

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/24/2006

CONVEYING PARTY DATA

Name	Execution Date
Credit Trade (US) Corporation	07/24/2006

RECEIVING PARTY DATA

Name:	Creditex Group, Inc.
Street Address:	875 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	11319002
Application Number:	11192327

CORRESPONDENCE DATA

Fax Number: (202)346-4444
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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 Email: bhenry@goodwinprocter.com
 Correspondent Name: Goodwin Procter LLP
 Address Line 1: 901 New York Avenue, NW
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER:	CREDITEX GENERAL IP
NAME OF SUBMITTER:	/Stephen T. Schreiner/

Total Attachments: 18
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AGREEMENT AND PLAN OF MERGER

By and among

CREDITEX GROUP INC.,

ICE MERGER SUB, INC.,

CREDITTRADE INC.,

ICG HOLDINGS, INC., as the Stockholders' Representative

Dated as of July 24, 2006

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EXHIBITS

Exhibit A	Persons to Execute Support Agreement
Exhibit B	Support Agreement
Exhibit C	Certificate of Merger
Exhibit C-1	Form of Amended and Restated Certificate of Incorporation
Exhibit C-2	Form of Amended and Restated By-laws
Exhibit D	Stockholder Amounts
Exhibit E	Tax Amounts
Exhibit F	Form of Consent
Exhibit F-1	Indemnity Agreement
Exhibit F-2	Indemnity Amounts
Exhibit G	Company Opinion
Exhibit H	Parent Opinion
Exhibit I	Exchange Agreement
Exhibit J	Loans Tax Amounts

COMPANY DISCLOSURE SCHEDULE

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of July 24, 2006 by and among Creditex Group Inc., a Delaware corporation ("Parent"), Ice Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), CreditTrade Inc., a Delaware corporation (the "Company"), and ICG Holdings, Inc., a Delaware corporation, as stockholder representative (the "Stockholder Representative") for the purposes of Sections 7.4(a), 8, and 9.1(b).

RECITALS

A. Parent, Merger Sub and the Company intend to effect a merger of Merger Sub with and into the Company in accordance with this Agreement and the General Corporation Law of the State of Delaware (the "DGCL") with the Company to be the surviving corporation of the Merger.

B. The Board of Directors of the Company has (i) determined that the Merger is fair to, and in the best interests of, the Company and its stockholders, (ii) approved this Agreement, the Merger, and the other transactions contemplated by this Agreement and (iii) determined to recommend that the stockholders of the Company adopt and approve this Agreement and the other transactions contemplated by this Agreement, and approve the Merger.

C. The respective Boards of Directors of Parent and Merger Sub have approved this Agreement, the Merger, and the other transactions contemplated by this Agreement.

D. Concurrently with the execution of this Agreement, and as a condition and inducement to Parent's and Merger Sub's willingness to enter into this Agreement, each of the Persons listed on Exhibit A hereto is entering into a Support Agreement in the form attached hereto as Exhibit B (the "Support Agreement").

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

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2.14 *Intellectual Property.*

(a) Section 2.14 of the Company Disclosure Schedule contains a complete and accurate list of all Registered Intellectual Property of the Company or any Subsidiary as of the date of this Agreement. Except as set forth on Schedule 2.14:

(i) except for matters that would not individually or in the aggregate have or reasonably be expected to have a Company Material Adverse Effect, the Company or the applicable Subsidiary exclusively owns or possesses adequate and enforceable rights to use, without payment to a third party, all of the Intellectual Property Assets necessary for the operation of the Company's or any Subsidiary's business, free and clear of all Claims other than any Permitted Encumbrances;

(ii) all Patents, Marks and Copyrights owned by the Company or any Subsidiary which are issued by or registered with, as applicable, the United States Patent and Trademark Office, the United States Copyright Office or in any similar office or agency anywhere in the world (collectively, "Registered Intellectual Property") are currently in compliance with formal legal requirements (including as applicable, payment of filing, examination and maintenance fees, proofs of working or use, timely post-registration filing of affidavits of use and incontestability and renewal applications) and are valid and enforceable;

(iii) there are no pending or, to the Knowledge of the Company, threatened claims against the Company, any Subsidiary or any of their employees alleging that any of the Company Intellectual Property Assets or the Company's or any Subsidiary's business, infringes or conflicts with the rights of others under any Intellectual Property Assets ("Third Party Rights");

(iv) to the Knowledge of the Company, neither the Company's or any Subsidiary's business nor any Company Intellectual Property Asset infringes or conflicts with any Third Party Right;

