

10-27-2005

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/20)

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



MRD

10/19/2005

103046262

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Refco Group Ltd., LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Delaware Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 08/05/2004

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, as Administrative Agent

Internal

Address: One Independence Center

Street Address: 101 N Tryon Street

City: Charlotte

State: North Carolina

Country: USA Zip: 28255

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Bank

Citizenship _____
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
76-228903; 76-562941; 76-489613

B. Trademark Registration No.(s)
2650476; 2700752; 2413120; 2822678; 2415645; 2578033;
2578047; 2864293; 2578023; 2195372; 1316069; 2863060

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
2863060

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

Name: Jackie Lee

Internal Address: Access Information Services, Inc.

Street Address: 1773 Western Avenue

City: Albany

State: New York Zip: 12203

Phone Number: 518-452-1873

Fax Number: 518-452-0822

Email Address: _____

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$390

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Jackie Lee
Signature
Jackie Lee A. Lee
Name of Person Signing

10-18-05
Date

Total number of pages including cover sheet, attachments, and document: 10

10/19/2005
01 FC:8521
02 FC:8522
03 FC:8523

Documents recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

10/31/2005 DBYRNE 00000001 2650476

01 FC:8522

25.00 OP

TRADEMARK
REEL: 003184 FRAME: 0078

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**") dated August 5, 2004 is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Bank of America, N.A., as administrative agent (the "**Administrative Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Refco Finance Holdings LLC, a Delaware limited liability company, has entered into a Credit Agreement dated as of August 5, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with New Refco Group Ltd., LLC, a Delaware limited liability company ("**Holdings**"), Bank of America, N.A., as the L/C Issuer, the Swing Line Lender and the Administrative Agent, the other Agents named therein and the Lenders party thereto.

WHEREAS, as a condition precedent to the making of the Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement and entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated August 5, 2004 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Trademarks of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. *Grant of Security.* Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each U.S. Trademark owned by the Grantor, including, without limitation, each U.S. Trademark registration and application therefor, referred to in Schedule 1 hereto (*provided* that no security interest shall be granted in U.S. intent-to-use trademark applications to the extent that, and solely during the

period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law), and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

Section 2. *Security for Obligations.* The grant of continuing security interest in the Trademark Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Secured Obligations of such Grantor, now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. *Recordation.* Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

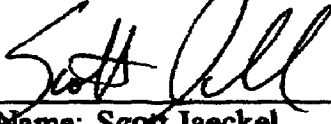
Section 4. *Execution in Counterparts.* This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. *Grants, Rights and Remedies.* This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not create any additional rights or obligations for any party hereto.

Section 6. *GOVERNING LAW.* THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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

REFCO FINANCE HOLDINGS LLC

By: 
Name: Scott Jaeckel
Title: Treasurer

NEW REFCO GROUP LTD., LLC

By: _____
Name: Scott Schoen
Title: President

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

REFCO FINANCE HOLDINGS LLC

By: _____
Name: Scott Jaeckel
Title: Treasurer

NEW REFCO GROUP LTD., LLC

By: 
Name: Scott Schoen
Title: President

BERSEC INTERNATIONAL LLC
KROECK & ASSOCIATES LLC
LIND-WALDOCK SECURITIES, LLC
MARSHALL METALS, LLC
MARKET EDUCATIONAL INSTITUTE,
LLC
REFCO ADMINISTRATION, LLC
REFCO CAPITAL LLC
REFCO CAPITAL HOLDINGS, LLC
REFCO CAPITAL MANAGEMENT, LLC
REFCO CAPITAL TRADING LLC
REFCO FINANCIAL, LLC
REFCO FIXED ASSETS
MANAGEMENT, LLC
REFCO F/X ASSOCIATES, LLC
REFCO GLOBAL CAPITAL
MANAGEMENT LLC
REFCO GLOBAL FUTURES, LLC
REFCO GLOBAL HOLDINGS, LLC
REFCO INFORMATION SERVICES, LLC
REFCO MANAGED FUTURES, LLC
REFCO MORTGAGE SECURITIES, LLC
REFCO REGULATED COMPANIES, LLC
SUMMIT MANAGEMENT, (NEWCO)
LLC
WESTMINSTER-REFCO
MANAGEMENT LLC

All by:


