

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
AMERITRADE HOLDING CORPORATION		01/23/2006	CORPORATION: DELAWARE
AMERITRADE ONLINE HOLDINGS CORP.		01/23/2006	CORPORATION: DELAWARE
AMERITRADE IP COMPANY, INC.		01/23/2006	CORPORATION: DELAWARE
AMERITRADE SERVICES COMPANY, INC.		01/23/2006	CORPORATION: DELAWARE
DATEK ONLINE HOLDINGS CORP.		01/23/2006	CORPORATION: DELAWARE
THINKTECH, INC.		01/23/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CITICORP NORTH AMERICA, INC.
Street Address:	390 Grennwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Registration Number:	1557221	ACCUTRADE
Registration Number:	2946399	ADVANCED ANALYZER
Registration Number:	2310027	ADVANCED CLEARING, INC.
Serial Number:	76323969	AMERIFLEX
Registration Number:	2032385	AMERITRADE
Serial Number:	76381156	
Registration Number:	2701664	AMERITRADE

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Serial Number:	76381269	AMERITRADE
Serial Number:	76357916	AMERITRADE ADVANTAGE
Registration Number:	2411005	AMERITRADE
Serial Number:	78160344	AMERITRADE APEX
Serial Number:	76360813	AMERITRADE CLEARING
Registration Number:	2634398	AMERITRADE PLUS
Serial Number:	76360812	AMERITRADE PRO
Serial Number:	74539129	AMERITRADE, INC.
Serial Number:	76381157	AMERITRADE @ WORK
Serial Number:	78418528	AMERIVEST
Registration Number:	2514343	BELIEVE IN YOURSELF
Registration Number:	2545171	BIG THINK
Registration Number:	2457369	BIGTHINK
Registration Number:	2417153	BUCK GREENBACK
Registration Number:	2643927	BUILT TO TRADE
Registration Number:	2687457	CANDLESTICK GURU
Registration Number:	2482696	DARWIN SURVIVAL OF THE FITTEST
Registration Number:	2663504	DARWIN SURVIVAL OF THE FITTEST
Registration Number:	2427782	DATEK
Registration Number:	2634142	
Registration Number:	2336063	DATEK ONLINE
Registration Number:	2332993	DATEK ONLINE
Registration Number:	2438057	DATEK ONLINE
Registration Number:	2467044	DATEK ONLINE
Registration Number:	2611894	ENGINEERED FOR PERFORMANCE
Registration Number:	2466285	FINANCIAL PASSPORT
Serial Number:	76366703	FREETRADE BY AMERITRADE
Serial Number:	76366702	FREETRADE BY AMERITRADE
Registration Number:	2474627	FREETRADE.COM
Registration Number:	2810936	FUNDSNOW
Registration Number:	2553412	ICLEARING
Registration Number:	2606498	IT'S HOW YOU GET SOMEWHERE ON WALL STREET
Registration Number:	2263034	MAKING INVESTORS SMARTER ONE BY ONE
Registration Number:	2368525	ONLINE FINANCIAL ASSISTANT
Registration Number:	2367843	ONMONEY

Registration Number:	2376450	ONMONEY INTERNET CHECKING
Registration Number:	2887035	SNAPTICKET
Registration Number:	2646956	SPEECHPOWER
Registration Number:	2353844	STREAMER
Serial Number:	76360811	SUPER STREAMMACHINE
Serial Number:	78766576	TD AMERITRADE
Serial Number:	78766548	TDA
Registration Number:	2429111	THE BEST WAY TO SHOW YOU CARE.
Serial Number:	78593939	THE DOROTHY PRINCIPLE
Registration Number:	2288864	THE SMART WAY TO PLAN AHEAD.
Registration Number:	2523620	THE ULTIMATE DISCOUNT BROKER
Serial Number:	78227000	THINKTECH
Registration Number:	2292183	TRADE NOW
Registration Number:	2416212	TRADECHARTS
Registration Number:	2616507	TRADESCOUT
Registration Number:	2621828	WATCHER
Registration Number:	2701741	W
Registration Number:	2510713	WATCHERPLUS

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-848-4455
Email: jlik@shearman.com
Correspondent Name: Alfi Guindi
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP - IP Docketing
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	38/6531
NAME OF SUBMITTER:	Alfi Guindi
Signature:	/Alfi Guindi/
Date:	02/02/2006

Total Attachments: 19
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This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated January 23, 2006, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Citicorp North America, Inc., as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Ameritrade Holding Corporation, a Delaware corporation, has entered into a Credit Agreement dated as of January 23, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with Citicorp North America, Inc., as Administrative Agent and as Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated January 23, 2006 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other 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 Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);

the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States 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 applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

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; and

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 Collateral of or arising from any of the foregoing.

