

Form PTO-1595 6/93

U.S. Department of Commerce, U.S. Patent and Trademark Office

RECORDATION FORM COVER SHEET
PATENTS ONLY

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

1. Name of conveying party(ies):

- 1) Jason MacQueen
- 2) Terry Norman
- 3) Gary Gastineau

Additional name(s) of conveying party(ies) attached? yes no

2. Name and address of receiving party(ies):

Name: **The American Stock Exchange, LLC**
 Street Address: **86 Trinity Place**
 City: **New York** State: **New York** Zip Code: **10006-1872**
 Country: **USA**

Additional name(s) & address(es) attached? yes no

3. Nature of Conveyance:

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

Execution Date(s): **08/18/2004; 09/10/2004 and 08/27/2004**

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. Parent Application No(s). **10/174,505, filed June 17, 2002**

B. Patent No(s).

Additional numbers attached? yes no

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

Name: **HOWREY SIMON ARNOLD & WHITE, LLP**

Internal Address:

Street Address: **2941 Fairview Park Drive, Box 7**

City: **Falls Church** State: **VA** Zip Code: **22042**

6. Total number of applications and patents involved

1

7. Total fee (37 C.F.R. § 3.41).....\$ 40.00

Enclosed

Authorized to be charged to Deposit Account

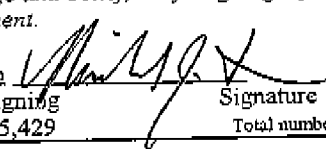
8. Deposit Account Number: **08-3038**

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.

Michael J. Stinson
 Name of Person Signing
 Registration No. **45,429**



Signature

9/30/04
 Date

Total number of pages including cover sheet, attachments and document 7

OMB NO. 0651-0011 (exp.4/94)

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

CH \$40.00 083038 10174505

PATENT

Application No. 10/174,505
Atty. Docket No. 00322.0009.NPUS00**ASSIGNMENT**

This ASSIGNMENT (and/or confirmation of previous ASSIGNMENT) is made and entered into by and among Clifford WEBER, Carol ALEXANDER, Charles BAKER, Jason MACQUEEN, Gary GASTINEAU, and Terry NORMAN (the "Assignors") and The American Stock Exchange, LLC, a corporation organized under the laws of the State of Delaware, located and doing business at 86 Trinity Place, New York, New York 10006-1872 (the "Assignee").

WHEREAS the Assignors desire to assign to Assignee their entire right, title and interest in and to the Invention (as defined below), and Assignee desires to accept such right, title, and interest.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and of other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties agree as follows:

1. **Invention Defined.** As used in this Assignment "Invention" shall mean the patent application serial number 10/174,505 entitled **Hedging Exchange Traded Mutual Funds or Other Portfolio Basket Products**, filed on June 17, 2002, all inventions described or claimed therein, and any continuation, continuation-in-part, divisional, renewal, extension, substitute, reexamination, reissue thereof, all treaty and convention rights and all rights of priority arising from the aforesaid applications, all United States, international and foreign patent applications claiming priority therefrom, all United States, international and foreign patents, utility models, invention registrations or any other form of legal protection issuing thereon, and all rights to sue for past, present, or future infringement.

2. **Assignment.** The Assignors hereby sell, assign and transfer (or confirm previous assignment) to Assignee their entire right, title, and interest in and to the Invention.

3. **Further Assurances.** The Assignors hereby covenant that such Assignors shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to perfect the interest of Assignee in and to the Invention, and do all lawful acts requisite for enforcing rights thereunder, and shall not enter into any agreement in conflict with this Assignment. The Assignors hereby covenant to communicate to Assignee any facts known concerning the Invention.

4. **Acknowledgement.** The Assignors acknowledge that Assignee shall have the right to make application for and to receive Letters Patent for the Invention in any country throughout the world, and to receive Letters Patent in its name covering the Invention.

5. **Representations and Warranties.** The Assignors represent and warrant that they (i) have full power and authority to enter into this Assignment, (ii) this Assignment has been duly authorized, executed and delivered by each such Assignor and constitutes the legal, valid and binding obligation of each such Assignor, enforceable against him or her in accordance with its terms hereof, (iii) have not previously assigned any right or interest in the Invention to any third party, (iv) are under no obligation to assign any right or interest in the Invention to any

Application No. 10/174,505
Atty. Docket No. 00322.0009.NPUS00

third party, and (v) entry into this Assignment does not breach any agreement between any Assignor and any third party.

6. Successors. This Assignment shall be binding upon and inure to the benefit of the parties thereto and to their respective successors and assigns.

7. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

8. Choice of law. This Assignment shall be governed by, and construed in accordance with, the internal law of the State of New York, without reference to its choice of law principles.

IN WITNESS WHEREOF, the Assignors have caused this Assignment to be executed as of the date written below.

Date: _____ Signature of Inventor: _____
Clifford Weber

Date: _____ Signature of Inventor: _____
Carol Alexander

Date: _____ Signature of Inventor: _____
Charles Baker

Date: 18/8/04 Signature of Inventor: Jason MacQueen
Jason MacQueen

Date: _____ Signature of Inventor: _____
Gary Gastineau

Date: _____ Signature of Inventor: _____
Terry Norman

PATENT

Application No. 10/174,505
Atty. Docket No. 00322.0009.NPUS00ASSIGNMENT

This ASSIGNMENT (and/or confirmation of previous ASSIGNMENT) is made and entered into by and among Clifford WEBER, Carol ALEXANDER, Charles BAKER, Jason MACQUEEN, Gary GASTINEAU, and Terry NORMAN (the "Assignors") and The American Stock Exchange, LLC, a corporation organized under the laws of the State of Delaware, located and doing business at 86 Trinity Place, New York, New York 10006-1872 (the "Assignee").

WHEREAS the Assignors desire to assign to Assignee their entire right, title and interest in and to the Invention (as defined below), and Assignee desires to accept such right, title, and interest.

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Application No. 10/174,505
Atty. Docket No. 00322.0009.NPUS00

third party, and (v) entry into this Assignment does not breach any agreement between any Assignor and any third party.

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8. Choice of law. This Assignment shall be governed by, and construed in accordance with, the internal law of the State of New York, without reference to its choice of law principles.

IN WITNESS WHEREOF, the Assignors have caused this Assignment to be executed as of the date written below.

Date: _____	Signature of Inventor: _____ Clifford Weber
Date: _____	Signature of Inventor: _____ Carol Alexander
Date: _____	Signature of Inventor: _____ Charles Baker
Date: _____	Signature of Inventor: _____ Jason MacQueen
Date: _____	Signature of Inventor: _____ Gary Gastineau
Date: <u>10 Sept 2004</u>	Signature of Inventor: _____ Terry Norman

PATENT

Application No. 10/174,505
Atty. Docket No. 00322.0009.NPUS00ASSIGNMENT

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IN WITNESS WHEREOF, the Assignors have caused this Assignment to be executed as of the date written below.

Date: _____ Signature of Inventor: _____
Clifford Weber

Date: _____ Signature of Inventor: _____
Carol Alexander

Date: _____ Signature of Inventor: _____
Charles Baker

Date: _____ Signature of Inventor: _____
Jason MacQueen

Date: 8/27/2004 Signature of Inventor: Gary F. Gastineau
Gary Gastineau

Date: _____ Signature of Inventor: _____
Terry Norman