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(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Continental Power Exchange, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 05/11/2000

2. Name and address of receiving party(ies)

Name: MHC Investment Company

Internal Address: _____

Street Address: 370 West Anchor Drive

City: Dakota Dunes State: SD Zip: 57049

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/369,517

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David W. Carstens

Internal Address: Carstens, Yee & Cahoon, L.L.P.

Street Address: Post Office Box 802334

City: Dallas State: TX Zip: 75380

6. Total number of applications and patents involved: ☐

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

50-0392

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David W. Carstens

Name of Person Signing

Signature

07/27/01

Date

Total number of pages including cover sheet, attachments, and documents: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

08/02/2001 MAILED 00000158 09369517

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40.00 DP

PATENT
REEL: 012024 FRAME: 0331

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Agreement") is made and entered into as of this 11th day of May, 2000 between Continental Power Exchange, Inc., a Delaware corporation having its principal office at 2100 RiverEdge Parkway, Fourth Floor, Atlanta, Georgia 30328 ("Assignor"), and MHC Investment Company, a South Dakota corporation having its principal office at 370 West Anchor Drive, Dakota Dunes, South Dakota 57049 ("Assignee").

WHEREAS, Assignor and Assignee will each have a membership interest in IntercontinentalExchange, LLC, a limited liability company formed under the laws of the State of Delaware;

WHEREAS, Assignor owns certain inventions relating to an electronic trading platform as described and claimed in patent applications which are more particularly identified on Schedule 1 attached hereto and made a part hereof (the "Inventions");

WHEREAS, Assignor desires to assign the Inventions to Assignee and Assignee desires to accept the assignment of such Inventions from Assignor, subject to and in accordance with the terms and conditions of this Agreement; and

WHEREAS, Assignor agrees as follows in consideration for Assignee's affiliate InterCoast Energy Company executing that certain Termination Agreement between and among InterCoast Energy Company, Assignor and Jeffrey C. Sprecher.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants made herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1.0 Assignment.

1.1 Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Inventions, including the patent applications identified in Schedule 1, and any and all divisions, reissues, continuations, or extensions thereof.

1.2 Assignor will, within thirty (30) days after execution of this Agreement, deliver to Assignee all documents and information reasonably necessary to complete the prosecution of the Inventions in the U.S. Patent and Trademark Office and will provide all reasonable assistance necessary for the same.

2.0 Assumption of Liabilities.

2.1 Assignee hereby accepts the assignment described in Paragraph 1.1 and, upon receipt of the information referred to in Paragraph 1.2, accepts responsibility for all costs, liabilities and obligations in connection with the prosecution of the Inventions in the U.S. Patent and Trademark Office commencing on or after the date hereof.

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PATENT

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2.2 Assignee assumes all responsibility for recording this assignment in the United States Patent and Trademark Office or elsewhere.

3.0 Representations, Warranties and Covenants.

3.1 Assignor represents, warrants and covenants that:

(a) Assignor owns all right, title and interest in the Inventions.

(b) Assignor and each of its affiliates and subsidiaries, and to the best of Assignor's knowledge its predecessors in interest, has acted in good faith and without fraud before the U.S. Patent and Trademark Office with respect to the Inventions; Assignor and each of its affiliates and subsidiaries, and to the best of Assignor's knowledge its predecessors in interest, has not entered into any agreement or arrangement with any third party that may have an impact on the Inventions or Assignee's rights hereunder.

(c) (1) All registrations with and applications to governmental or regulatory authorities in respect of the Inventions are valid and in full force and effect, (2) there are no material restrictions on the direct or indirect transfer or assignment of the Inventions, or any interest therein, held by Assignor in respect of the Inventions, and (3) Assignor is not in default (or with the giving of notice or lapse of time or both, will not be in default) in any material respect under any contract or agreement pursuant to which Assignor has been granted all right, title and interest in the Inventions.

(d) Assignor has the full legal right and power and all authority and approval required to enter into, execute and deliver this Agreement and to perform fully its obligations hereunder. This Agreement has been duly executed and delivered by Assignor and constitutes the valid and binding obligation of Assignor enforceable against Assignor in accordance with its terms, subject to the qualifications that enforcement of the rights and remedies created hereby is subject to (1) bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors and (2) general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

(e) Neither the execution and delivery of this Agreement by Assignor nor the performance by Assignor of the transactions contemplated hereby will (1) violate or conflict with any of the provisions of any other agreement to which Assignor is a party nor will Assignor execute any such conflicting agreement in the future; (2) violate or conflict with any provisions of the certificate of incorporation or by-laws of Assignor; (3) violate or conflict with any provisions of any law or order applicable to Assignor; or (4) require any consent or approval by or filing or notice with any governmental or regulatory body except for (A) filings under federal or state securities or "blue sky" laws (which have been or will be made) and (B) such as would not have a material adverse effect on Assignor.

(f) None of the representations, warranties or covenants contained in this Agreement, nor in any Schedule or Exhibit hereto made by Assignor, contains any untrue statement of material fact or omits a material fact necessary to make the statements contained herein or therein not misleading.

