

07-22-2002



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

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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): Fenics Software Inc. 7-17-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Delaware
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
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
Security Agreement Change of Name
Other
Execution Date: 7/4/02

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75473412 75769479
B. Trademark Registration No.(s) 1746959 2284410 2279776
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: 5
7. Total fee (37 CFR 3.41): \$ 140
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: 8

OFFICE OF PATENT RECORDS
FINANCE SECTION
2002 JUL 17 AM 11:19

07/19/2002 TBIAZ1 00000134 181843 75473412
01 FC:481 40.00 CH
02 FC:482 100.00 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: 0977

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 4, 2002 by Fenics Software 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 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.

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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 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,

FENICS SOFTWARE INC.

By: 

Name:

Title:

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

By: _____

Name:

Title:

NY3:7294567

TRADEMARK
REEL: 2545 FRAME: 0980

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,

FENICS SOFTWARE INC.

By: 

Name:
Title:

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

By: 

Name: *W. Carter Sullivan III*
Title: *Partner*

NY307294567

SCHEDULE I
To
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

(A) REGISTERED TRADEMARKS

Mark Reg. No. Date

Trade Mark Servicemarks	Country	Class	Reg.No.	Reg/File. Date	Owner
FENICS	USA	9	1,746,959	Registered 19/Jan/93	Fenics Software Inc.
FENICS	UK	9, 42	2119672	Registered 3/Jan/97	Fenics Software Inc.
FENICS	Singapore	9	4461/97	Registered 15/April/97	Fenics Software Inc.
FENICS. COM	UK	9, 42	2200875	Registered 22/June/99	Fenics Software Inc.
"Upgrade the Trade"	USA	9	2,284,410	Registered 12/Oct/99	Fenics Software Inc.
"Upgrade the Trade"	USA	42	2,279,776	Registered 21/Sept/99	Fenics Software Inc.
RANGER	UK	9	2056275	Registered 12/Feb/96	Fenics Software Inc.
FENICS	Canada	9	864,118	Registered 23/Jan/01	Fenics Software Inc.

(B) TRADEMARK APPLICATIONS

Trade Mark Servicemarks	Country	Class	Reg.No.	Reg/File. Date	Owner
FENICS	Singapore	42	4460/97	Filed 15/April/97	Fenics Software Inc.
FENICS. COM	USA	42	75-769,479	Filed 6/Aug/99	Fenics Software Inc.

(C) TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement

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