

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Employment Agreements; Portions of Assignment Agreement.
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Vladimir Morozov	05/12/2003
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Barclays Capital Inc.
<b>Street Address:</b>	745 Seventh Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12182900
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)309-6001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	david.lee@morganlewis.com
<b>Correspondent Name:</b>	Morgan, Lewis & Bockius LLP
<b>Address Line 1:</b>	1111 Pennsylvania Avenue, NW
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004
<b>ATTORNEY DOCKET NUMBER:</b>	018638-04-5140
<b>NAME OF SUBMITTER:</b>	David C. Lee
<b>Total Attachments: 13</b> source=18638-04-5140-Recordation#page1.tif source=18638-04-5140-Recordation#page2.tif source=18638-04-5140-Recordation#page3.tif source=18638-04-5140-Recordation#page4.tif source=18638-04-5140-Recordation#page5.tif source=18638-04-5140-Recordation#page6.tif	

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# LEHMAN BROTHERS

## Confidentiality Agreement

Please read carefully and sign

Name (Print) VLADIMIR MOROZOV	Social Security Number
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In the course of your work, you may become aware of information of a confidential nature pertaining to the business of the Firm and its clients. The importance of preserving the confidentiality of such information and using it only for the purpose for which it was obtained cannot be overemphasized. Lehman Brothers Inc. and its affiliates (collectively, "LB" or the "Firm") maintains policies and procedures with respect to the use and the dissemination of confidential information which are summarized below.

1. All information related to the business activities of LB and its clients that may be obtained by you from any source as a result of your employment shall be considered as confidential. Materials contained in client files should always be regarded as confidential. You should always maintain appropriate administrative, technical and physical safeguards over records in your possession to prevent unauthorized access.
2. Information regarding the business methods, operations or results of LB or its clients may not be disclosed to competitors, to the public, or to any person. Nor can the preceding information be otherwise used except as your duties at LB may require or with the prior written approval of an authorized senior officer of LB. This applies to the period of your employment and thereafter. Trade practices, procedures, software, or other strategies which you develop in the course of performing your responsibilities or using LB equipment, facilities are the property of the Firm.
3. The handling of material, non-public information is covered in LB's "Chinese Wall and Restricted List Policy" and "Code of Conduct."
4. The execution of transactions for your own accounts or solicitations for the accounts of others is strictly prohibited when you "know" or have "reason to believe" that you possess material non-public information regarding the activities or affairs of the issuing company. "Material" information is any information which, if publicly disclosed, would reasonably influence investor decision to purchase, sell or hold the subject securities or any other securities affected by the information.
5. Upon termination of your employment, you are required to deliver to the Firm all documents or other tangible forms which you have in your possession which contain or are derived from confidential information relating to the Firm or its clients.

Any employee who has questions or concerns with respect to the use or dissemination of information relating to the business activities or affairs of LB, its subsidiaries, affiliates or clients or relating to corporate or public finance transactions should consult with the Compliance Department or Law Department for guidance.

The Firm will take strong action (which may include termination of employment) against any person(s) making any improper use of confidential information or contributing to a breach of confidentiality.

*I have reviewed and agree to comply with the LB Confidentiality Policy.*

Signature V Morozov	Department Capital Markets	Date May 12, 03
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(6/28/96)

# LEHMAN BROTHERS

# Intellectual Property Agreement

Please read carefully and sign

Name (Print) VLADIMIR MOROZOV	Social Security Number
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In consideration of my employment by Lehman Brothers Inc. or any of its affiliates (collectively, "Lehman Brothers") as well as my access to the confidential information of Lehman Brothers, I agree as follows:

1.1. Definitions.

(a) "Intellectual Property" shall mean all: (i) patents, patent applications and patent disclosures; (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, Internet domain names, and registrations and applications for the registration thereof, together with all of the goodwill associated therewith; (iii) copyrights and copyrightable works (including, without limitation, mask works), and registrations and applications for the registration thereof; (iv) computer software (including, without limitation, source code and object code), data, databases and documentation thereof; (v) trade secrets and other confidential information, including, without limitation, ideas, formulas, compositions, inventions (whether or not patentable), improvements, know-how, business methods, manufacturing and production processes and techniques, research and development information, drawings, specifications, blueprints, flowcharts, schematics, protocols, programmer notes, designs, developments, discoveries, plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information; (vi) other similar proprietary rights; and (vii) copies and tangible embodiments thereof (in whatever form or medium).

