

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Stock Purchase Agreement
CONVEYING PARTY DATA	
Name	Execution Date
J.P.Morgan Advisory Services, Inc.	03/31/2003
RECEIVING PARTY DATA	
Name:	RiskMetrics Group, Inc.
Street Address:	One Chase Mahattan Plaza
Internal Address:	44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11279951
CORRESPONDENCE DATA	
Fax Number:	(202)778-2201
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-955-1500
Email:	patdcdocket@hunton.com
Correspondent Name:	HUNTON & WILLIAMS LLP INTELLECTUAL PROPE
Address Line 1:	1900 K Street, NW
Address Line 2:	Suite 1200
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006
ATTORNEY DOCKET NUMBER:	67655.001004
NAME OF SUBMITTER:	Jeffrey S. Leaning
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ASSIGNMENT AND LICENSE AGREEMENT

THIS ASSIGNMENT AND LICENSE AGREEMENT (the "Agreement") made as of June 14, 2004 (the "Assignment Effective Date") by and between JPMorgan Chase Bank ("Morgan"), a New York Banking Corporation, and RiskMetrics Group, Inc. (formerly "The RiskMetrics Group, LLC") ("RMG").

RECITALS —

WHEREAS, on or about August 12, 1998 the predecessors in interest to RMG and Morgan entered into an agreement titled "The RiskMetrics Group License Agreement" (the "License Agreement");

WHEREAS, pursuant to Section 8(c) of the License Agreement, in connection with Morgan's sale, conveyance or transfer of 50% or more of its initial equity interest in RMG, Morgan is required to convey and transfer to RMG, at no additional cost or expense, all of Morgan's right, title and interest in and to the Morgan Software Products, free and clear of any and all security interests, encumbrances or liens;

WHEREAS, on the date hereof, in connection with the recapitalization of RMG and certain other transactions related thereto, an affiliate of Morgan (which holds Morgan's entire equity interest in RMG) is selling its entire equity interest in RMG (the "Sale");

WHEREAS, in connection with the Sale and as required by Section 8(c) of the License Agreement, Morgan desires to convey and transfer to RMG, at no additional cost or expense, all of Morgan's right, title and interest in and to the Morgan Software Products (as defined in the License Agreement), free and clear of any and all security interests, encumbrances or liens upon the terms and subject to the conditions set forth herein; and

WHEREAS, RMG desires to grant to Morgan a license to use a portion of the Morgan Software Products for Morgan's internal use only, all upon the terms and subject to the conditions set forth herein.

TERMS AND CONDITIONS

In consideration of the Recitals, Section 8(c) of the License Agreement and for other valuable and sufficient consideration, the receipt of which each party hereby acknowledges, the parties agree as follows.

1. DEFINITIONS.

- (a) Unless otherwise defined herein, all defined terms shall have the meaning set forth in the License Agreement.

- (b) For the purposes of this Agreement, the following terms shall have the following meanings:

(i) "Intellectual Property Rights" means all (aa) patents, patent applications, patent disclosures and all related continuation, continuation-in-part, divisional, reissue, re-examination, utility, model, certificate of invention and design patents, patent applications, registrations and applications for registrations of any of the foregoing; (bb) trademarks, service marks, trade dress, logos and registrations and applications for registration of any of the foregoing; (cc) copyrights and registrations and applications for registration thereof; (dd) mask works and registrations and applications for registration of any of the foregoing; (ee) trade secrets and confidential business or technical information, whether patentable or nonpatentable and whether or not reduced to practice, know-how, manufacturing and product processes and techniques, research and development information, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, including addresses, principal contacts and related information; (ff) all other proprietary rights of every nature and description whether relating to any of the foregoing or otherwise (including, without limitation, associated goodwill and remedies and causes of action against infringements thereof and rights of protection of an interest therein under the laws of all jurisdictions); and (gg) copies and tangible embodiments and documentation of any of the foregoing;

(ii) "Morgan-Developed Products" means those methodologies and related software products listed in Part I of Schedule A hereto, as they existed on the Effective Date of the License Agreement; and

(iii) "RMG-Developed Products" means those methodologies and related software products listed in Part II of Schedule A hereto in existence at the Effective Date of the License Agreement, together with any and all applications, source code, publications and documentation created by RMG after the Effective Date of the License Agreement relating thereto or derived therefrom.

