

08-15-2003



Form PTO-1594  
(Rev. 10/02)  
OMB No. 0851-0027 (exp. 8/30/2005)

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

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Tab settings

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

1. Name of conveying party(ies):

OptiMark Holdings, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: as of 07/23/2003

2. Name and address of receiving party(ies)

Name: Solibank Capital Partners LP

Internal Address:

Street Address: 1188 Centre Street

City: Newton State: MA Zip: 02459

- Individual(s) citizenship
- Association
- General Partnership
- 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 assignments)  
Additional name(s) & address(es) attached?  Yes  No

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

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

B. Trademark Registration No.(s)  
See attached Schedule A

Additional number(s) attached  Yes  No

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

Name: John Savva, Esq.

Internal Address: Sullivan & Cromwell LLP

Street Address: 1870 Embarcadero Road

City: Palo Alto State: CA Zip: 94303-3308

8. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 3.41).....\$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Robert J. Warshaw

Name of Person Signing

[Signature]

Signature

7/23/03

Date

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

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

08/14/2003 LMIJELLER 00000159 2327047

01 FC:8521  
02 FC:8522

40.00 DP  
200.00 DP

#1416 P.032

VIE FINANCIAL GROUP NY

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TRADEMARK  
REEL: 002801 FRAME: 0610

1. Additional names of conveying parties:

OptiMark, Inc.

OptiMark US Equities, Inc.

2. 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

**Schedule A**

**Registered Trademarks**

<b>Registration Number</b>	<b>Registration Date</b>
2,327,047	03/07/2000
2,251,727	06/01/1999
2,246,384	05/11/1999
2,276,293	09/07/1999
2,298,260	12/07/1999
2,251,728	06/01/1999
2,267,552	08/01/1999
2,494,175	10/01/2001

**Trademark Applications**

<b>Application Number</b>	<b>Filing Date</b>
75/955,213	03/07/2000

**ASSIGNMENT FOR SECURITY****(TRADEMARKS)**

WHEREAS, each of OptiMark Holdings, Inc., OptiMark, Inc. and OptiMark US Equities, Inc. (each, an "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 A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Assignor has entered into a Third Amended and Restated Pledge and Security Agreement, dated as of July 23, 2003 (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"); and

WHEREAS, pursuant to the Pledge and Security Agreement, each 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 such 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);

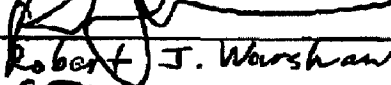
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in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

Each 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.

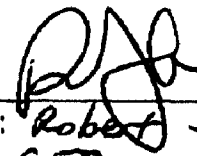
(Signature page follows)

IN WITNESS WHEREOF, each Assignor has caused this Assignment for Security to be duly executed by its officer thereunto duly authorized as of July 23, 2003.

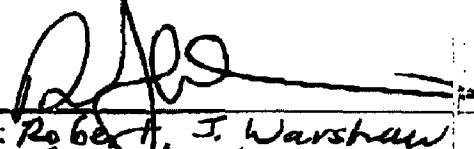
**OPTIMARK HOLDINGS, INC.**

By:   
Name: Robert J. Warshaw  
Title: CEO

**OPTIMARK, INC.**

By:   
Name: Robert J. Warshaw  
Title: CEO

**OPTIMARK US EQUITIES, INC.**

By:   
Name: Robert J. Warshaw  
Title: President

(Signature page to Assignment for Security (Trademarks))

## Schedule A

### Registered Trademarks

<b>Registration Number</b>	<b>Registration Date</b>
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
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### Trademark Applications

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