

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Lava Trading, Inc.	12/31/2009
RECEIVING PARTY DATA	
Name:	LavaFlow, Inc.
Street Address:	95 Morton Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10014
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6278982
Application Number:	10348540
Application Number:	11759698
CORRESPONDENCE DATA	
Fax Number:	(212)801-6400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2128019200
Email:	lucasch@gtlaw.com
Correspondent Name:	GREENBERG TRAUIG, LLP
Address Line 1:	Met Life Building
Address Line 2:	200 Park Avenue
Address Line 4:	New York, NEW YORK 10166
ATTORNEY DOCKET NUMBER:	069304.010200
NAME OF SUBMITTER:	Christine Lucas

Total Attachments: 5
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment"), is made and entered into as of December 31, 2009, by and between LAVA TRADING, INC. ("Assignor"), in favor of LAVAFLOW, INC. ("Assignee"), for its benefit. Assignor and Assignee are collectively referred to herein as the "Parties" and each individually as a "Party."

WITNESSETH:

WHEREAS, Assignor is the record owner of the patents and patent applications listed in Schedule I hereto (all such patents and patent applications referred to collectively as the "Assigned Patent Rights");

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, any and all of Assignor's right, title and interest in, to and under the Assigned Patent Rights, including, without limitation, all past and present goodwill associated therewith or symbolized thereby, all common law rights and contractual rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned Patent Rights and all records and files to the extent related thereto, together with the right to sue and recover damages for all causes of action (either in law or equity) for future, present or past infringements thereof and to fully and entirely stand in the place of Assignor in all matters related thereto. The assignments contemplated herein are meant to be absolute assignments and not by way of security.

2. Further Assurances. Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required or desirable to effect the terms of this Assignment and to record and perfect the interest of Assignee in and to the Assigned Patent Rights, and shall not enter into any agreement in conflict with this Assignment.

3. No Warranties. Assignor makes no warranties, express or implied, with respect to the Assigned Patent Rights.

4. Recordation. The Parties agree that Assignee may record this Assignment in the United States Patent and Trademark Office, the Canadian Intellectual Property Office, the Japan Patent Office, the UK Intellectual Property Office, the European Patent Office, or any other government office and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Assigned Patent Rights.

5. Miscellaneous. Except to the extent the mandatory provisions of the United States Bankruptcy Code apply, this Assignment shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by the Parties hereto. The failure of any Party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective Parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute on and the same instrument.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written by their respective officers thereunto duly authorized.

LAVA TRADING, INC.

By: _____

Name:

Title:

LAVA FLOW, INC.

By: _____

Name:

Title:

Patent Assignment Agreement

PATENT
REEL: 023810 FRAME: 0252

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written by their respective officers thereunto duly authorized.

LAVA TRADING, INC.

By: Thomas San Pietro
Name: THOMAS SAN PIETRO
Title:

LAVA FLOW, INC.

By: _____
Name:
Title:

Patent Assignment Agreement

PATENT
REEL: 023810 FRAME: 0253

SCHEDULE I
ASSIGNED PATENTS

Patent	Country	Reg. No. / Date	Appl. No. / Filed
SECURITIES TRADING SYSTEM FOR CONSOLIDATION OF TRADING ON MULTIPLE ECNS AND ELECTRONIC EXCHANGES	US	6278982 8/21/2001	09/296096 09/14/2004
SECURITIES TRADING SYSTEM FOR CONSOLIDATION OF TRADING ON MULTIPLE ECNS AND ELECTRONIC EXCHANGES	Canada	2370789 8/19/2008	2370769 4/20/2000
SECURITIES TRADING SYSTEM FOR CONSOLIDATION OF TRADING ON MULTIPLE ECNS AND ELECTRONIC EXCHANGES	Japan		2005-69370 4/20/2000
AUTOMATED SYSTEM FOR ROUTING ORDERS FOR FINANCIAL INSTRUMENTS BASED UPON UNDISCLOSED LIQUIDITY	US		10/348540 1/21/2003
AUTOMATED SYSTEM FOR ROUTING ORDERS FOR FINANCIAL INSTRUMENTS BASED UPON UNDISCLOSED LIQUIDITY	Canada		2513776 12/11/2003
CROSS-TRADING SYSTEM	EPO		05731472.6 3/31/2005
TRADING SYSTEM AND METHOD	US		11/759698 6/7/2007