

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chicago Board Options Exchange, Incorporated		07/17/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Market Data Express, LLC		
Street Address:	400 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60605		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78844238	MDX	
Serial Number:	78844252	MARKET DATA EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	(312)786-7919		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 786-7909		
Email:	newmark@cboe.com		
Correspondent Name:	Market Data Express, LLC		
Address Line 1:	400 S. LaSalle Street		
Address Line 4:	Chicago, ILLINOIS 60605		
ATTORNEY DOCKET NUMBER:	TM-MDX-ASSIGNMENT		
NAME OF SUBMITTER:	Jordan Newmark		
Signature:	/Jordan Newmark/		

OP \$65.00 78844238

Date:

07/17/2006

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK/SERVICEMARK

WHEREAS, CHICAGO BOARD OPTIONS EXCHANGE, INCORPORATED (hereinafter "CBOE"), a Delaware corporation, having a principal place of business at 400 South LaSalle Street, Chicago, Illinois, has adopted and is the owner of the following servicemarks (hereinafter referred to as "Servicemarks") now filed in the United States Patent and Trademark Office:

<u>Servicemark</u>	<u>Application Serial No.</u>	<u>Filing Date</u>
MDX	78844238	March 23, 2006
MARKET DATA EXPRESS	78844252	March 23, 2006

WHEREAS, MARKET DATA EXPRESS, LLC (hereinafter "MDX, LLC"), a Delaware corporation, having a principal place of business at 400 South LaSalle Street, Chicago, Illinois, is desirous of acquiring the entire right, title, and interest in said Servicemarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CBOE hereby assigns, conveys and transfers to MDX, LLC the entire right, title, and interest in and to said Servicemarks MDX, the United States Trademark Application Serial No. 78844238, and MARKET DATA EXPRESS, the United States Trademark Application Serial No. 78844252, and all the goodwill of the business connected with the use of and symbolized by said Servicemarks and any subsequent registrations thereof.

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Servicemarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Servicemarks.

2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall provide historical market data services for Assignee.

3. Representations and Warranties. Assignor represents and warrants to Assignee that:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all rights, title and interest, including all intellectual property rights, in the Servicemarks; and
- (c) This Agreement is valid, binding and enforceable in accordance with its terms.

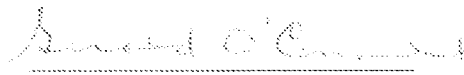
4. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. Amendment. This Agreement may be amended only by a writing signed by both parties.

6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Illinois.

ASSIGNEE


Signature

7-17-06
Date

Gerald O'Connell
Printed Name

President
Title

ASSIGNOR


Signature

7-17-06
Date

Joseph Levin
Printed Name

Vice President --
Research & Product Development
Title