(b) "Lehman Work Product" means Intellectual Property that is conceived, developed, made or reduced to practice by me, alone or jointly with others, during the term of my employment, and: (i) is conceived, developed, made or reduced to practice using equipment, supplies, facilities or information of Lehman Brothers; (ii) is related to the subject matter, or arises out, of my employment by Lehman Brothers; or (iii) is related to or arises out of any of Lehman Brothers' current or anticipated business activities.

1.2. Disclosure; Record Keeping. During the term of my employment, I hereby agree to make prompt and full disclosure to Lehman Brothers of any Lehman Work Product. I will maintain adequate and current records of all Lehman Work Product and will comply with Lehman Brothers' policies regarding record keeping for Lehman Work Product, as may be created and amended from time to time.

1.3. Ownership; Assignment of Intellectual Property. I acknowledge and agree that Lehman Brothers shall own all right, title and interest in and to all Lehman Work Product, including, without limitation, any right to collect for past damages for the infringement or unauthorized use of Lehman Work Product. I agree that any copyrightable works falling within the definition of Lehman Work Product are and shall be deemed "works made for hire," the complete ownership of which shall vest in Lehman Brothers. To the extent that any Intellectual Property that forms part of the Lehman Work Product does not automatically, by operation of law, constitute a "work made for hire," I hereby irrevocably transfer and assign to Lehman Brothers (or, to the extent not transferable, waive) all right, title and interest in and to such Intellectual Property for all forms and media, whether or not now existing, throughout the world, including, without limitation, any right to collect for past damages for the infringement or unauthorized use of such Intellectual Property.

1.4. Further Assurances. Promptly, upon the request of Lehman Brothers, I will, during the course of my employment and thereafter, provide cooperation and assistance to Lehman Brothers, its successors, assigns or other legal representatives, at Lehman Brothers' expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (a) in the preparation and prosecution of any applications for registration covering any inventions or other Intellectual Property included within Lehman Work Product; (b) in the prosecution or defense of any court or patent office proceedings, including, without limitation, any interference, opposition, reexamination, reissue, infringement or other proceedings, that may arise in connection with Lehman Work Product, including,

without limitation, providing testimony relating to Lehman Work Product; and (c) in obtaining any additional patents or other protection that Lehman Brothers may deem appropriate and that may be secured under the laws now or hereafter in effect in any country.

1.5. Employee's Intellectual Property Rights. By executing this Agreement, I represent to Lehman Brothers that Schedule 1 attached hereto is a current, complete, and accurate list of all items in which I claim any Intellectual Property rights and (a) which were developed entirely without using any equipment, supplies, facilities or information of any kind of Lehman Brothers in any way; (b) were developed entirely by me on my own time, (c) are not related to the current or anticipated business activities of Lehman Brothers, and (d) did not result from any work performed by me for Lehman Brothers, whether as an employee, consultant, or in any other capacity. By our signatures on Schedule 1, Lehman Brothers and I acknowledge and agree that, as between Lehman Brothers and me, I shall be presumed to own any rights in and to any Intellectual Property properly listed on Schedule 1 in accordance with this Paragraph, and nothing in this Agreement shall require me to assign to Lehman Brothers, or to grant to Lehman Brothers any interest in, such Intellectual Property. I understand and agree that no Schedule 1 shall be binding on Lehman Brothers unless duly signed by an authorized representative of Lehman Brothers. If no Schedule 1 is attached to this Agreement or if no Intellectual Property is listed on any attached Schedule 1, I agree that I have no Intellectual Property to list on Schedule 1 in accordance with this Paragraph. As to Intellectual Property that comes into existence after the Effective Date of this Agreement but that qualifies to be listed on Schedule 1 in accordance with this Paragraph, I understand that I have a continuing obligation to notify Lehman Brothers promptly of the existence of such Intellectual Property, which may be added to the Schedule 1 only by agreement of me and Lehman Brothers (as reflected in a revised Schedule 1 dated and signed by me and Lehman Brothers and attached hereto).

