

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Blackbird Holdings, Inc.	08/04/2011

RECEIVING PARTY DATA

Name:	GFINet, Inc.
Street Address:	55 WATER STREET
City:	New York
State/Country:	NEW YORK
Postal Code:	10041

PROPERTY NUMBERS Total: 23

Property Type	Number
Patent Number:	7571136
Application Number:	11175585
Patent Number:	6996540
Application Number:	11697355
Patent Number:	7689497
Application Number:	11541515
Patent Number:	6317727
Patent Number:	6421653
Application Number:	10006151
Application Number:	09169767
Application Number:	10166565
Application Number:	10408764
Application Number:	10277624
Application Number:	10377254
Application Number:	10395710

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Application Number:	12692253
Application Number:	12692302
Application Number:	12782276
Patent Number:	7761368
Application Number:	09859901
Application Number:	11739497
Application Number:	11467672
Application Number:	09879372

CORRESPONDENCE DATA

Fax Number: (212)728-9673
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2127288673
Email: mhungate@willkie.com
Correspondent Name: Meghan Hungate
Address Line 1: 7877th Ave
Address Line 2: Willkie Farr & Gallagher
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 116902/00021/MMH

NAME OF SUBMITTER: Meghan M. Hungate

Total Attachments: 16
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment") is made as of August 4, 2011 by and between WAYNE SIGMON, as chapter 7 trustee for Blackbird Holdings, Inc., a Delaware corporation ("Assignor"), and GFINET, INC., a Delaware corporation ("Assignee").

RECITALS

1. Assignor and Assignee are parties to that certain Amended and Restated Asset Purchase Agreement dated July 6, 2011 (the "Purchase Agreement"), pursuant to which Assignee agreed to acquire, and Assignor agreed to sell, the patent, copyright and trademark assets of Assignor as described in the Purchase Agreement;

2. Assignor owns (i) the Patents (as defined below) identified on Schedule A hereto and desires to assign the Patents (as defined below) to Assignee, (ii) the Copyrights (as defined below) identified on Schedule B hereto and desires to assign the Copyrights (as defined below) to Assignee, and (iii) the Trademarks (as defined below) identified on Schedule C hereto and desires to assign the Trademarks (as defined below) to Assignee ; and

3. Assignee desires to accept such assignment of the Patents, the Copyrights, and the Trademarks (each as defined below).

NOW, THEREFORE, in consideration of the premises above and the mutual representations, warranties, covenants, agreements and conditions herein contained, and for other good and valuable consideration, including the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is and are hereby mutually acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Assignment of Patents. Assignor assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives all of Assignor's right, title and interest in and to all United States and foreign patents (including expired patents or patents that lapsed for non-payment of maintenance fees) and applications (including abandoned applications) therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof (and including, without limitation, all goodwill associated therewith, all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing), and any and all other rights and interests arising out of, in connection with or in relation to the same (including, without limitation, all moral and economic rights of authors and inventors, however denominated)), used or held for use by Assignor or which is used or held for use by any of Assignor's Affiliates (including those set forth on Schedule A, the "Patents"). Assignor agrees to take such further actions, including, without limitation, the prompt execution and delivery of such documents in recordable form, as may be

reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Patents.

2. Assignment of Copyrights. Assignor assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives all of Assignor's right, title and interest in and to all United States and foreign works of authorship (whether copyrightable or not), copyrights, copyright registrations and applications therefor throughout the world (and including, without limitation, all goodwill associated therewith, all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing), and any and all other rights and interests arising out of, in connection with or in relation to the same (including, without limitation, all moral and economic rights of authors and inventors, however denominated)), used or held for use by Assignor or which is used or held for use by any of Assignor's Affiliates (including those set forth on Schedule B, the "Copyrights"). Assignor agrees to take such further actions, including, without limitation, the prompt execution and delivery of such documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Copyrights.

3. Assignment of Trademarks. Assignor assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives all of Assignor's right, title and interest in and to all United States and foreign internet uniform resource locators, domain names, trade names, logos, slogans, designs, trade dress, common law trademarks and service marks, trademark and service mark and trade dress registrations and applications therefor throughout the world (and including, without limitation, all goodwill associated therewith, all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing), and any and all other rights and interests arising out of, in connection with or in relation to the same (including, without limitation, all moral and economic rights of authors and inventors, however denominated)), used or held for use by Assignor or which is used or held for use by any of Assignor's Affiliates (including those set forth on Schedule C, the "Trademarks"). Assignor agrees to take such further actions, including, without limitation, the prompt execution and delivery of such documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Trademarks.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of North Carolina.

5. Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Assignor or Assignee contained in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

7. Effective Date. This Assignment is expressly made NUNC PRO TUNC, this Assignment to have the same legal force and effect as if executed on June 2, 2011.

8. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

Wayne Sigmon
Trustee

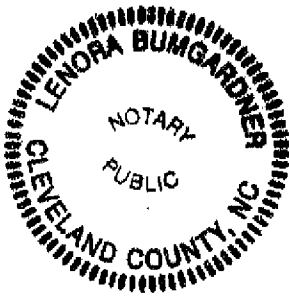
STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, a Notary Public of the Cleveland County and State aforesaid, certify that WAYNE SIGMON personally appeared before me this day and signed and executed the foregoing instrument.

Witness my hand and notarial seal this 4TH day of AUGUST, 2011.

Lenora Bumgardner
Notary Public

My commission expires: 9/15/2012



ASSIGNEE:

GFinet, Inc.

By: _____
Name: Scott Pintoff
Title: General Counsel

STATE OF _____
COUNTY OF _____

I, a Notary Public for said County and State aforesaid, certify that Scott Pintoff personally appeared before me this day and acknowledged that he is General Counsel of GFINET, INC. and is an officer duly authorized to execute the foregoing instrument on behalf of Assignee and who signed and executed the foregoing instrument on behalf of Assignee.

Witness my hand and notarial seal this the _____ day of _____, 2011.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

Wayne Sigmon

STATE OF NORTH CAROLINA
COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that WAYNE SIGMON personally appeared before me this day and signed and executed the foregoing instrument.

Witness my hand and notarial seal this _____ day of _____, 2011.

Notary Public

My commission expires: _____

ASSIGNEE:

GFINet, Inc.

By: [Signature]
Name: Scott Pintoff
Title: General Counsel

STATE OF New York
COUNTY OF New York

I, a Notary Public for said County and State aforesaid, certify that Scott Pintoff personally appeared before me this day and acknowledged that he is General Counsel of GFINET, INC. and is an officer duly authorized to execute the foregoing instrument on behalf of Assignee and who signed and executed the foregoing instrument on behalf of Assignee.

Witness my hand and notarial seal this the 4th day of August, 2011.

[Signature]
Notary Public

My commission expires: October 6, 2014

CHRISTOPHER D'ANTUONO
Notary Public, State of New York
No. 02-DA6075470
Qualified in New York County
Commission Expires October 6, 2014
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{00199925 v 3}

SCHEDULE A*Patents*

Family ID	Patent	Owner	Country	Pat. No. / Pub. No.
31926249	Methods for risk portfolio management within an electronic trading system	Blackbird Holdings, Inc.	US	7,571,136
31926249	Systems and methods for performing two-way one-to-many and many-to-many auctions for financial instruments	Blackbird Holdings, Inc.	US	2006-0095363
31926249	Systems for switch auctions utilizing risk position portfolios of a plurality of traders	Blackbird Holdings, Inc.	US	6,996,540
31926249	Systems for risk portfolio management	Blackbird Holdings, Inc.	US	2007-0288346
31926249	Switch engine for risk position discovery in an electronic trading system	Blackbird Holdings, Inc.	US	7,689,497
31926249	Systems, methods and computer program products for electronic trading of financial instruments	Blackbird Holdings, Inc.	US	2007-0219882
31926249	Systems, methods and computer program products for electronic trading of financial instruments	Blackbird Holdings, Inc.	US	6,317,727
31926249	Systems, methods and computer program products for electronic trading of financial instruments	Blackbird Holdings, Inc.	US	6,421,653
31926249	Systems, methods and computer program products for monitoring credit risks in electronic trading systems	Blackbird Holdings, Inc.	US	2002-0099651
31926249	Systems, methods and computer program products for subject-based addressing in an electronic trading system	Blackbird Holdings, Inc.	US	2002-0138390
31926249	Systems, methods and computer program products for electronic trading of financial instruments	Blackbird Holdings, Inc.	US	2003-0093360
31926249	Methods for risk portfolio management within an electronic trading system	Blackbird Holdings, Inc.	US	2003-0220868
31926249	Systems, methods and computer	Blackbird	US	2003-