(v) the Company has not received any communications alleging that the Company or any Subsidiary has violated or, by conducting its business, would violate any Third Party Rights or that any of the Company Intellectual Property Assets is invalid or unenforceable;

(vi) subject to any statutory rights for compensation under application law, no current or former employee or consultant of the Company or any Subsidiary owns any rights in or to any of the Company Intellectual Property Assets;

(vii) the Company is not aware of any violation or infringement by a third party of any of the Company Intellectual Property Assets;

(viii) the Company has taken reasonable security measures to protect the secrecy, confidentiality and value of all Trade Secrets used in the Company's or any Subsidiary's business (the "Company Trade Secrets"), including requiring all Company or Subsidiary employees and consultants with access to Company Trade Secrets and all other Persons with access to Company Trade Secrets, as necessary, to execute a binding

confidentiality agreement, and, to the Knowledge of the Company, there has not been a material breach of any such confidentiality agreement;

(ix) (A) neither the Company nor any Subsidiary has directly or indirectly granted any rights, licenses or interests in the source code of the Products, and (B) since the Company developed the source code of the Products, neither the Company nor any Subsidiary has provided or disclosed the source code of the Products to any Person, other than its employees and consultants;

(x) to the Company's Knowledge, the Products do not contain any "viruses", "time-bombs", "key-locks", or any similar devices that could disrupt or interfere with the operation of the Products or the integrity of the data, information or signals they produce in a manner materially adverse to the Company or any licensee or recipient; and

(xi) each of the Company and its Subsidiaries has (A) not collected any personally identifiable information from any third parties except as permitted by law, and (B) complied in all material respects with all applicable regulations relating to the collection, storage and onward transfer of all personally identifiable information collected by the Company or by third parties having authorized access to Company's databases or other records.

(xii) (A) the Products do not contain, incorporate, link or call to or otherwise use any software (including source code) licensed from another party under a license commonly referred to as an open source, free software, copyleft or community source code license (including but not limited to any library or code licensed under the GNU General Public License, GNU Lesser General Public License or any similar license arrangement), and (B) the incorporation, linking, calling or other use by the Products of any such software listed on Section 2.14(xii) of the Company Disclosure Schedule does not obligate the Company or any Subsidiary to offer or deliver the source code of any Product to any third party.

(b) For purposes of this Agreement,

(i) "Company Intellectual Property Assets" means all Intellectual Property Assets owned by the Company or any Subsidiary or used in the Company's or any Subsidiary's business. "Company Intellectual Property Assets" includes the Products, Company Patents, Company Marks, Company Copyrights and Company Trade Secrets.

(ii) "Intellectual Property Assets" means:

(A) patents, patent applications, patent rights, and inventions and discoveries and invention disclosures (whether or not patented) (collectively, "Patents");

(B) trade names, trade dress, logos, packaging design, slogans, Internet domain names, registered and unregistered trademarks and service marks and related registrations and applications for registration (collectively, "Marks");

(C) copyrights in both published and unpublished works, including all compilations, databases and computer programs, manuals and other documentation and all copyright registrations and applications, and all derivatives, translations, adaptations and combinations of the above (collectively, "Copyrights");

(D) know-how, trade secrets, confidential or proprietary information, research in progress, algorithms, data, designs, processes, formulae, drawings, schematics, blueprints, flow charts, models, strategies, prototypes, techniques, Beta testing procedures and Beta testing results (collectively, "Trade Secrets"); and

(E) goodwill, franchises, licenses, permits, consents, approvals, and claims of infringement against third parties.

(iii) "Products" means those proprietary computer programs and technology products designed, developed, manufactured, marketed, licensed, sold and distributed by the Company. A complete list of such Products is set forth in Section 2.14 of the Company Disclosure Schedule.

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IN WITNESS WHEREOF, the parties have executed this Agreement or have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

PARENT:

CREDITEX GROUP INC.

By: 

Name: Sunil Hirani

Title: Chief Executive Officer

MERGER SUB:

ICE MERGER SUB, INC.

By: _____

Name: Tim Wray

Title: Chief Financial Officer & Secretary

[Signature Page to the Agreement and Plan of Merger]

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IN WITNESS WHEREOF, the parties have executed this Agreement or have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

PARENT:

CREDITEX GROUP INC.

By: _____
Name: Sunil Hirani
Title: Chief Executive Officer

MERGER SUB:

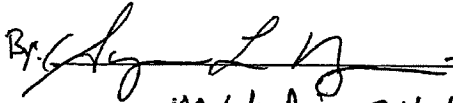
ICE MERGER SUB, INC.

