

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7240025

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNEE'S ADDRESS previously recorded on Reel 058313 Frame 0001. Assignor(s) hereby confirms the ASSIGNMENT.
RESUBMIT DOCUMENT ID:	507121194

CONVEYING PARTY DATA

Name	Execution Date
IG KNOWHOW LIMITED	11/29/2021

RECEIVING PARTY DATA

Name:	NORTH STAR IP LIMITED
Street Address:	CANNON BRIDGE HOUSE
Internal Address:	25 DOWGATE HILL
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	EC4R 2YA

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	7792736
Patent Number:	7870064

CORRESPONDENCE DATA

Fax Number: (650)812-3444

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: 6508123400

Email: athomas@carrferrell.com, patdocket@carrferrell.com

Correspondent Name: K. BRIAN BATHURST

Address Line 1: CARR & FERRELL LLP

Address Line 2: 120 CONSTITUTION DRIVE

Address Line 4: MENLO PARK, CALIFORNIA 94025

NAME OF SUBMITTER:	ANDREW F. THOMAS
SIGNATURE:	/Andrew F. Thomas/
DATE SIGNED:	03/23/2022

Total Attachments: 9

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7058653

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
IG KNOWHOW LIMITED	11/29/2021
RECEIVING PARTY DATA	
Name:	NORTH STAR IP LIMITED
Street Address:	CANNON BRIDGE HOUSE
Internal Address:	25 DOWNGATE HILL
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	EC4R 2YA
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7792736
Patent Number:	7870064
CORRESPONDENCE DATA	
Fax Number:	(650)812-3444
<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:	6508123400
Email:	athomas@carrferrell.com, patdocket@carrferrell.com
Correspondent Name:	K. BRIAN BATHURST
Address Line 1:	CARR & FERRELL LLP
Address Line 2:	120 CONSTITUTION DRIVE
Address Line 4:	MENLO PARK, CALIFORNIA 94025
NAME OF SUBMITTER:	ANDREW F. THOMAS
SIGNATURE:	/Andrew F. Thomas/
DATE SIGNED:	12/06/2021
Total Attachments: 8	
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Intellectual Property Rights Assignment

Dated 29 November 2021

IG KNOWHOW LIMITED

and

NORTH STAR IP LIMITED

Ref: L-319156

PATENT
REEL: 059772 FRAME: 0467

Intellectual Property Rights Assignment

This intellectual property assignment (this "Assignment") is made on 29 November 2021 between:

- (1) **IG KNOWHOW LIMITED** (company number 08087211), a company incorporated in England and Wales, whose registered office is at Cannon Bridge House, 25 Dowgate Hill, London, EC4R 2YA (the "Assignor"); and
- (2) **NORTH STAR IP LIMITED** (company number 13765823), a company incorporated in England and Wales, whose registered office is at Cannon Bridge House, 25 Dowgate Hill, London, EC4R 2YA (the "Assignee").

Whereas:

- (A) the Assignor is the proprietor of the Transferring IP (as defined below);
- (B) the Assignor has agreed to assign all of its right, title and interest in and to the Transferring IP to the Assignee on the terms of this Assignment; and
- (C) the Assignee will also enter into a new software licence agreement on the same date as this Assignment in replacement of, and in substantially same terms as, the amended and restated software licence agreement dated 1 December 2013.

It is agreed as follows:

1 Definitions and interpretation

1.1 Definitions

In this Assignment, the following capitalised terms shall have the meanings set out below:

"**Charts and Payments IP**" means the Intellectual Property Rights owned by the Assignor subsisting in the charts front-end and charts back-end and payment systems used, or that have been used, in the Nadex Business;

"**IG Group**" means IG Group Holdings PLC and its subsidiaries from time to time;

"**Intellectual Property Rights**" means patents, utility models, rights in inventions, rights in domain names and URLs, copyrights (including in source code), design rights, database rights, rights in trade secrets and in Know-how, rights in technology and all other similar rights in any part of the world;

"**Know-how**" means industrial and commercial information and techniques, in each case, in any form and not in the public domain, including manufacturing processes, recipes, drawings, formulae, testing procedures and test results, reports, instruction and training manuals, tables of operating conditions, market forecasts, business plans, policies and lists and particulars of customers and suppliers;

"**Nadex Business**" means the business carried out by North American Derivatives Exchange, Inc. at the date of this Assignment;

"**Transferring IP**" means the Transferring Patents and the Transferring Unregistered IP;

"**Transferring Patents**" means the registered patents details of which are set out in the Schedule to this Assignment; and

"Transferring Unregistered IP" means all Intellectual Property Rights which are not registered, or the subject matter of an application for registration, at an intellectual property office which are owned by the Assignor and are exclusively related to the Nadex Business excluding the Charts and Payments IP.