Family ID	Patent	Owner	Country	Pat. No. / Pub. No.
	program products for subject-based addressing in an electronic trading system	Holdings, Inc.		0229571
31926249	Switch engine for risk position discovery in an electronic trading system	Blackbird Holdings, Inc.	US	2004-0015430
31926249	Systems for risk portfolio management	Blackbird Holdings, Inc.	US	2004-0015431
31926249	Systems and methods for performing two-way one-to-many and many-to-many auctions for financial instruments	Blackbird Holdings, Inc.	US	2010-0179902
31926249	Systems, methods and computer program products for electronic trading of financial instruments	Blackbird Holdings, Inc.	US	2010-0185559
31926249	Systems for risk portfolio management	Blackbird Holdings, Inc.	US	2010-0299239
31926249	Systems, methods and computer program products for electronic trading of financial instruments	Blackbird Holdings, Inc.	WO	1999-019821
31926249	Systems, methods and computer program products for electronic trading of financial instruments	Blackbird Holdings, Inc.	AU	1999-12703
31926249	Systems, methods and computer program products for electronic trading of financial instruments	Blackbird Holdings, Inc.	AU	762863
31926249	Systems, methods and computer program products for electronic trading of financial instruments	Blackbird Holdings, Inc.	CA	2305736
31926249	Systems, methods and computer program products for electronic trading of financial instruments	Blackbird Holdings, Inc.	EP	1023684
31926249	Systems, methods and computer program products for electronic trading of financial instruments	Blackbird Holdings, Inc.	JP	2001-520421
3715561	Systems and methods for conducting derivative trades electronically	Blackbird Holdings, Inc.	US	7,761,368
3715561	Systems and methods for conducting derivative trades electronically	Blackbird Holdings, Inc.	US	2002-0002530

Family ID	Patent	Owner	Country	Pat. No. / Pub. No.
3715561	Systems and methods for conducting derivative trades electronically	Blackbird Holdings, Inc.	US	2007-0282733
3715561	Systems and methods for conducting derivative trades electronically	Blackbird Holdings, Inc.	WO	2001-088820
3715561	Systems and methods for conducting derivative trades electronically	Blackbird Holdings, Inc.	AU	2001-61727
3715561	Systems and methods for conducting derivative trades electronically	Blackbird Holdings, Inc.	AU	2001-261727
3715561	Systems and methods for conducting derivative trades electronically	Blackbird Holdings, Inc.	CA	2409413
3715561	Systems and methods for conducting derivative trades electronically	Blackbird Holdings, Inc.	EP	1285382
3715561	Systems and methods for conducting derivative trades electronically	Blackbird Holdings, Inc.	JP	2003-533793
3776547	Systems and methods for reverse auction of financial instruments	Blackbird Holdings, Inc.	US	2007-0239591
3776547	Systems and methods for reverse auction of financial instruments	Blackbird Holdings, Inc.	US	2002-0116317
3776547	Systems and methods for reverse auction of financial instruments	Blackbird Holdings, Inc.	WO	2001-095226
3776547	Systems and methods for reverse auction of financial instruments	Blackbird Holdings, Inc.	AU	2001-66866
3776547	Systems and methods for reverse auction of financial instruments	Blackbird Holdings, Inc.	CA	2382139
3776547	Systems and methods for reverse auction of financial instruments	Blackbird Holdings, Inc.	EP	1290607
3776547	Systems and methods for reverse auction of financial instruments	Blackbird Holdings, Inc.	JP	2003-536146

SCHEDULE B

Copyrights

(see attached)

Registered Copyrights

Title	Copyright Registration No.	Copyright Document Recordation No.
Blackbird System: The User's Guide	TX 4-986-274	V3586D068
Blackbird Trading System	TX 4-987-782	V3586D068

SCHEDULE C

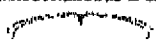
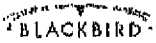
Trademarks

(see attached)

Registered United States Trademarks

Trademark & Logo	Reg. No.	Reg. Date	Int'l Classes	Goods/Services	Owner
SYMBOLOLOGY SYMBOLOLOGY	2,567,789	May 7, 2002	36	financial and investment services, namely, research, analysis, management, consultation, authentication, calculation, execution, trade matching, credit and risk evaluation; and providing, receiving, and processing financial and investment information by electronic means via computer networks	Blackbird Holdings, Inc. (Delaware Corporation) 112 South Tryon Street, 18th floor Charlotte, NC 28284
RISKEQUIVALENTS RISKEQUIVALENTS	2,480,991	August 21, 2001	36	financial and investment services, namely, research, analysis, management, consultation, authentication, calculation, execution, trade matching, credit and risk evaluation; and providing, receiving, and processing financial and investment information by electronic means via computer networks	Blackbird Holdings, Inc. (Delaware Corporation) 112 South Tryon Street, 18th floor Charlotte, NC 28284
CREDITPREFERENCES CREDITPREFERENCES	2,567,791	May 7, 2002	36	financial and investment services, namely, research, analysis, management, consultation, authentication, calculation, execution, trade matching, credit and risk evaluation; and providing, receiving, and processing financial and investment information by electronic means via computer networks	Blackbird Holdings, Inc. (Delaware Corporation) 112 South Tryon Street, 18th floor Charlotte, NC 28284
SYMBOLEXPLODE SYMBOLEXPLODE	2,652,156	November 19, 2002	36	financial and investment services, namely, research, analysis, management, consultation, authentication, calculation, execution, trade matching, credit and risk evaluation; and providing, receiving, and processing financial and investment information by electronic means via computer networks	Blackbird Holdings, Inc. (Delaware Corporation) 112 South Tryon Street, 18th floor Charlotte, NC 28284

