# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3194474

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
TRADEWEB MARKETS LLC	01/08/2005

# **RECEIVING PARTY DATA**

Name:	THOMSON PME LLC
Street Address:	3 TIMES SQUARE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	12907667

## **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Email:** ipdocketing@thomsonreuters.com

Correspondent Name: THOMSON REUTERS GLOBAL RESOURCES

Address Line 1: NEUHOFSTRASSE 1.

Address Line 4: BAAR, SWITZERLAND 6304

ATTORNEY DOCKET NUMBER:	649087/0043
NAME OF SUBMITTER:	BART DIVITA
SIGNATURE:	/Bart DiVita/
DATE SIGNED:	01/23/2015

**Total Attachments: 12** 

source=Recordation Form CoverSheet 8,732,063#page1.tif source=Recordation Form CoverSheet 8,732,063#page2.tif source=Recordation Form CoverSheet 8,732,063#page3.tif source=Recordation Form CoverSheet 8,732,063#page4.tif source=Recordation Form CoverSheet 8,732,063#page5.tif source=Recordation Form CoverSheet 8,732,063#page6.tif source=Recordation Form CoverSheet 8,732,063#page7.tif

PATENT REEL: 034795 FRAME: 0162

503147862

source=Recordation Form CoverSheet 8,732,063#page8.tif source=Recordation Form CoverSheet 8,732,063#page9.tif source=Recordation Form CoverSheet 8,732,063#page10.tif source=Recordation Form CoverSheet 8,732,063#page11.tif source=Recordation Form CoverSheet 8,732,063#page12.tif

> PATENT REEL: 034795 FRAME: 0163

RECORDATION FO	RM COVER SHEET			
PATENTS ONLY				
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.				
1. Name of conveying party(ies)	2. Name and address of receiving party(ies)			
	Name:Thomson PME LLC			
TRADEWEB MARKETS LLC	Internal Address:			
Additional name(s) of conveying party(ies) attached? Yes No 3. Nature of conveyance/Execution Date(s):	Street Address: 3 Times Square			
Execution Date(s)				
Security Agreement Change of Name	City: New York			
Joint Research Agreement	State:New York			
Government Interest Assignment				
Executive Order 9424, Confirmatory License	Country: USA Zip:10036			
Other	Additional name(s) & address(es) attached?  Yes  No			
	document is being filed together with a new application.			
A. Patent Application No.(s)	B. Patent No.(s)			
14/264,847	8,732,063 8,577,780			
Additional numbers at	l ached? Yes No			
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 3			
Name:Thomson Reuters	7. Total fee (37 CFR 1.21(h) & 3.41) \$			
Internal Address:				
	X Authorized to be charged to deposit account			
Street Address:3 Times Square	Enclosed			
16th Floor - IP Department	None required (government interest not affecting title)			
City: New York	8. Payment Information			
State:New York Zip10036				
Phone Number:646.223.4246	Denosit Assessman Nurseless 20070			
Docket NumberTRM-S&T_025_US3	Deposit Account Number 90879			
Email Address: IPDocketing@thomsonreuters.com	Authorized User Name Bartholomew J. DiVita			
9. Signature: /Sa. ol/	January 8, 2005			
' Signetture	Date			
Bartholomew J. DiVita Name of Person Signing	Total number of pages including cover sheet, attachments, and documents:			
Documents to be recorded (including cover shee				
Mail Ston Accinement Decordation Services Director o	f the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450			

# REDEMPTION AND ASSET TRANSFER AGREEMENT

THIS AGREEMENT ("Agreement") is made on October 29, 2010 between:

THOMSON PME LLC, a Delaware limited liability company, having an address at 3 Times Square, New York, NY 10036 ("IRM Owner"), and

TRADEWEB MARKETS LLC, a Delaware limited liability company, having an address at 1177 Avenue of the Americas, 31st Floor, New York, NY 10036 ("TradeWeb Markets").

