### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Gary Allan Kemp II	08/24/2000
Jens-Uwe Schluetter	08/25/2000
Harris Brumfield	09/19/2000

#### RECEIVING PARTY DATA

Name:	Trading Technologies International, Inc.	
Street Address:	222 South Riverside Plaza	
Internal Address:	Suite 1100	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	

## PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	11585905	

#### **CORRESPONDENCE DATA**

Fax Number: (312)913-0002

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: docketing@mbhb.com

MBHB/TRADING TECHNOLOGIES Correspondent Name: Address Line 1: 300 SOUTH WACKER DRIVE

Address Line 2: **SUITE 3200** 

Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	07-1021-US-CON4
NAME OF SUBMITTER:	Daniel P. Williams

Total Attachments: 3

**REEL: 023470 FRAME: 0215** 

**PATENT** 501006543

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#### ASSIGNMENT AND AGREEMENT

WHEREAS, Gary Allan Kemp II of 335 Fairview Avenue, Winnetka, IL 60093, and Jens-Uwe Schluetter of 2320 Grey, Evanston, IL 60201 Harris Brumfield of 1840 Cleveland, Chicago, IL 60614, (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled CLICK BASED TRADING WITH INTUITIVE GRID DISPLAY OF MARKET DEPTH (Atty. Dkt. No. 024051/0135) for which an application for United States Letters Patent was filed on June 9, 2000 as Application No. 09/590692; and

WHEREAS, Trading Technologies International, Inc., a corporation duly organized and existing under the laws of the State of Illinois, and having its principal place of business at 1603 Orrington Avenue, Suite 1300, Evanston, IL 60201 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and

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protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Foley & Lardner the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this $24^{\circ}$ day of $Avost$ , $20_{\circ}$ .
Gary Allan Kemp II
State of IUUNCUS
County of Cock )ss.
On this 04-day of August, 2000, before me, a notary public in and for said county, appeared
Gary Allan Kemp II, who is personally known to me to be the same person whose name is subscribed to the foregoing
instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.
"OFFICIAL SEAL" TINATON MATRONSKY
NOTAE SELLINOIS My Commission Expires: 4/2/2002 My Commission Expires:

"OFFICIAL SEAL"
TINA M. YAROVSKY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/2/2002

Atty. Dkt. No. 024051/0135

Executed this 25 day of Rugus	±, 20 <u>00</u> .
	5/5/5
State of ((())) ss.  County of ()	Jens-Uwe Schluetter
Jens-Uwe Schluette, who is personally known to me to be the instrument, and he/she acknowledged that he/she signed, sea voluntary act for the uses and purposes therein set forth.	before me, a notary public in and for said county, appeared the same person whose name is subscribed to the foregoing led, and delivered the said instrument as his/her free and
"OFFICIAL SEAL" TINA M. YAROVSKY NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4/2/2002	My Commission Expires: 42/0002
(Seal)	
Harris Brumfield, who is personally known to me to be the sa instrument, and he/she acknowledged that he/she signed, se voluntary act for the uses and purposes therein set forth.	Harris Brumfield  The before me, a notary public in and for said county, appeared ame person whose name is subscribed to the foregoing aled, and delivered the said instrument as his/her free and  Acceptable Acceptable  Notary Fublic  My Commission Expires: 61270/
(Seal)	OFFICIAL SEAL }

OFFICIAL SEAL
GAYLE A HALLEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/27/01

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**PATENT** 

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**RECORDED: 11/04/2009**