

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Datek Online Holdings Corp.		12/19/2005	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Ameritrade IP Company, Inc.
<b>Street Address:</b>	4211 South 102nd Street
<b>City:</b>	Omaha
<b>State/Country:</b>	NEBRASKA
<b>Postal Code:</b>	68127
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2457369	BIGTHINK
Registration Number:	2643927	BUILT TO TRADE
Registration Number:	2336063	DATEK ONLINE
Registration Number:	2332993	DATEK ONLINE
Registration Number:	2467044	DATEK ONLINE
Registration Number:	2438057	DATEK ONLINE
Registration Number:	2611894	ENGINEERED FOR PERFORMANCE
Registration Number:	2810936	FUNDSNOW
Registration Number:	2553412	ICLEARING
Registration Number:	2634142	
Registration Number:	2353844	STREAMER
Registration Number:	2292183	TRADE NOW
Registration Number:	2701741	W
Registration Number:	2621828	WATCHER

**OP \$390.00 2457369**

Registration Number:	2510713	WATCHERPLUS
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**CORRESPONDENCE DATA**

Fax Number: (212)818-9606  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: mlerner@ssbb.com  
Correspondent Name: Mark Lerner  
Address Line 1: 230 Park Avenue  
Address Line 2: Suite 1130  
Address Line 4: New York, NEW YORK 10169

ATTORNEY DOCKET NUMBER:	101958/10
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NAME OF SUBMITTER:	Mark Lerner
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Signature:	/mark lerner/
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Date:	12/22/2005
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Total Attachments: 2  
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## ASSIGNMENT OF TRADEMARK

WHEREAS, Datek Online Holdings Corp. (“Assignor”), a Delaware corporation with its principal place of business at 4211 South 102<sup>nd</sup> Street, Omaha, Nebraska 68127, is the owner of all right, title, and interest in and to the trademarks set forth in Exhibit A annexed hereto (the “Trademarks”);

WHEREAS, Ameritrade IP Company, Inc. (“Assignee”), a Delaware corporation with its principal place of business at 4211 South 102<sup>nd</sup> Street, Omaha, Nebraska 68127 is desirous of acquiring from Assignor said Trademarks for use in all goods and services in connection with which Assignor has established trademark rights, including, but not limited to: securities brokerage services, financial investment services and financial portfolio management services provided via an on-line electronic communications network; providing access by electronic communication networks to databases in the fields of finance, investment, economics and business; and providing access by electronic communication networks to portfolio management tools and/or account;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell and assign to Assignee the entire right, title, and interest in and to the Trademark and Application, together with the goodwill of the business appurtenant thereto and symbolized thereby.

Assignor hereby irrevocably constitutes and appoints Assignee and its successors, legal representatives and assigns the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignor or Assignee but on behalf of and for the benefit of Assignee and its successors, legal representatives and assigns, and at the sole expense of Assignee, to institute, prosecute, compromise, defend and settle any and all proceedings at law, in equity or otherwise that and its successors, legal representatives or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to any property rights of Assignor in the Trademarks, including the right to sue for past infringement of the Trademarks, and to do all such acts and things in relation thereto and as its successors, legal representatives or assigns, shall deem desirable. Assignor shall fully cooperate with and assist Assignee in such proceedings. Assignor hereby declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable and perpetual and shall not be terminated by any act of Assignor or by operation of law, or by the occurrence of any other event, including, without limitation, the bankruptcy of Assignor, or in any other manner or for any other reason.

Assignor warrants and represents that: (1) it has the full right and authority to enter into this assignment; (2) it is the lawful owner of the Trademark and Application and has the right, power and authority to assign the Trademarks; (3) it has not granted an exclusive license, transferred, or assigned the Trademarks to any third party, or otherwise encumbered the Trademarks; and (4) it has entered into no other agreement or contract and is not subject to any order, decree or ruling, which would prohibit it from performing assigning the Trademarks.

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