WHEREAS, TRM Owner is the owner of Class A shares, with a nominal value of the "Class A Shares"), of TradeWeb Markets;

WHEREAS, immediately prior to the execution of this Agreement, TradeWeb Markets International LLC has entered into a sale of business agreement with each of Reuters Limited, Thomson Reuters Hong Kong Limited, and Thomson Reuters Markets KK, for an aggregate purchase price of and which of proceeds will be distributed to TradeWeb Markets for use by TradeWeb Markets in connection with the redemption of Class A Shares pursuant to the terms and conditions of this Agreement; and

WHEREAS, pursuant to the terms and subject to the conditions of this Agreement:

- (a) TradeWeb Markets and TRM Owner desire that TradeWeb Markets redeem from TRM Owner Class A Shares held by TRM Owner for the cash;
- (b) TradeWeb Markets and TRM Owner desire that TradeWeb Markets redeem from TRM Owner Class A Shares held by TRM Owner for a undivided interest in the goodwill of, and the properties, assets, contracts, and rights relating to the business of (i) the Autex Business, (ii) the BlockDATA Business, and (iii) the TradeWeb Order Routing Business (the foregoing (i) through (iii) as carried on by TradeWeb Markets or its Subsidiaries as of the date of this Agreement in or from the United States, collectively, the "Business"), with a view by TRM Owner and its Affiliates to carrying on the Business as a going concern in succession to TradeWeb Markets on the terms set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

#### 1. REDEMPTION

Subject to the terms of this Agreement and with effect from the Closing, TRM Owner hereby sells, conveys, assigns, transfers and delivers to TradeWeb Markets, and TradeWeb Markets hereby redeems, all of TRM Owner's right, title and interest in and to Class A Shares (the "Redeemed Shares"), free and clear of all Encumbrances (except for Encumbrances set forth under the Markets Operating Agreement).

### 2. DELIVERY OF REDEEMED SHARES

Subject to delivery by TradeWeb Markets of the consideration referred to in <u>Section 3</u>, at the Closing TRM Owner shall deliver or cause to be delivered to TradeWeb Markets a cortificate or certificates representing the Redeemed Shares sold by TRM Owner pursuant to this Agreement, duly

7717350.28

endorsed or accompanied by appropriate share powers duly executed in blank and such other transfer documents or instruments which may be necessary, or which TradeWeb Markets may reasonably request, in order to transfer to TradeWeb Markets the Redeemed Shares, free and clear of all Encumbrances (except for Encumbrances set forth under the Markets Operating Agreement).

# 3. REDEMPTION PRICE AND ASSET TRANSFERS

In consideration for the redemption from TRM Owner of Class A Shares held by TRM Owner, TradeWeb Markets shall deliver or cause to be delivered to TRM Owner or its designee(s) at the Closing, in cash, paid by wire transfer of immediately available funds to the account designated by TRM Owner. In consideration for the redemption from TRM Owner of Class A Shares held by TRM Owner, TradeWeb Markets hereby sells, conveys, assigns, transfers and delivers to TRM Owner or its designee(s) and TRM Owner hereby purchases from TradeWeb Markets all of TradeWeb Markets' right, title and interest in and to the Acquired Interest free and clear of all Encumbrances.

# 4. ASSUMPTION OF LIABILITIES OF THE BUSINESS

Subject to delivery by TradeWeb Markets of the consideration referred to in <u>Section 3</u>, TRM Owner hereby succeeds to and assumes all Assumed Liabilities. In connection with the transfer of the Acquired Interest, TRM Owner and/or its designee(s), as applicable, shall not assume, pay, satisfy or discharge any of the Excluded Liabilities.

# 5. CLOSING See 3

5.1 <u>Closing</u>. The closing of the transactions described in <u>Sections 1, 2, 3 and 4</u> (the "<u>Closing</u>") shall take place of the date hereof which is no less than one Busines Day prior to the closing of the transactions contemplated by the Master Agreement. The Closing shall take place at the offices of Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, NY 10004 (the date of the Closing being herein referred to as the "<u>Closing Date</u>").

## 5.2 Closing Deliveries.

- (a) <u>Transition Services</u>. At the Closing, TradeWeb Markets, TRM Owner and/or their respective Affiliates shall deliver executed counterparts to the Equities Transition Services Agreement.
- (b) <u>License Agreement</u>. At the Closing, TradeWeb Markets, TRM Owner and/or their respective Affiliates shall deliver executed counterparts to the License Agreement.
- 5.3 Effect of Termination of Master Agreement. If at any time following the Closing the Master Agreement shall be terminated pursuant to Section 1.4(b) thereof, the transactions contemplated by this Agreement shall be rescinded as if the transactions contemplated by the Closing never occurred and neither TradeWeb Markets nor TRM Owner shall have any Liability or further obligations under this Agreement, other than the obligations under Section 12.7. TradeWeb Markets and TRM Owner agree to, and to cause their respective Affiliates to, execute and do all such deeds, documents, assurances, acts and things as TradeWeb Markets or TRM Owner reasonably require in order to effect the terms of this Section 5.3, including, without limitation, TRM Owner shall by wire transfer of immediately available funds, promptly pay to TradeWeb Markets, together with interest earned thereon. Notwithstanding the foregoing, the provisions of this Section 5.3 and Sections 12.3 through 12.14 shall survive any termination hereof.

