

08-03-2001



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101799552 COVER SHEET TRADEMARKS ONLY

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

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Jersey Partners Inc. 07/20/01
Individual(s) Association General Partnership Limited Partnership
[X] Corporation-State NY
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Brown Brothers Harriman & Co.
Internal
Address:
Street Address: 59 Wall Street
City: New York State: NY Zip: 10005
Individual(s) citizenship
Association
[X] General Partnership New York
Limited Partnership
Corporation-State
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
[X] Security Agreement Change of Name
Other
Execution Date: April 5, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75725686
76151792 76151820 76151778 76151963
76151793 76151821 76151962 76151818
76151794 76151777 76627866 Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2102950 2099047 2358127

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Cindy D. Carey
Internal Address Clifford Chance Rogers & Wells
08/02/2001 BT0N11 00000108 181843 75725686
01 FC:48 40.00 CH
02 FC:48 425.00 CH
Street Address: 200 Park Avenue
City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved: 18
7. Total fee (37 CFR 3.41) \$ 465
Enclosed
[X] Authorized to be charged to deposit account
8. Deposit account number: 18-1843
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Cindy D. Carey
Name of Person Signing
Signature
Date July 17, 2001

Total number of pages including cover sheet, attachments, and document:
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Schedule I
to
Trademark Security Agreement
Trademark Registrations

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 5, 2001 by Jersey Partners Inc. and Fenics Software Inc. (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of Brown Brothers Harriman & Co., as security trustee for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the "**Security Trustee**").

WITNESSETH:

WHEREAS, pursuant to a Multicurrency Revolving Facility Agreement dated April , 2001 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Facility Agreement**") between (1) Jersey Partners Inc. and GFInet inc. as Borrowers (the "**Borrowers**") and certain subsidiaries of Jersey Partners Inc. as guarantors, (2) Barclays Bank plc as agent of the UK Lenders (the "**UK Agent**") and Brown Brothers Harriman & Co. as agent of the US Lenders (the "**US Agent**"), (3) Barclays Bank plc as security trustee for the UK Lenders (the "**UK Security Trustee**") and Brown Brothers Harriman & Co. as security trustee for the US Lenders (the "**US Security Trustee**") and (4) certain financial institutions party thereto (the "**Lenders**"), the Lenders have severally agreed to make available certain loan facilities upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors are guarantors under the Facility Agreement pursuant to which they have guaranteed the obligations of the Borrowers under the Finance Documents; and

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of April , 2001 in favor of the Security Trustee (the "**Security Agreement**") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Security Trustee to enter into the Facility Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Security Trustee as follows:

Section 1 - Defined Terms

Unless otherwise defined herein, terms defined in the Facility Agreement or in the Security Agreement and used herein have the meanings given to them in the Facility Agreement or in the Security Agreement.

Section 2 - Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Security Trustee for the ratable benefit of the Secured Parties, and grants to the Security Trustee for the ratable benefit of the Secured Parties a lien on and security interests in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademark Collateral**");

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3 - Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Security Trustee pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Security Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

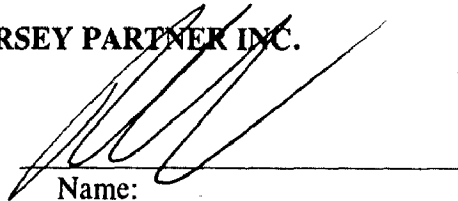
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

JERSEY PARTNER INC.

By:

A handwritten signature in black ink, consisting of several overlapping loops and strokes, positioned above a horizontal line.

Name:

Title:

Very truly yours,

FENICS SOFTWARE INC.

By:

A handwritten signature in black ink, consisting of several overlapping loops and strokes, positioned above a horizontal line.

Name:

Title:

ACCEPTED AND AGREED:

BROWN BROTHERS HARRIMAN & CO.

as Security Trustee

By:



Name: W. Carter Sullivan III

Title: Partner