

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	10/01/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Forward Consulting Inc.		10/01/2006	CORPORATION: IOWA

**RECEIVING PARTY DATA**

Name:	GFI Group Inc.
Street Address:	100 WALL STREET
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	75926296	AMEREX
Serial Number:	76000437	AMEREX

**CORRESPONDENCE DATA**

Fax Number: (212)425-5288  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-425-7200  
 Email: tmdocketny@kenyon.com  
 Correspondent Name: Michelle M. Marsh, Esq.  
 Address Line 1: One Broadway  
 Address Line 4: New York, NEW YORK 10004

NAME OF SUBMITTER:	Michelle M. Marsh, Esq.
Signature:	/Michelle M. Marsh/
Date:	11/03/2006

CH \$65.00 75926296

**Total Attachments: 4**

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EXECUTION VERSION

ASSIGNMENT

This ASSIGNMENT (the "Assignment") is made and entered into as of the 1<sup>st</sup> day of October, 2006, (the "Effective Date"), by and between Forwarding Consulting Inc., an Iowa corporation ("Forwarding Consulting"), and GFI Group Inc. a Delaware corporation ("GFI"), (each individually a "Party"; collectively the "Parties").

WITNESSETH:

WHEREAS, Amerex Natural Gas I, Ltd., a Texas limited partnership, Amerex Power, Ltd., a Texas limited partnership, Amerex Emissions, Ltd., a Texas limited partnership, and Amerex Retail Energy Services, Ltd., a Texas limited partnership (collectively, the "Sellers") and GFI entered into an Asset Purchase Agreement dated September 6, 2006, (the "Asset Purchase Agreement") pursuant to which Sellers sold, transferred and assigned to GFI certain of the assets of Sellers relating to the operation of the its business;

WHEREAS, Forwarding Consulting and GFI entered into an Assignment and Coexistence Agreement, dated as of October 1, 2006 in respect of the certain matters relating to the Assigned Marks (as defined below); and


WHEREAS, pursuant to the Asset Purchase Agreement, Sellers agreed that as a condition to the closing of the Asset Purchase Agreement, Forwarding Consulting and GFI would enter into this Agreement, pursuant to which Forwarding Consulting will sell, transfer and assign to GFI in the Territory (as defined below), all right, title and interest in, to and under the trademarks shown on the attached Schedule A (the "Assigned Marks") and the goodwill associated therewith and symbolized thereby solely for use in North America and South America (the "Territory").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Forwarding Consulting (a) does hereby sell, assign and transfer over to GFI and GFI hereby accepts the sale and assignment of, all of Forwarding Consulting's right, title and interest in and to the Assigned Marks, together with the goodwill associated therewith and symbolized thereby solely, and (b) consents to GFI's use and applications and registration thereof, in the Territory, including any renewals and extensions of the registrations that are or may be secured under the laws of the Territory, now or hereafter in effect, together with all income, royalties or payments due or payable with respect to the Assigned Marks as of the Effective Date including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Marks, with the right to sue for, and collect the same for GFI's own use and enjoyment and for the use and enjoyment of its successors, assigns, affiliates or other legal representatives. Forwarding Consulting requests the Commissioner of Patents and Trademarks to record GFI as the assignee and owner thereof.

The Parties shall provide to each other and their successors, assigns or other legal representatives, cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, powers of attorney and other documentation as maybe reasonably required) that is reasonable and appropriate in connection with (a) the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Assigned Marks; (b) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Assigned Marks, including, without limitation, testifying as to any facts relating to the Assigned Marks assigned herein and this Assignment; (c) in obtaining any additional trademark protection for any of the Assigned Marks that GFI reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States and all foreign countries; and (d) in the implementation or perfection of this Assignment.

IN TESTIMONY WHEREOF, the Parties hereto have executed this Trademark Assignment as of the 1<sup>st</sup> day of October, 2006.

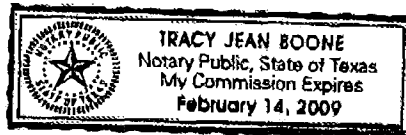
FORWARDING CONSULTING INC.

By:   
Name: Michael Cosgrove  
Title: President


STATE OF TEXAS            )  
  ) SS.  
COUNTY OF HARRIS        )

On this 29<sup>th</sup> day of September, 2006, there appeared before me Michael Cosgrove, personally known to me, who acknowledged that he/she signed the foregoing Agreement as his/her voluntary act and deed with full authority to do so.

  
Notary Public

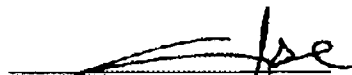


GFI GROUP INC

By:   
Name: J. Christopher Granata  
Title: Exec. V.P. - Corp. Dev.

STATE OF New York )  
 ) SS.  
COUNTY OF New York )

On this 1<sup>st</sup> day of October, 2006, there appeared before me J. Christopher Granata, personally known to me, who acknowledged that he/she signed the foregoing Agreement as his/her voluntary act and deed with full authority to do so.

  
Notary Public

GEOFFREY EDWARD BECOL  
Notary Public, State of New York  
No. 028E6027744  
Qualified in New York County  
Commission Expires July 12, 2007

Schedule A

ASSIGNED MARKS

<u>Trademark/Tradename</u>	<u>Registered/Unregistered</u>	<u>Serial Number</u>
Trademark: Amerex	Registered: December 19, 2000	75-926, 296
Trademark: Amerex	Registered: September 30, 2003	76-000, 437

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