2

the Closing, including, without limitation, any Assumed Liabilities relating to such Transferred Employees. For the avoidance of doubt, any employee-related Liabilities, costs, claims, damages or expenses in respect of Transferred Employees for periods prior to the Closing not assigned to the TRM Owner in accordance with this Agreement shall remain Liabilities of TradeWeb Markets.

- (b) To the extent that TradeWeb Markets, in consultation with TRM Owner, terminates the employment of (x) any Business Employee who is not a Designated Employee within six weeks following (i) if such Business Employee is not providing services pursuant to the Equities Transition Services Agreement ("Transition Services"), the Closing or (ii) if such Business Employee is providing Transition Services, the completion of such Transition Services, or (y) any Designated Employee who is a Non-Transferred Employee within six weeks following the Closing, TRM Owner shall reimburse TradeWeb Markets for an amount of severance costs (if any), including accrued but unused vacation recognized on the books of the Business as of the Closing Date, determined by TRM Owner in accordance with the Thomson Reuters US Severance Plan as in effect as of the Closing Date (and without regard to any amendments or modifications thereto after the Closing Date) (the "TR Severance Plan"), TRM Owner shall also reimburse TradeWeb Markets for any costs incurred (including legal fees) by TradoWeb Markets as a result of any claims brought by a Non-Transferred Employee terminated within the period set forth above in compliance with the TR Severance Plan solely to the extent they relate to (i) the amount of severance paid (or failure to pay severance, if applicable) under the terms of the TR Severance Plan or accrued but unused vacation paid (but only to the extent recognized on the books of the business as of the Closing Date) upon termination of his or her employment with TradeWeb Markets in connection with the transactions contemplated hereby, (ii) the termination of such employee within the applicable period specified above in accordance with the TR Severance Plan, or (iii) such employee not being indentified as a Designated Employee. For the avoidance of doubt, nothing herein shall obligate TRM Owner to reimburse TradeWeb Markets for any claims or costs incurred by TradeWeb Markets to the extent they relate to any claim to severance benefits other than as provided under the TR Severance Plan (as determined by TRM Owner) or to any action or inaction by TradeWeb Markets with respect to any Business Employee (other than termination of such employee in compliance with the TR Severance Policy), to any matter occurring or existing prior to such termination, or to any claim by such employee based on any information communicated to or received by such employee regarding severance which is inconsistent with the TR Severance Plan. TradeWeb Markets will consult with a representative of TRM Owner's HR department in connection with any actions it intends to take as set forth above for which it may seek reimbursement or indemnity. TRM Owner shall conduct all proceedings (including any settlement negotiations) with respect to any claims for which TradeWeb Markets may be entitled to such reimbursement under this Section 8.1(b); provided, however, that if such proceedings also relate to claims not subject to reimbursement pursuant to this Section 8.1(b), the parties will reasonably cooperate to coordinate the conduct of such proceedings.
- (c) Except as set forth on Schedule 8.1(c), immediately prior to the Closing, the secondment (and any agreement providing therefor) of any Business Employee shall be terminated and such Business Employee shall, at such time, be transferred back to his or her primary work location.
- 8.2 <u>Intellectual Property Rights.</u> To the extent necessary, TradeWeb Markets and TRM Owner agree to, and agree to cause their respective Affiliates to, execute any necessary agreements or other documentation to provide for recording of the assignment of any Business Intellectual Property Rights or any other portion of the Acquired Interest.
- 8.3 Sales and Use Tax. From and after the Closing, TRM Owner shall beneficially own all outstanding Acquired Accounts Receivable (inclusive of any portion of such Acquired Accounts Receivable that are for sales and use or other similar Taxes ("Sales Taxes") of the Business required by Law to be paid or accrued on and after January 2, 2008 and on or prior to the Closing Date). TRM Owner

