

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CAKE FINANCIAL CORPORATION	01/13/2010
RECEIVING PARTY DATA	
Name:	E*TRADE FINANCIAL CORPORATION
Street Address:	135 E. 57th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12497500
CORRESPONDENCE DATA	
Fax Number:	(713)238-8008
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7132388000
Email:	jringer@conleyrose.com
Correspondent Name:	CONLEY ROSE, P.C., Tim D. Chheda, Esq.
Address Line 1:	P. O. Box 3267
Address Line 4:	Houston, TEXAS 77253-3267
ATTORNEY DOCKET NUMBER:	1991-04315
NAME OF SUBMITTER:	Tim D. Chheda
Total Attachments: 11 source=ASSIGNMENT OF PATENTS#page1.tif source=ASSIGNMENT OF PATENTS#page2.tif source=ASSIGNMENT OF PATENTS#page3.tif source=ASSIGNMENT OF PATENTS#page4.tif source=ASSIGNMENT OF PATENTS#page5.tif	

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT OF PATENTS

IN CONSIDERATION OF good and valuable consideration, receipt of which is hereby acknowledged, Cake Financial Corporation, a Delaware Corporation (hereinafter referred to as "Assignor") does hereby sell, transfer, set over and assign unto:

ASSIGNEE: E*TRADE Financial Corporation, a Delaware Corporation

Assignee Address: 500 Third Street, Suite 260, San Francisco, CA, 94107

and Assignee's successors, assigns, or nominees, all of its full and entire right, title and interest, in all countries throughout the world, including all rights Assignor has now or would have had if this assignment had not been made, including but not limited to the right to sue for and collect past damages and the rights to claim convention priority, in and to the patents and/or applications listed in the attached **Schedule A**, and any and all inventions disclosed in each of such patents and applications.

Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

Assignor agrees to promptly provide Assignee, at its request, with all pertinent facts and documents relating to said patents and inventions, as may be known or accessible, and will testify, at Assignee's expense, as to the same in any interference, litigation or proceeding related thereto.

[Signatures on next page]

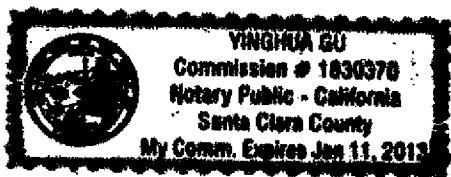
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

On 1/28/2010 before me, Yinghua Gu, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Steven Andrew Carpenter
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Signature Page to Assignment of Patents

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Assignor also hereby grants the law firm of [] and its partners the power to insert on this Assignment any further information which may be necessary or desirable in order to comply with all applicable legal requirements, including the rules of the United States Patent & Trademark Office, for submitting and recording this Assignment.

ASSIGNOR: CAKE FINANCIAL CORPORATION

By: Steven A. Carpenter

TITLE:

SIGNATURE: [Signature] DATE: 1/13/10

SIGNED AT (City & State): San Francisco, CA

CITIZENSHIP: United States of America

ADDRESS:

STATE OF California

COUNTY OF Santa Clara

On this the 28 day of January, 2010, before me personally came the above named Steven Andrew Carpenter to me personally known (or who produced as identification ☐ his/her driver's license, or ☒ D2 # B7599358) as the duly authorized officer of, who executed the foregoing Assignment on its behalf, and acknowledged to me that he/she executed the same of his/her own free will for the purposes set forth therein.

[Signature]

Notary Public, State of California

My Commission expires: 1/11/2013

Schedule A
List of Patents Assigned

Application No.	Patent No.	Patent Title	Date Filed	Patent Owner
11/796,977	US 2007/0282730 A1	Consolidation, Sharing and Analysis of Investment Information	April 30, 2007	Steven A. Carpenter, Douglas E. Reed, Sven Junkergard
11/796,884	US 2007/0282729 A1	Consolidation, Sharing and Analysis of Investment Information	April 30, 2007	Steven A. Carpenter, Douglas E. Reed, Sven Junkergard
11/796,760	US 2007/0282728 A1	Consolidation, Sharing and Analysis of Investment Information	April 30, 2007	Steven A. Carpenter, Douglas E. Reed, Sven Junkergard
12/420,040	Not yet published	Systems and Methods for Ranking Investors and Rating Investment Positions	April 7, 2009	Steven A. Carpenter, Manu Sharma, Sven Junkergard
12/420,043	Not yet published	Systems and Methods for Ranking Investors and Rating Investment Positions	April 7, 2009	Steven A. Carpenter, Manu Sharma, Sven Junkergard
12/497,500	Not yet published	Systems and Methods for Providing Investment Performance Data to Investors	July 2, 2009	Steven A. Carpenter, Manu Sharma, Sven Junkergard
12/497,513	Not yet published	Systems and Methods for a Cross-Linked Investment Trading Platform	July 2, 2009	Steven A. Carpenter, Manu Sharma, Sven Junkergard
61/167,519		Systems and Methods for Recommending Investment Positions to Investors	April 7, 2009	Steven A. Carpenter, Manu Sharma, Sven Junkergard

