

07-22-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

102162300 TRADEMARKS ONLY

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

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

1. Name of conveying party(ies): GFI Group Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 7/4/02

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 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See attached list

B. Trademark Registration No.(s) See attached list

Additional number(s) attached Yes No

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

Name: Christine F. Benton Internal Address: Clifford Chance Rogers & Wells LLP Street Address: 200 Park Avenue City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved: 26

7. Total fee (37 CFR 3.41) \$ 665 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

18-1843

DO NOT USE THIS SPACE

9. Signature.

Christine F. Benton Name of Person Signing

Signature

Date July 12, 2002

Total number of pages including cover sheet, attachments, and document: 10

07/19/2002 TDI A21 00000135 181843 2358127 01 FC:481 02 FC:482 40.00 CH 625.00 CH

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 2545 FRAME: 0969

GFI Group Inc.

Registrations

<u>Mark</u>	<u>Reg. No.</u>
DERIVANET	2,358,127
GFI and Design	2,099,047
GFI GROUP	2,102,950
GFINET	2,507,144
GFINET, INC.	2,524,992

Applications

<u>Mark</u>	<u>App. No.</u>
DERIVANET ANALYTICS and Design	75/725,686
DERIVANET PORTAL	75/627,866
DERIVATIVES PORTAL	75/627,867
FINANCIAL INFORMATION PORTAL	75/627,869
GFI ANALYTICS	76/151,792
GFI CAPITAL MARKETS	76/151,963
GFI PORTAL	75/627,868
GFINET ANALYTICS	76/151,793
GFINET CAPITAL MARKETS	76/151,962
GFINET CREDIT DERIVATIVES	76/151,177
GFINET ELECTRICITY	76/151,821
GFINET EMISSIONS	76/231,476
GFINET EMISSIONS DERIVATIVES	76/231,478
GFINET EMISSIONS OPTIONS	76/231,482
GFINET ENERGY	76/151,818
GFINET EQUITIES	76/151,820
GFINET OPTIONS	76/151,778
GFINET REPO	76/151,794
GFINET WEATHER	76/231,479
GFINET WEATHER DERIVATIVES	76/231,477
GFINET WEATHER OPTIONS	76/231,480

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 4, 2002 by GFI Group Inc. (the "Grantor"), in favor of Brown Brothers Harriman & Co., as US security trustee for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the "US Security Trustee").

WITNESSETH:

WHEREAS, pursuant to a Multicurrency Revolving and Term Facilities Agreement dated July 4, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Facilities Agreement") between (1) GFI Group Inc. and GFinet inc. as Borrowers (the "Borrowers") and certain subsidiaries of GFI Group Inc. as guarantors, (2) Barclays Bank plc as agent of the Lenders (the "UK Agent") and Brown Brothers Harriman & Co. as swingline agent for the Lenders (the "US Agent"), (3) Barclays Bank plc as security trustee in the United Kingdom for the Lenders (the "UK Security Trustee") and Brown Brothers Harriman & Co. as security trustee in the United States of America for the Lenders (the "US Security Trustee"), (4) Barclays Bank plc as guarantee bank (the "Guarantee Bank"), (5) Barclays Capital as co-ordinator (the "Co-ordinator") and (6) 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 Grantor is a borrower and a guarantor under the Facilities Agreement pursuant to which it has guaranteed the obligations of the Borrowers under the Finance Documents; and

WHEREAS, the Grantor is party to a Pledge and Security Agreement dated as of July 4, 2002 in favor of the US Security Trustee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

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

Section 1 - Defined Terms

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

Section 2 - Grant of Security Interest in Trademark Collateral

The 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 the Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers

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to the US Security Trustee for the ratable benefit of the Secured Parties, and grants to the US 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 the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule 1 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 the 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 the US Security Trustee pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the US 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.

In the event of conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms and provisions of the Security Agreement shall prevail.

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

Very truly yours,

GFI GROUP INC.

By: 

Name:

Title:

Russell Crossan

COO - N. AMERICA

ACCEPTED AND AGREED:
BROWN BROTHERS HARRIMAN & CO.
as US Security Trustee

By: _____

Name:

Title:

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TRADEMARK
REEL: 2545 FRAME: 0973

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

Very truly yours,

GFI GROUP INC.

