

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BNY Jaywalk LLC		10/02/2006	LIMITED LIABILITY COMPANY: DELAWARE
Eze Castle Software, Inc.		10/02/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital Corporation, as Collateral Agent
Street Address:	4 World Financial Center
City:	New York
State/Country:	NEW YORK
Postal Code:	10080
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2937715	INDEPENDENT RESEARCH MERITOCRACY
Registration Number:	2733890	JAYWALK INCORPORATED
Registration Number:	2567236	
Registration Number:	2548264	JAYWALK
Registration Number:	2726390	TRADERS CONSOLE
Registration Number:	2694645	HEDGEHUNTER
Registration Number:	2627345	EZE CASTLE
Registration Number:	2345267	THE COMMISSION OPTIMIZER
Registration Number:	2283653	THE COMMISSION OPTIMIZER

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$240.00 2937715

Phone: 2122995600
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: 31st Floor
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	10/20/2006

Total Attachments: 6

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Second Lien Trademark Security Agreement

Trademark Security Agreement, dated as of October 2, 2006 by BNY JAYWALK LLC, a Delaware limited liability company, and EZE CASTLE SOFTWARE, INC. a Delaware corporation, (each individually a "Grantor" and together, the "Grantors"), in favor of MERRILL LYNCH CAPITAL CORPORATION, a Delaware corporation, in its capacity as collateral agent pursuant to the Second Lien Pledge and Security Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantors are party to a Second Lien Pledge and Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit and Guaranty Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantors hereby pledge and grant to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral of each Grantor:

- (a) Trademarks of each Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each 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.

Very truly yours,

BNY JAYWALK LLC

By: 

Name:
Title:

[Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 003413 FRAME: 0080

IN WITNESS WHEREOF, the 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.

Very truly yours,

EZE CASTLE SOFTWARE, INC.

By:



Name: Christopher M. Springler
Title: Chief Financial Officer

[Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 003413 FRAME: 0081

Accepted and Agreed:

MERRILL LYNCH CAPITAL CORPORATION,
as Collateral Agent

By: John C. Rowland
Name: John C. Rowland
Title: Vice President

[Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 003413 FRAME: 0082

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Owner	Registration Number	Class
BNY Jaywalk Inc.	2,937,715	INDEPENDENT RESEARCH MERITOCRACY
BNY Jaywalk Inc.	2,733,890	JAYWALK INCORPORATED & Design
BNY Jaywalk Inc.	2,567,236	Design Only (Bird in Flight)
BNY Jaywalk Inc.	2,548,264	JAYWALK
EZE Castle Software, Inc.	2,726,390	TRADERS CONSOLE
EZE Castle Software, Inc.	2,694,645	HEDGEHUNTER
EZE Castle Software, Inc.	2,627,345	EZE CASTLE
EZE Castle Software, Inc.	2,345,267	THE COMMISSION OPTIMIZER
EZE Castle Software, Inc.	2,283,653	THE COMMISSION OPTIMIZER

Trademark Applications:

None.