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

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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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):
WALL STREET SYSTEMS DELAWARE, INC.

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

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

2. Name and address of receiving party(ies)
Name: WELLS FARGO FOOTHILL, INC.
Internal Address:
Street Address: One Boston Place, 18th Floor
City: Boston State: MA Zip: 02108

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State Delaware
- [ ] 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 assignment)
Additional name(s) & address(es) attached? [ ] Yes [ ] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: 3/3/2005

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

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

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

Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Joseph Makseyn
Internal Address: Otterbourg, Steindler

Street Address: 230 Park Avenue

City: New York State: NY Zip: 10169

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....$ 315.00

- [x] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Joseph Makseyn — Name of Person Signing
Signature
3/8/05 — Date

Total number of pages including cover sheet, attachments, and document: 8

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

03/15/2005 ECOOPER 00000157 7632389
01 FC:8521 40.00 OP
02 FC:8522 275.00 OP

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark/Service Mark	Country of Registration	Appln/Reg.#	Appln/Reg. Date
CORPORATE TREASURY DASHBOARD	United States	76/323,896	10/11/2001
Dots Design	United States	2,497,176	10/9/2001
ETIE	United States	76/075,789	6/22/2000
FULL SPECTRUM PROCESSING	United States	2,798,403	12/23/2003
MONEY-AT-RISK	United States	2,475,830	8/7/2001
ORDERLINK	United States	2,802,883	1/6/2004
THE ETREASURY STANDARD	United States	2,733,307	7/1/2003
THE SERVICES FACTORY	United States	2,584,596	6/25/2002
THE WALL STREET SYSTEM	United States	2,240,263	4/20/1999
WALL STREET SYSTEMS	United States	2,233,488	3/23/1999
WALL STREET SYSTEMS (& Design)	United States	2,518,695	12/11/2001
WSS	United States	2,233,489	3/23/1999

Trade Names

Wall Street Systems
Wall Street Systems Delaware, Inc.
Wall Street Systems Services Corp.
Wall Street Systems Participation, Inc.
SOCX LLC
SOCX LTD
Wall Street Systems Services Corp. – Canada
Services Corp. (Taiwan), L.L.C.
Wall Street Systems Services (Denmark) APS
Wall Street Systems (Germany) GmbH

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 3rd day of March, 2005, between WALL STREET SYSTEMS DELAWARE, INC., a Delaware corporation (the "Grantor"), and WELLS FARGO FOOTHILL, INC. (together with its successors, "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") between Grantor and Lender, Lender is willing to make certain financial accommodations available to Grantor pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Grantor as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender, for the benefit of the Bank Product Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender, for the benefit of the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, for the benefit of the Bank Product Provider, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all applications, registrations or renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, for the benefit of the Bank Product Provider, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks (as defined in the Credit Agreement), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give Lender prompt written notice with respect to any such trademark registrations or applications therefor. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

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

WALL STREET SYSTEMS DELAWARE, INC.

By: _____

Name: Lucien Knerp

Title: Chairman + Secretary

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.

By: _____

Name: _____

Title: _____

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

WALL STREET SYSTEMS DELAWARE, INC.

By:_____

Name:_____

Title:_____

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.

By: _____

Name: ERIK R. SAWYER

Title: VICE PRESIDENT

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Wall Street Systems Services (Denmark) APS
Wall Street Systems (Germany) GmbH

Wall Street Systems (Netherlands) B.V.
Wall Street Systems Services (Asia Pacific), L.L.C.
Wall Street Systems Sales Corp., L.L.C.
Wall Street Systems Services (ASIA PACIFIC), L.L.C. – Singapore Branch
Wall Street Systems Sales Corp. – U.K. Branch
Wall Street Systems Services Corp. –U.K. Branch
Wall Street Systems Services Corp. Sucursal en Espana
Wall Street Systems Services Corp. Norsk Filial
Wall Street Systems Services Corp. (USA) Filial Sverige

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.