1.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York without regard to its conflict of law rules except to the extent that the laws of another jurisdiction apply.

1.7. Entire Agreement. This Agreement is the entire agreement and supersedes all previous and contemporaneous communications, representations, agreements or prior proposals regarding the subject matter hereof. This Agreement and any attached Schedule 1 cannot be amended or waived except by physical writing manually signed by Lehman Brothers and me. I understand and agree, however, that my obligations under this Agreement are in addition to any Firm policies that may exist from time to time regarding intellectual property.

1.8. Non-Exclusivity. Lehman Brothers' rights as set forth in this Agreement are not intended to be exclusive of any other rights of Lehman Brothers at law or in equity, and each and every right of Lehman Brothers hereunder shall be cumulative and shall be in addition to every other right hereunder and at law and in equity. No failure or delay on the part of Lehman Brothers to exercise any right provided in this Agreement or at law or in equity shall operate as a waiver thereof; nor shall any single or partial exercise of or failure to exercise any such right preclude any other or further exercise thereof or the exercise of any other right under this Agreement or at law or in equity.

1.9. Acknowledgement. I REPRESENT AND WARRANT THAT: (A) I HAVE READ AND UNDERSTOOD EVERY PROVISION OF THIS AGREEMENT; (B) I UNDERSTAND THAT THIS AGREEMENT IS NOT A CONTRACT OF EMPLOYMENT, THAT IT SHOULD NOT BE CONSTRUED AS A GUARANTEE OF MY EMPLOYMENT FOR ANY PERIOD OF TIME, AND THAT IT SHALL NOT BE CONSTRUED TO OBLIGATE LEHMAN BROTHERS IN ANY WAY EXCEPT AS EXPRESSLY SET FORTH HEREIN; (C) I HAVE HAD THE OPPORTUNITY TO OBTAIN ADVICE FROM LEGAL COUNSEL OF MY CHOICE IN ORDER TO INTERPRET ANY AND ALL PROVISIONS OF THIS AGREEMENT; (D) I WAS GIVEN THE OPPORTUNITY TO ASK LEHMAN BROTHERS QUESTIONS ABOUT THIS AGREEMENT AND ANY QUESTIONS I ASKED WERE ANSWERED TO MY SATISFACTION; AND (E) I HAVE BEEN GIVEN A COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, intending to be legally bound, I have executed this Agreement as of the Effective Date.

Signature	<i>B. Marozet</i>	Date	<i>May 12, 03</i>
Department	<i>Capital Markets</i>	Print Name of Hiring Manager	<i>Danielle Coppola</i>

**SCHEDULE 1**

**Employee's Intellectual Property**

*none*

Signature <i>B. Lehman</i>	Date <i>May 17, 03</i>
Department <i>Capital Markets</i>	Print Name of Hiring Manager <i>Danielle Coppola</i>

**Acknowledged and Agreed for Lehman Brothers**

Print Name & Title	Signature	Date

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

AMONG

LEHMAN BROTHERS HOLDINGS INC.

LEHMAN BROTHERS INC.

LB 745 LLC

AND

BARCLAYS CAPITAL INC.

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Dated as of September \_\_\_\_, 2008

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of September 22, 2008 (this "Agreement"), among LEHMAN BROTHERS HOLDINGS INC., a Delaware corporation, LEHMAN BROTHERS INC., a Delaware corporation, LB 745 LLC, a Delaware limited liability company, (collectively, the "Assignors") and BARCLAYS CAPITAL INC., a Connecticut corporation ("Assignee" and, together with Assignors, the "Parties;" and each of each Assignor and Assignee, a "Party").

