

## PATENT ASSIGNMENT

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| 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:  | One World Trade Center                   |
| City:  | New York                                 |
| State/Country:   | NEW YORK                                 |
| Postal Code:   | 10048                                    |
| Name:  | CFPH, LLC                                |
| Street Address:  | One World Trade Center                   |
| City:  | New York                                 |
| State/Country:   | NEW YORK                                 |
| Postal Code:   | 10048                                    |
| PROPERTY NUMBERS Total: 3  |  |
| Property Type  | Number                                   |
| Patent Number:   | 6560580                                  |
| Application Number:  | 10382527                                 |
| Application Number:  | 11760508                                 |
| 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                               |
| Address Line 1:  | 110 East 59th Street                     |
| Address Line 2:  | Cantor Fitzgerald, L.P., Innovation Div. |

CH \$120.00 6560580

Address Line 4: New York, NEW YORK 10022

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|-------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 96-1007-1    |
| NAME OF SUBMITTER:      | Andrew Hsu   |
| Signature:              | /Andrew Hsu/ |
| Date:                   | 07/01/2013   |

Total Attachments: 2  
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## 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.

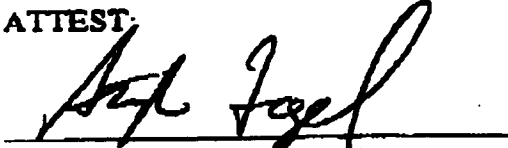
7. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and has priority over all documents, verbal consents and understandings made 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 

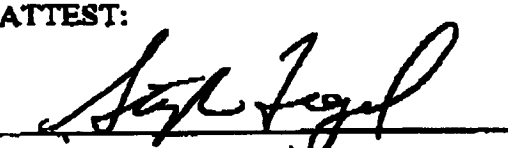
ATTEST:



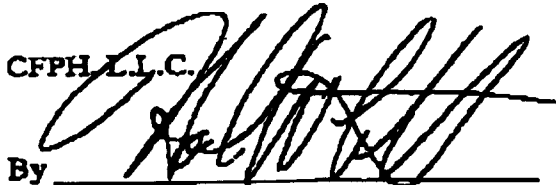
CANTOR FITZGERALD SECURITIES

By 

ATTEST:



CFPH, L.L.C.

By 

ATTEST:

