

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
Amerex Natural Gas I, Ltd.		10/01/2006	a limited partnership composed of Amerex Natural Gas, Inc. Texas corporation: TEXAS

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: 1

Property Type	Number	Word Mark
Registration Number:	2946144	XCHECK

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/

CH \$40.00 2946144

Date:

11/03/2006

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment dated as of October 1, 2006 (the "IP Assignment") is made and entered into between GFI Group Inc., a Delaware corporation ("Assignee"), and Amerex Natural Gas I, Ltd., a Texas limited partnership ("Gas"), Amerex Power, Ltd., a Texas limited partnership ("Power"), Amerex Emissions, Ltd., a Texas limited partnership ("Emissions"), and Amerex Retail Energy Services, Ltd., a Texas limited partnership ("Retail") (each of Gas, Power, Retail and Emissions is referred to herein as an "Assignor" and collectively as the "Assignors").

RECITALS

WHEREAS, each Assignor owns all right, title and interest in and to such Assignor's trademarks, trademark applications for registration and registrations identified on Schedule A, and all goodwill associated therewith and symbolized thereby (collectively, the "Trademarks");

WHEREAS, each Assignor owns all right, title and interest in and to such Assignor's copyrights and applications for registration and registrations identified on Schedule B (collectively, the "Copyrights", and together with the Trademarks, the "Intellectual Property");

WHEREAS, Assignee and the Assignors entered into the Asset Purchase Agreement dated September 6, 2006 (the "Asset Purchase Agreement"); and

WHEREAS, each Assignor desires to sell, assign and transfer, and Assignee desires to receive, such Assignor's Intellectual Property.

NOW THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- (1) Each Assignor severally hereby agrees to and does assign and transfer to Assignee the full and exclusive right, title and interest to all of Assignor's Intellectual Property, to have and to hold forever for the use and benefit of Assignee, including without limitation the right to sue and recover for past infringements, subject to the limitations and disclaimers set forth in the Asset Purchase Agreement. This assignment in connection with one registered trademark is further memorialized in Exhibit C.
- (2) Each Assignor, severally and not jointly, hereby represents and warrants that such Assignor owns and possesses all right, title and interest in and to such Assignor's Intellectual Property. Neither the making nor acceptance of this IP Assignment shall modify, enlarge or restrict the terms or conditions of the Asset Purchase Agreement

nor constitute a waiver or release by Buyer or any Assignor of any liabilities, duties or obligations imposed upon any of them by the terms and conditions of the Asset Purchase Agreement.

(3) At Assignee's request and expense, and without further consideration, Assignors shall execute or cause to be executed by its employees or agents and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Assignee may reasonably deem necessary or desirable in order to effectively transfer, convey and assign to Assignee, and to confirm and evidence Assignee's title to, all of the Assignor's Intellectual Property, and, to the full extent permitted by law, to put Assignee in actual possession and operating control of the Assignor's Intellectual Property and to assist Assignee in exercising all rights with respect thereto.

(4) This IP Assignment and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this IP Assignment nor any of the rights, interests or obligations hereunder may be assigned by any party hereto without the prior written consent of the other parties hereto. Notwithstanding the foregoing, Assignee may assign its rights, interests or obligations hereunder to a direct or indirect wholly-owned subsidiary of Assignee; provided that in the event of such an assignment, Assignee shall remain liable for all its obligations hereunder.

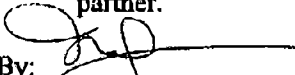
(5) This IP Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to a contract executed and performed in such State, without giving effect to the conflicts of laws principles thereof.

(6) In the case of any inconsistencies between this IP Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall prevail.

(7) This IP Assignment may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

AMEREX NATURAL GAS I, LTD.

By: Amerex Natural Gas, Inc., its general partner.

By: 
Name: Michael Cosgrove
Title: CEO

STATE OF TEXAS)
COUNTY OF HARRIS) SS.


On this 29th 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



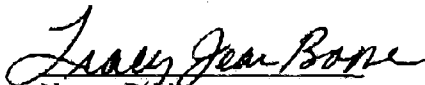
AMEREX POWER, LTD.

By: Amerex Power I, Inc., its general partner

By: 
Name: Michael Cosgrove
Title: CEO

STATE OF Texas)
COUNTY OF HARRIS) SS.