WHEREAS, the Assignors and the Assignee are parties to an Asset Purchase Agreement dated as of September 16, 2008, as amended by the First Amendment to the Asset Purchase Agreement, dated as of September 19, 2008 and as supplemented and further amended by a certain clarifying letter agreement, dated as of September 20, 2008 (the "Asset Purchase Agreement"), pursuant to which the Assignee has acquired all of the Assignors' right, title and interest in and to all of the Purchased Intellectual Property (as defined in the Asset Purchase Agreement), including, without limitation, those Copyrights, Patents, Marks and Internet domain names listed in Schedules I (Copyrights), Schedule II (Patents), Schedule III (Marks) and Schedule IV (Internet domain names) hereto; and

WHEREAS, this Agreement will further memorialize the assignment of such Copyrights, Patents, Marks and Internet domain names;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto hereby agree as follows:

### ARTICLE I DEFINITIONS

#### SECTION 1.1 Definitions.

Capitalized terms used but not defined herein shall have the respective meanings for such terms set forth in the Asset Purchase Agreement.

As used in this Agreement, the following terms shall have the meanings set forth below:

"Assigned Intellectual Property" means the Assigned Copyrights, Assigned Patents, Assigned Trademarks and Assigned Domains.

"Registered Intellectual Property" means any Intellectual Property that is issued, granted or registered by or with any Governmental Body or for which an application has been filed with any Governmental Body.



**ARTICLE II  
ASSIGNMENTS**

SECTION 2.1 Assigned IP Assets. Assignors hereby sell, transfer, assign, convey and deliver (or shall cause to be sold, transferred, assigned, conveyed and delivered) to Assignee and its successors and assigns, and Assignee purchases, acquires and accepts from Assignors, all of Assignors' and their applicable Subsidiaries' right, title and interest, free and clear of all Liens pursuant to Section 363(f) of the Bankruptcy Code, in, to and under all of the Purchased Intellectual Property, including without limitation:

[REDACTED]

(b) the Patents listed in Schedule II hereto (all such Patents referred to collectively as the "Assigned Patents"), and the underlying inventions described therein, and all priority rights, convention rights and other benefits accruing or to accrue with respect to the filing of applications for patents or the issuance of patents in all countries in respect of the Assigned Patents;

[REDACTED]

[REDACTED]

[REDACTED]

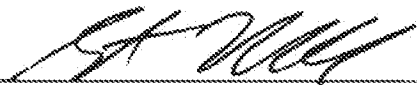
[REDACTED]

[REDACTED]


[REDACTED]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

LEHMAN BROTHERS HOLDINGS INC.

By:   
Name: Steven Berkonfeld  
Title: Vice President

LEHMAN BROTHERS INC.

By:   
Name: Anson B. Frey  
Title: as Counsel for James W. Giddens,  
Trustee for the SIPA Liquidation  
of Lehman Brothers Inc.

LB 745 LLC

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

LEHMAN BROTHERS HOLDINGS INC.

By: [Signature]  
Name: [Name]  
Title: [Title]

LEHMAN BROTHERS INC.

By: [Signature]  
Name: [Name]  
Title: [Title]

LB 745 LLC

By: [Signature]  
Name: PAUL F. DARRAN, JR.  
Title: V.P. PRESIDENT

BARCLAYS CAPITAL INC.

By: Gerard S. Rocca  
Name: GERARD S. ROCCA  
Title:

Schedule II  
Assigned Patents

Country	AppOwnerName	Application #:	Publication #:	Patent #:	Application Title:
	[REDACTED]	[REDACTED]			[REDACTED]
	[REDACTED]	[REDACTED]			[REDACTED]
	[REDACTED]	[REDACTED]			[REDACTED]
	[REDACTED]	[REDACTED]			[REDACTED]
US		60/952,708			METHODS AND SYSTEMS FOR ESTIMATING DAILY TRADING VOLUMES
US		12/182,900			METHODS, COMPUTER SYSTEMS, AND SOFTWARE FOR ESTIMATING TRADING VOLUME (AMENDED)
	[REDACTED]	[REDACTED]			[REDACTED]
	[REDACTED]	[REDACTED]			[REDACTED]
	[REDACTED]	[REDACTED]			[REDACTED]
	[REDACTED]	[REDACTED]			[REDACTED]
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	[REDACTED]	[REDACTED]			[REDACTED]