(c) In the case of third-party claims with respect to which an Indemnification Notice is given, the Indemnifying Party shall have the option (i) to conduct any proceedings or negotiations in connection therewith, (ii) to take all other steps to settle or defend any such claim, and (iii) to employ counsel of the Indemnifying Party's choosing (subject to the Indemnified Party's prior written consent. not to be unreasonably withheld) to contest any such claim in the name of the Indemnified Party or otherwise; provided, that (A) upon taking any of the actions described in the foregoing, the Indemnifying Party shall be deemed to have accepted any and all indemnification obligations in connection with such third party claim; (B) no settlement shall be effected without the advance written consent of the Indemnified Party; and (C) that in the event that the Indemnified Party, in its reasonable judgment, determines that the Indemnifying Party, after exercising its rights pursuant to this Section 10.5(c), has failed to conduct any proceedings or negotiations or manage any claim with the same level of diligence as if such proceeding, negotiation or claim were solely for its own account, the Indemnified Party may relieve the Indomnifying Party of its responsibility, or participate with the Indomnifying Party, with respect thereto, in each case at the expense of the Indemnisying Party. The Indemnisted Party shall be entitled to participate at its own expense and by its own counsel in any proceedings relating to any thirdparty claim, and the Indemnified Party shall be entitled to participate with counsel of its own choice at the expense of the Indemnifying Party if, in the reasonable judgment of the Indemnified Party, representation of both parties by the same counsel presents a conflict of interest or is otherwise inappropriate under applicable standards of professional conduct. Subject to the provisions of this paragraph (c) the Indomnifying Party shall, within thirty (30) days of receipt of the Indomnification Notice, notify the Indemnified Party of its intention to assume the defense of any such claim, which notification shall include the name of the Person that the Indomnifying Party proposes to select as its counsel. Until the Indemnified Party has received notice of the Indemnifying Party's election whether to defend any such claim, the Indemnified Party shall take reasonable steps to defend (but may not settle) such claim. If the Indemnifying Party shall decline to assume the defense of any such claim in accordance with this paragraph (c), or shall fail to notify the Indomnified Party within thirty (30) days after receipt of the Indemnification Notice of the Indemnifying Party's election to defend such claim in accordance with this paregraph (c), the Indemnified Party may defend such claim. The expenses of all proceedings, contests or lawsuits in respect of any such claims (other than those incurred by the Indemnified Party that are referred to in the second sentence of this paragraph (c)) shall be borne by the Indemnifying Party; provided that the Indemnified Party shall be required to reimburse the Indemnifying Party for any such expenses if and to the extent that the Indemnifying Party is ultimately determined not to be liable to indemnify the Indemnified Party under this Section 10 with respect to any such proceeding, contest or lawsuit, Regardless of which party shall assume the defense of the claim, the parties agree to cooperate fully with one another in connection therewith.

### 11. DEFINITIONS

Capitalized terms used in this Agreement but not defined herein shall have the meaning set forth in the Master Agreement. As used herein the following terms have the meaning set forth below:

"Acquired Accounts Receivable" shall mean all accounts receivable relating exclusively to the Business, including, without limitation, those set forth on Final Schedule 8.6 hereto.

"Acquired Interest" shall mean all properties, assets and rights used exclusively in or relating exclusively to the Business, other than the Excluded Interests, including without limitation:

- (a) the goodwill relating exclusively to the Business.
- (b) all personal property and interests therein used exclusively in or relating exclusively to the Business.

