

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
Arthur J. Gallagher (UK) Limited		03/25/2008	Limited:

RECEIVING PARTY DATA	
Name:	AON Capital Markets Limited
Street Address:	8 Devonshire Square
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2M 4PL
Entity Type:	Limited:

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	78950057	RE-EX
Serial Number:	78950037	RE-EX

CORRESPONDENCE DATA	
Fax Number:	(212)878-8375
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2128951356
Email:	jennifer.spinning@cliffordchance.com
Correspondent Name:	Jennifer M. Spinning
Address Line 1:	31 West 52nd Street
Address Line 4:	New York, NEW YORK 10019-6131

ATTORNEY DOCKET NUMBER:	70-40348167
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DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	

CH \$65.00 78950057

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Jennifer M. Spinning
Signature:	/Jennifer M. Spinning/
Date:	04/07/2008

Total Attachments: 6

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THIS DEED OF ASSIGNMENT is made on 25 March 2008

BETWEEN:

- (1) **ARTHUR J. GALLAGHER (UK) LIMITED**, a company incorporated in England and Wales (registered no. 01193013), whose registered office is at 9 Alie Street, London, E1 8DE (the "Seller"); and
- (2) **AON CAPITAL MARKETS LIMITED**, a company incorporated in England and Wales (registered no. 01201769), whose registered office is at 8 Devonshire Square, London, EC2M 4PL (the "Buyer").

INTRODUCTION

- (A) The Seller and Buyer have, with others, entered into an agreement dated on or about 21 February 2008 (the "Sale Agreement") under which the Seller has agreed to assign to the Buyer the assets of the Business (as defined therein), including the Owned Intellectual Property Rights (as defined therein).

THE PARTIES AGREE as follows:

1. **DEFINITIONS**

- 1.1 Capitalised words and phrases not expressly defined in this Deed of Assignment shall bear the meanings ascribed to them in the Sale Agreement.
- 1.2 In this Deed of Assignment:

"Registered Owned Intellectual Property Rights" means all Owned Intellectual Property Rights which are registered or are the subject of applications for registration including, without limitation, those rights listed in Schedule 1 to this Deed; and

"Unregistered Owned Intellectual Property Rights" means all Owned Intellectual Property Rights, the subsistence of which does not depend upon an application for registration having been made including, without limitation, those rights identified in Schedule 2 to this Deed.

2. **ASSIGNMENT**

- 2.1 Pursuant to the Sale Agreement the Seller hereby assigns to the Buyer absolutely with full title guarantee and free of any Encumbrance (subject to the Nymex Licence) with effect from the Effective Time:
 - 2.1.1 all (if any) of its rights, title and interest in and to the Registered Owned Intellectual Property Rights;
 - 2.1.2 all (if any) of its rights, title and interest in and to the Unregistered Owned Intellectual Property Rights; and
 - 2.1.3 the Goodwill,

in each case, including all statutory and common law rights, powers, liberties and immunities attaching thereto, for the full term during which such rights and any renewals and extensions of those rights subsist and including the right to sue for and to recover damages and other remedies in respect of any infringement of such rights which may have occurred before the date of this Deed.

3. FURTHER ASSURANCE

- 3.1 The Seller shall on request by the Buyer and at the Buyer's expense do and execute or arrange for the doing and executing of, each necessary act, instrument, document and thing to implement this Deed including recording this Deed on the appropriate intellectual property registers.

4. ASSISTANCE WITH APPLICATIONS

- 4.1 The Seller shall on request by the Buyer and at the Buyer's expense give such assistance as the Buyer may request to complete the registration of any Registered Owned Intellectual Property Rights.

5. ASSISTANCE WITH PROCEEDINGS

- 5.1 The Seller shall give all reasonable assistance to the Buyer (including participation in and/or execution of a confirmatory assignment) subject to the payment by the Buyer of all the Seller's reasonable costs incurred in the provision of such assistance in relation to proceedings in which:

5.1.1 the Buyer is required to prove the existence of, or its title to, any Registered or Unregistered Owned Intellectual Property Rights; or

5.1.2 a claim is made seeking to invalidate or revoke a Registered Owned Intellectual Property Right or opposing the grant of a registration pursuant to a pending application.

6. COUNTERPARTS

- 6.1 This Deed may be executed in any number of counterparts each of which shall be deemed an original but all the counterparts shall together constitute one and the same instrument.

7. GOVERNING LAW AND JURISDICTION

- 7.1 This Deed is governed by English law.
- 7.2 The parties agree to submit to the exclusive jurisdiction of the English courts.

SCHEDULE 1

REGISTERED OWNED INTELLECTUAL PROPERTY RIGHTS

Part A - Patents

- US provisional application no. 60/812023
- US provisional application no. 60/892,140
- US provisional application no. 60/892,334
- PCT published patent no. WO/2007/141041 titled "Computer-Implemented Futures Based Exchange Systems and Methods"

Part B - Registered Trade Marks

Trade Mark	Application/Registration No.	Territory
RE-EX	2,429,529	UK
RE-EX	2,423,484	UK
RE-EX	5,254,271	EU
RE-EX	78950057	US
RE-EX	78950037	US

SCHEDULE 2
UNREGISTERED OWNED INTELLECTUAL PROPERTY RIGHTS

Part A - Copyrights

- Copyright in the web pages located at the Effective Date at www.re-ex.com.
- Copyright in the CAT risk futures and options contracts first listed for trade on 5 March 2007 and 6 March 2007 respectively.

Part B - Trade Marks

- RE-EX

EXECUTED by the parties as a deed

Executed as a deed by)
ARTHUR J. GALLAGHER (UK) LIMITED)

Michael Kevin Smith Signature of director
Michael Kevin Smith Name of director

Alissa Pfitzner Signature of director/secretary
Alissa Pfitzner Name of director/secretary

Executed as a deed by)
AON CAPITAL MARKETS LIMITED)

_____ Signature of director
_____ Name of director

_____ Signature of director/secretary
_____ Name of director/secretary

EXECUTED by the parties as a deed

Executed as a deed by)
ARTHUR J. GALLAGHER (UK) LIMITED)

_____ Signature of director

_____ Name of director

_____ Signature of director/secretary

_____ Name of director/secretary

Executed as a deed by)
AON CAPITAL MARKETS LIMITED)

Alan Punter Signature of director

ALAN PUNTER Name of director

Alastair Rodrik Signature of director/secretary

ALASTAIR RODRIK Name of director/secretary