Registered United States Trademarks (continued)

Trademark & Logo	Reg. No.	Reg. Date	Int'l Classes	Goods/Services	Owner
TERMNEGOTIATION	2,497,255	October 9, 2001	9	computer software, namely, an electronic trading platform allowing users to trade securities, currencies, and financial instruments on line and computer software for recording, researching, analyzing, database management, authenticating, calculating, executing, trade matching, credit and risk evaluation of data in the financial and investment industries	Blackbird Holdings, inc. (Delaware Corporation) 112 South Tryon Street, 18th floor Charlotte, NC 28284
Miscellaneous Design 	2,643,743	October 29, 2002	9, 36	9 - computer software, namely, an electronic trading platform allowing users to trade securities, currencies, and financial instruments on line, and software for recording, researching, analyzing, data base management, authenticating, calculating, executing, trade matching, credit and risk evaluation of data in the financial and investment industries 36 - financial and investment services, namely, research, analysis, management, consultation, authentication, calculation, execution, trade matching, credit and risk evaluation; and providing, receiving, and processing financial and investment information by electronic means via computer networks	Blackbird Holdings, Inc. (Delaware Corporation) 112 South Tryon Street, 18th floor Charlotte, NC 28284
BLACKBIRD (and Design) 	2,643,744	October 29, 2002	9, 36	9 - computer software, namely, an electronic trading platform allowing users to trade securities, currencies, and financial instruments on line, and software for recording, researching, analyzing, data base management, authenticating, calculating, executing, trade matching, credit and risk evaluation of data in the financial and investment industries 36 - financial and investment services, namely, research, analysis, management, consultation, authentication, calculation, execution, trade matching, credit and risk evaluation; and providing, receiving, and processing financial and investment information by electronic means via computer	Blackbird Holdings, Inc. (Delaware Corporation) 112 South Tryon street, 18th floor Charlotte, NC 28284

networks

Registered United States Trademarks (continued)

Trademark & Logo	Reg. No.	Reg. Date	Int'l Classes	Goods/Services	Owner
ECFO ECFO	2,945,421	May 3, 2005	9, 36	<p>9 - Computer software platforms for use in trading securities, currencies, and financial instruments online; computer software for use in database management in the financial and investment industries; computer software for use in the design, creation and management of financial and investment strategies</p> <p>36 - Financial and investment research, financial and investment analysis, financial and investment management; financial and investment consultation; financial and investment information processing; fiscal assessment and evaluation of credit and risks; providing financial and investment information by electronic means via computer networks; financial trading services for others, namely, trade matching services for the offering, matching, buying and selling of financial instruments by electronic means via computer networks</p>	Blackbird Holdings, Inc. (Delaware Corporation) 112 South Tryon Street, 18th floor Charlotte, NC 28284
BLACKBIRD	3,555,754	January 6, 2009	9, 36	<p>9 - computer software, namely, an electronic trading platform allowing users to trade securities, currencies, and financial instruments on line, and software for recording, researching, analyzing, data base management, authenticating, calculating, executing, trade matching, credit and risk evaluation of data in the financial and investment industries</p> <p>36 - financial and investment services, namely, research, analysis, management, consultation, authentication, calculation, execution, trade matching, credit and risk evaluation; and providing, receiving, and processing financial and investment information by electronic means via computer networks</p>	Blackbird Holdings, Inc. (Delaware Corporation) 831 East Morehead Street, Suite 900 Charlotte, NC 28202

Registered United States Trademarks (continued)

SWITCH ENGINE	3,829,893	August 10, 2010	9	computer software, namely, an electronic trading platform allowing users to trade securities, currencies, and financial instruments on line, and software for recording, researching, analyzing, data base management, authenticating, calculating, executing, trade matching, credit and risk evaluation of data in the financial and investment industries and user manuals sold as a unit therewith	Blackbird Holdings, Inc. (Delaware Corporation) 831 East Morehead Street, Suite 900 Charlotte, NC 28202
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