

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PFS TRADERTOOLS LLC		02/23/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SAND HILL FINANCE, LLC		
Street Address:	20573 Stevens Creek Blvd.		
Internal Address:	Suite 200		
City:	Cupertino		
State/Country:	CALIFORNIA		
Postal Code:	95014		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2276523	TRADERTOOLS+	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley Godward Kronish LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	305953-100 PFS TRADERTOOLS		
NAME OF SUBMITTER:	Erin O'Brien		
Signature:	/Erin O'Brien/		

CH \$40.00 2276523

Date:

03/09/2007

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 23, 2007, by and between Sand Hill Finance, LLC, a California Limited Liability Company ("**SHF**") and PFS TraderTools LLC, a Delaware limited liability company ("**Client**").

RECITALS

SHF and Client are parties to that certain Financing Agreement dated as of April 25, 2006, as amended by a First Amendment to Financing Agreement dated as of January 3, 2007 (the "**Agreement**"). Capitalized terms used herein have the meaning assigned in the Agreement. Client has granted to SHF a security interest in the Client Collateral.

NOW, THEREFORE, Client agrees as follows:

AGREEMENT

To secure performance of Client's obligations under the Agreement, Client grants to SHF a security interest in all of Client's right, title and interest in Client's intellectual property as listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). Each right, power and remedy of SHF provided for herein shall not preclude the simultaneous or later exercise by SHF of any or all other rights, powers or remedies.

Upon repayment of the indebtedness under the Agreement, the security interest granted herein shall automatically terminate with respect to all such intellectual property. Upon any such termination, SHF will execute and deliver to Client such documents as Client shall reasonably request to evidence such termination.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Client:

30 Rockefeller Plaza
Suite 4244
New York, NY 10112

PFS TRADERTOOLS LLC

By: [Signature]
Title: COO

Address of SHF:

20573 Stevens Creek Blvd.
Suite 200
Cupertino, CA 95014
Attn: Ron Ernst

SAND HILL FINANCE, LLC

By: [Signature]
Title: Partner

FEB 26 2007

EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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*filed
FEB 26 2007*

EXHIBIT B

PATENTS

<u>Description</u>	<u>Application / Patent Number</u>	<u>Application / Issue Date</u>
System and method for continually updating dynamic data	6,823,359	11/21/00
Customized automation of financial asset trading	11/101,186	04/07/05

579352 v1.4HN

John
FEB 26
2007

EXHIBIT C

TRADEMARKS

<u>Description</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>
TraderTools+ (and design)	2,276,523	09/07/99

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*Man
FEB 26
2007*