

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARCHIPELAGO HOLDINGS, INC.		03/02/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WAVE SECURITIES, L.L.C		
Street Address:	100 South Wacker		
Internal Address:	Suite 1720		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2955233	WAVE SECURITIES	
Serial Number:	78555180	WAVE SECURITIES	
CORRESPONDENCE DATA			
Fax Number:	(312)701-7711		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-701-8607		
Email:	cdore@mayerbrownrowe.com		
Correspondent Name:	Joan L. Long		
Address Line 1:	71 South Wacker Drive		
Address Line 2:	Mayer Brown Rowe & Maw LLP		
Address Line 4:	Chicago, ILLINOIS 60606-4637		
NAME OF SUBMITTER:	Joan L. Long		
Signature:	/Joan L. Long/		

OP \$65.00 2955233

Date:

03/07/2006

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This trademark assignment (the "Assignment") is made this 2nd day of March, 2006, by and between Archipelago Holdings, Inc., a Delaware corporation, having its principal place of business at 100 South Wacker Drive, Suite 1800, Chicago, Illinois 60606 (hereinafter "Assignor"), and Wave Securities, L.L.C., an Illinois limited liability company, having its principal place of business at 100 South Wacker Drive, Suite 1720, Chicago, Illinois 60606 (hereinafter "Assignee").

WHEREAS, Assignor owns and is using the trademarks identified in the attached Schedule A (collectively, hereinafter the "Marks").

WHEREAS, Assignor desires to contribute and assign to Assignee, and Assignee desires to acquire from Assignor, the Marks, together with the goodwill symbolized by such Marks.

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Trademark Assignment. Assignor hereby contributes, transfers, conveys, assigns, and delivers unto Assignee the following:

(a) Assignor's entire right, title and interest in and to the Marks in the United States, its territorial possessions and in all foreign countries, whether or not such Marks have been registered prior to, on or after the date of this Assignment, any applications therefor, and any and all renewals and extensions thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, together with all goodwill associated with such Marks;

(b) All claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement of any Mark prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name and to recover any damages and other remedies; and

(c) All rights corresponding to the Marks throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurance. Assignor agrees that it shall do, execute, acknowledge and deliver, at Assignor's expense, all acts, agreements, instruments, notices and assurances as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby.

3. Severability. In case any one or more of the provisions contained herein for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

4. Amendment. This Assignment may not be amended or supplemented orally, but only by an instrument in writing signed by Assignor and Assignee.

5. Benefit of the Assignment. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement shall not be construed so as to confer any right or benefit upon any Person, other than the parties hereto and their respective successors and permitted assigns.

6. GOVERNING LAW. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first set forth above.

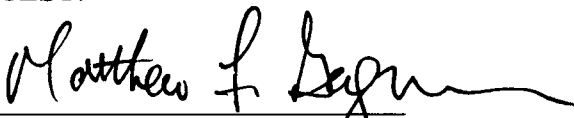
ARCHIPELAGO HOLDINGS, INC.
("Assignor")

By:  _____

Name: Gerald Putnam

Title: Chairman & Chief Executive Officer

ATTEST:



Name: Matthew Bergman

Title: _____

WAVE SECURITIES, L.L.C.
("Assignee")

By: _____

Name: _____

Title: _____

ATTEST:

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first set forth above.

ARCHIPELAGO HOLDINGS, INC.
("Assignor")

By: _____

Name: _____

Title: _____

ATTEST:

Name: _____

Title: _____

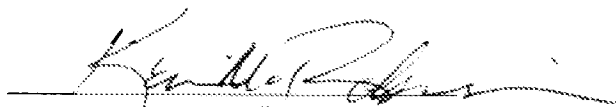
WAVE SECURITIES, L.L.C.
("Assignee")

By:  _____

Name: Joseph Lombardi

Title: President

ATTEST:


Name: Kevin Robinson

Title: _____

[Signature Page to Trademark Assignment]

SCHEDULE A

Registered Trademarks

<u>Trademark</u>	<u>Owner</u>	<u>Country</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Wave Securities	Archipelago Holdings, Inc.	European Community Trademark	1/20/03	2232842
Wave Securities	Archipelago Holdings, Inc.	United Kingdom	2/28/01	2262636
Wave Securities	Archipelago Holdings, Inc.	United States	5/24/05	76/118,673 (2955233)

Pending Trademarks

<u>Trademark</u>	<u>Owner</u>	<u>Country</u>	<u>Appl. Date</u>	<u>Appl. No.</u>
Wave Securities	Archipelago Holdings, Inc.	Canada	12/30/03	1200751
Wave Securities	Archipelago Holdings, Inc.	United States	1/27/05	78/555180