

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
WIT CAPITAL CORPORATION	07/13/2004
<b>RECEIVING PARTY DATA</b>	
Name:	CHARLES SCHWAB & CO., INC.
Street Address:	101 MONTGOMERY STREET
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94104
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12755047
<b>CORRESPONDENCE DATA</b>	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	74577-086
NAME OF SUBMITTER:	Todd A. Gerety
Total Attachments: 2 source=74577-086.2#page1.tif source=74577-086.2#page2.tif	

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**PATENT**  
**REEL: 025216 FRAME: 0253**

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment is made on this 13<sup>th</sup> day of July, 2004 by and between Wit Capital Corporation ("Assignor"), and Charles Schwab & Co. Inc. ("Assignee").

WHEREAS, Assignor wishes to assign Intellectual Property identified on the attached Schedule to Assignee, and Assignee wishes to accept the assignment of such Intellectual Property.

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, and sets over unto the Assignee, its lawful successors and assigns, effective as of the date hereof, all right, title, and interest in and to the Intellectual Property, and all division, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such applications, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof, and hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent of this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment, including the right to seek and obtain for Assignees' own benefit injunctive relief and recovery of damages for any past and/or future infringements, including enhanced damages and/or attorney's fees for willful infringement. Assignor covenants with Assignee, its successors and assigns, that the rights, title and interest in and to the Intellectual Property herein conveyed are free and clear of any encumbrance, that no assignment, sale, or agreement has been or will be made or entered into which would conflict with this Assignment and that Assignor has the full right to convey the same as herein expressed.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment to be executed as set forth below. The undersigned (whose title appears below) is empowered to sign this Assignment on behalf of the Assignor.

ASSIGNOR: Wit Capital Corporation

By: 

Name: GERARD P. MAUS

Title: Chief Financial Officer

**Schedule**

<b>U.S. Application or Patent Number</b>	<b>Filing Date</b>	<b>First-Named Inventor</b>	<b>Title</b>
09/292,552	15 APR 99	Mauro et al.	Computer Trading System, Method and Interface
6,408,282	15 APR 99	Buist	System and Method for Conducting Securities Transactions over a Computer Network