3.2 Assignee represents, warrants and covenants that:

(a) Assignee will exploit the Inventions only for licensing purposes as set forth in the Intellectual Property License Agreement referred to in Paragraph 4.1 herein unless otherwise expressly agreed to by IntercontinentalExchange, LLC.

4.0 License Agreement

4.1 Concurrently herewith, Assignee will enter into that certain Intellectual Property License Agreement with IntercontinentalExchange, LLC, which corresponding patent licenses provided for therein shall be effective upon the issuance of any patent based on the Inventions. Assignee will promptly notify IntercontinentalExchange, LLC of the allowance of any claims and the issuance of any patents relating to the Inventions.

5.0 Obligations of Confidentiality

5.1 Assignor and Assignee each agree to take all reasonable steps to prevent disclosure of (1) any and all files, documents and other information, not otherwise known or publicly available, related to the status and contents of the Inventions to any third party, excluding the U.S. Patent and Trademark Office and any attorney of record in the prosecution of the Inventions, and (2) such other documents and information the disclosure of which may lessen the value of the Inventions or be detrimental to the joint economic interests of the parties and IntercontinentalExchange, LLC.

6.0 Miscellaneous.

6.1 This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

6.2 This Agreement shall be governed by and construed in accordance with the laws of the State of New York (excluding conflicts of law rules) and of the United States.

6.3 This Agreement merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein.

6.4 Assignor and Assignee acknowledge and agree that IntercontinentalExchange, LLC will be a third party beneficiary to this Agreement with a right to enforce Assignee's and Assignor's obligations hereunder. Assignee acknowledges that such rights are necessary to ensure that the rights under the License Agreement are meaningful.

6.5 Should any provision in this Agreement be held to adversely affect the assignment provided in Paragraph 1.1, then this Agreement shall be construed to preserve such assignment and such other provision shall be disregarded.

6.6 All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be given personally, telegraphed, telexed, sent by facsimile transmission or sent by prepaid air courier or certified, registered or express mail, postage prepaid. Any such notice shall be deemed to have been given (a) when received, if delivered in person, telegraphed, telexed, sent by facsimile transmission and confirmed in writing within three (3) business days thereafter or sent by prepaid air courier or (b) three (3) business days following the mailing thereof, if mailed by certified first class mail, postage prepaid, return receipt requested, in any such case as follows (or to such other address or addresses as a party may have advised the other). For the purpose of all written communications and notices between the parties, their addresses shall be:

ASSIGNOR: Continental Power Exchange, Inc.
c/o Jeffrey C. Sprecher
IntercontinentalExchange, LLC
2100 RiverEdge Parkway
Fourth Floor
Atlanta, Georgia 30328
Fax: (770) 951-5481

ASSIGNEE: MHC Investment Company
370 West Anchor Drive
Dakota Dunes, South Dakota 57049
Attention: President
Fax: (605) 232-5925

with copies of all notices to:

MHC Investment Company
666 Grand Avenue, 8th Floor
Des Moines, Iowa 50303-0657
Attention: Assistant General Counsel
Fax: (515) 242-4398

INTERCONTINENTALEXCHANGE, LLC:
2100 RiverEdge Parkway
Fourth Floor
Atlanta, Georgia 30328
Fax: (770) 951-5481
Attn: Members of the Board of Managers

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal
the day and year first above written.

Continental Power Exchange, Inc.

By: 

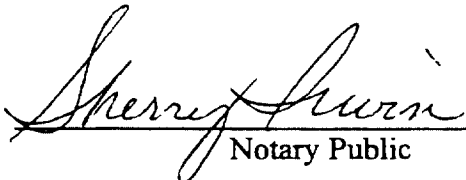
Name: Jeffrey C. Sprecher

Title: President

STATE OF GEORGIA)
) ss
COUNTY OF FULTON)

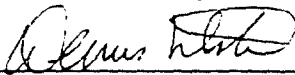
On this 11th day of May, 2000, before me personally came Jeffrey C. Sprecher to me
known, who, being duly sworn, did depose and say that he resides in Beverly Hills,
California, that he is President of Continental Power Exchange, Inc., the corporation
described in and that executed the above Agreement, the he knows the seal of said
corporation, and that he signed his name thereto by like authority.

(SEAL)


Notary Public

Notary Public, Cherokee County, Georgia
My Commission Expires February 13, 2004

MHC Investment Company

By: 

Name: Dennis Melstad

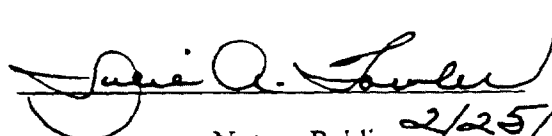
Title: President

STATE OF SOUTH DAKOTA)

) as

COUNTY OF UNION)

On this 11th day of May, 2000, before me personally came Dennis Melstad to me known, who, being duly sworn, did depose and say that he resides in Union County, that he is President of MHC Investment Company, the corporation described in and that executed the above Agreement, and that he signed his name thereto by like authority.


Notary Public 2/25/06