SECTION 2. Excluded Property; Security for Obligations. (a) No Grantor shall be required to grant a security interest in (and the term "Collateral" shall not include) any property to the extent that such grant of a security interest is prohibited by any applicable law or governmental authority, requires a consent not obtained of any governmental authority pursuant to any applicable law or is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property or, in the case of any investment property, any applicable shareholder or similar agreement, except to the extent that such applicable law or the term in such contract, license, agreement, instrument or other document or shareholder or similar agreement providing for such prohibition, breach, default or termination of requiring such consent is ineffective under applicable law; provided that (x) each such contract, license, agreement, instrument, or other document or shareholder or similar agreement described in this paragraph was not entered into with a view to avoid a pledge of such property hereunder, (y) if the Administrative Agent shall determine such property to be material, such grantor shall, following the request of the Administrative Agent, use commercially reasonable efforts to obtain consents necessary for the granting of such Lien on such property hereunder and (z) in the event that the security interest granted under Section 1 does not attach to any such property, such security interest shall immediately and automatically attach to the same, without any further action on the part of any party hereto, at such time as the conditions described above which caused the same to be excluded from such grant shall cease to apply thereto.

(b) The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents and the Secured Hedge Agreements, 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. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents and the Secured Hedge Agreements but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP 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 IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies

of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP 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 IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AMERITRADE HOLDING CORPORATION

By _____
Name:
Title:

AMERITRADE ONLINE HOLDINGS CORP.,
as Grantor

By _____
Title:

AMERITRADE IP COMPANY, INC.,
as Grantor

By _____
Title:

AMERITRADE SERVICES COMPANY, INC.,
as Grantor

By _____
Title:

DATEK ONLINE HOLDINGS CORP.,
as Grantor

By _____
Title:

THINKTECH, INC.,
as Grantor

By _____
Title:

IP SECURITY AGREEMENT
SCHEDULES

Schedule A Patents
Schedule B Trademarks
Schedule C Copyrights

Patents and Patent Applications

	<u>Grantor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Patent No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
1.	Ameritrade IP Company, Inc.	Contact Server	US	N/A	09/736,707	12/15/00	N/A
2.	Ameritrade Holding Corporation	Dynamic Rebalancing of Assets in an Investment Portfolio	US	N/A	10/777,093	2/13/04	N/A
3.	Ameritrade IP Company, Inc.	Market Speedometer	US	N/A	60/616,220	10/7/04	N/A
4.	Ameritrade IP Company, Inc.	Method and System for Analyzing and Screening Investment Information	US	N/A	09/542,413	4/3/00	N/A
5.	Ameritrade IP Company, Inc.	Pattern Matcher	US	N/A	11/224,930	9/14/04	N/A
6.	Ameritrade IP Company, Inc.	Quote and Order Entry Interface	US	N/A	10/765,998	1/29/04	N/A
7.	Ameritrade IP Company, Inc.	Stock Purchase Index	US	6,901,383	N/A	N/A	5/31/05
8.	Ameritrade IP Company, Inc.	Stock Purchase Index	US	N/A	11/053,349	2/9/05	N/A
9.	Ameritrade Online Holdings Corp.	Stock Purchase Index	Canada	N/A	2,371,441	5/17/00	N/A
10.	Ameritrade IP Company, Inc.	Stock Simulation Engine for an Options Trading Game	US	6,709,330	N/A	N/A	3/23/04

	<u>Grantor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Patent No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
11.	Ameritrade IP Company, Inc.	User Interface Selectable Real Time Information Delivery System and Method	US	N/A	10/274,685	10/21/02	N/A

