

06-26-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): BrokerTec Global, L.L.C. 6-25-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Limited Liability Company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: BrokerTec USA, L.L.C.
Internal Address:
Street Address: One Evertrust Plaza
City: Jersey City State: NJ Zip: 07302
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Limited Liability Company
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

OFFICE OF PATENT RECORDS
FINANCE SECTION
2003 JUN 25 AM 12:27

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 5/7/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John M. Johnson
Internal Address: Carter Ledyard & Milburn LLP
Street Address: 2 Wall Street
City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: 13
7. Total fee (37 CFR 3.41) \$ 340
CK # 003789
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
John M. Johnson Reg. No. 33,334
Name of Person Signing
Signature
June 23, 2003
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

06/26/2003 8T0M11 0000029 2601552

01 FC:8521 40.00 OP
02 FC:8522 300.00 OP

700059341

TRADEMARK
REEL: 002773 FRAME: 0783

**ADDITIONAL TRADEMARK REGISTRATION
AND APPLICATION NUMBERS**

Registration/Application No.	MARK	Registration/Filing Date
2,601,551	BTEC	July 30, 2002
2,530,271	BrokerTec Global	January 15, 2002
2,520,678	BrokerTec	December 18, 2001
2,700,083	BrokerTec Futures Exchange	March 25, 2003
2,700,084	BrokerTec Clearing Company	March 25, 2003
2,697,694	BTEX	March 18, 2003
2,718,906	Global Markets... Global Products... One Electronic...	May 27, 2003
2,711,074	Built For The Future	April 29, 2003
76/423,148	BrokerTec The Liquidity Source (plus logo)	June 20, 2002
76/422,930	BrokerTec	June 20, 2002
76/422,929	The Liquidity Source	June 20, 2002
76/422,928	Moving Fast. Trading Smart	June 20, 2002
76/422,927	BrokerTalk	June 20, 2002

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this 7th day of May, 2003, by and between BrokerTec Global, L.L.C., a Delaware limited liability company (the "Assignor") and BrokerTec USA, L.L.C., a Delaware limited liability company (the "Assignee").

RECITALS

WHEREAS, Assignor and Assignee have entered into the Master Assignment and Assumption Agreement dated as of May 7, 2003 (the "Master Assignment and Assumption Agreement"), pursuant to which Assignee has acquired all of Assignor's right, title and interest in and to the domestic and foreign trademarks, services marks and logos, and any registrations or pending applications associated therewith, that are listed in Schedule A hereto (collectively, the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks within the United States and its territories and possessions, including, without limitation, all goodwill associated therewith or symbolized thereby, all common law trademark rights related thereto, together with the right to sue and recover damages for future, present and past infringements thereof and to fully and entirely stand in the place of Assignor in all matters related thereto. With respect to all intent-to-use U.S. applications comprised within the Assigned Trademarks, the parties hereto acknowledge that the portion of the business, which is ongoing and existing, in connection with which the Assignee has a bona fide intention to use the trademarks applied for in such intent-to-use U.S. applications is also being transferred to Assignee pursuant to the Master Assignment and Assumption Agreement and related agreements. This Assignment is intended to be an absolute assignment and not by way of security.

2. Further Assurances. Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and assigns may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement. Assignee, or its successors or assigns, as the case may be, shall be responsible for all reasonable out-of-pocket costs and expenses incurred by Assignor in executing and delivering any of the foregoing, which costs and expenses, for the avoidance of doubt, shall not include attorneys' fees incurred in connection with the foregoing.

3. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflicts of law provision that would cause the application of the laws of any jurisdiction other than the

State of New York. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by each party hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Agreement shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Agreement and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute on and the same instrument.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of year first above written.

BROKERTEC GLOBAL, L.L.C.

By: 
Name: **William H. Hinkle**
Title: **President & CEO**

BROKERTEC USA, L.L.C.

By: 
Name: **William H. Hinkle**
Title: **President & CEO**

State of New Jersey)
ss.:
County of Hudson)

On the 7 day of May in the year 2003 before me, the undersigned, a Notary Public in and for said State, personally appeared William Hinkle, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which these individuals acted, executed the instrument.

Carolyn Stewart
Notary Public CAROLYN STEWART

My commission expires: 9-12-07

Dated: 5-7-03

SCHEDULE A TO TRADEMARK ASSIGNMENT AGREEMENT
ASSIGNED TRADEMARKS

US Registered Marks:

BTEC

US Status: Registered

Registration Date: July 30, 2002

Registration No.: 2601551

BROKERTEC GLOBAL

US Status: Registered

Registration Date: January 15, 2002

Registration No.: 2530271

BROKERTEC

US Status: Registered

Registration Date: December 18, 2001

Registration No.: 2520678

BROKERTEC FUTURES EXCHANGE

US Status: Registered

Applicant: Seller

Registration Date: March 25, 2003

Registration No.: 2700083

BROKERTEC CLEARING COMPANY

US Status: Registered

Applicant: Seller

Registration Date: March 25, 2003

Registration No.: 2700084

BTEX

US Status: Registered

Applicant: Seller

Registration Date: March 18, 2003

Registration No.: 2697694

US Marks – Pending Registrations

GLOBAL MARKETS...GLOBAL PRODUCTS...ONE ELECTRONIC
TRADING PLATFORM

US Status: Pending

Application Date: April 24, 2002

Applicant: Seller

Serial No. 76/399049

BUILT FOR THE FUTURE

US Status: Pending

Application Date: April 12, 2002

Applicant: Seller

BROKERTEC THE LIQUIDITY SOURCE (plus logo)

US Status: Pending

Application Date: June 20, 2002

Applicant: Seller

BROKERTEC (plus logo)

US Status: Pending

Application Date: June 20, 2002

Applicant: Seller

THE LIQUIDITY SOURCE

US Status: Pending

Application Date: June 20, 2002

Applicant: Seller

MOVING FAST. TRADING SMART

US Status: Pending

Application Date: June 20, 2002

Applicant: Seller

BROKERTALK

US Status: Pending

Application Date: June 20, 2002

Applicant: Seller