REGISTERED INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS REGISTERED INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated January 13, 2010 (the "*Assignment*") is by and between Cake Financial Corporation, a Delaware corporation ("*Assignor*"), and E*TRADE Financial Corporation, a Delaware corporation ("*Assignee*"). Each capitalized term used but not defined herein shall have the meaning ascribed to such term in that Software Purchase Agreement, dated as of January 13, 2010, between the Assignor and Assignee (the "*Purchase Agreement*").

WITNESSETH

WHEREAS, Assignor and Assignee are parties to the Purchase Agreement, pursuant to which Assignor has agreed to sell, transfer and assign to Assignee, and Assignee has agreed to accept and assume from Assignor, the Acquired Assets, including the Registered IP Assignments (as defined in Section 2.5(a) of the Purchase Agreement); and

WHEREAS, this Assignment is entered into in connection with the Assignor's issuance of a Bill of Sale in order to provide to Assignee a recordable instrument and to supplement and perfect the transfer of the Registered IP Assignments.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby irrevocably sell, assign, transfer, convey, set over, and deliver to Assignee, in perpetuity and throughout the world, the entire right, title, and interest in and to any and all of the Registered IP Assignments, including, without limitation all associated goodwill of the Business, the patents, patent applications, copyrights, registered copyrights, trademarks, trademark applications, and any and all other intellectual property of the Assignor, including, without limitation, all claims for damages by reason of any past infringement of such Registered IP Assignments and the right to sue for and recover damages for any past, present or future infringement of such Registered IP Assignments, said Registered IP Assignments to be held and enjoyed by Assignee or its designee(s) as entirely as the same would have been held and enjoyed by the Assignor had this sale, assignment and transfer not been made. Assignor acknowledges that Assignor shall not have any further right, title or interest in or to any of the Registered IP Assignments, including without limitation any licenses to any Registered IP Assignments, and that any further modification, improvement or invention by Assignee based on or in connection with the Registered IP Assignments shall be solely owned by Assignee.

Assignor does hereby further agree and promise to execute all instruments and render all such assistance as Assignee may request in order to make and prosecute any and all applications on said Registered IP Assignments or to confirm in Assignee or its designee(s) legal title to said Registered IP Assignments and all rights attendant or pertinent to said Registered IP Assignments.


Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney-in-fact, with full power of substitution, in Assignor's name and stead, to take any

and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

This Assignment shall be governed and construed in accordance with the laws of the State of New York, without regard to the applicable principles of conflict of laws.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

E*TRADE FINANCIAL CORPORATION

By:  _____

Name: AYMAN ABUKHATIR

Title: SVP, Software Engineering

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

CAKE FINANCIAL CORPORATION

By:  _____

Name:  _____

Title:  CEO _____

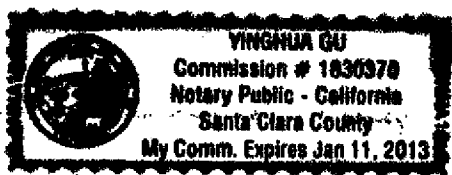
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara }

On 1/28/2010 before me, Yinghua Gu, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Steven Andrew Carpenter
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Signature Page to Registered JP Assignment Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

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Signer's Name: _____

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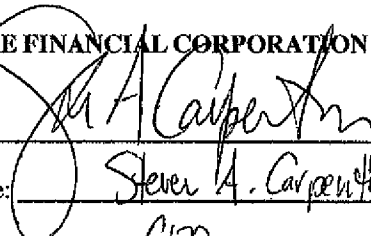
IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

CAKE FINANCIAL CORPORATION

By: _____

Name: _____

Title: _____


Steven A. Carpenter
CEO

[SIGNATURE PAGE TO REGISTERED INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

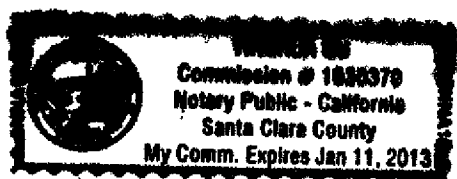
On 11/28/2010 before me, Yinghua Gu, Notary Public

personally appeared Steven Andrew Carpenter

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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