

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Market Data Corporation		12/30/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Cantor Fitzgerald Securities
Street Address:	135 East 57th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	PARTNERSHIP: NEW YORK

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	1738753	MDC
Registration Number:	2171512	MDC WARE
Registration Number:	2274679	MEDSCAN
Registration Number:	1731802	MDC
Registration Number:	2576832	CARRIERRANKINGS
Registration Number:	2452004	MEDITORIAL
Registration Number:	2370619	MDC MEDSCAN
Registration Number:	2478694	PERSONAL CONDITION PROFILE
Registration Number:	2247220	MARKET EXPLORER
Registration Number:	2159582	MARKET TRADER
Registration Number:	2067741	WHAT'S SAID
Serial Number:	74617970	JEWELSCAN
Serial Number:	74617800	LAWSCAN
Serial Number:	74593608	MDC NET
Serial Number:	74589945	MDCWARE

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Serial Number:	74589304	MDCNET
Serial Number:	74523515	MARKET DATA CORPORATION
Serial Number:	74502038	MDC 3000
Serial Number:	74363470	MDC 2000
Serial Number:	74256731	MARKET DATA CORPORATION
Serial Number:	74180313	MDC 2001
Serial Number:	74125608	MDC MARKET DATA CORPORATION
Serial Number:	74125371	MARKET DATA CORPORATION
Serial Number:	74125112	CELLULAR MICROGRAPHICS
Serial Number:	74125105	SYMBOLIC SIGNALLING
Serial Number:	74124957	CRIS
Serial Number:	75763617	MEDITORIAL
Serial Number:	75521076	EMO
Serial Number:	75521075	EMO
Serial Number:	75521074	EMO
Serial Number:	75521073	EMO
Serial Number:	75152245	MDC WEB
Serial Number:	75152244	INTERGEM
Serial Number:	75152243	MDC EXPLORER
Serial Number:	75093180	TRADESCAPE
Serial Number:	75012932	SQUAWKBOX
Serial Number:	74679664	INTERNET MEDICAL INFORMATION ACCESS SERVICE
Serial Number:	74679663	INTERNET MEDICAL INFORMATION NETWORK
Serial Number:	74679620	MARKETWARE
Serial Number:	74679618	INTERNET MEDICAL INFORMATION SERVICE
Serial Number:	74679612	FINANCEWARE

**CORRESPONDENCE DATA**

Fax Number: (212)373-2831  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-373-3325  
Email: dhartnett@paulweiss.com  
Correspondent Name: Deborah Hartnett  
Address Line 1: 1285 Avenue of the Americas  
Address Line 2: Paul, Weiss, Rifkind, Wharton & Garrison  
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:

11960-033

**TRADEMARK**

**REEL: 002770 FRAME: 0800**

NAME OF SUBMITTER:

Deborah Hartnett

**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK SECURITY AGREEMENT**, dated as of December 30, 2003, by Market Data Corporation (the "*Pledgor*"), in favor of Cantor Fitzgerald Securities ("*Secured Party*").

W I T N E S S E T H:

WHEREAS, the Pledgor is a party to a Security Agreement of even date herewith in favor of the Secured Party (the "*Security Agreement*") pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, Pledgor hereby agrees with the Secured Party as follows:

SECTION 1 **Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2 **Grant of Security Interest in Trademark Collateral.** Pledgor hereby mortgages, pledges and hypothecates to Secured Party a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of Pledgor (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; *provided, however*, that the foregoing grant of security interest shall not include any "intent-to-use" based application for a Trademark until such time that a statement of use has been filed with the United States Patent and Trademark Office for such application;

(b) all renewals 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 Pledgor 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 Secured Party pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security

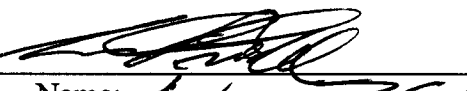
Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature pages follow]