Trademarks Registrations and Applications

	<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
1.	Ameritrade IP Company, Inc.	A Logo	European Community		N/A	3,966,942	08/03/04	N/A
2.	Ameritrade IP Company, Inc.	ACCUTRADE	United States		1,557,221	73/766,883	12/02/88	09/19/89
3.	Ameritrade IP Company, Inc.	ACCUTRADE	Canada		427,605	721,292	01/26/93	05/20/94
4.	Ameritrade IP Company, Inc.	ADVANCED ANALYZER	United States		76/366,701	2,946,399	01/11/02	05/03/05
5.	Ameritrade IP Company, Inc.	ADVANCED CLEARING, INC.	United States		75/423,916	2,310,027	01/27/98	01/18/00
6.	Ameritrade IP Company, Inc.	AMERIFLEX	United States		N/A	76/323,969	10/10/01	N/A
7.	Ameritrade IP Company, Inc.	AMERITRADE	European Community		N/A	3,962,396	08/03/04	N/A
8.	Ameritrade IP Company, Inc.	AMERITRADE	United States		2,032,385	75/110,860	05/28/96	01/21/97

**TRADEMARK
REEL: 003240 FRAME: 0523**

	<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
9.	Ameritrade IP Company, Inc.	AMERITRADE	Canada		TMA581440	1,097,111	03/23/01	05/13/03
10.	Ameritrade IP Company, Inc.	AMERITRADE	Canada		TMA624612	1,097,110	03/23/01	11/03/04
11.	Ameritrade IP Company, Inc.	AMERITRADE	Canada		TMA622767	1,097,109	03/23/01	10/19/04
12.	Ameritrade IP Company, Inc.	AMERITRADE	Canada		TMA622930	1,097,108	03/23/01	10/20/04
13.	Ameritrade IP Company, Inc.	Ameritrade "A" Logo	United States		N/A	76/381,156	03/11/02	N/A
14.	Ameritrade IP Company, Inc.	AMERITRADE & Design	United States		2,701,664	76/012,372	03/28/00	04/01/03
15.	Ameritrade IP Company, Inc.	AMERITRADE & DESIGN (VERTICAL)	United States		N/A	76/381,269	03/11/02	N/A
16.	Ameritrade IP Company, Inc.	AMERITRADE ADVANTAGE	United States		N/A	76/357,916	01/11/02	N/A
17.	Ameritrade IP Company, Inc.	AMERITRADE and Design	United States		2,411,005	75/363,507	09/26/97	12/05/00
18.	Ameritrade IP Company, Inc.	AMERITRADE APEX	United States		N/A	78/160,344	09/04/02	N/A
19.	Ameritrade IP Company, Inc.	AMERITRADE CLEARING	United States		N/A	76/360,813	01/11/02	N/A

**TRADEMARK
REEL: 003240 FRAME: 0524**

	<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
20.	Ameritrade IP Company, Inc.	AMERITRADE PLUS	United States		2,634,398	76/219,483	03/02/01	10/15/02
21.	Ameritrade IP Company, Inc.	AMERITRADE PRO	United States		N/A	76/360,812	01/11/02	N/A
22.	Ameritrade IP Company, Inc.	AMERITRADE UK	European Community		N/A	3,962,206	08/03/04	N/A
23.	Ameritrade IP Company, Inc.	AMERITRADE UK and A Logo	European Community		N/A	3,962,198	08/03/04	N/A
24.	Ameritrade IP Company, Inc.	AMERITRADE, INC.	United States		2,011,336	74/539,129	06/17/94	10/29/96
25.	Ameritrade IP Company, Inc.	AMERITRADE@WORK	United States		N/A	76/381,157	03/11/02	N/A
26.	Ameritrade IP Company, Inc.	AMERITRADECANA DA	Canada		TMA624732	1,097,113	03/23/01	11/04/04
27.	Ameritrade IP Company, Inc.	AMERITRADECANA DA	Canada		TMA622221	1,097,115	03/23/01	10/07/04
28.	Ameritrade IP Company, Inc.	AMERITRADECANA DA	Canada		TMA622001	1,097,114	03/23/01	10/06/04
29.	Ameritrade IP Company, Inc.	AMERITRADECANA DA	Canada		TMA622165	1,097,112	03/23/01	10/07/04
30.	Ameritrade IP Company, Inc.	AMERIVEST	United States		N/A	78/418,528	05/13/04	N/A

