

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	04/01/2003

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Aquila Merchant Services, Inc.		04/01/2003	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Ramsey Quantitative Systems, Inc.
Street Address:	1515 Ormsby Station Ct.
Internal Address:	Suite A
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40223
Entity Type:	CORPORATION: INDIANA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2766142	GUARANTEEDFORECAST

**CORRESPONDENCE DATA**

Fax Number: (816)753-1536  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 816-753-1000  
 Email: uspt@polsinelli.com  
 Correspondent Name: Timothy D. Steffens  
 Address Line 1: 700 West 47th Street  
 Address Line 2: Suite 1000  
 Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER:	053366-119158
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NAME OF SUBMITTER:	Timothy D. Steffens
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Signature:

/Timothy D. Steffens/

Date:

07/31/2007

Total Attachments: 3

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## TRADEMARK AND SERVICE MARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (the "Agreement") is entered into as of this 1<sup>st</sup> day of April, 2003 by and between Aquila Merchant Services, Inc., a Delaware corporation ("Assignor"), and Ramsey Quantitative Systems, Inc., an Indiana corporation ("Assignee").

**WHEREAS**, Assignor owns registrations and applications for registration of certain trademarks and service marks (the "Marks") as filed with the United States Patent and Trademark Office (all as set forth on Exhibit A) and Assignor has, on its own, or through certain of its affiliates, adopted, used and is using some of such Marks or has a bona fide intent to use some of the Marks; and

**WHEREAS**, pursuant to, and in connection with the transactions contemplated by, that certain Asset Purchase Agreement dated as of March 21, 2003 between the parties hereto (the "Purchase Agreement"), Assignor wishes to assign to Assignee all of Assignor's right, title and interest in the use of the Marks, subject to the terms and conditions hereof and of the Purchase Agreement; and

**WHEREAS**, Assignee desires to acquire the entire right, title and interest in and to said Marks, and the related registrations or applications (collectively, the "Mark Rights").

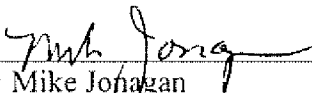
**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Pursuant to the Purchase Agreement, Assignor hereby sells, assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the Mark Rights.
2. Assignor further covenants and agrees that it will, at any time upon request, execute and deliver any and all documents that may be necessary or reasonably desirable to perfect the assignment of the Marks pursuant to the terms of the Purchase Agreement.
3. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.
4. The parties further agree that this Agreement does not in any way expand the rights or obligations of either party beyond the terms set forth in the Purchase Agreement.


[Remainder of page intentionally left blank; signature page follows]

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

**AQUILA MERCHANT SERVICES, INC.**

By:   
Name: Mike Jonagan  
Title: President

**RAMSEY QUANTITATIVE SYSTEMS, INC.**

By:   
Name: Kelly G. Duncan  
Title: CEO

**EXHIBIT A**

**Trademarks and Service Marks**

Guaranteed Weather®  
Guaranteed Yield  
Guaranteed Forecast  
Guaranteed Hydro  
Guaranteed Wind Speed