2. TITLE; ASSIGNMENT; LICENSE-BACK

- (a) Morgan hereby represents and warrants that it is the sole and exclusive owner of all rights, title and interests in and to the Morgan-Developed Products and all Intellectual Property Rights therein and has not sold, licensed or otherwise transferred or agreed to sell, license or transfer any rights to the Morgan-Developed Products to any third party.
- (b) Morgan, hereby fully, finally, unconditionally, irrevocably and forever acknowledges and agrees, that (i) it has no right, title or interest in, to or under; and (ii) it has not sold, licensed or otherwise transferred, or purported to sell, license or otherwise transfer to

any third party, any right title or interest in, to or under, the RMG-Developed Products and all Intellectual Property Rights therein.

- (c) Morgan hereby fully, finally, unconditionally, irrevocably and forever acknowledges and agrees that, as of March 31, 2003, Arrakis, Inc. (the wholly-owned subsidiary of RMG) is the sole and exclusive owner of all rights, title and interests in and to the "Materials" (as such term is defined in that Stock Purchase Agreement dated as of March 31, 2003 between J.P. Morgan Security Holdings Inc. and RMG relating to the purchase and sale of all the common stock of J.P. Morgan Advisory Services, Inc.) and all Intellectual Property Rights therein.
- (d) Morgan hereby irrevocably assigns to RMG and RMG hereby accepts the assignment of all of Morgan's right, title and interest in the Morgan Software Products (including but not limited to the Morgan-Developed Products and, if any, all of Morgan's right, title and interest in the RMG-Developed Products) and all Intellectual Property Rights therein, free and clear of any and all security interests, encumbrances or liens.
- (e) Morgan reserves all right title and interest in and to any methodology, applications, source code, publications and documentation created by Morgan after the Effective Date of the License Agreement, including those related to or derived from the Morgan Software Products (other than the RMG-Developed Products) ("Section (e) Morgan Improvements").
- (f) In the event any employee, contractor or agent of Morgan created or developed any modifications or improvements to the RMG-Developed Products after the Effective Date of the License Agreement ("Section (f) Morgan Improvements"), such Section (f) Morgan Improvements are and shall remain the property of Morgan notwithstanding any provision of this Assignment and License Agreement which may be construed to the contrary.
- (g) Subject to the terms hereof, RMG hereby grants Morgan a non-exclusive and non-transferable right and license to use, modify and execute, solely for Morgan's internal and non-service bureau purposes the Morgan Software Products (including the Morgan-Developed Products) in Morgan's possession as of the Assignment Effective Date, including, but not limited to the analytic routines and data collection process known as "VARTS" (collectively, the "Licensed Products"). Morgan shall not distribute, sub-license or otherwise transfer (by operation of law or otherwise) the Licensed Products or any derivative work thereof to any third party without RMG's prior written consent. For avoidance of doubt, Section (e) Morgan Improvements and Section (f) Morgan Improvements are not derivative works of the Licensed Products. The rights and licenses granted to Morgan under this Section 2(g) shall automatically terminate if Morgan breaches any provision of this Agreement. Morgan understands and agrees that RMG will not be responsible for future support of the Licensed Products. This license is not a substitute for, or replacement of, any existing commercial

licenses Morgan currently purchases from RMG or which Morgan may purchase in the future.

- (g) Morgan will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments, conveyances, bills of sale, powers of attorney, releases, discharges, certificates, transfer instruments and assurances, for the better assuring, conveying, vesting and confirming unto RMG, its successors and assigns, the rights, title and interests conveyed herein. Without limiting the generality of the foregoing, on and after the Assignment Effective Date and at RMG's sole expense, in connection with (A) the sale of RMG (whether by merger, sale of assets or otherwise), any recapitalization or reorganization involving RMG, RMG's initial public offering of securities, any strategic transaction or financing involving RMG or its affiliates or any due diligence investigation relating to any of the foregoing or (B) a third party making any claims against RMG, Morgan shall, in each case, afford RMG and its employees, consultants, legal counsels and other representatives complete and timely access during normal business hours upon prior notice to (a) all properties, books, contracts, commitments and records of Morgan and its affiliates and (b) all other information concerning the business, properties and personnel of Morgan and its affiliates as RMG may reasonably request, in each case, to the extent necessary to permit RMG to determine any matter relating to the Intellectual Property Rights assigned to RMG hereunder (including, without limitation, the Intellectual Property Rights in and to the Morgan Software Products). In connection with the foregoing, Morgan shall provide reasonable assistance to personnel of RMG and its consultants, legal counsels and other representatives; provided that any such assistance shall not unreasonably interfere with the conduct of Morgan's business. RMG agrees to keep the information obtained confidential and to use such information solely for the purposes of A and B above.
- (h) To Morgan's knowledge, no claims (i) challenging the validity, enforceability, effectiveness or ownership by Morgan of any Morgan Software Products or any Intellectual Property Rights therein or (ii) to the effect that the use, reproduction, modification, manufacture, distribution, licensing, sublicensing or sale of the Morgan Software Products or the exercise of rights in any Intellectual Property Rights therein, infringes or will infringe on any Intellectual Property Rights of any third party have been asserted against Morgan or any of its affiliates or, to the knowledge of (A) JP Morgan Partners, LLC, and (B) the legal department of Morgan, are threatened by any third party

