

Form PTO-1595 (Rev. 6-18)
OMB No. 0651-0027 (exp. 10/31/2024)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM 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)

Bloomberg L.P.

2. Name and address of receiving party(ies)

Name: Bloomberg (GP) Finance LLC

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) October 6, 2023

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other _____

Street Address: 251 Little Falls Drive

City: Wilmington

State: Delaware

Country: United States Zip: 19808

Additional name(s) & address(es) attached? ☒ Yes ☐ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

7,546,335; 7,970,823; 9,032,011; 7,716,121; 9,792,652

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Eugene Chang

Internal Address: _____

Street Address: 787 Seventh Avenue

City: New York

State: NY Zip: 10019

Phone Number: 212-728-8000

Docket Number: _____

Email Address: ipdept@willkie.com

6. Total number of applications and patents involved: 5**7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____**

☐ Authorized to be charged to deposit account

☐ Enclosed

☒ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

DocuSigned by:

Eugene Chang

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Signature

October 6, 2023

Date

Eugene Chang

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

DocuSign Envelope ID: 093C394B-C2D1-4F5B-A944-E2CF34C951D8

Name and Address of Additional Receiving Parties

Bloomberg Finance Holdings L.P.
251 Little Falls Drive,
Wilmington, DE 19808

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT, dated as of October 6, 2023 ("Assignment Agreement"), by and among Bloomberg L.P., a Delaware limited liability partnership with a registered address at Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808 ("Assignor"), Bloomberg (GP) Finance LLC, a Delaware limited liability company with a registered address at Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808, and Bloomberg Finance Holdings L.P., a Delaware limited liability partnership with a registered address at Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808 (collectively, the "Assignees").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title, and interest in and to all patents and patent applications set forth on Schedule A attached hereto, including all inventions described and claimed in the patents and patent applications (including divisionals, continuations-in-part, provisionals, reissues, reexaminations or interferences thereof) (the "Patents");

WHEREAS, Assignor and Assignees, among other parties, have entered into a Contribution and Distribution Agreement, dated as of October 4, 2023, pursuant to which, among other things, Assignor has agreed to assign, sell, convey, and transfer all of Assignor's right, title, and interest in and to the Patents to Assignees, and Assignees desire to receive all right, title, and interest in and to the Patents (the "Contribution and Distribution Agreement").

NOW, THEREFORE, in consideration of the mutual agreements contained in the Contribution Agreement and herein, and subject to all of the terms and conditions specified therein and herein, the parties hereto agree as follows:

1. Patent Assignment. Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignees, its successors and assigns, and the Assignees purchase and accept from the Assignor, effective as of the date hereof, Assignor's entire right, title, and interest in and to (a) the Patents; (b) 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; (c) 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, dilution, 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; (d) all goodwill associated with the foregoing; and (e) all rights therein or appurtenant thereto provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including, but not limited to, all statutory rights and all common law rights.

2. Further Assurances. Assignor consents to recordation of this Assignment Agreement by Assignees, including with the United States Patent and Trademark Office, the Intellectual Property Office of Singapore or successor offices. Assignor shall take such steps and actions, and provide such cooperation and assistance at Assignees' expense the Assignees and their successors, assigns, and legal representatives, in connection with the Patents, or for any inventions and discoveries derived therefrom, as may be necessary to effect, evidence, or perfect the assignment of the Patents to the Assignees or any assignee or successor thereto, including, but not limited to: the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, documents in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar treaties and agreements, or other lawful papers; the execution and delivery of all papers necessary in connection with any administrative or judicial proceedings; and the provision of information and testimony and cooperation in every way in obtaining and producing evidence and prosecuting such proceedings. Assignor hereby irrevocably appoints Assignees as Assignor's attorney-in- fact solely to execute such documents and take such actions in Assignor's name and on Assignor's behalf, such appointment deemed coupled with an interest.

3. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the domestic Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

4. No Conflict. This Assignment Agreement and the documents delivered pursuant hereto and the Contribution and Distribution Agreement contain the entire understanding of the parties hereto with regard to the subject matter contained herein, and supersede all prior agreements, understandings, or letters of intent, written or oral, between or among the parties hereto; provided, that in the event of any conflict between this Assignment Agreement and the Contribution and Distribution Agreement, the Contribution and Distribution Agreement shall control.

5. No Modifications. This Assignment Agreement shall not be amended, modified, or supplemented except by a written instrument signed by each of the parties hereto.

6. Successors and Assigns. This Assignment Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.

7. Headings. The section headings contained in this Assignment Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment Agreement.

8. Counterparts. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Assignment Agreement may be executed by

facsimile, photo or electronic signature and such facsimile, photo or electronic signature shall constitute an original for all purposes.


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

ASSIGNOR:

BLOOMBERG L.P.

By: BLOOMBERG INC., its general partner

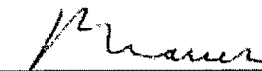
By: 

Name: Peter T. Grauer

Title: Chairman of the Board

ASSIGNEES:

BLOOMBERG (GP) FINANCE LLC


By: 

Name: Peter T. Grauer

Title: Chairman of the Board

BLOOMBERG FINANCE HOLDINGS L.P.

By: BLOOMBERG (GP) FINANCE LLC, its
general partner

By: 

Name: Peter T. Grauer

Title: Chairman of the Board

SCHEDULE A

PATENTS

| Patent Title | Owner of Record | Application or Registration Number | Date of Application or Issuance | Next Renewal / Maintenance Date | Jurisdiction | Extendable Until (Final Date) |
|--|--------------------------|------------------------------------|---------------------------------|----------------------------------|---------------|-------------------------------|
| System and Method for a Data Protocol Layer and the Transfer Of Data Objects Using the Data Protocol Layer | Broadway Technology, LLC | 7,546,335 | 6/9/2009 | No further fees due | United States | None |
| System For Sharing Data Objects Among Applications | Broadway Technology, LLC | 7,970,823 | 6/28/2011 | No further fees due | United States | None |
| Management of Data Object Sharing Among Applications | Broadway Technology, LLC | 9,032,011 | 5/12/2015 | November 12, 2026 (3rd of 3 due) | United States | May 12, 2027 |
| Trading System with Internal Order Matching | Broadway Technology, LLC | 136322 | 5/31/2010 | April 5, 2024 (Annual Fee) | Singapore | October 5, 2024 |
| Trading System with Internal Order Matching | Broadway Technology, LLC | 7,716,121 | 5/11/2010 | No further fees due | United States | None |
| User Interface for Computer-Implemented Trading System | Broadway Technology, LLC | 9,792,652 | 10/17/2017 | April 17, 2025 (2nd of 3 due) | United States | October 17, 2025 |