TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM308726

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NYSE Group, Inc.		05/30/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NYSE Technologies, Inc.		
Street Address:	11 Wall Street		
City:	New York		
State/Country: NEW YORK			
Postal Code: 10005			
Entity Type: CORPORATION: DELAWARE			

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4135605	DART
Registration Number:	4113725	DART
Registration Number:	4265052	SUPERFEED

CORRESPONDENCE DATA

Fax Number: 2124843990

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212 484 3900

marylee.jenkins@arentfox.com, tanya.branch@arentfox.com, Email:

NYIPDocket@arentfox.com

Correspondent Name: Marylee Jenkins Address Line 1: Arent Fox LLP Address Line 2: 1675 Broadway

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	033012.02017
NAME OF SUBMITTER:	Marylee Jenkins
SIGNATURE:	/Marylee Jenkins/
DATE SIGNED:	06/25/2014

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "<u>Assignment</u>"), dated as of May 30, 2014, is made between NYSE Group, Inc., a Delaware corporation ("<u>Assignor</u>"), and NYSE Technologies, Inc., a Delaware corporation ("<u>Assignee</u>") (each a "<u>party</u>," and collectively, the "<u>parties</u>").

WHEREAS, Assignor is the owner of each of the trademarks and service marks, trademark and service mark registrations, and trademark and service mark applications (including any and all goodwill symbolized by any of the foregoing) set forth on Schedule A hereto (collectively, the "Trademarks"); and

WHEREAS, Assignee wishes to acquire the Trademarks from Assignor, and Assignor wishes to assign the Trademarks to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. <u>Assignment</u>. Effective as of the date hereof, Assignor does hereby assign and transfer to Assignee, and Assignee does hereby acquire and accept from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.
- 2. <u>Further Assurances</u>. (a) Assignor shall (i) execute and deliver at the request of Assignee, all papers, instruments and assignments, and perform any other reasonable acts Assignee may require in order to (A) remedy any infirmities in the record chain of title of any of the Trademarks and/or (B) vest all Assignor's rights, title, and interest in and to the Trademarks in Assignee, and (ii) provide evidence to support any of the foregoing to the extent reasonably necessary.
- (b) If Assignee is unable for any reason to secure Assignor's signature to any document Assignee is entitled to under Section 2 hereof, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor. Assignor shall not enter into any agreement in conflict with this Assignment.
- 3. <u>Due Authorization</u>. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States and any other official of any applicable governmental authority to record this Assignment and issue any and all registrations from any and all applications for registration included in the Trademarks to and in the name of Assignee.

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- 4. <u>Governing Law</u>. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York applicable to contracts executed in and to be performed in that State, without regard to the conflicts of law principles of such State.
- 5. <u>Counterparts</u>. This Assignment may be executed and delivered (including by facsimile transmission or pdf. copy) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

NYSE	GROUP,	INC.		
By:		Acomorgan	7	
Name:	- 1/4	altri	U 1221	am
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				•
NYSE	TECHNO	DLOGIE	S, INC.	
Ву:				
Name:				
Title:				

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

NYSE	GROUP,	INC.

Ву	re c	
	me:	
Titl	le:	

NYSE TECHNOLOGIES, INC.

Name: Ben Chrantich

Title: CFO

SCHEDULE A

TRADEMARKS

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner	Status
DART	Community Trademarks	10625051	10625051	NYSE Group,	Registered
		07/20/2012	02/08/2012	Inc.	
Design	Community Trademarks	7363881	7363881	NYSE Group,	Registered
		11/10/2009	11/03/2008	Inc.	
SUPERFEED	Community Trademarks	9924077	9924077	NYSE Group,	Registered
		04/18/2012	04/27/2011	Inc.	
WOMBAT	Community Trademarks	7363757	7363757	NYSE Group,	Registered
		08/20/2009	11/03/2008	Inc.	
DART	United States of	4135605	85460803	NYSE Group,	Registered
	America	05/01/2012	10/31/2011	Inc.	
DART	United States of	4113725	85076272	NYSE Group,	Registered
	America	03/20/2012	07/01/2010	Inc.	
SUPERFEED	United States of	4265052	85183808	NYSE Group,	Registered
	America	12/25/2012	11/23/2010	Inc.	

Schedule A to Assignment of Trademarks

RECORDED: 06/25/2014

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