

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3893123

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ITG SOFTWARE SOLUTIONS, INC.	05/27/2016
RECEIVING PARTY DATA	
Name:	ITG INVESTMENT RESEARCH, LLC
Street Address:	ONE LIBERTY PLAZA, 165 BROADWAY
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10006
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8380594
Patent Number:	8793173
Application Number:	14302969
CORRESPONDENCE DATA	
Fax Number:	(202)783-6031
<i>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.</i>	
Phone:	202-783-6040
Email:	knogami@rfem.com
Correspondent Name:	ROTHWELL, FIGG, ERNST & MANBECK, P.C.
Address Line 1:	607 14TH STREET, N.W.
Address Line 2:	SUITE 800
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	2566-549, 616, 648
NAME OF SUBMITTER:	BRIAN A TOLLEFSON (REG. NO. 46338)
SIGNATURE:	/Brian A. Tollefon/
DATE SIGNED:	05/27/2016
Total Attachments: 5	
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PATENT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment") is made and entered into this 27th day of May, 2016 (the "Effective Date"), by and between (a) ITG Software Solutions, Inc., a Delaware corporation (the "Patent Assignor") and (b) ITG Investment Research, LLC, a Delaware limited liability company (the "Assignee"). The Patent Assignor and the Assignee are each individually referred to as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, this Assignment and Assumption Agreement is entered into in furtherance of a Membership Interests Purchase Agreement, dated as of May 9, 2016, as it may be amended from time to time (the "Purchase Agreement"), by and among Investment Technology Group, Inc., a Delaware corporation ("ITG Parent"), ITG Solutions Network, Inc., a Delaware corporation ("Seller," and together with ITG Parent, the "Seller Parties" and each a "Seller Party"), M Science Holdings LLC, a Delaware limited liability company (the "Purchaser"), and Leucadia National Corporation, a New York corporation (the "Purchaser Parent" and, together with the Purchaser, the "Purchaser Parties" and each a "Purchaser Party"), pursuant to which the Seller Parties agreed, among other things, to effect the Reorganization;

WHEREAS, ITG Parent has determined that it is advisable and in the best interests of ITG Parent, its stockholders and its affiliates to effect the Reorganization to facilitate the sale of the Business;

WHEREAS, ITG Parent owns all of the issued and outstanding shares of the Patent Assignor, as well as, prior to Closing, all of the issued and outstanding membership interests of Assignee;

WHEREAS, with respect to each of the patents and patent applications listed on Schedule A hereto (each, an "Assigned Patent"), the Patent Assignor desires to sell, transfer, convey, assign and deliver its rights, title and interest in, to and under such Assigned Patent, to the Assignee, and Assignee desires to accept and assume all such rights, title and interest so assigned and transferred;

NOW, THEREFORE, in consideration of the promises contained herein and in the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Assignment and Assumption of Assigned Patents. The Patent Assignor hereby sells, transfers, conveys, assigns and delivers, effective as of the date hereof, all of its rights, title and interest in, to and under each Assigned Patent, and any continuations, divisionals, continuations-in-part, right to claim priority, extensions and counterparts in the United States and all foreign countries, and the right to sue for and receive all damages from past, present and future infringements thereof, to Assignee. Assignee hereby accepts, effective as of the date hereof, all such rights, title and interest, so assigned and transferred, the same to be held and fully enjoyed by Assignee, its successors, assigns and other legal representatives.

2. Recordation. The Patent Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar) to record Assignee as the owner of the Assigned Patents, and to issue any and all Assigned Patents to Assignee, as assignee of the Patent Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Patents.

3. General Provisions.

(a) Binding Effect. This Assignment will be binding upon, inure to the benefit of and will be enforceable by the Parties and their respective successors, permitted assigns and legal representatives.

(b) Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the internal Laws of the State of New York, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of New York to be applied.

(c) Amendment, Modification and Waiver. This Assignment may not be amended, modified or supplemented except by an instrument in writing signed by all of the Parties. No waiver of any provision of this Assignment shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

(d) Further Assurances. At the request of any Party, each other Party will take such further actions as are reasonably requested and execute any additional documents, instruments or conveyances of any kind which may be reasonably necessary to further effect the transactions contemplated by this Assignment.

(e) Interpretation. Whenever possible, each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions hereof shall not be affected or impaired thereby.

(f) No Third Party Rights. The provisions of this Assignment are intended to bind the Parties and their successors and permitted assigns as to each other and are not intended to and do not create rights in any other person or confer upon any other person any benefits, rights or remedies and no person is or is intended to be a third party beneficiary of any of the provisions of this Assignment.

(g) Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile or scanned and emailed transmission of any signed original document or retransmission of any signed facsimile or scanned and emailed transmission will be deemed the same as delivery of an original. At the request of any Party, the other Parties

will confirm facsimile or scanned and emailed transmission by signing a duplicate original document.

(h) Definitions. Capitalized terms used but not otherwise defined herein have the meaning ascribed to such terms in the Purchase Agreement.

(i) Terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of the Seller Parties or Purchaser Parties under the Purchase Agreement. To the extent of any inconsistency or conflict between any of the terms and provisions of this Assignment and any of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

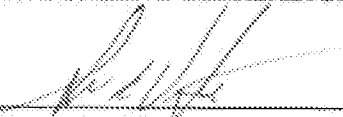
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IN WITNESS WHEREOF, this Assignment has been duly executed by each of the parties hereto as of the date first above written.

ITG SOFTWARE SOLUTIONS, INC.

By: 
Name: Angelique DeSanto
Title: General Counsel

ITG INVESTMENT RESEARCH, LLC

By: 
Name: Steven R. Vigliotti
Title: Treasurer

[Signature Page for Patent Assignment and Assumption Agreement]

Schedule A

	Contract	Assignor
1.	U.S. Patent Nos. 8,380,594 and (a continuation thereof) 8,793,173, as well as a Patent application bearing the serial number 14/302,969.	ITG Software Solutions, Inc.

[Schedule A to Patent Assignment and Assumption Agreement]