Name: Philip Silverman
Title: Secretary

TRADEMARKS

GRANTOR	TRADEMARK	COUNTRY	REGISTRATION/ SERIAL NUMBER	STATUS	REGISTRATION/ APPLICATION DATE
Refco Group Ltd., LLC	LeoWeb	U.S.	2,650,476	Registered	November 12, 2002
Refco, LLC	Lind Anywhere	U.S.	2,700,752	Registered	March 25, 2003
Refco, LLC	LindConnect	U.S.	2,413,120	Registered	December 12, 2000
Refco Group Ltd., LLC	LindForum	U.S.	2,822,678	Registered	March 16, 2004
Refco Group Ltd., LLC	LindFX	U.S.	2,415,645	Registered	December 26, 2000
Refco, LLC	Lind Plus	U.S.	2,578,033	Registered	June 11, 2002
Refco, LLC	Lind Portfolio Analyzer	U.S.	2,578,047	Registered	June 11, 2002
Refco Group Ltd., LLC	LIND Xpress	U.S.	2,864,293	Registered	July 20, 2004
Refco, LLC	LindSystems	U.S.	2,578,023	Registered	June 11, 2002
Refco, LLC	Lind-Waldock	U.S.	2,195,372	Registered	October 13, 1998
Refco Group Ltd., LLC	Market Voice	U.S.	76-228,903	Allowed Statement of Use to be filed	March 22, 2001
Refco, Inc.	Refco (Stylized Letters)	U.S.	1,316,069	Registered	January 22, 1985
Refco Group Ltd., LLC	Refco & Design	Argentina	2403780	Published- Lima Opposition	
Refco Group Ltd., LLC	Refco & Design	Australia	863607	Registered	
Refco Group Ltd., LLC	Refco & Design	Bermuda	33104	Registered	
Refco Group Ltd., LLC	Refco & Design	Brazil	823942767	Published	

GRANTOR	TRADEMARK	COUNTRY	REGISTRATION/ SERIAL NUMBER	STATUS	REGISTRATION/ APPLICATION DATE
Refco Group Ltd., LLC	Refco & Design	Canada	TMA 589,743	Registered	September 15, 2003
Refco Group Ltd., LLC	Refco & Design	China	1955216	Registered	
Refco Group Ltd., LLC	Refco & Design	Hong Kong	11294/2002	Registered	
Refco Group Ltd., LLC	Refco & Design	India	1236515	Application Pending	
Refco Group Ltd., LLC	Refco & Design	Japan	4,699,005	Registered	August 8, 2003
Refco Group Ltd., LLC	Refco & Design	Korea	86418	Registered	
Refco Group Ltd., LLC	Refco & Design	Malaysia	2001-02043	Published	
Refco Group Ltd., LLC	Refco & Design	Russia	2001701807	Received Final Refusal- No Appeal Authorized	
Refco Group Ltd., LLC	Refco & Design	Singapore	T01/015521	Registered	
Refco Group Ltd., LLC	Refco & Design	Switzerland	486772	Registered	January 29, 2001
Refco Group Ltd., LLC	Refco & Design	Taiwan	90002370	Registered	
Refco Group Ltd., LLC	Refco & Design	U.S.	2,863,060	Registered	July 13, 2004
Refco Group Ltd., LLC	Refco On-Line Trading	Africa	2000/23385	Application Pending	
Refco Group Ltd., LLC	Refco On-Line Trading	Argentina	2317146	Opposed- Lema Opposition	

DA1:37749101W39V011.DOCN77356.0036

GRANTOR	TRADEMARK	COUNTRY	REGISTRATION/ SERIAL NUMBER	STATUS	REGISTRATION/ APPLICATION DATE
Refco Group Ltd., LLC	Refco On-Line Trading	Australia	858153	Registered	
Refco Group Ltd., LLC	Refco On-Line Trading	Brazil	823407110	Published	
Refco Group Ltd., LLC	Refco On-Line Trading	Canada	1083,687	Published- Allowed Extension of Time	November 22, 2000
Refco Group Ltd., LLC	Refco On-Line Trading	Europe	1967967	Registered	June 28, 2002
Refco Group Ltd., LLC	Refco On-Line Trading	Japan	4581444	Registered	June 28, 2002
Refco Group Ltd., LLC	Refco On-Line Trading	Korea	41-200029718	Application Pending	
Refco Group Ltd., LLC	Refco On-Line Trading	Mexico	459249	Application Pending	
Refco Group Ltd., LLC	Refco On-Line Trading	New Zealand	627622	Registered	
Refco Group Ltd., LLC	Refco On-Line Trading	Norway	209808	Registered	
Refco Group Ltd., LLC	Refco On-Line Trading	Russia	2000729809	Received Final Refusal- No Appeal Authorized	
Refco Group Ltd., LLC	Refco On-Line Trading	Taiwan	161580	Registered	
Refco Group Ltd., LLC	Refco On-Line Trading	Venezuela	5513-2002	Published	
Refco Group Ltd., LLC	Refco Velocitetrader (Stylized Letters)	U.S.	76-562,941	Application Pending- Non- Final Action	November 17, 2003

GRANTOR	TRADEMARK	COUNTRY	REGISTRATION/ SERIAL NUMBER	STATUS	REGISTRATION/ APPLICATION DATE
Refco Group Ltd., LLC	SPOT	U.S.	76-489,613	Allowed Statement of Use to be filed	February 14, 2003

DA1:877491\01\839V011.DOC\77356.0036

RECORDED: 10/19/2005

TRADEMARK
REEL: 003184 FRAME: 0087