3. REPRESENTATIONS AND WARRANTIES OF MORGAN.

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE MORGAN SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THE MORGAN-DEVELOPED PRODUCTS AND THE RMG DEVELOPED PRODUCTS) ASSIGNED TO RMG ARE

PROVIDED "AS IS" AND MORGAN DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED, VERBAL OR WRITTEN REPRESENTATIONS OR WARRANTIES (WHETHER OR NOT ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING) WITH RESPECT TO THE MORGAN SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THE MORGAN-DEVELOPED PRODUCTS AND THE RMG-DEVELOPED PRODUCTS), WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

- (a) EXCEPT AS OTHERWISE PROVIDED HEREIN, MORGAN DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY THAT: (I) THE MORGAN SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THE MORGAN-DEVELOPED PRODUCTS AND THE RMG-DEVELOPED PRODUCTS) ARE ERROR FREE; (II) THE OPERATION OF THE MORGAN SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THE MORGAN-DEVELOPED PRODUCTS AND THE RMG-DEVELOPED PRODUCTS) SHALL BE UNINTERRUPTED; AND/OR (III) THE MORGAN SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THE MORGAN-DEVELOPED PRODUCTS AND THE RMG-DEVELOPED PRODUCTS) WORK WITH ANY SOFTWARE OR HARDWARE CONFIGURATION.
- (b) EXCEPT AS OTHERWISE PROVIDED HEREIN, MORGAN ALSO DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO: (i) THE SECURITY, TIMELINESS, ACCURACY, INTEGRITY OR COMPLETENESS OF THE DATA, INFORMATION AND CALCULATIONS THAT ARE CONTAINED IN OR MADE BY OR PROCESSED BY OR TRANSMITTED BY THE OPERATION OF THE MORGAN SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THE MORGAN-DEVELOPED PRODUCTS AND THE RMG-DEVELOPED PRODUCTS); (ii) THE MERCHANTABILITY OF THE OPERATION OF THE MORGAN SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THE MORGAN-DEVELOPED PRODUCTS AND THE RMG-DEVELOPED PRODUCTS) OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE (INCLUDING INVESTMENT DECISIONS AND RISK ANALYSIS) WHETHER OR NOT MORGAN KNOWS OR HAS REASON TO KNOW OR HAS BEEN ADVISED OF ANY SUCH PURPOSE.

4. REPRESENTATIONS AND WARRANTIES OF RMG.

THE LICENSED PRODUCTS LICENSED TO MORGAN HEREUNDER ARE PROVIDED "AS IS" AND RMG DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED, VERBAL OR WRITTEN REPRESENTATIONS OR WARRANTIES (WHETHER OR NOT ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE

TRADE, OR BY COURSE OF DEALING) WITH RESPECT TO THE LICENSED PRODUCTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