By:  _____
Name: Tim Wray
Title: Chief Financial Officer & Secretary

THE STOCKHOLDERS' REPRESENTATIVE:

For purposes of Article 8 and Sections 4A.1,
7.4(a), and 9.1(b) only

ICG Holdings, Inc.

By:  _____

Address: 100 Lake Drive, Suite 4
Pencader Corporate Center
Newark, DE 19702

THE COMPANY:

CREDITRADE INC.

By: _____

Name:

Title:

[Signature Page to the Agreement and Plan of Merger]

THE STOCKHOLDERS' REPRESENTATIVE:

**For purposes of Article 8 and Sections 4A.1,
7.4(a), and 9.1(b) only**

Address: _____

THE COMPANY:

CREDITTRADE INC.

By: *W.B. Ellis*
Name: W.B. ELLIS
Title: CEO

CONFIDENTIAL
DISCLOSURE SCHEDULES
TO THE
AGREEMENT AND PLAN OF MERGER
BY AND AMONG
CREDITTRADE INC.
as the Company
ICG HOLDINGS, INC.
as the Stockholders' Representative
CREDITEX GROUP INC.
as Parent
AND
ICE MERGER SUB, INC.
as Merger Sub

Dated as of July 24, 2006

These disclosure schedules (these "Disclosure Schedules") have been prepared in connection with the Agreement and Plan of Merger (the "Agreement"), dated as of the date hereof, by and among ICG Holdings, Inc., in its capacity as stockholder representative (the "Stockholders' Representative"), CreditTrade Inc. (the "Company"), Creditex Group Inc. (the "Parent"), and Ice Merger Sub, Inc. ("Merger Sub"). Capitalized terms used but not defined herein have the meanings ascribed to them in the Agreement.

The representations and warranties of the Company set forth in Section 2 of the Agreement are made subject to the exceptions and qualifications contained herein (the "Disclosures"). Each Disclosure is identified by reference to, or has been grouped under a heading referring to, a specific section or sections of the Agreement. A Disclosure shall be deemed to qualify only those sections so referenced, unless it is reasonably apparent that the Disclosure is relevant to another section or sections of the Agreement, in which case it shall also be deemed to qualify such other section or sections.

The information provided in these Disclosure Schedules is being provided solely for the purpose of making the disclosures to Parent and Merger Sub under the Agreement. In disclosing this information, the Company expressly does not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein.

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Redacted to show the following schedules only:

- Schedule 2.1 "Organization and Corporate Power"
- Schedule 2.14 "Intellectual Property"

SCHEDULE 2.1

Organization and Corporate Power

The following are wholly owned subsidiaries of CreditTrade Inc., a Delaware Corporation:

Subsidiary	Jurisdiction of Incorporation	Registered as Foreign Corporation
CREDITTRADE (US) CORP	Delaware	New York New Jersey
CREDITTRADE LIMITED / CREDITTRADE UK LIMITED	England & Wales	N/A
CREDITTRADE LLP	England & Wales	N/A
CREDITTRADE (SINGAPORE) PTE LTD	Singapore	N/A
CREDITTRADE SECURITIES CORPORATION	Delaware	New York ¹ New Jersey
CREDITTRADE NOMINEES LIMITED ²	England & Wales	N/A
ONLINE EXCHANGE TECHNOLOGIES LIMITED	Ireland	N/A

¹ Registration pending.

² Expected to be stricken off prior to Closing.

SCHEDULE 2.14
Intellectual Property

Section 2.14(a). CreditTrade (US) Corp. is the owner of two pending U.S. patent applications:

- Application No. 11/192,327, dated July 28, 2005, concerning the CreditPartner electronic netting system for bilateral trades; and
- Application No. 11/319,002, dated December 27, 2005, concerning an improved electronic netting system for bilateral trades.

In addition, CreditTrade UK Limited owns the following domain names:

- "creditsolutionsgrp.com", expiring December 1, 2006;
- "cdex.org", expiring May 3, 2007;
- "creditsg.com", expiring May 19, 2007;
- "credittrade.co.uk", expiring October 1, 2007;
- "creditsecurities.com", expiring May 2, 2008;
- "credittrade.com", expiring November 26, 2009;
- "credittrade.com", expiring September 7, 2011; and
- "credittrade.us", expiring September 19, 2012.

Section 2.14(a)(i). The CREDITTRADE name and logo have not been registered in any jurisdiction.

Section 2.14(a)(xii). Apache open source code is used for logging. The applicable license may be found at <http://logging.apache.org/log4net/license.html>.