**TRADEMARK
REEL: 003240 FRAME: 0525**

	<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
31.	Ameritrade IP Company, Inc.	BELIEVE IN YOURSELF	United States		2,514,343	75/980,378	08/11/99	12/04/01
32.	Ameritrade IP Company, Inc.	BIG THINK	United States		2,545,171	75/579,742	10/30/98	03/05/02
33.	Ameritrade IP Company, Inc.	BIGTHINK	United States		2,457,369	76/080,755	06/29/00	06/05/01
34.	Ameritrade IP Company, Inc.	BUCK GREENBACK & Design	United States		2,417,153	75/757,516	06/29/99	01/02/01
35.	Ameritrade IP Company, Inc.	BUILT TO TRADE	United States		2,643,927	76/116,573	08/23/00	10/29/02
36.	Ameritrade IP Company, Inc.	CANDLESTICK GURU	United States		2,687,457	78/006,768	05/04/00	02/11/03
37.	Ameritrade IP Company, Inc.	DARWIN SURVIVAL OF THE FITTEST	United States		2,482,696	75/387,832	11/10/97	08/28/01
38.	Ameritrade IP Company, Inc.	DARWIN SURVIVAL OF THE FITTEST and Design	United States		2,663,504	75/387,965	11/10/97	12/17/02
39.	Datek Online Holdings Corp.	DATEK	United States		2,427,782	75/445,840	03/06/98	02/13/01
40.	Datek Online Holdings Corp.	DATEK	European Union		1,354,026	73/522,443	10/22/99	10/22/99
41.	Datek Online Holdings Corp.	DATEK	Australia		N/A	811,541	10/26/99	N/A

**TRADEMARK
REEL: 003240 FRAME: 0526**

	<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
42.	Ameritrade IP Company, Inc.	Datek Flying "D" Design Only	United States		2,634,142	76/123,981	09/07/00	10/15/02
43.	Ameritrade IP Company, Inc.	DATEK ONLINE	United States		2,336,063	75/718,342	06/01/99	03/28/00
44.	Ameritrade IP Company, Inc.	DATEK ONLINE	United States		2,332,993	75/718,341	06/01/99	03/21/00
45.	Datek Online Holdings Corp.	DATEK ONLINE	European Union		1,353,689		10/22/99	10/22/99
46.	Datek Online Holdings Corp.	DATEK ONLINE	Japan		4620566		07/21/00	11/15/02
47.	Datek Online Holdings Corp.	DATEK ONLINE	Australia		N/A	811,542	10/26/99	N/A
48.	Ameritrade IP Company, Inc.	DATEK ONLINE and Design	United States		2,438,057	75/719,778	06/02/99	03/27/01
49.	Ameritrade IP Company, Inc.	DATEK ONLINE and Design	United States		2,467,044	75/729,264	06/15/99	07/10/01
50.	Datek Online Holdings Corp.	DATEK ONLINE and Design	European Union		N/A	1,357,433	10/22/99	N/A
51.	Datek Online Holdings Corp.	DATEK ONLINE and Design	Japan		4620567		07/21/00	11/15/02
52.	Datek Online Holdings Corp.	DATEK ONLINE and Design	Australia		N/A	811,543	10/26/99	N/A

**TRADEMARK
REEL: 003240 FRAME: 0527**

	<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
53.	Ameritrade IP Company, Inc.	ENGINEERED FOR PERFORMANCE	United States		2,611,894	76/174,215	12/01/00	08/07/02
54.	Ameritrade IP Company, Inc.	FINANCIAL PASSPORT	United States		2,466,285	75/644,542	02/17/99	07/03/01
55.	Ameritrade IP Company, Inc.	FREETRADE BY AMERITRADE	United States		N/A	76/366,703	01/11/02	N/A
56.	Ameritrade IP Company, Inc.	FREETRADE BY AMERITRADE and Design	United States		N/A	76/366,702	01/11/02	N/A
57.	Ameritrade IP Company, Inc.	FREETRADE.COM	United States		2,474,627	75/861,119	12/01/99	07/31/01
58.	Ameritrade IP Company, Inc.	FUNDSNOW	United States		2,810,936	75/919,465	02/15/00	02/03/04
59.	Ameritrade IP Company, Inc.	ICLEARING	United States		2,553,412	75/800,279	10/08/99	03/26/02
60.	Ameritrade IP Company, Inc.	ITS HOW YOU GET SOMEWHERE ON WALL STREET	United States		2,606,498	75/981,172	05/24/00	08/13/02
61.	Ameritrade IP Company, Inc.	MAKING INVESTORS SMARTER ONE BY ONE	United States		2,263,034	75/497,943	06/08/98	07/20/99
62.	Ameritrade IP Company, Inc.	ONLINE FINANCIAL ASSISTANT	United States		2,368,525	75/767,394	08/04/99	07/18/00
63.	Ameritrade IP Company, Inc.	ONMONEY (Stylized)	United States		2,367,843	75/604,682	12/14/98	07/18/00

