365	2006-06-13
Brazil	ESPEED	2000-06-08	822788373	2006-07-11
Singapore	ESPEED	2000-03-15	T0004027I	2002-11-21
European Union	ESPEED	2001-07-20	002315935	2002-11-25
Argentina	ESPEED	2000-03-15	2273862	2005-04-20
European Union	ESPEED	2014-01-30	12550737	2016-03-12
International Registration (AU, CN, KR, NO)	ESPEED	2006-10-13	910848	2006-10-13
Ireland	ESPEED	1999-11-18	227100	1999-11-18
Italy	ESPEED	2009-10-14	302009901773865	2030-03-12
Canada	E-SPEED	1999-11-26	1037547	2002-12-05
Denmark	E-SPEED	1999-11-25	VA 004903 1999	2000-09-25
Hong Kong	E-SPEED	1999-05-26	2001B10762	1999-05-26
Italy	E-SPEED	2009-11-23	302009901786157	2010-03-15
Sweden	E-SPEED	1999-11-22	1999/08531	2000-12-22
United States	E-SPEED	1999-05-26	75/714,304	2001-01-30
Italy	E-SPEED	1999-11-25	RM99C006030	2010-03-15
France	E-SPEED	1999-01-28	99771673	1999-01-28
Austria	E-SPEED	1999-11-26	AM767499	2000-07-10
Portugal	E-SPEED	1999-11-25	341527	2001-06-04
Greece	E-SPEED	1999-11-25	142427	2001-05-17
International Protocol (Madrid)	E-SPEED	1999-07-23	720916	1999-07-23
United Kingdom	E-SPEED	1999-11-24	2215220	2000-06-02
Finland	E-SPEED	1999-11-23	T199903760	2001-03-30
Canada	E-SPEED	1999-09-28	1030411	2002-07-03
United States	ESPEED (stylized)	2000-01-07	75/983,375	2004-04-20
European Union	ESPEED (stylized)	2001-04-19	002188266	2002-11-11
United States	ESPEED (stylized)	2000-01-07	75/891,879	2003-06-24
New Zealand	ESPEED (stylized)	2005-11-16	738822	2007-04-05
United States	ESPEED ELITE	2003-06-04	78/258,012	2004-08-31
United States	E-SPEED FILING	2001-03-09	76/222,853	2004-09-07
Switzerland	ESPEEDOMETER	2005-07-11	017592005	2006-04-10
Hong Kong	ESPEEDOMETER	2005-09-09	300492732	2005-09-09
European Union	ESPEEDOMETER	2005-07-13	6002422	2008-10-28
European Union	ESPEEDOMETER	2005-07-13	004539656	2010-03-08
Singapore	ESPEEDOMETER	2005-07-12	T0511991D	2006-02-14
Singapore	ESPEEDOMETER	2005-07-12	T0511992B	2005-12-22
Singapore	ESPEEDOMETER	2005-07-12	T0511989B	2006-04-10
Norway	ESPEEDOMETER	2005-07-12	200506750	2006-08-16
Canada	ESPEEDOMETER	2005-07-11	1264353	2010-06-11
Australia	ESPEEDOMETER	2005-07-11	1064172	2005-07-11
United States	ESPEEDOMETER	2005-06-10	78/648,350	2007-11-06
Japan	ESPEEDOMETER	2005-07-12	200564180	2009-07-24
Singapore	ESPEEDOMETER	2005-07-12	T0511987F	2005-11-29
United States	KLEOS	2003-05-02	78/245,020	2006-07-25

•			Application No.	Registration Date
United States	I OWAP	2018-07-13	88/036.509	

**RECORDED: 07/30/2021**