

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CodeStreet, LLC		03/01/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Tradeweb Markets LLC		
Street Address:	1177 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10038-4982		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3439037	TEAMWORK	
Registration Number:	4502271	MATCHPAD	
Registration Number:	3400273	REPLAYSERVICE	
Registration Number:	3475857	CODESTREET	
Registration Number:	3389606	MARKET DATA WORKS	
Registration Number:	3396655	MARKET DATA WAREHOUSE	
Registration Number:	3396654	MARKET DATA STUDIO	
Registration Number:	3396656	MARKET DATA METRICS	
CORRESPONDENCE DATA			
Fax Number:	2128066006		
<i>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.</i>			
Phone:	212-806-5400		
Email:	tm@stroock.com		
Correspondent Name:	Jeffrey M. Mann		
Address Line 1:	180 Maiden Lane, 38th Floor		
Address Line 4:	New York, NEW YORK 10038-4982		
NAME OF SUBMITTER:	Jeffrey M. Mann		
SIGNATURE:	/jeffrey m. mann/		

CH \$215.00 3439037

DATE SIGNED:	07/07/2016
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Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("Assignment"), effective as of March 1, 2016, is entered into by and between CodeStreet, LLC, a Delaware limited liability company ("Assignor"), and Tradeweb Markets LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Assignor is the owner of those certain patents and patent applications identified on Schedule A attached hereto ("Assigned Patents"); those certain trademark registrations and applications identified on Schedule B attached hereto ("Assigned Trademarks"); those certain internet domain name registrations identified on Schedule C attached hereto ("Assigned Domain Names"); and trade secrets, unregistered trademarks, and other Business Intellectual Property Rights (as defined in the Purchase Agreement (as defined below));

WHEREAS, pursuant to that certain Asset Purchase and Sale Agreement, dated as of March 1, 2016 (the "Purchase Agreement"), between Assignor, Buyer and Tradeweb Europe Limited (solely for purposes of Section 5.2(d) thereof), Assignor has agreed to sell to Buyer, and Buyer has agreed to purchase from Assignor, certain assets (the "Acquisition"); and

WHEREAS, in connection with the Acquisition, Assignor has agreed to assign to Buyer, and Buyer has agreed to acquire from Assignor, all of Assignor's right, title, and interest in and to the Business Intellectual Property Rights, including the Assigned Patents, the Assigned Trademarks, the Assigned Domain Names, and the Unregistered IP Rights (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Buyer hereby agree as follows:

1. Definitions. Terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

2. Conveyance and Acceptance of Assigned Patents. Assignor hereby sells, transfers and assigns to Buyer, and Buyer hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Patents, any and all patents or patent applications that claim priority to such Assigned Patents, including continuations, divisions, continuations-in-part, reissues and reexaminations thereof, all rights of action pertaining to such Assigned Patents, including without limitation the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of such Assigned Patents and of this Assignment, the right to initiate other proceedings before all Governmental Authorities with respect to such Assigned Patents, and the right to claim priority, file foreign counterparts, and make applications for reissue and reexamination with respect to any of such Assigned Patents.

3. Conveyance and Acceptance of Assigned Trademarks. Assignor hereby sells, transfers and assigns to Buyer, and Buyer hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Trademarks, the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Trademarks and of

this Assignment, and the right to initiate other proceedings before all Governmental Authorities with respect to such Assigned Trademarks.

4. Conveyance and Acceptance of Assigned Domain Names. Assignor hereby sells, transfers and assigns to Buyer, and Buyer hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Domain Names, the goodwill of the business connected with the use of and symbolized by the Assigned Domain Names, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Domain Names and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities with respect to such Assigned Domain Names.

5. Conveyance and Acceptance of Assigned Unregistered IP Rights. Assignor hereby sells, transfers and assigns to Buyer, and Buyer hereby accepts, all of Assignor's right, title, and interest in and to any unregistered Business Intellectual Property Rights, including without limitation, unregistered trademarks, unregistered copyrights, and trade secrets that constitute Business Intellectual Property Rights (collectively, "Unregistered IP Rights"), and the right to pursue registrations and applications for registration thereof, the right to sue and recover for any past, present, or future infringement or misappropriation thereof, the right to secure registration of this Assignment, and the right to initiate other proceedings before all Governmental Authorities with respect to such Unregistered IP Rights.

6. Recordation.

a. Authorization. Assignor hereby authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks, and any other sovereign official holding a corresponding position of authority in any other state or country, record this Assignment. Assignor will, at Buyer's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Buyer may reasonably request to record and perfect Buyer's interest in and to its Assigned Patents and Assigned Trademarks.

b. Domain Names. Assignor hereby acknowledges and agrees that each internet domain name registrar (the "Registering Authority") of the Assigned Domain Names is authorized to transfer and record in the name of Buyer ownership of and administrative contact for all of the Assigned Domain Names transferred to it hereunder. Assignor will, at Buyer's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Buyer may reasonably request to record and perfect Buyer's interest in and to the Assigned Domain Names. Without limiting the foregoing, at Buyer's request and expense Assignor will cooperate with Buyer to (i) complete any registrant name change agreement or other form required by any applicable Registering Authority to effect or record the assignment contemplated by this Assignment; (ii) submit those registrant name change agreements or other forms to the Registering Authority in accordance with the Registering Authority's policies and rules; and (iii) take any further actions required by the Registering Authority's policies and rules to transfer the Domain Names to Buyer.

7. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity, and performance.

8. Counterparts. This Assignment may be executed by facsimile signatures and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

9. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, transfer, and assignment effectuated hereby is subject in all respects to the terms and conditions of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Assignor or Buyer, as set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

ASSIGNOR:

CODESTREET, LLC


By: *Eldon Klaassen*

Name: Eldon Klaassen

Title: Chairman of the Board

BUYER:

TRADEWEB MARKETS LLC

By: 
Name: Doug Friedman
Title: General Counsel

[Signature Page to Assignment of Intellectual Property]

TRADEMARK
REEL: 005831 FRAME: 0375

SCHEDULE B
to
ASSIGNMENT OF INTELLECTUAL PROPERTY

<u>Trademark</u>	<u>Filing Date</u>	<u>Registration No.</u>
TEAMWORK	02/28/2007	3439037
MATCHPAD	05/08/2012	4502217
REPLAYSERVICE	02/28/2007	3400273
CODESTREET	02/14/2007	3475857
MARKET DATA WORKS	02/28/2007	3389606
MARKET DATA WAREHOUSE	02/28/2007	3396655
MARKET DATA STUDIO	02/28/2007	3396654
MARKET DATA METRICS	02/28/2007	3396656