**TRADEMARK
REEL: 003240 FRAME: 0528**

	<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
64.	Ameritrade IP Company, Inc.	ONMONEY INTERNET CHECKING	United States		2,376,450	75/413,517	01/02/98	08/15/00
65.	Ameritrade IP Company, Inc.	SNAPTICKET	United States		2,887,035	76/366,709	01/11/02	09/21/04
66.	Ameritrade IP Company, Inc.	SPEECHPOWER	United States		2,646,956	76/222,771	03/09/01	11/05/02
67.	Ameritrade IP Company, Inc.	STREAMER	United States		2,353,844	75/773,082	08/11/99	05/30/00
68.	Datek Online Holdings Corp.	STREAMER	Canada		TMA850,201	1,076,204	09/26/00	04/30/03
69.	Datek Online Holdings Corp.	STREAMER	European Union		N/A	1708726	06/15/00	N/A
70.	Datek Online Holdings Corp.	STREAMER	Japan		4506484		07/21/00	09/14/01
71.	Datek Online Holdings Corp.	STREAMER	Australia		839497		06/21/00	08/03/01

**TRADEMARK
REEL: 003240 FRAME: 0529**

	<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
72.	Ameritrade IP Company, Inc.	SUPER STREAM MACHINE	United States		N/A	76/360,811	01/11/02	N/A
73.	Ameritrade IP Company, Inc. *	TD AMERITRADE	United States		N/A	78/766,576	12/05/05	N/A
74.	Ameritrade IP Company, Inc. *	TDA	United States		N/A	78/766,548	12/05/05	N/A
75.	Ameritrade IP Company, Inc.	THE BEST WAY TO SHOW YOU CARE	United States		2,429,111	75/526,222	07/27/98	02/20/01
76.	Ameritrade IP Company, Inc.	THE DOROTHY PRINCIPLE	United States		N/A	78/593,939	03/24/05	N/A
77.	Ameritrade IP Company, Inc.	THE SMART WAY TO PLAN AHEAD	United States		2,288,864	75/526,224	07/27/98	10/26/99
78.	Ameritrade IP Company, Inc.	THE ULTIMATE DISCOUNT BROKER	United States		2,523,620	75/881,482	12/28/99	12/25/01
79.	Datek Online Holdings Corp.	THE WATCHER	European Union		1708569		06/15/00	01/18/02
80.	Datek Online Holdings Corp.	THE WATCHER	Australia		839496	798,114	06/21/00	08/03/01

* The name and trademark "TD", when used as part of the noted trademarks, is used under license from The Toronto-Dominion Bank pursuant to that certain Trademark License Agreement, dated June 22, 2005, between The Toronto-Dominion Bank and Ameritrade Holding Corporation, as amended, restated, supplemented or otherwise modified from time to time.

**TRADEMARK
REEL: 003240 FRAME: 0530**

	<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
81.	Datek Online Holdings Corp.	THE WATCHER	Japan		4561561		07/21/00	04/19/02
82.	Ameritrade IP Company, Inc.	THINKTECH	United States		N/A	78/227,000	03/18/03	N/A
83.	Ameritrade IP Company, Inc.	TRADE NOW	United States		2,292,183	75/445,850	03/06/98	11/16/99
84.	Ameritrade IP Company, Inc.	TRADECAST	Hong Kong		B05646/2001 B05647/2001	1999/07950 1999/07951	06/22/99	05/16/01
85.	Ameritrade IP Company, Inc.	TRADECAST	European Community		1,220,847	1,220,847	06/25/99	12/13/00
86.	Ameritrade IP Company, Inc.	TRADECAST	Singapore		T99/07057D T99/07057B	T99/07057B T99/07058B	06/25/99	01/20/99
87.	Ameritrade IP Company, Inc.	TRADECAST	Canada		N/A	1,020,879	06/30/99	N/A
88.	Ameritrade IP Company, Inc.	TRADECAST	Australia		798,114	798,114	06/22/99	12/07/99
89.	Ameritrade IP Company, Inc.	TRADECAST	European Community		1,220,847	1,220,847	06/25/99	12/13/00
90.	Ameritrade IP Company, Inc.	TRADECAST	Japan		4,415,108	061375/1999	07/07/99	09/08/00
91.	Ameritrade IP Company, Inc.	TRADECAST	Malaysia		99006077	99,006,077	07/07/99	12/30/02