- (c) all claims, rights, interests and benefits of TradeWeb Markets and its Affiliates under contracts used exclusively in or relating exclusively to the Business, including, without limitation, those set forth on Schedule 11.1(c) attached hereto,
- (d) copies of all manuals, procedures, policies, customer lists, distribution lists, mailing lists, in each case, as used exclusively in or relating exclusively to the Business and existing on the Closing Date,
- (e) all Acquired Accounts Receivable (net of associated reserves), prepaid assets, net property, plant and equipment, and accrued income relating exclusively to the Business, including, without limitation, those set forth on Final Schedule 8.6 hereto,
- (f) all Business Intellectual Property Rights including, without limitation, the Business Intellectual Property Rights set forth on <u>Schedule 11.1(f)</u> attached hereto, and
  - (g) all rights and property assigned to TRM Owners under Sections 8.3 and 8.4.
  - "Agreement" shall have the meaning set forth in the Preamble.
- "Assumed Liabilities" shall mean (a) all Liabilities arising out of or related to the ownership of the Business on or after the Closing Date (including, without limitation, any accrued Liabilities or accounts payable recognized on the books of the Business as of the Closing Date as set forth on the Final Schedule 8.5, but excluding all Liabilities with respect to any Tax accrued on and after January 2, 2008 and on or prior to the Closing Date, which Liabilities shall be governed by Section 8.3 and Section 8.7), (b) all Liabilities assigned to TRM Owner under Section 8.1, (c) all Liabilities arising out of or related to the operation of the Business prior to January 2, 2008 and (d) all Liabilities arising out of or relating to the Real Time Litigation prior to, on or after the Closing Date.
- "Autex Business" shall mean the business of offering an electronic database and real-time network for trade order indications and executions for equity accurities, made available and operated by TradeWeb Markets or its Affiliates, including, but not limited to, Smart IOI, Autex Live and Autex Advisor.
- "Bank Accounts" shall mean all bank accounts used exclusively in or relating exclusively to the operation of the Business on or prior to the Closing.
- "BlockDATA Business" shall mean the equity reporting and ranking business, offered and operated by TradeWeb Markets or its Affiliates, including, but not limited to, the transaction cost analysis business.
  - "Business" shall have the meaning set forth in the Preamble.
- "Business Employee" shall mean all current employees of TradeWeb Markets or its Affiliates who are engaged in the Business, as set forth on Schedule 8.1(a)(1).
- "Business Intellectual Property Rights" shall mean all Intellectual Property Rights that are used exclusively in or relate exclusively to the Business.
  - "Class A Shares" shall have the meaning set forth in the Preamble.
  - "Closing" shall have the meaning set forth in Section 5.1.

- "Closing Date" shall have the meaning set forth in Section 5.1.
- "Collected Sales Tax Receivables" shall have the meaning set forth in Section 8.3.
- "Cutoff Date" shall have the meaning set forth in Section 8.3.
- "Designated Employees" shall have the meaning set forth in Section 8.1(a)(2).
- "Estimate" shall have the meaning set forth in Section 8.5.
- "Estimated Schedule 8.5" shall have the meaning set forth in Section 8.5.
- "Estimated Schedule 8.6" shall have the meaning set forth in Section 8.6.
- "Excluded Interests" shall mean those items listed on Schedule 11.2.
- "Excluded Liabilities" shall mean all Liabilities of TradeWeb Markets and its Affiliates other than Assumed Liabilities.
  - "Final Schedule 8.5" shall have the meaning set forth in Section 8.5.
  - "Final Schedule 8.6" shall have the meaning set forth in Section 8.6.
  - "Indemnification Event" shall have the meaning set forth in Section 10.2.
  - "Indemnification Notice" shall have the meaning set forth in Section 10.2.
  - "Indemnified Party" shall have the meaning set forth in Section 10.5.
  - "Indemnifying Party" shall have the meaning set forth in Section 10.5.

"Intellectual Property Rights" shall mean (a) all inventions (whether patented, patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos. trade names, domain names and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications. registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, all rights to database information, all rights to Internet web sites and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software (including data and related documentation), (g) all rights, including rights of privacy and publicity, to use the names, likenesses and other personal characteristics of any individual, (h) all other proprietary rights, and (i) all licenses, agreements or permissions relating to the foregoing.

"<u>Liabilities</u>" shall mean all indebtedness, obligations, accounts payable and other liabilities of a Person, whether direct or indirect, known or unknown, absolute or contingent, accrued, fixed or otherwise, or whether due or to become due.

"<u>License Agreement</u>" shall mean that License Agreement dated as of the date hereof by and between Thomson Reuters Global Resources and TradeWeb Markets.

"Losses" shall have the meaning set forth in Section 10.2.

"Master Agreement" shall mean that certain Amended and Restated Master Agreement, by and among Thomson TradeWeb LLC, Thomson Reuters (Markets) LLC, Nexus LLC, TRM Owner, TradeWeb Markets, TradeWeb NewMarkets LLC and TradeWeb Global LLC, dated September 17, 2010.

"Non-Transferred Employees" shall have the meaning set forth in Section 8.1(a).

"Real Time Litigation" shall mean that civil action styled Realtime Data, LLC d/b/a IXO v. Thomson Reuters, is al., Civ. Action No. 6:09-cv-333-LED (E.D. Tex.), Realtime Data, LLC d/b/a IXO v. Thomson Reuters, et al. (II), Civ. Action No. 6:10-cv-247-LED (E.D. Tex.) and any other claims relating to the Acquired Interest based on the patents asserted in such action or patents related thereto.