1.2 Interpretation

In this Assignment, unless otherwise specified:

- 1.2.1 references to this Assignment shall include any Recitals and the Schedule to it and references to Recitals, Clauses and Schedule are to clauses of, and recitals and schedules to, this Assignment;
- 1.2.2 references to a statute or statutory provision include that statute or provision as modified, re-enacted or consolidated from time to time;
- 1.2.3 a reference to any English legal term shall, for any jurisdiction other than England, be construed as a reference to the term or concept which most nearly corresponds to it in that jurisdiction;
- 1.2.4 headings shall be ignored in interpreting this Assignment;
- 1.2.5 the words "including", "include", "in particular", and words of similar effect shall not be deemed to limit the general effect of the words that precede them; and
- 1.2.6 "to the extent that" shall mean "to the extent that" and not solely "if", and similar expressions shall be construed in the same way.

2 Assignment of Transferring IP

- 2.1 In consideration of the issuance of one (1) share in the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee:
 - 2.1.1 all of its right, title and interest in and to the Transferring IP and all of the goodwill attaching to and represented by the Transferring IP, but no other goodwill; and
 - 2.1.1 all rights of action arising or accrued relating to the Transferring IP, including the right to take and/or defend proceedings for infringement of the Transferring IP and/or other causes of action arising from ownership of any of the Transferring IP, and all rights to seek, recover and retain damages and/or an account of profits and all other remedies for all past, current and/or future infringements or misuse of the Transferring IP.
- 2.2 For the purposes of this Clause 2, it is acknowledged that the Assignor and the Assignee are members of the same VAT group.

3 Maintenance

- 3.1 For so long as the Assignee is a wholly-owned subsidiary of the Assignor, the Assignor shall, or shall procure IG Index Limited or any other affiliate in the IG Group shall, continue to maintain and develop the Transferring Unregistered IP (including any software).
- 3.2 The Assignor shall invoice the Assignee for any and all costs incurred by the Assignor in connection with providing such maintenance and development services from the date of this Assignment.

- 3.3** The Assignee shall pay the costs incurred by the Assignor pursuant to Clause 3.2 as and when they are due.

4 Further Assurance

At the request of the Assignee, the Assignor shall, and shall procure that any necessary third party shall, execute such documents and do such acts and things as the Assignee may reasonably require for the purpose of giving to the Assignee the full benefit of all of the provisions of this Assignment. The Assignor's obligations under this Clause 4 shall include assisting the Assignee in registering the Assignee as proprietor of the Transferring IP, and providing the Assignee with all information and other assistance reasonably required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings relating to any of the rights assigned by this Assignment.

5 Invalidity

- 5.1** If any provision in this Assignment shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties.

- 5.2** To the extent it is not possible to delete or modify the provision, in whole or in part, under Clause 5.1, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Assignment and the legality, validity and enforceability of the remainder of this Assignment shall, subject to any deletion or modification made under Clause 5.1, not be affected.

6 Third party rights

A person who is not a party to this Assignment has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of, or enjoy any benefit under, this Assignment.

7 Whole Agreement

This Assignment contains the whole agreement between the Assignor and the Assignee relating to the subject matter of this Assignment at the date of this Assignment to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the Assignor and the Assignee in relation to the matters dealt with in this Assignment. The Assignee agrees and acknowledges that, in entering into this Assignment, it is not relying on any representation, warranty or undertaking not expressly incorporated into it. Nothing in this Clause 7 excludes or limits any liability for fraud.

8 Counterparts

This Assignment may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Assignor and the Assignee may enter into this Assignment by executing any such counterpart.

9 Governing Law and jurisdiction

- 9.1** This Assignment and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- 9.2** Each party irrevocably agrees that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Assignment and that accordingly any proceedings arising out of or in connection with this Assignment shall be brought in such courts. Each party irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings in any such court on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

In witness whereof this Assignment has been duly executed on the date first stated above.

SIGNED by:
for and on behalf of **IG**
KNOWHOW LIMITED:

DocuSigned by:
Richard Heading
.....EEA9B5E852AA43D.....

Name: Richard Heading
Title: Director

SIGNED by:
for and on behalf of **NORTH
STAR IP LIMITED:**

DocuSigned by:
Richard Heading
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.....
Name: Richard Heading
Title: Director

Schedule

Country	Title	Application No.	Registration No.	Registration Date
United States	Method and apparatus for on-line trading display	11/441,527	7,792,736	18 August 2010
United States	Method and apparatus for on-line trading display	12/848,425	7,870,064	22 December 2010