**TRADEMARK
REEL: 003240 FRAME: 0531**

	<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
92.	Ameritrade IP Company, Inc.	TRADECHARTS	United States		2,416,212	75/491,116	05/27/98	12/26/00
93.	Ameritrade IP Company, Inc.	TRADESCOUT	United States		2,616,507	76/047,335	05/12/00	09/10/02
94.	Ameritrade IP Company, Inc.	WATCHER	United States		2,621,828	75/864,221	12/06/99	09/17/02
95.	Datek Online Holdings Corp.	WATCHER	Japan		N/A	2000-080745	07/21/00	N/A
96.	Ameritrade IP Company, Inc.	Watcher "W" Design Only	United States		2,701,741	76/166,555	11/16/00	04/01/03
97.	Ameritrade IP Company, Inc.	WATCHERPLUS	United States		2,510,713	78/050,802	03/01/01	11/20/01
98.	Datek Online Holdings Corp.	WATCHERPLUS	Canada		TMA850,259	1,094,910	03/05/01	04/30/03
99.	Ameritrade IP Company, Inc.	WHAT'S YOUR SHARE	Canada		N/A	1,169,815	03/03/03	N/A

**TRADEMARK
REEL: 003240 FRAME: 0532**

Schedule C to the
IP Security Agreement

Copyright Registrations and Applications

	<u>Grantor</u>	<u>Title of Work</u>	<u>Country</u>	<u>Title</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
1.	Ameritrade IP Company, Inc.	24 Hour Broker	US		TXU-688-829			5/15/95
2.	Ameritrade IP Company, Inc.	Accutrade for Windows Version 1.0	US		TX-4-305-870			5/13/96
3.	Ameritrade IP Company, Inc.	Bidwell 7 Company sample portfolio report	US		TX-5-336-857			2/12/01
4.	Ameritrade IP Company, Inc.	TradeCast Online	US		TX-5-168-771			12/6/99
5.	Ameritrade IP Company, Inc.	Watcher: version 9.3 By Watcher Technologies, LLC	US		TX-5-378-817			9/24/01
6.	Ameritrade IP Company, Inc.	Watcher: version 12.43 By Watcher Technologies, LLC	US		TX-5-378-816			9/24/01
7.	Ameritrade IP Company, Inc.	Watcher: version 11.0 By Watcher Technologies, LLC	US		TX-5-378-815			9/24/01
8.	Ameritrade IP Company, Inc.	Watcher: version 10.0 By Watcher Technologies, LLC	US		TX-5-378-814			9/24/01
9.	Ameritrade IP Company, Inc.	Watcher: version 7.5 By Watcher Technologies, LLC	US		TX-5-378-813			9/24/01
10.	Ameritrade IP Company, Inc.	Watcher: version 6.0 By Watcher Technologies,	US		TX-5-378-812			9/24/01

	<u>Grantor</u>	<u>Title of Work</u>	<u>Country</u>	<u>Title</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
		LLC						
11.	Ameritrade IP Company, Inc.	Watcher: version 5.3 By Watcher Technologies, LLC	US		TX-5-378-811			9/24/01
12.	Ameritrade IP Company, Inc.	Watcher: version 1.0 by Datek Securities Corporation	US		TX-5-378-810			9/24/01
13.	Ameritrade IP Company, Inc.	Watcher 10.0	US		TX-5-225-648			5/30/00
14.	Ameritrade IP Company, Inc.	Watcher: version 6.0	US		TX-5-219-525			5/26/00
15.	Ameritrade IP Company, Inc.	Watcher (version 5.3)	US		TX-5-213-748			5/24/00
16.	Ameritrade IP Company, Inc.	Watcher (version 7.5)	US		TX-5-208-215			5/24/00
17.	Ameritrade IP Company, Inc.	Watcher (version 12.43)	US		TX-5-186-607			4/21/00
18.	Ameritrade IP Company, Inc.	Watcher: version 11.1	US		TX-5-008-835			4/7/00
19.	Ameritrade IP Company, Inc.	Watcher: version 9.3	US		TX-5-008-834			4/7/00
20.	Ameritrade IP Company, Inc.	Watcher: version 1.0	US		TX-5-008-833			4/7/00