"Redeemed Shares" shall have the meaning set forth in Section 1.

"Sales Taxes" shall have the meaning set forth in Section 8.3.

"Tax" or "Taxes" means any federal, state, local and foreign tax, including income, gross receipts, capital stock, franchise, profits, withholding, social security, employment, unemployment, disability, real property, escheat, ad valorem/personal property, stamp, excise, occupation, sales, use, transfer, value added, alternative minimum, estimated or other tax, in each case including any interest, penalty or addition thereto.

"TradeWeb Group Entity" shall have the meaning set forth in Section 7.5.

"TradeWeb Markets" shall have the meaning set forth in the Preamble.

"TradeWeb Order Routing Business" shall mean the FIX order routing business offered by TradeWeb Markets or its Affiliates, including without limitation the TradeWeb Routing Network,

"Transferred Employees" shall have the meaning set forth in Section 8.1(a).

"Transfer Taxes" shall have the meaning set forth in Section 8.7.

"TR Indemnification Event" shall have the meaning set forth in Section 10.2.

"TR Indemnified Party" shall have the meaning set forth in Section 10.2.

"TRM Owner" shall have the meaning set forth in the Preamble.

"TW Indemnification Event" shall have the meaning set forth in Section 10.2.

"TW Indemnified Party" shall have the meaning set forth in Section 10.2.

#### 12. MISCELLANEOUS

12.1 Notice.

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

THOMSON PME LLC

Name: DAVID TURNER

Title: CEO

[Signature Page to Redemption and Asset Transfer Agreement]

PATENT REEL: 034795 FRAME: 0172

TRADEWEB MARKETS LLC

(Signature Page to Redemption and Asset Transfer Agreement)

### **BUSINESS INTELLECTUAL PROPERTY RIGHTS**

## Websites and Domain Names

- 1. services.autex.com
- 2. qawf.autex.com
- 3. webservices.autex.com
- 4. www.blockdata.com
- 5. qawf.blockdata.com
- 6. demo.thomsongoldreports.com
- 7. www.autexlive.com
- 8. autex.com
- 9. blockdata.com
- 10. www.thomsongoldreports.com
- 11. www.autexgroup.com
- 12. tfn.com
- 13. temadmin.tfn.com
- 14. autex.services.tfn.com
- 15. autexems.com
- 16. autextca.com
- 17. autexmarkets.com
- 18. autextbt.com
- 19. autextrading.com
- 20. autexblocktrading.com
- 21. autexioi.com
- 22. autexiois.com
- 23. smartioi.com
- 24. autexsmartioi.com
- 25. autexfix.com
- 26. autexnatx.com
- 27. autexblockdata.com

## Trademarks

- 1. AUTEX:
  - Registered in the United States, Thailand, Hong Kong, China, Taiwan, India, Great Britain,
     Australia, Indonesia, South Korea
- 2. BLOCKDATA
  - Registered in the United States
- 3. SMART IOI
  - Pending application in the United States

[Schedules to Redemption and Asset Transfer Agreement]

7806989.11

The registered trademarks are owned by TradeWeb Markets LLC. The pending application was made under the name of TradeWeb Markets LLC.

## Patent Applications

- Non-Provisional Patent Application (United States); Method and System for Identifying High Probability Matches; Application Number 12/134,923; Filing date June 6, 2008.
- International Patent Application; Method and System for Identifying High Probability Matches;
   Application Number PCT/US2008/066162; Filling date June 6, 2008,
- European Patent Application; Method and System for Identifying High Probability Matches;
   Application Number 08756774.9; Filing date June 6, 2008.
- Canadian Patent Application; Method and System for Identifying High Probability Matches;
   Application Number 2688230; Filing date June 6, 2008.
- United States Patent Application; IOI-Based Block Trading Systems, Methods, Interfaces, and Software; Application Number 60/721,747; Filing Date September 29, 2005.
- United States Provisional Patent Application; Method and System for Routing IOI's and Trade Orders; Application No. 61/392,332; Filing date October 12, 2010.

#### Systems

 All Intellectual Property embodied in the TradeWeb Equities Master system that provides a facility to input and capture information and administer such information on a per customer basis relating to, among other things, products selected, customer entitlements and enablement, billing rules, and FIX support.

[Schedules to Redemption and Asset Transfer Agreement]

7806989.11

PATENT REEL: 034795 FRAME: 0175