

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Cantor Fitzgerald Securities	06/16/1999
RECEIVING PARTY DATA	
Name:	Cantor Fitzgerald, L.P.
Street Address:	135 East 57th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Name:	CFPH, LLC
Street Address:	135 East 57th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	1108032
Patent Number:	6963856
CORRESPONDENCE DATA	
Fax Number:	2123087537
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-610-3558
Email:	patentdocketing@cantor.com
Correspondent Name:	Andrew Hsu
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Address Line 2:	Cantor Fitzgerald, L.P., Innovation Div.
Address Line 4:	New York, NEW YORK 10022

CH \$80.00 1108032

ATTORNEY DOCKET NUMBER:	98-1007CIP-C2
NAME OF SUBMITTER:	Andrew Hsu
Signature:	/Andrew Hsu/
Date:	07/01/2013
Total Attachments: 4 source=98-1007_Executed_Assignment & License#page1.tif source=98-1007_Executed_Assignment & License#page2.tif source=98-1007_Executed_Assignment & License#page3.tif source=98-1007_Executed_Assignment & License#page4.tif	

C O N F I R M A T O R Y A S S I G N M E N T

WHEREAS, CANTOR FITZGERALD, L.P., a limited partnership, and CFPH, L.L.C., a limited liability company, both organized and existing under the laws of the State of Delaware and both having offices and places of business at One World Trade Center, New York, New York 10048, jointly obtained by assignment from Cantor Fitzgerald Securities all right, title, and interest in and to United States Patent Application No. 09/216,464, filed December 18, 1998, and the inventions disclosed therein, said assignment having an effective date of June 16, 1999 and having been recorded in the United States Patent and Trademark Office on August 23, 1999 at Reel 10188, Frames 419-22; and

WHEREAS, said Cantor Fitzgerald Securities is desirous of confirming the joint transfer of all right, title, and interest in and to said U.S. Patent Application No. 09/216,464 and said inventions to said CANTOR FITZGERALD, L.P., and said CFPH, L.L.C., their successors, assigns and legal representatives;

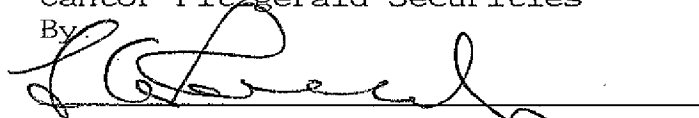
NOW, THEREFORE, be it known that for good and valuable consideration already received, the sufficiency of which is hereby acknowledged, Cantor Fitzgerald Securities hereby confirms that it has sold, assigned and transferred unto said CANTOR FITZGERALD, L.P., and said CFPH, L.L.C., their successors, assigns and legal representatives, as of June 16, 1999, all right, title and interest as joint owners in and to said inventions and any improvements thereon for all countries of the world, and in and to said U.S. Patent Application No. 09/216,464, including any continuations and divisions thereof, and any substitute applications therefor, and including the right to claim priority under the International Convention based on said patent application, and any patent which has issued or may issue thereon, and any reissues of the same;

and all right, title and interest in and to every patent application filed or to be filed on said inventions in any other country, including renewals, revivals, continuations and divisions thereof, and any substitute applications therefor, and any and all patents which may issue thereon, and any reissues and extensions of the same; and Cantor Fitzgerald Securities hereby authorizes and requests competent authorities to grant and issue any and all patents on said inventions to said CANTOR FITZGERALD, L.P., and said CFPH, L.L.C., their successors, assigns, and legal representatives, as the joint assignees of the interest therein; and Cantor Fitzgerald Securities further agrees to execute upon request of said CANTOR FITZGERALD, L.P., and said CFPH, L.L.C., their successors, assigns, and legal representatives, such additional documents, if any, as are necessary and proper to secure patent protection on said inventions throughout all countries of the world, and to otherwise give full effect to and perfect the rights of the assignees under this Assignment.

IN TESTIMONY WHEREOF, I have hereunto signed my name on the date indicated hereinafter.