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

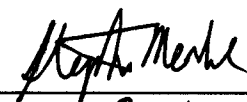
Very truly yours,

MARKET DATA CORPORATION

By:   
Name: *Andrew Feidel*  
Title: *President*

Accepted and Agreed:

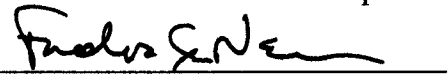
CANTOR FITZGERALD SECURITIES

By:   
Name: *Stephen Merkle*  
Title: *EMD + GC*

Acknowledgment of Pledgor

STATE OF NEW YORK                    )  
  ) ss.  
COUNTY OF NEW YORK                )

On this 30<sup>th</sup> day of December, 2003 before me personally appeared Andrew Sevel, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Merck & Co. Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

FREDRIC S. NEWMAN  
Notary Public, State of New York  
No. 02NE5072568  
Qualified in New York County  
Commission Expires February 3, 2007

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

1. REGISTERED TRADEMARKS  
Including Mark Reg. No. and Date

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
MDC	1738753	December 8, 1992 (cancelled)
MDC WARE	2171512	July 7, 1998
MEDSCAN	2274679	August 31, 1999
MDC	1731802	November 10, 1992 (cancelled)
CARRIERRANKINGS	2576832	June 4, 2002
MEDITORIAL	2452004	May 15, 2001
MDC MEDSCAN	2370619	July 25, 2000
PERSONAL CONDITION PROFILE	2478694	August 14, 2001
MARKET EXPLORER	2247220	May 25, 1999
MARKET TRADER	2159582	May 19, 1998
WHAT'S SAID	2067741	June 3, 1997

2. TRADEMARK APPLICATIONS

<b>Mark</b>	<b>Application Number</b>	<b>Application Date</b>
JEWELSCAN	74617970	January 4, 1995 (abandoned)
LAWSCAN	74617800	January 3, 1995 (abandoned)



MDC NET	74593608	November 1, 1994 (abandoned)
MDCWARE	74589945	October 24, 1994 (abandoned)
MDCNET	74589304	October 24, 1994 (abandoned)
MARKET DATA CORPORATION	74523515	May 10, 1994 (abandoned)
MDC 3000	74502038	March 21, 1994 (abandoned)
MDC 2000	74363470	February 26, 1993 (abandoned)
MARKET DATA CORPORATION	74256731	March 18, 1992 (abandoned)
MDC 2001	74180313	June 26, 1991 (abandoned)
MDC MARKET DATA CORPORATION	74125608	December 21, 1990 (abandoned)
MARKET DATA CORPORATION	74125371	December 21, 1990 (abandoned)
CELLULAR MICROGRAPHICS	74125112	December 20, 1990 (abandoned)
SYMBOLIC SIGNALLING	74125105	December 20, 1990 (abandoned)
CRIS	74124957	December 20, 1990 (abandoned)
MEDITORIAL	75763617	July 29, 1999 (abandoned)
EMO	75521076	July 17, 1998 (abandoned)
EMO	75521075	July 17, 1998 (abandoned)
EMO	75521074	July 17, 1998 (abandoned)
EMO	75521073	July 17, 1998 (abandoned)
MDC WEB	75152245	August 19, 1996 (abandoned)

INTERGEM	75152244	August 19, 1996 (abandoned)
MDC EXPLORER	75152243	August 19, 1996 (abandoned)
TRADESCAPE	75093180	April 24, 1996 (abandoned)
SQUAWKBOX	75012932	October 31, 1995 (abandoned)
INTERNET MEDICAL INFORMATION ACCESS SERVICE	74679664	May 24, 1995 (abandoned)
INTERNET MEDICAL INFORMATION NETWORK	74679663	May 24, 1995 (abandoned)
MARKETWARE	74679620	May 24, 1995 (abandoned)
INTERNET MEDICAL INFORMATION SERVICE	74679618	May 24, 1995 (abandoned)
FINANCEWARE	74679612	May 24, 1995 (abandoned)