

**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:	10/06/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
EZE CASTLE SOFTWARE, INC.		10/02/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	BNY ConvergEx Group, LLC
Street Address:	1633 Broadway
Internal Address:	48th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2627345	EZE CASTLE
Registration Number:	2726390	TRADERS CONSOLE
Registration Number:	2694645	HEDGEHUNTER
Registration Number:	2345267	THE COMMISSION OPTIMIZER
Serial Number:	78911423	COMMISSION OPTIMIZER

**CORRESPONDENCE DATA**

Fax Number: (866)672-0455  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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 Address Line 2: Nixon Peabody LLP

CH \$140.00 2627345

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ATTORNEY DOCKET NUMBER: 811472-122091

NAME OF SUBMITTER: Michelle A. Massicotte

Signature: /Michelle A. Massicotte/

Date: 06/26/2007

Total Attachments: 6  
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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of October 2, 2006 ("Effective Date") by and between **EZE Castle Software, Inc.**, a Delaware corporation, with an address at 12 Farnsworth Street, Boston, Massachusetts 02210 ("Assignor"), and **BNY ConvergEx Group, LLC**, a Delaware limited liability company, with an address at 1633 Broadway, 48th Floor, New York, NY 10019 ("Assignee").

**WHEREAS**, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the foreign trademark registrations set forth on Schedule C attached hereto, and the trade names and unregistered trademarks, to the extent an assignable interest exists, set forth on Schedule D attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

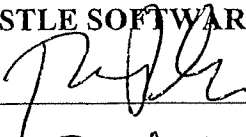
Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now

or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

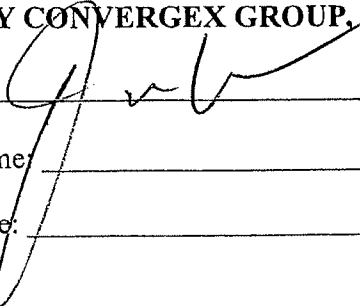
EZE CASTLE SOFTWARE, INC.



Name: TOM GAVIN

Title: CEO

BNY CONVERGEX GROUP, LLC



Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Trademark Assignment]

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b>Trademark No.</b>	<b>Registration Date</b>	<b>Mark</b>
2,627,345	10/1/2002	EZE CASTLE
2,726,390	6/17/2003	TRADER'S CONSOLE
2,694,645	3/11/2003	HEDGEHUNTER
2,345,267	4/25/2000	THE COMMISSION OPTIMIZER

**SCHEDULE B**

**U.S. TRADEMARK APPLICATIONS**

<b>Application No.</b>	<b>Application Date</b>	<b>Mark</b>
78/911,423	6/19/2006	COMMISSION OPTIMIZER

**SCHEDULE C**

**FOREIGN TRADEMARK REGISTRATIONS**

<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Mark</b>
United Kingdom	2,253,481	8-June-2001	EZE CASTLE

**SCHEDULE D**

**TRADE NAMES AND UNREGISTERED TRADEMARKS**

Eze Castle Software

TC

TC32

EZE-Connect

Tradewinds

Watchtower

Safe Harbor

Trident

Stealth

Technology for the Investment Professional

Integrated and Reliable Electronic Trading Connectivity

Secure and Reliable Data Transfer Service

Eze Castle Software logo and Eze Castle Software product logos

Portfolio Manager Console

Pulse

Cash Monitor

Destination Station

EzeMobile

EzeAPI

Algorithmic Framework

Algorithmic Trading Framework

Options Framework

Options Trading Framework

Sentry

Allocation Expert