

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Notice of Grant of Security Interest
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GFI Group Inc.		08/23/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Administrative Agent
Street Address:	101 N. Tryon Street
Internal Address:	15th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 10		
Property Type	Number	Word Mark
Registration Number:	2507144	GFINET
Registration Number:	2524992	GFINET, INC.
Registration Number:	2759153	GFI PORTAL
Registration Number:	2102950	GFI GROUP
Registration Number:	2099047	GFI
Registration Number:	2358127	DERIVANET
Registration Number:	2728256	DERIVATIVES PORTAL
Serial Number:	78404947	GFI CREDITMATCH
Serial Number:	78389908	GFI
Serial Number:	78139116	CASCADING MODELS

CORRESPONDENCE DATA	
Fax Number:	(919)416-8339
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	919 286-8028

OP \$265.00 2507144

Email: PTO_TMconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 2200 West Main Street
Address Line 2: Suite 800
Address Line 4: Durham, NORTH CAROLINA 27705

ATTORNEY DOCKET NUMBER:	017625.2413 CLE
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NAME OF SUBMITTER:	Charles L. Evans
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Total Attachments: 3 source=NGSI-T GFI Group#page1.tif source=NGSI-T GFI Group#page2.tif source=NGSI-T GFI Group#page3.tif

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Domestic Security Agreement dated as of August 23, 2004 (the "Domestic Security Agreement") by and among the Grantors party thereto (each an "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications set forth on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations.

The undersigned Grantor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Domestic Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

GFI GROUP INC.,
a Delaware corporation

By: James A. Peers
Name: James A. Peers
Title: Chief Financial Officer

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: _____
Name:
Title:

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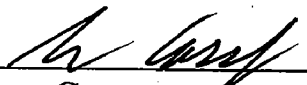
Very truly yours,

GFI GROUP INC.,
a Delaware corporation

By: _____
Name:
Title:

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: 
Name: **Sean W. Cassidy**
Title: **Principal**

GFI GROUP INC.
(Delaware Corporation)

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
GFINET	2507144	11/13/01
GFINET, INC.	2524992	1/1/02
GFI PORTAL	2759153	9/2/03
GFI GROUP	2102950	01/7/97
GFI and Design	2099047	9/23/97
DERIVANET	2358127	6/13/00
DERIVATIVE PORTAL	2728256	6/17/03

Pending Applications

Mark	Application No.	Filing Date
GFI CREDITMATCH	78404947	04/20/04
F GFI and Design	78389908	03/24/04
CASCADING MODELS	78139116	06/26/02

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