- (a) RMG DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY THAT: (i) THE LICENSED PRODUCTS ARE ERROR FREE; (ii) THE OPERATION OF THE LICENSED PRODUCTS SHALL BE UNINTERRUPTED; AND/OR (iii) THE LICENSED PRODUCTS WORK WITH ANY SOFTWARE OR HARDWARE CONFIGURATION.
- (b) RMG ALSO DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO: (i) THE SECURITY, TIMELINESS, ACCURACY, INTEGRITY OR COMPLETENESS OF THE DATA, INFORMATION AND CALCULATIONS THAT ARE CONTAINED IN OR MADE BY OR PROCESSED BY OR TRANSMITTED BY THE LICENSED PRODUCTS; (ii) THE MERCHANTABILITY OF THE LICENSED PRODUCTS OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE (INCLUDING INVESTMENT DECISIONS AND RISK ANALYSIS) WHETHER OR NOT RMG KNOWS OR HAS REASON TO KNOW OR HAS BEEN ADVISED OF ANY SUCH PURPOSE; (iii) RMG'S OWNERSHIP OF AND/OR TITLE TO THE LICENSED PRODUCTS; AND/OR (iv) NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

5. EXCLUSIONS OF LIABILITY.

(a) MORGAN SHALL HAVE NO LIABILITY TO RMG UNDER THIS AGREEMENT FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES REGARDLESS OF WHETHER RMG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE FORM OF ACTION, WHETHER UNDER TORT (INCLUDING NEGLIGENCE), CONTRACT, WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF RECOVERY.

(b) RMG SHALL HAVE NO LIABILITY TO MORGAN UNDER THIS AGREEMENT FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES REGARDLESS OF WHETHER RMG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE FORM OF ACTION, WHETHER UNDER TORT (INCLUDING NEGLIGENCE), CONTRACT, WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF RECOVERY.

6. TERMINATION OF THE LICENSE AGREEMENT. Upon execution of this Agreement the License Agreement shall be terminated, subject to the provisions of Section 7(d) therein, effective immediately; provided, however, that notwithstanding the provisions of Section 7(d) of

the License Agreement, Sections 8(a) and 8(c) thereof shall not survive the termination of the License Agreement.

7. **RELEASE.** Morgan, on behalf of itself, and its parents, subsidiaries, affiliates, predecessors, successors, and assigns, and its past and present officers, directors, employees, agents, servants, attorneys, insurers and other representatives (including persons or entities controlling, controlled by or under common control with Morgan), and all heirs, executors, administrators, predecessors, successors, affiliates, and assigns of any of the foregoing, fully, finally, unconditionally, irrevocably and forever releases and discharges RMG and its parents, subsidiaries, affiliates, predecessors, successors and assigns, and their past and present officers, directors, employees, agents, servants, attorneys, insurers and other representatives (including persons or entities controlling, controlled by or under common control with RMG), and all heirs, executors, administrators, predecessors, successors, affiliates and assigns of any of the foregoing, from any and all claims, liabilities, causes of action, rights of action and actions, demands, suits, proceedings, damages, costs, fees and expenses, and any and all claims, demands and liabilities whatsoever, of every name and nature, both at law and in equity, whether known or unknown, accrued or unaccrued, fixed or contingent, matured or unmatured, suspected or unsuspected, which arise out of events, acts, omissions, circumstances, agreements, understandings, transactions, negotiations, and discussions, whether written or oral, relating to:

(a) RMG's Intellectual Property Rights or any of the Intellectual Property Rights of any direct or indirect subsidiary of RMG (including, but not limited to, Intellectual Property Rights relating to the Morgan Software Products, the Morgan-Developed Products and the RMG-Developed Products) as of the date of this Agreement, subject to (i) the absence of the fraudulent or otherwise unlawful misappropriation of Intellectual Property Rights of Morgan on the part of RMG or any of its affiliates with respect thereto; (ii) any rights expressly granted in respect thereof pursuant to existing commercial licenses and agreements between Morgan and RMG or which Morgan may enter in to in the future; (iii) the terms and conditions of the Stock Purchase Agreement dated as of March 31, 2003 by and between J.P. Morgan Securities Holdings, Inc. and RMG and any and all other ancillary agreements between relating to the purchase and sale of all of the common stock of J.P. Morgan Advisory Services, Inc. (now known as Arrakis, Inc.) and (iv) any claims, defenses and/or counterclaims Morgan may have at law or in equity in the event RMG brings an action alleging infringement by Morgan of RMG's Intellectual Property Rights; or

(b) any facts, circumstances or events that existed or otherwise occurred on or before the Assignment Effective Date arising from or relating to the agreements between Morgan and RMG or any of their respective affiliates set forth on Schedule B attached hereto.