Cantor Fitzgerald Securities

By



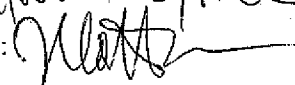
7-13-01

Date

Name: Francis G. Rushford

Title: Vice-President

(1) Witness

Name: Matthew T. Byrne
 Signature: 
 Date: 7/13/01

(2) Witness

Name:
 Signature:
 Date:

ASSIGNMENT AND LICENSE OF PATENT RIGHTS

WHEREAS, CANTOR FITZGERALD SECURITIES, a general partnership organized and existing under the laws of the state of New York, having a place of business at One World Trade Center, New York, New York (hereinafter called "CFS"), is the assignee of certain PATENT RIGHTS; and

WHEREAS, CANTOR FITZGERALD, L.P., a limited partnership organized and existing under the laws of the state of Delaware, having a place of business at One World Trade Center, New York, New York (hereinafter called "CFLP"), and CFPH, L.L.C., a limited liability company organized and existing under the laws of the state of Delaware, having a place of business at One World Trade Center, New York, New York (hereinafter called "CFPH") are desirous of acquiring all right, title and interest in and to such PATENT RIGHTS; and

WHEREAS, CFLP and CFPH are desirous of granting non-exclusive licenses to CFS under such PATENT RIGHTS, and CFS is desirous of obtaining non-exclusive licenses under such PATENT RIGHTS.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration hereinafter set forth, CFLP, CFPH and CFS agree as follows:

1. This Assignment And License Of Patent Rights (hereinafter called "this Agreement") shall have an effective date of June 16, 1999 (hereinafter called the "Effective Date").
2. "CFS Patents" shall mean any and all classes or types of patents and utility models of all countries of the world (including without limitation originals, divisionals, continuations, continuations-in-part, reexaminations or reissues), and applications therefor, that are owned or controlled by CFS as of the Effective Date.
3. CFS hereby assigns and transfers to CFLP and CFPH, jointly and severally, the entire right, title and interest in and to all CFS Patents, and all rights to sue and to recover thereon, including without limitation all claims and causes of action for, and all rights to sue for and to recover and retain damages and profits for past infringements of or unpaid royalties with respect to any CFS Patent; the same to be held and enjoyed by CFLP and CFPH, and each of their respective successors and assigns, as fully and entirely as the same would have been held and enjoyed by CFS, had this assignment not been made.
4. CFLP and CFPH hereby grant to CFS a non-exclusive, worldwide, non-transferrable, fully paid up license, without the right to sublicense, under the CFS Patents to make, have made, use, lease, offer to sell, sell or otherwise dispose of (either directly or indirectly) or import any product or method covered by any CFS Patent.
5. CFS may not assign this Agreement, or the licenses granted hereunder, to any third party without the prior written consent of CFLP and CFPH, which consent may not be unreasonably

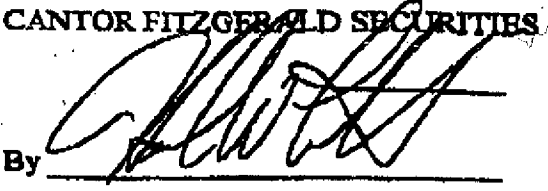
withheld, under any circumstances, including but not limited to change in ownership of CFS or the sale or transfer of the whole or any part of CFS's business or assets.

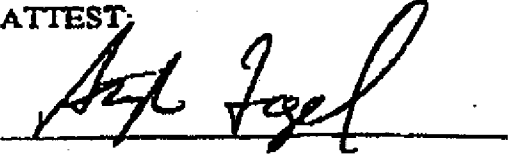
6. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

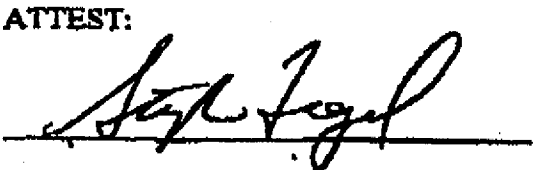
7. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and has priority over all documents, verbal consents and understandings made between CFLP, CFPH and CFS before the conclusion of this Agreement with respect to the subject matter hereof. None of the terms of this Agreement shall be amended or modified except in writing signed by the parties hereto.

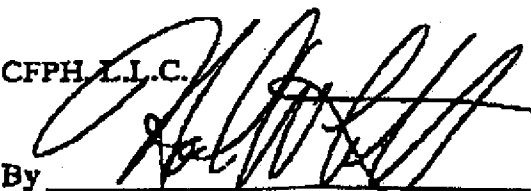
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

CANTOR FITZGERALD, L.P.
By 

CANTOR FITZGERALD SECURITIES
By 

ATTEST:


ATTEST:


CFPH, L.L.C.
By 

ATTEST:
