

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sonic Trademark Management, LLC		03/23/2004	limited liability company: DELAWARE

RECEIVING PARTY DATA	
Name:	BNY Brokerage Inc.
Street Address:	1633 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2827181	SONICSTORM
Registration Number:	2603485	SONIC ONLINE
Registration Number:	2546046	SONICTRADING
Registration Number:	2726517	

CORRESPONDENCE DATA	
Fax Number:	(212)755-7306
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-326-3939
Email:	ibtannen@jonesday.com
Correspondent Name:	Jones Day
Address Line 1:	222 East 41st Street
Address Line 4:	New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	402213-999023
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NAME OF SUBMITTER:	Ilene B. Tannen
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Total Attachments: 3
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FORM OF TRADEMARK ASSIGNMENT

This Trademark Assignment is made between Sonic Trading Management, LLC, a Delaware limited liability company ("Assignor"), and BNY Brokerage, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated as of March 23, 2004 (the "Purchase Agreement"), pursuant to which Assignee is acquiring certain Purchased Assets (as defined in the Purchase Agreement) of Assignor, including but not limited to (i) all right, title and interest in certain [registered and] unregistered trademarks, service marks, trade names, product names, together with applications for the foregoing, all as set forth on Schedule A appended hereto (the "Marks") and (ii) the Business (as defined in the Purchase Agreement) to which the Marks pertain.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement, and for good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all right, title and interest in and to the Marks, together with the goodwill of the business appurtenant thereto and symbolized thereby, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this assignment and sale not been made. This assignment includes all claims for damage by reason of past, present or future infringement or other unauthorized use of the Marks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives, and the right to bring and/or participate in any proceeding in the United States Patent and Trademark Office or equivalent agency in any other country or jurisdiction for cancellation, opposition or other proceeding in connection with the Marks.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and corresponding authorities in all other countries or jurisdictions, worldwide, to record the title of Assignee as owner of all right, title, and interest in and to the Marks. Assignor agrees to execute, verify and deliver all further documents, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee may request from time to time, to perfect and vest title in the Marks in Assignee, or Assignee's successors, assigns or other legal representatives, and to protect and enforce the Marks.

3. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

4. This Trademark Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors or assigns.

5. In the event that any provision of this Trademark Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

6. This Trademark Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has caused this Trademark Assignment to be executed by its duly authorized officer as of March 23, 2004

ASSIGNOR:

SONIC TRADING MANAGEMENT, LLC

By: 


Name: Joseph Cammarata

Title: Managing Director

STATE OF New York)

COUNTY OF New York) ss.:

On the 23rd day of March, 2004 before me, the undersigned, personally appeared Joseph Cammarata, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the State of New York County of New York


Notary Public

ASSIGNEE:

BNY BROKERAGE, INC.

By: 

Name: Carey S. Pack

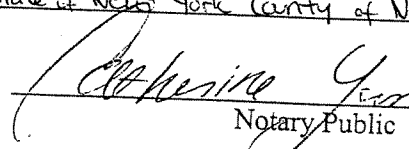
Title: President

CATHERINE YOON
Notary Public, State of New York
No. 01YO6050017
Qualified in Queens County
Certificate Filed in New York County
Commission Expires October 30, 2006

STATE OF New York)

COUNTY OF New York) ss.:

On the 23rd day of March, 2004 before me, the undersigned, personally appeared Carey S. Pack, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the State of New York County of New York


Notary Public

CATHERINE YOON
Notary Public, State of New York
No. 01YO6050017
Qualified in Queens County
Certificate Filed in New York County
Commission Expires October 30, 2006

Schedule A

<u>Mark</u>	<u>Serial/Registration Number</u>
Sonicstorm (Words)	76459355
Sonic Online (Words)	76006704/2603485
Sonictrading (Words/and Design and Words)	76006703/2546046
Sonic Symbol (Design)	76290984/2726517