

Form PTO-1595 (Rev. 09/04)  
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Neill Penney  
John E.T. Brann

Execution Date(s) February 2, 2005 and February 11, 2005

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

**3. Nature of conveyance:**

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

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

Name: FX Alliance, LLC

Internal Address: \_\_\_\_\_

Street Address: 900 Third Avenue, Third Floor

City: New York

State: New York

Country: USA Zip: 10022

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

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

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

10/996,612  
10/996,603

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Grady L. White

Internal Address: \_\_\_\_\_

Street Address: 7272 Wisconsin Avenue

Suite 300

City: Bethesda

State: Maryland

Zip: 20814

Phone Number: (301) 941-1902

Fax Number: (301) 770-5934

Email Address: grady@patentrep.com

**6. Total number of applications and patents involved:**

2

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00**

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-2839

Authorized User Name Grady L. White

**9. Signature:**



Signature

March 1, 2005

Date

Grady L. White

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

700158054

PATENT  
REEL: 015809 FRAME: 0099

CH \$80.00 502839 10996612

## ASSIGNMENT OF NON-PROVISIONAL UTILITY PATENTS BY INVENTORS

**THIS ASSIGNMENT** is made by Neill Penney, residing at 28 Chadwick Place, Surrey, England, KT6 5RE, UNITED KINGDOM, and John E.T. Brann, residing at 7 Arden Drive, Hartsdale, NY 10530 (hereinafter referred to as Assignors);

**WHEREAS**, Assignors have invented certain new and useful improvements in methods and apparatuses for managing and executing trades in online asset trading systems, as set forth in two Patent applications for Letters Patent of the United States, entitled "LATENCY-AWARE ASSET TRADING SYSTEM" and "PROTOCOL-INDEPENDENT ASSET TRADING SYSTEM AND METHODS," which were both filed on November 26, 2004, as U.S. application Nos. 10/996,612 and 10/996,603, respectively; and

**WHEREAS**, FX Alliance, LLC, a Corporation having its principal place of business at 900 Third Avenue, Third Floor, New York, New York 10022 (hereinafter referred to as Assignee), wishes to acquire from Assignors, and Assignors wish to convey to Assignee, the entire right, title and interest in and to said inventions and said Applications for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and applications for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said applications, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the

same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

**AND**, for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and applications for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND**, for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said applications for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any applications for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignors hereby request the Director of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

## LAW OFFICES OF GRADY L. WHITE, LLC

Grady L. White

Reg. No.40,874

AND Assignors acknowledge an obligation of assignment of this invention to  
Assignee at the time the invention was made.

Neill Penney

Neill Penney

Date: 11<sup>th</sup> February 2005

Country or Territory of \_\_\_\_\_ )  
State of \_\_\_\_\_ ) ss.:  
County of \_\_\_\_\_ )

**KINGDOM OF ENGLAND** }  
**CITY OF LONDON** } ss

On this 11<sup>th</sup> day of February, 2005, before me  
personally came Neill Penney, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

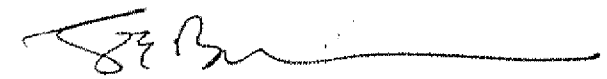
N. Thompson

Notary Public

Notary Public London England (Nicholas A. Thompson)

**My Commission Expires at Death**

Saville & Co.  
Notaries Public  
Princes House  
95 Gresham Street  
London EC2V 7NA  
Telephone: +44 (0)20 7920 0000  
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John E. T. Brann

Date:

Feb 2 2005

Country or Territory of \_\_\_\_\_ )

State of New York ) ss.:County of New York )

On this 2nd day of February, 2005, before me personally came John E. T. Brann, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

JENNIFER MARTINGANO  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01MA810654

Notary Public

QUALIFIED IN NEW YORK  
COMMISSION EXPIRES: 02/23/2008