By:



Name: Lester Crosson
Title: COO - N. AMERICA

ACCEPTED AND AGREED:
BROWN BROTHERS HARRIMAN & CO.
as US Security Trustee

By:



Name: W. Carter Sullivan III
Title: Partner

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SCHEDULE I
To
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

(A) REGISTERED TRADEMARKS

Mark Reg. No. Date

Trade Mark Servicemarks	Country	Class	Reg.No./A ppl.No.	Reg/File. Date	Owner
GFI GROUP	USA	36	2,102,950	07/Oct/97	GFI Group Inc.
GFI AND DESIGN	USA	36	2,099,047	23/Sept/97	GFI Group Inc.
DERIVANET	USA	36	2,358,127	13/Jun/00	GFI Group Inc.
GFI PORTAL	USA	36	75-627,868 Allowed	27/Jan/99	GFI Group Inc.
GFINET	USA	36	2507144 Registered	13/Nov/01	GFI Group Inc.

(B) TRADEMARK APPLICATIONS

Trade Mark Servicemarks	Country	Class	Reg.No./A ppl.No.	Reg/File. Date	Owner
GFI ANALYTICS	USA	36	76-151,792 Published	23/Oct/00	GFI Group Inc.
GFINET ANALYTICS	USA	36	76-151,793 Pending	23/Oct/00	GFI Group Inc.
GFINET REPO	USA	36	76-151,794 Published	23/Oct/00	GFI Group Inc.
GFINET EQUITIES	USA	36	76-151,820 Published	23/Oct/00	GFI Group Inc.
GFINET ELECTRICITY	USA	36	76-151,821 Pending	23/Oct/00	GFI Group Inc.
GFINET CREDIT DERIVATIVES	USA	36	76-151,777 Published	23/Oct/00	GFI Group Inc.
GFINET OPTIONS	USA	36	76-151,778 Published	23/Oct/00	GFI Group Inc.
GFINET CAPITAL MARKETS	USA	36	76-151,962 Published	23/Oct/00	GFI Group Inc.
GFI CAPITAL MARKETS	USA	36	76-151,963 Published	23/Oct/00	GFI Group Inc.
GFINET ENERGY	USA	36	76-151,818 Published	23/Oct/00	GFI Group Inc.
GFI ANALYTICS	European Union	36	2105864 Pending	26/Feb/01	GFI Group Inc.
GFI CAPITAL MARKETS	European Union	36	2105898 Pending	26/Feb/01	GFI Group Inc.
GFINET ANALYTICS	European Union	36	2105278 Pending	26/Feb/01	GFI Group Inc.

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GFINET CAPITAL MARKETS	European Union	36	2105286 Pending	26/Feb/01	GFI Group Inc.
GFINET CREDIT DERIVATIVES	European Union	36	2105005 Pending	26/Feb/01	GFI Group Inc.
GFINET ELECTRICITY	European Union	36	2105245 Pending	26/Feb/01	GFI Group Inc.
GFINET EMISSIONS	USA	36, 39	76/23/1476 Published	28/Mar/01	GFI Group Inc.
GFINET WEATHER	USA	36	76/231479 Pending	28/Mar/01	GFI Group
GFINET WEATHER OPTIONS	USA	36, 39	76/231480 Published	28/Mar/01	GFI Group Inc.
GFINET WEATHER DERIVATIVES	USA	36, 39	76/231477 Published	28/Mar/01	GFI Group Inc.
GFINET ENERGY	European Union	36	2104412 Pending	26/Feb/01	GFI Group Inc.
GFINET EQUITIES	European Union	36	2105252 Pending	26/Feb/01	GFI Group Inc.
GFINET OPTIONS	European Union	36	2104925 Pending	26/Feb/01	GFI Group Inc.
GFINET REPO	European Union	36	2105260 Pending	26/Feb/01	GFI Group Inc.
GFINET	European Union	36	2653939 Pending	12/Apr/02	GFI Group Inc.
GFI GROUP	European Union	36	26539354 Pending	12/Apr/02	GFI Group Inc.
GFINET	Australia	36	[Appl. No.] Pending	28/Mar/02	GFI Group Inc.
GFI GROUP	Australia	36	[Appl. No.] Pending	28/Mar/02	GFI Group Inc.
GFINET	Japan	36	200238271 Pending	10/May/02	GFI Group Inc.
GFI GROUP	Japan	36	200238272 Pending	10/May/02	GFI Group.

(C) TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement

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