## 502218958 02/04/2013

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
THE BANK OF NEW YORK MELLON CORPORATION	08/18/2011

## **RECEIVING PARTY DATA**

Name:	THE BANK OF NEW YORK MELLON
Street Address:	One Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10286

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13682612

#### **CORRESPONDENCE DATA**

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Total Attachments: 2

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PATENT REEL: 029750 FRAME: 0267 .H \$40.00 1368261

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# **ASSIGNMENT**

WHEREAS, THE BANK OF NEW YORK MELLON CORPORATION (hereafter "ASSIGNOR"), a corporation organized and existing under and by virtue of the laws of Delaware, U.S.A., having an office at One Wall Street, New York, New York U.S.A. 10286, is the owner by previous assignment, dated April 14, 2004, of the entire undivided right, title and interest of Jonathan S. SPIRGEL and Laura S. MELMAN in and to an invention for new and useful improvements in or relating to "Systems and Methods for Securitizing a Commodity" for which an application for Letters Patent in the United States was filed on October 6, 2003 and assigned Application Number 10/680,589,

WHEREAS, a Continuation Application entitled "Systems and Methods for Securitizing a Commodity" for which an application for Letters Patent in the United States was filed on August 4, 2011 and assigned Application Number 13/198,472, and for which Assignor is the owner of an undivided right, title and interest in and to said application by said previous assignment;

WHEREAS, The Bank of New York Mellon (hereafter "ASSIGNEE"), a New York banking corporation organized and existing under and by virtue of the laws of New York, U.S.A., having an office at One Wall Street, New York, New York U.S.A. 10286, is desirous of acquiring the entire right, title and interest in and to said applications and the inventions therein described and claimed and any Letters Patents that may be issued upon said applications or for the improvements therein contained;

NOW THEREFORE, for and in consideration of good and valuable consideration received by Assignor, the receipt of which and sufficiency whereof are hereby acknowledged, <u>ASSIGNOR</u>, has sold, assigned and transferred and does hereby sell, assign and transfer unto <u>ASSIGNEE</u>, its successors and assigns, its entire undivided right, title and interest in and to the said applications and the inventions therein contained, including all rights of action and damages for past infringement, and including the right to apply for any Letters Patent in the United States of America and in all foreign countries on said inventions and including the right to claim the priority of the date of filing in the United States and any Letters Patents that may issue thereon, or therefor, in the United States and foreign countries and all reissues, extensions, renewals, divisions and continuations thereof, to the full end of the term or terms for which said Letters Patent may be issued, to be held and enjoyed by said <u>ASSIGNEE</u>, its successors and assigns the same as it would have been held and enjoyed by ASSIGNOR, if this assignment and sale had not been made.

AND, <u>ASSIGNOR</u>, hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all such Letters Patents to the <u>ASSIGNEE</u>, in accordance with this instrument of assignment.

ASSIGNOR, hereby represents and warrants that there are no rights or interests outstanding inconsistent with the rights and interests granted herein and that <u>ASSIGNOR</u>, will not execute any instrument or grant or transfer any rights or interests inconsistent therewith, and <u>ASSIGNOR</u>, binds

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itself and its heirs, executors, administrators, employees and legal representatives, as the case may be, to execute and deliver to <u>ASSIGNEE</u>, its successors and assigns, any further documents or instruments and do any and all further acts that may be deemed necessary by <u>ASSIGNEE</u>, its successors and assigns to file applications for the said improvements and invention in any country where it may elect to file such applications, and that may be necessary to vest in <u>ASSIGNEE</u>, its successors and assigns, the title herein conveyed, or intended so to be, and to enable such title to be recorded in the United States and foreign countries where such application or applications may be filed.

AND, <u>ASSIGNOR</u>, further covenants and agrees, in consideration of the premises, that it, its executors and administrators will, at any time upon request, communicate to the <u>ASSIGNEE</u>, its successors and assigns, any facts relating to the said invention and improvements and the history thereof, known to it or its successors and assigns, and that it will testify as to the same in any interference or other proceeding when requested to do so by the <u>ASSIGNEE</u>, its successors and assigns.

The undersigned hereby grants the law firm of Pillsbury Winthrop Shaw Pittman, LLP the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

IN TESTIMONY WHEREOF, <u>ASSIGNOR</u>, have hereunto set my hands this <u>18</u> th day of August, 2011.

THE BANK OF NEW YORK MELLON CORPORATION,

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Signature

Kurt D. Woetzel

Title: Chief Administrative Officer

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