8. MISCELLANEOUS.

- (a) No course of conduct, action or inaction by either party shall be deemed a waiver of any one or more rights or remedies under this Agreement. Also, no express waiver by either party of any breach of any term or condition of this Agreement shall be deemed a waiver of any prior or subsequent breach of the same or any other term or condition of this Agreement.
- (b) All rights and remedies either arising out of any one or more breaches of this Agreement are cumulative and may be exercised separately or concurrently without the waiver of any other rights or remedies.
- (c) If any term or condition of this Agreement is held to be unenforceable, the court making that determination shall modify that term or condition to the extent necessary to make it enforceable. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the remaining terms and conditions of this Agreement, all of which shall continue in full force and effect.
- (d) Any written notice or other communication required or permitted hereunder shall be sent by a party to the other party's address first above-stated, and shall be deemed received by the other party: (i) on the day of delivery if sent by Federal Express or other nationally recognized courier service; or (ii) three (3) days after deposit in the U.S. Mail if sent certified or registered mail with return receipt requested. It shall be the burden of the sending party to prove the other party's receipt of any notice or other communication sent in any other manner. Either party may change its address for the purpose of receiving notice by giving notice of the address change to the other party.
- (e) For the purpose of clarity, this Agreement and the assignments and licenses provided herein are not released or otherwise affected by any release executed by any affiliate of Morgan in connection with the recapitalization of RMG.

- 9. CHOICE OF LAW / STATUTE OF LIMITATION.** This Agreement shall be construed and enforced in accordance with the laws of the State of New York, excluding conflict of law principles. Each party hereby consents to the exclusive jurisdiction and to the venue of any federal or state court located in the County of New York, State of New York with respect to any claim or controversy arising out of or related to this Agreement or its subject matter.

Neither party may bring against the other party any action arising out of or related to this Agreement or its subject matter more than 2 years after the cause of action has arisen.

- 10. SUCCESSORS AND ASSIGNS.** The terms and conditions of this Agreement shall benefit and bind each party and their successors and permitted assigns. Neither party shall assign any

of its rights or obligations hereunder, except to an entity that (i) it controls, controls it, or is under common control with it, or (ii) purchases substantially all of said assignor's assets to which this Agreement relates, provided that said assignee agrees in writing to assume all of assignor's obligations hereunder.

11. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding and agreement of the parties (and it incorporates or supersedes all prior written or verbal agreements and understandings) with respect to the subject matter. This Agreement may be amended or modified only in a writing signed by both parties and referring specifically to the Agreement.
12. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of such counterparts together shall constitute one and the same Agreement. This Agreement, to the extent signed and delivered by means of a facsimile machine, will be treated in all manner and respects as an original agreement and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written by signing below.

JPMorgan Chase Bank

By: 

Name: Michael Ashworth

Title: Managing Director

RiskMetrics Group, Inc.

By: 

Name: Eitan Benman

Title: CEO

SCHEDULE A

Part I

Those methodologies and products known as:

- (i) FourFifteen;
- (ii) CreditMetrics;
- (iii) CreditManager;
- (iv) RiskMetrics;
- (v) VaR Calculator II; and
- (vi) DataMetrics.

Part II

Those methodologies and products known as:

- (i) CorporateMetrics;
- (ii) PensionMetrics; and
- (iii) Long-Run.

SCHEDULE B

1. Trademark Assignment by and between J.P. Morgan and RMG dated October 11, 2002.
2. Trademark and Termination Agreement by and among RMG, JP Morgan and Reuters dated August 12, 1998.

STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT dated as of March 31, 2003 between J.P. Morgan Securities Holdings Inc., a Delaware corporation ("Seller"), and RiskMetrics Group, Inc., a Delaware corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller is the record and beneficial owner of the Shares of J.P. Morgan Advisory Services, Inc., a Delaware corporation (the "**Company**"), and desires to sell the Shares to Buyer, and Buyer desires to purchase the Shares from Seller, upon the terms and subject to the conditions hereinafter set forth:

In consideration of the foregoing, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

SECTION 1.01. Definitions. The following terms, as used herein, have the following meanings:

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person.

"**Applicable Law**" means any statute, whether federal, state or local, applicable in the United States or any other nation, any other law, including applicable common law, rule, regulation or any interpretation of any Governmental Entity, any decision, judgment, order, injunction or decree of any court having jurisdiction over a party hereto or the Company, the finding of any administrative agency or the award of any arbitrator.

