



04-23-2003



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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.

1. Name of conveying party(ies): 4-16-03  
Moneyline Telerate

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State DE  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
 Name: One Equity Partners LLC  
 Internal Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street Address: 320 Park Avenue  
 City: New York State: NY Zip: 10022

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Delaware Limited Liability Company

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 and Mortgage

Execution Date: April 10, 2003

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
N/A

B. Trademark Registration No.(s)  
947.397

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Morgan, Lewis & Bockius LLP  
 Internal Address: Kristen Wigness  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 101 Park Avenue  
 \_\_\_\_\_  
 City: New York State: NY Zip: 10178

6. Total number of applications and registrations involved: ..... 12

7. Total fee (37 CFR 3.41).....\$ 315.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
13-4520

(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.*

meital kasni      [Signature]      4/14/03  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 6

4/22/2003 ECOOPER 00000096 134520 947397  
01 FC:0521 40.00 CH  
02 FC:0522 275.00 CH

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

SCHEDULE 1

MARK	REG. NO.	OWNER/GRANTOR
TELERATE	947,397	Moneyline Telerate
TELERATE A BRIDGE COMPANY	2,468,809	Moneyline Telerate
TELERATE PDQ	1,338,392	Moneyline Telerate
TELERATE TREASURY 500	1,705,390	Moneyline Telerate
TELERATE INTEREST RATE INDEX	1,367,065	Moneyline Telerate
TRADEPLAN	1,357,733	Moneyline Telerate
MARKET MONITOR	1,447,863	Moneyline Telerate
OPTION CHAIN	1,443,512	Moneyline Telerate
MARKET LIMIT	1,443,513	Moneyline Telerate
MULTIPOINT	1,471,233	Moneyline Telerate
TELETRAC	1,427,335	Moneyline Telerate
MARKETFEEED	1,479,136	Moneyline Telerate

**SCHEDULE 2**

<b>PATENT NO.</b>	<b>ISSUE DATE</b>	<b>OWNER/GRANTOR</b>
5220219	1992	Moneyline Telerate
5168446	1989	Moneyline Telerate

GRANT OF SECURITY INTEREST IN AND MORTGAGE  
OF UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of MONEYLINE TELERATE HOLDINGS, MONEYLINE TELERATE, MONEYLINE TELERATE INTERNATIONAL, MONEYLINE NETWORK, INC. and MONEYLINE NETWORKS, LLC (collectively, the "Grantors") hereby assigns, grants and mortgages to ONE EQUITY PARTNERS LLC (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule 1 attached hereto, (ii) all of the Grantor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule 2 attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

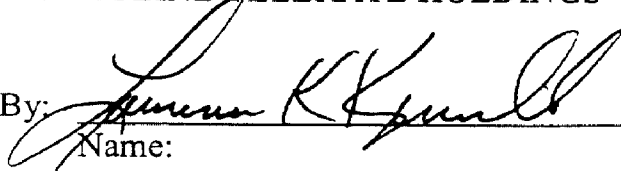
THIS AGREEMENT is entered into to secure the full and prompt performance and payment of all the Obligations, as such term is defined in the Security Agreement dated as of April 10, 2003 between the Grantors and the Grantee (as amended from time to time, the "Security Agreement"). Upon the indefeasible repayment in full of the Obligations (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantors such statements, documents or other instruments in writing as may be reasonably requested by the Grantors releasing the security interest and mortgage in the Marks and Patents granted under this Agreement.

This Agreement has been entered into in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

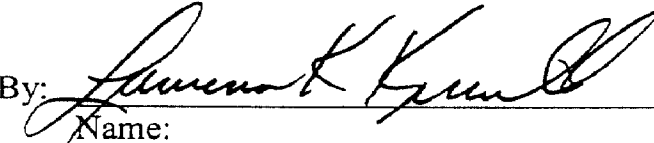
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of April 10, 2003.

**GRANTORS:**

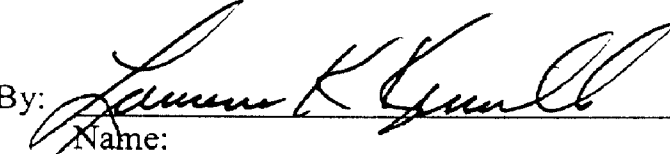
MONEYLINE TELERATE HOLDINGS

By:   
Name:  
Title:

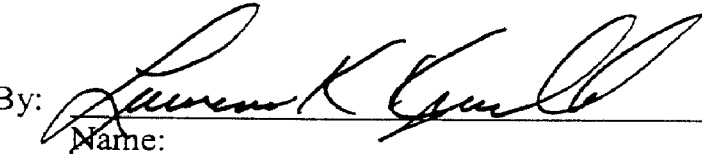
MONEYLINE TELERATE

By:   
Name:  
Title:

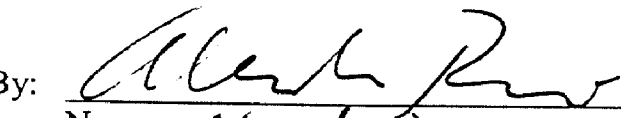
MONEYLINE TELERATE INTERNATIONAL

By:   
Name:  
Title:

MONEYLINE NETWORK, INC.

By:   
Name:  
Title:

MONEYLINE NETWORKS, LLC

By:   
Name: Alexander Ross  
Title: President

BOM

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GRANTEE:

ONE EQUITY PARTNERS LLC

By:

Name: *DAN SCHIMMOSKY*  
Title: