

Form PTO-1595 (Rev. 08/05)
OMB No. 0651-0027 (exp. 6/30/2008)

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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)

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

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

2. Name and address of receiving party(ies)

Name: American Stock Exchange, LLC

Internal Address: _____

Street Address: 86 Trinity Place

City: New York

State: New York

Country: USA Zip: 10006-1872

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

3. Nature of conveyance/Execution Date(s):

1. 08/18/04 3. 09/10/04

Execution Date(s) 2. 08/27/04

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

11/974,468

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Michael J. Stimson

Internal Address: HOWREY LLP

Atty. Dkt.: 00322.0009.DVUS01

Street Address: 2941 Fairview Park Drive, Suite 200

City: Falls Church

State: VA Zip: 22042

Phone Number: (949) 759-3961

Fax Number: (703) 336-6950

Email Address: stimsonm@howrey.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- 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

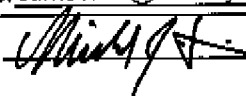
a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 08-3038

Authorized User Name Howrey LLP

9. Signature:

 Signature

January 9, 2008 Date

Michael J. Stimson, Reg. No. 45,429

Name of Person Signing

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

5

CH \$40.00 083038 11974468

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
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American LegalNet, Inc.
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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: <u>18/8/04</u>	Signature of Inventor: <u><i>J MacQueen</i></u> Jason MacQueen
Date: _____	Signature of Inventor: _____ Gary Gastineau
Date: _____	Signature of Inventor: _____ Terry Norman

Application No. 10/174,505
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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: <u>8/27/2004</u>	Signature of Inventor: <u><i>Gary Gastineau</i></u> Gary Gastineau
Date: _____	Signature of Inventor: _____ Terry Norman

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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

HOWREY_{LLP}

2020 MAIN STREET, SUITE 1000
IRVINE, CA 92614
PHONE: 949.721.6900 • FAX: 949.721.6910

FACSIMILE COVER SHEET

DATE: January 9, 2008

TO: **NAME:** Assignment Recording Services
COMPANY: United States Patent and Trademark Office
FAX NUMBER: 571-273-0140 **PHONE NUMBER:** _____
CITY: Alexandria, VA

FROM: **NAME:** Michael J. Stimson, Esq.
DIRECT DIAL NUMBER: 949.721.6900 **USER ID:** 2620

NUMBER OF PAGES, INCLUDING COVER: 6 **CHARGE NUMBER:** 00322.0009.DVUS01

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SUPPLEMENTAL MESSAGE:

RE: Application No. 11/974,468

Filed: October 12, 2007

Assignment for recordation attached.

Please confirm receipt of the attached to facsimile number 949.721.6910.

Thank you.

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