

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

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)
James R. Foster
Neill Penney
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: FX Alliance, LLC
Internal Address: _____

3. Nature of conveyance/Execution Date(s):
Execution Date(s) September 23, 2005
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

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):
A. Patent Application No.(s)
11/316,318
11/316,385
Additional numbers attached? Yes No

This document is being filed together with a new application.
B. Patent No.(s)

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: 1
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
Name of Person Signing Grady L. White

February 13, 2006
Date
Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT

REEL: 017284 FRAME: 0353

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**ASSIGNMENT BY INVENTORS OF RIGHTS TO
UTILITY PATENTS AND PATENT APPLICATIONS**

THIS ASSIGNMENT OF RIGHTS is made by Neill Penney, residing at 28 Chadwick Place, Surrey, England, KT6 5RE, UNITED KINGDOM, and James R. Foster, residing at Flat 23, 2 Lansdowne Drive, London, England, E8 3EZ, UNITED KINGDOM (hereinafter referred to as Assignors);

WHEREAS, Assignors have invented certain new and useful improvements in computer-implemented methods and apparatuses for managing and executing trades in an online asset trading system, as set forth and described in two provisional patent applications, entitled "QUICK ORDER MANAGEMENT SYSTEM AND USER INTERFACE" and "MONEY MARKET TRADING SYSTEM AND USER INTERFACE" which were both filed in the United States on December 23, 2004, as U.S. provisional patent application Nos. 60/638,115 and 60/638,116, respectively, and in the following non-provisional patent application(s):

Serial No. 11/316,318 Filed on December 23, 2005 *(JPW)*

Serial No. 11/316,385 Filed on December 23, 2005 *(JPW)*

Serial No. _____ Filed on _____;

Serial No. _____ Filed on _____;

and

WHEREAS, FX Alliance, LLC, a Corporation having its principal place of business at 900 Third Avenue, Third Floor, New York, New York 10022, UNITED STATES (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 patent applications, and in and to any Letters Patent of the United States or any foreign countries 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-referenced inventions and patent applications, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said patent 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 patent applications for Letters Patent above-referenced, 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 **PATENT** filed 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 authorize FX Alliance, LLC's patent attorney, Grady L. White, or any attorney with Power of Attorney in the above-referenced patent applications, the power to insert on this Assignment of Rights any further identification of said patent applications, including the Serial Numbers and Filing Dates when known, where such identification 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.

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

Neill Penney
Neill Penney

Date: 23rd September 2005

Country or Territory of UNITED KINGDOM OF ENGLAND
State of _____ } ss.:
County of CITY OF LONDON

On this 23rd day of September, 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.



[Signature]
Notary Public

PATENT

James R. Foster

James R. Foster

Date: 23rd September 2005

Country or Territory of KINGDOM OF ENGLAND)
State of CITY OF LONDON) SS) ss.:
County of _____)

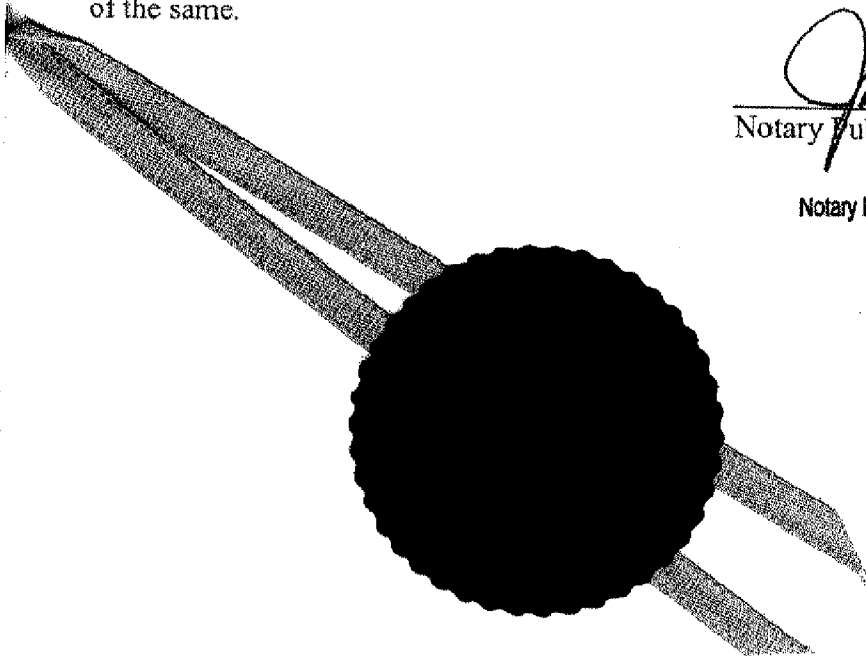
On this 23rd day of September, 2005, before me personally came James R. Foster, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Jan R. Campbell

Notary Public

Notary Public London, England (Jan R. Campbell)

My Commission expires at Death



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PATENT

REEL: 017284 FRAME: 0357

Law Offices of Grady L. White, LLC

From: Grady L. White
From Fax Number: 301.656.3955
From Voice Number: 301.941.1902

To: PTO ASSIGNMENTS

Company:

Fax Phone Number: 571-273-0140

Subject: Application Ser. Nos. 11/316,318 and 11/316,385

MESSAGE

Enclosed for Recording in the USPTO Assignmens Division:

1. Recordation Form Cover Sheet
2. Copy of Assignment executed on September 23, 2005

Date: 2/13/2006

Time: 11:17:06 AM

Pages: 1 of 6

RECORDED: 02/13/2006

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