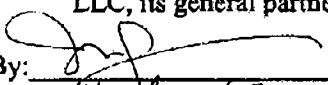
On this 29th day of September, 2006, there appeared before me Michael Cosgrove personally known to me, who acknowledged that he/she signed the foregoing Agreement as his/her voluntary act and deed with full authority to do so.


Notary Public



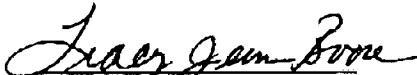
AMEREX EMISSIONS, LTD.

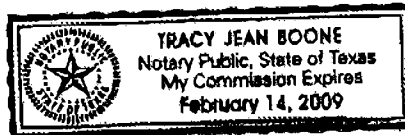
By: Amerex Emissions Management,
LLC, its general partner

By: 
Name: Michael Cosgrove
Title: CEO

STATE OF TEXAS)
COUNTY OF HARRIS) SS.

On this 29th 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



Trademarks

Assignor: Amerex Natural Gas I, Ltd.

"Amerex Natural Gas I, Ltd.", an unregistered name used by this Assignor.

"Amerex Group of Companies" is a fictitious name filed with the Texas Secretary of State's office, but such filing does not constitute a trademark registration under Texas law. This IP Assignment includes all rights, if any, of Amerex Natural Gas I, Ltd. to any common law trademark rights, if any, associated with its use of such name.

Assignor's rights to, including the right to use in North America, the U.S. trademarks "Amerex" owned by Forwarding Consulting Inc. (which trademarks are subject to the separate assignment from Forwarding Consulting Inc. to Assignee as contemplated by the Asset Purchase Agreement).

Assignor's rights in the trademark "XCheck", U.S. registration 2946144.

"Amerex Data" (stylized), an unregistered name used by this Assignor.

Assignor: Amerex Power, Ltd.

Amerex Power, Ltd. , an unregistered name used by this Assignor.

"Amerex Group of Companies" is a fictitious name filed with the Texas Secretary of State's office, but such filing does not constitute a trademark registration under Texas law. This IP Assignment includes all rights, if any, of Amerex Power, Ltd. to any common law trademark rights, if any, associated with its use of such name.

Assignor's rights to, including the right to use in North America, the U.S. trademarks "Amerex" owned by Forwarding Consulting Inc. (which trademarks are subject to the separate assignment from Forwarding Consulting Inc. to Assignee as contemplated by the Asset Purchase Agreement).

Assignor's right to use (consistent with past use) the "XCheck" trademark (U.S. registration 2946144) as permitted by Amerex Natural Gas I, Ltd.

"Amerex Data" (stylized), an unregistered name used by this Assignor.

Assignor: Amerex Emissions, Ltd.

Amerex Emissions, Ltd. , an unregistered name used by this Assignor.

"Amerex Group of Companies" is a fictitious name filed with the Texas Secretary of State's office, but such filing does not constitute a trademark registration under Texas law. This IP Assignment includes all rights, if any, of Amerex Emissions, Ltd. to any common law

trademark rights, if any, associated with its use of such name.

Assignor's rights to, including the right to use in North America, the U.S. trademarks "Amerex" owned by Forwarding Consulting Inc. (which trademarks are subject to the separate assignment from Forwarding Consulting Inc. to Assignee as contemplated by the Asset Purchase Agreement).

Assignor's right to use (consistent with past use) the "XCheck" trademark (U.S. registration 2946144) as permitted by Amerex Natural Gas I, Ltd.

"Amerex Data" (stylized), an unregistered name used by this Assignor.

Assignor: Amerex Retail Energy Services, Ltd.

Amerex Retail Energy Services, Ltd. , an unregistered name used by this Assignor.

"Amerex Group of Companies" is a fictitious name filed with the Texas Secretary of State's office, but such filing does not constitute a trademark registration under Texas law. This IP Assignment includes all rights, if any, of Amerex Retail Energy Services, Ltd. to any common law trademark rights, if any, associated with its use of such name.

Assignor's rights to, including the right to use in North America, the U.S. trademarks "Amerex" owned by Forwarding Consulting Inc. (which trademarks are subject to the separate assignment from Forwarding Consulting Inc. to Assignee as contemplated by the Asset Purchase Agreement).

"Amerex Data" (stylized), an unregistered name used by this Assignor.

Copyrights

Assignor's rights in the following internally-generated software (there are no copyright registrations or applications for copyright registration for any of the following software):

BrokerSoft
Amerex Analytics

B-1

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