

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Thomas Rubio	11/02/2009
RECEIVING PARTY DATA	
Name:	Breakwater Trading, LLC
Street Address:	311 S. Wacker Drive
Internal Address:	48th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12611248
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	5257-002
NAME OF SUBMITTER:	Jordan Herzog
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PATENT
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ASSIGNMENT

Attorney Docket No. 5257-002

PATZIK, FRANK & SAMOTNY LTD.

150 South Wacker Drive
Suite 1500
Chicago, IL 60606
(312) 551-8300

FOR VALUE RECEIVED, the sufficiency and receipt of which is hereby acknowledged, the following inventor (hereinafter individually referred to as "ASSIGNOR")

Thomas Rubio, residing at 2300 Tennyson Lane, Highland Park, IL 60035

hereby assigns, transfers and sets over to:

Breakwater Trading, LLC
311 S. Wacker Drive, 48th Floor
Chicago, IL 60606, USA

(hereinafter called "ASSIGNEE"), the entire worldwide right, title and interest in and to the invention known as

**SYSTEM, METHOD AND APPARATUS FOR CREATING
AND EXECUTING INTER-EXCHANGE SPREAD INSTRUMENTS**

which is fully described in a U.S. patent application executed by ASSIGNOR this day;

and all rights and privileges under any Patent which may be granted from said U.S. patent applications and any subsequent patent applications directed to said invention, including all right, if any, throughout the entire world to sue for all past infringements which may have occurred before the execution of this assignment.

(1) ASSIGNOR agrees without charge to ASSIGNEE but at ASSIGNEE'S expense (a) to execute (i) all necessary papers to be used in connection with this application and any additional, continuing, or divisional applications, as the ASSIGNEE may deem necessary or expedient, (ii) all papers in connection with any interference or other legal or quasilegal proceedings relating to this application or any additional, continuing, or divisional applications thereof, (iii) all papers and documents which may be necessary in connection with the preparation and filing of any foreign applications or with making claims to priority rights granted under the provisions of the International Convention for Protection of Industrial Property or similar agreements; (b) to cooperate with ASSIGNEE in every way possible in obtaining evidence and going forward in any such proceedings; and (c) to perform all other affirmative acts which may be necessary or desirable to obtain a grant of a valid patent for said invention in any country throughout the world.

(2) ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and the appropriate officials in any other country, to issue and all Patents that may be granted upon any patent application or any additional, continuing or divisional applications thereof to ASSIGNEE, its successors and assigns.

(3) ASSIGNOR hereby covenants and warrants that ASSIGNOR has full right to convey the entire right, title and interest by this instrument, free of any encumbrances and that no other agreement has been or will be executed in conflict herewith.

(4) ASSIGNOR hereby grants to the law firm of PATZIK, FRANK & SAMOTNY LTD. of Chicago, Illinois, authority and power to insert on this instrument and further identification which may be necessary or desirable for purposes of recordation in the United States Patent Office or the Patent Office of any foreign country.

ASSIGNOR

Date: 11/2, 2009

Name of inventor:


Thomas Rubio