# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4366405

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1

#### **CONVEYING PARTY DATA**

Name	Execution Date
BIDS TRADING L.P.	04/01/2017

# **RECEIVING PARTY DATA**

Name:	BIDS HOLDINGS L.P.	
Street Address:	ONE FINANCIAL CENTER, 165 BROADWAY	
Internal Address:	23RD FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10006	

# **PROPERTY NUMBERS Total: 3**

Property Type	Number
Patent Number:	8380612
Patent Number:	8065217
Patent Number:	7890417

#### **CORRESPONDENCE DATA**

**Fax Number:** (212)618-2031

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.

**Phone:** 2126182086

**Email:** alan.reed@bidstrading.com

Correspondent Name: ALAN REED

Address Line 1: ONE FINANCIAL CENTER, 165 BROADWAY

Address Line 2: 23RD FLOOR

Address Line 4: NEW YORK, NEW YORK 10006

NAME OF SUBMITTER:	ALAN REED	
SIGNATURE:	/Alan Reed/	
DATE SIGNED:	04/13/2017	
	This document serves as an Oath/Declaration (37 CFR 1.63).	

**Total Attachments: 4** 

PATENT REEL: 041996 FRAME: 0657

504319723

source=Trading Holdings Patent Assign 20170401#page1.tif
source=Trading Holdings Patent Assign 20170401#page2.tif
source=Trading Holdings Patent Assign 20170401#page3.tif
source=Trading Holdings Patent Assign 20170401#page4.tif

# PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "<u>Agreement</u>"), dated as of April 1, 2017, is made by and between BIDS Trading L.P., a Delaware limited partnership ("<u>Assignor</u>"), and BIDS Holdings L.P., a Delaware limited partnership ("<u>Assignee</u>").

WHEREAS, Assignor is a wholly-owned subsidiary of Assignee; and

WHEREAS, Assignor desires to assign to Assignee all of its patents to the Assignee and Assignee desires to accept such assignment pursuant to the terms and subject to the conditions of this Agreement (the "Assignment").

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment.</u> Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following:
- (a) the patents and patent applications set forth in <u>Schedule 1</u> hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "<u>Assigned Patents</u>");
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee. Following the date hereof, at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be advisable or necessary to effect, evidence or perfect the assignment of the Assigned Patents to Assignee, or any successor thereto.
- 3. <u>Notices</u>. All notices, requests and other communications hereunder shall be in writing and sent to the respective parties at the mailing addresses or email addresses (or at such other mailing

address or email address for a party as shall be specified in a notice given in accordance herewith) set forth opposite such parties name on the signature page hereto.

- 4. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 5. <u>Successors and Assigns</u>. This Agreement shall inure to the benefit of, and be binding on, the parties hereto and their respective successors and assigns (if any).
- 6. <u>Governing Law</u>. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Delaware, without giving effect to conflicts of law or choice of law provisions thereof.

[Signature Page Follows]

~2<u>~</u>

IN WITNESS WHEREOF, the undersigned have caused this Patent Assignment Agreement to be duly executed and delivered as of the date first set forth above.

BIDS TRADING L.P.

Name: Title:

THE.

BIDS HOLDINGS L.P.

By:

Name:

Title:

# SCHEDULE 1

# ASSIGNED PATENTS

U.S. Patent No.:

8,065,217

Date Issued:

November 22, 2011

Title:

Real-time portfolio balancing and/or optimization system and method

U.S. Patent No.:

7,890,417 B2

Date Issued:

February 15, 2011

Title:

Electronic Block Trading System and Method of Operation

U.S. Patent No.:

8,380,612 B2

Date Issued:

February 15, 2011

Title:

Electronic Block Trading System and Method of Operation

-4-

PATENT REEL: 041996 FRAME: 0662

**RECORDED: 04/13/2017**