

NOV 27 2002

12-04-2002



102302042

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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.

<p>1. Name of conveying party(ies): OptiMark Holdings, Inc.</p> <p style="text-align: right; font-size: 2em; margin-right: 50px;">11-27-02</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Softbank Capital Partners LP</u> Internal Address: _____ Street Address: <u>1188 Centre Street</u> City: <u>Newton</u> State: <u>MA</u> Zip: <u>02459</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input checked="" type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</small></p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>11/27/2002</u></p>	<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ <u>75/965,213</u></p> <p>B. Trademark Registration No.(s) _____ <u>See attached Schedule A</u></p> <p style="text-align: center;">Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>John Savva, Esq.</u> Internal Address: <u>Sullivan & Cromwell</u> _____ _____ Street Address: <u>1870 Embarcadero Road</u> _____ _____ City: <u>Palo Alto</u> State: <u>CA</u> Zip: <u>94303</u></p>	<p>6. Total number of applications and registrations involved: 9</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>240.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p>
DO NOT USE THIS SPACE	
<p>9. Signature.</p> <p><u>Robert J. Warshaw</u> <u>[Signature]</u> <u>11.27.02</u> Name of Person Signing Signature Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 6</p>	

12/03/2002 6TOM11

00000226 75955213

01 FC:8521
02 FC:8522

40.00 OP
200.00 OP

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

SCHEDULE A

Registered Trademarks

Registration No.	Registration Date
2,327,047	03/07/2000
2,251,727	06/08/1999
2,246,384	05/18/1999
2,276,293	09/07/1999
2,298,260	12/07/1999
2,251,728	06/08/1999
2,267,552	08/03/1999
2,494,175	10/02/2001

Additional names and addresses of receiving parties:

Softbank Capital Advisors Fund LP
1188 Centre Street
Newton, MA 02459

Softbank Capital LP
1188 Centre Street
Newton, MA 02459

ASSIGNMENT FOR SECURITY**(TRADEMARKS)**

WHEREAS, OptiMark Holdings, Inc. (the "Assignor") has made certain representations and warranties in the Pledge and Security Agreement (as defined below) and related documents with respect to the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into an Amended and Restated Pledge and Security Agreement, dated as of November 27, 2002 (the "Pledge and Security Agreement"), in favor of Softbank Capital Partners LP, Softbank Capital Advisors Fund LP and Softbank Capital LP, as the lender (collectively, the "Assignee");

WHEREAS, pursuant to the Pledge and Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Pledge and Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment for Security to be duly executed by its officer thereunto duly authorized as of November 27, 2002.

OPTIMARK HOLDINGS, INC.

By: _____

Name: Robert J. Warshaw
Title: Authorized Officer

SCHEDULE A

Registered Trademarks

Registration No.	Registration Date
2,327,047	03/07/2000
2,251,727	06/08/1999
2,246,384	05/18/1999
2,276,293	09/07/1999
2,298,260	12/07/1999
2,251,728	06/08/1999
2,267,552	08/03/1999
2,494,175	10/02/2001