"**Bank**" means JPMorgan Chase Bank, a New York banking corporation.

"**Balance Sheet**" means the balance sheet of the Company dated as of March 31, 2003.

"**Business**" means the business of the Company as conducted on the date hereof under the name of "Arrakis" which consists of providing integrated and comprehensive financial webservices to individuals and institutional users for wealth management, including architectural support, operational support, development and design, data and content management and integration, maintenance and training.

"**Business Day**" shall mean any day excluding Saturday, Sunday and any day on which banking institutions located in the State of New York are authorized by law or other governmental action to be closed.

"**Closing Date**" means the date on which the Closing takes place.

has the full power, right and authority, including under Applicable Law and its agreements (including license agreements), to conduct the Business after the Closing as the Business is currently conducted and/or as to be conducted as described under the Master Services Agreement.

SECTION 3.15. Intellectual Property. The term "**Intellectual Property Rights**" shall mean any and all intellectual property and proprietary rights including without limitation (a) all issued patents, patent applications and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, trade names, domain names and corporate names, together with all translations, adaptations, derivations, and combinations thereof, and including all goodwill associated therewith, all applications, registrations and renewals in connection therewith, (c) all works of authorship, compilations, data collections and databases (including without limitation any and all software, development tools and the source and object code thereof), whether or not copyrightable including without limitation all copyrightable works, all copyrights, and all applications, registrations and renewals in connections therewith, (d) all trade secrets and confidential business information including but not limited to apparatuses, devices, developments, technologies, algorithms, methods, processes and procedures, research and development, formulas, compositions, manufacturing and reproductions processes and techniques, methods, schematics, technology, flowcharts, block diagrams, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals, but not including any data relating to customers, clients, employees or other identifiable individuals, and (e) all copies and tangible embodiments of any of the foregoing (in whatever form or medium).

The term "**Materials**" shall mean materials and intellectual property set forth in **Schedule - Materials**.

As of immediately prior to the Closing (but subject to the consummation of the Closing), the Bank or its Affiliates has assigned to the Company (i) all Materials, and all Intellectual Property Rights therein, set forth in Section A to **Schedule - Materials** pursuant to the Assignment Agreement attached hereto as Exhibit B, which is in full force and effect as of the Closing Date, and (ii) the mark "Arrakis", together with the goodwill of the business symbolized by such mark and the pending application for registration of such mark on the Principal Register of the U.S. Patent and Trademark Office, Application Serial No. 76/768,980 filed on August 4, 1999 (the "Mark Registration Application").

The Materials and the Intellectual Property Rights therein, and the rights and materials licensed by the Company pursuant to the Material Contracts, comprise all the materials, intellectual property and Intellectual Property Rights material to the Company or the Business and/or necessary for the conduct of the Business after the Closing as such Business is currently conducted and/or as to be conducted as described under the Master Services Agreement.

Except as otherwise set forth on **Schedule - Materials**:

Schedule – Materials

Section A

- MPA (note: the DDRs, (dividend discount rates) IM and JPMSI rankings are not included)
- MAPS
- Code to support Diagnostic tools and related data feeds
- Morgan OnLine and MorganView “shell” code that support the integration to:
 - Trading via API / Single Sign-on with Pershing
 - Data Aggregation methods and tools including Yodlee, QIF Import, Adhesion, Manual Entry, and Data Feeds
 - SmartMoney tools and Market Data
 - DAF (Donor Advisor Fund)
 - Email (eGain)
- Code supporting Net Worth & Account Details Reporting, Pricing methodology, Market Value Calculations, and data feeds
- ClearView Design and Supporting Documents
- Administrative and Support tools code (cPro, MARS, Perfect Tracker, Siteminder user tool)
- Code to support secure e-mail facility and Suggestion Box (“Share Your Ideas”)
- Content providing technical help including “InfoCenter”
- Code to support Profile Entry Capability
- VAULT content management system (content not included)

Section B

- Stock Option Program (JESOM), including the decision trees in the executive stock options section

Section C

- All substantive content, including JPMSI capital markets research, Solutions, and Learning Center
- Trademarks, service marks, trade names, Legal and Privacy Statements etc.
- Forward looking equilibrium assumptions (Capital markets assumptions)
- CHART (Concentrated Holding Analyzer with Ranked Transactions)
- Access to JPMC secure internal websites, i.e. JPMC designated web addresses

Section D

None