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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 2-28-08

THE NASDAQ STOCK MARKET, INC.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] Other a Delaware Corporation

Additional name(s) of conveying party(ies) attached? [x] Yes [ ] No

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as
Internal Address: Collateral Agent
Street Address: 335 Madison Avenue
City: New York State: NY Zip: 10017

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [ ] Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [ ] Security Agreement
- [ ] Change of Name
- [x] Other Trademark Security Agreement

Execution Date: 02/27/2008

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Schedule I

B. Trademark Registration No.(s) See Schedule I

Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James P. Murphy
Internal Address: Cahill Gordon & Reindel LLP
Street Address: 80 Pine Street
City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: 66

7. Total fee (37 CFR 3.41).....$ 1,665.00

- [ ] Enclosed
- [x] Authorized to be charged to deposit account

8. Deposit account number:

504274

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03/04/2008 HJAMES1 00000039 504274 1585130
01 FC:8521 40.00 DA
02 FC:8522 1625.00 DA

9. Signature.

James P. Murphy
Name of Person Signing

James P. Murphy
Signature

February 27, 2008
Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required coversheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

MATTHEW MAYES
Authorized Account User

FEB 28, 2008
Date

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations:

Owner	Trademark	Reg./Ser. No.	Reg./Filing Date	Renewal Date
The Nasdaq Stock Market, Inc.	ACES	1,585,130	27-Feb-1990	27-Feb-2010
The Nasdaq Stock Market, Inc.	ENASTRAQ	2,834,115	20-Apr-2004	20-Apr-2014
The Nasdaq Stock Market, Inc.	MARKET INTELLIGENCE DESK	2,850,305	08-Jun-2004	08-Jun-2014
The Nasdaq Stock Market, Inc.	MARKET MECHANICS	2,695,118	11-Mar-2003	11-Mar-2013
The Nasdaq Stock Market, Inc.	MARKETSITE	2,790,084	9-Dec-2003	9-Dec-2013
The Nasdaq Stock Market, Inc.	NASDAQ	922,973	26-Oct-1971	26-Oct-2011
The Nasdaq Stock Market, Inc.	NASDAQ	1,259,277	29-Nov-1983	29-Nov-2013
The Nasdaq Stock Market, Inc.	NASDAQ	3,091,831	16-May-2006	16-May-2016
The Nasdaq Stock Market, Inc.	NASDAQ – FINANCIAL	1,390,234	15-Apr-1986	15-Apr-2016
The Nasdaq Stock Market, Inc.	NASDAQ - FINANCIAL INDEX	1,388,533	01-Apr-1986	01-Apr-2016
The Nasdaq Stock Market, Inc.	NASDAQ BIOTECHNOLOGY INDEX	2,156,079	12-May-1998	12-May-2008
The Nasdaq Stock Market, Inc.	NASDAQ CANADA	2,811,135	03-Feb-2004	03-Feb-2014
The Nasdaq Stock Market, Inc.	NASDAQ CANADA INDEX	2,813,502	10-Feb-2004	10-Feb-2014
The Nasdaq Stock Market, Inc.	NASDAQ CAPITAL MARKET	3,160,809	17-Oct-2006	17-Oct-2016
The Nasdaq Stock Market, Inc.	NASDAQ COMPETITIVE VWAP	3,279,912	14-Aug-2007	14-Aug-2017
The Nasdaq Stock Market, Inc.	NASDAQ COMPOSITE	2,156,075	12-May-1998	12-May-2008
The Nasdaq Stock Market, Inc.	NASDAQ COMPOSITE INDEX	2,932,509	15-Mar-2005	15-Mar-2015
The Nasdaq Stock Market, Inc.	NASDAQ COMPUTER INDEX	2,156,077	12-May-1998	12-May-2008
The Nasdaq Stock Market, Inc.	NASDAQ DEPTHVIEW	2,870,164	03-Aug-2004	03-Aug-2014
The Nasdaq Stock Market, Inc.	NASDAQ EUROPE COMPOSITE INDEX	2,753,885	19-Aug-2003	19-Aug-2013
The Nasdaq Stock Market, Inc.	NASDAQ INDUSTRIAL INDEX	2,156,076	12-May-1998	12-May-2008
The Nasdaq Stock Market, Inc.	NASDAQ MARKET CENTER	3,025,703	13-Dec-2005	12-Dec-2015
The Nasdaq Stock Market, Inc.	NASDAQ NATIONAL MARKET	1,418,570	25-Nov-1986	25-Nov-2016
The Nasdaq Stock Market, Inc.	NASDAQ POSTDATA	2,730,075	24-Jun-2003	24-Jun-2013

The Nasdaq Stock Market, Inc.	NASDAQ POWERVIEW	2,882,426	07-Sep-2004	07-Sep-2014
The Nasdaq Stock Market, Inc.	NASDAQ PRIME	2,820,986	09-Mar-2004	09-Mar-2014
The Nasdaq Stock Market, Inc.	NASDAQ REPORT SOURCE	2,651,430	19-Nov-2002	19-Nov-2012
The Nasdaq Stock Market, Inc.	NASDAQ TELECOMMUNICATIONS INDEX	2,156,080	12-May-1998	12-May-2008
The Nasdaq Stock Market, Inc.	NASDAQ TOTALVIEW	2,870,159	03-Aug-2004	03-Aug-2014
The Nasdaq Stock Market, Inc.	NASDAQ TRADER	2,624,169	24-Sep-2002	24-Sep-2012
The Nasdaq Stock Market, Inc.	NASDAQ VOLUME POST	2,759,678	02-Sep-2003	02-Sep-2013
The Nasdaq Stock Market, Inc.	NASDAQ WORKSTATION	1,676,589	25-Feb-1992	25-Feb-2012
The Nasdaq Stock Market, Inc.	NASDAQ WORKSTATION II	2,159,910	26-May-1998	26-May-2008
The Nasdaq Stock Market, Inc.	NASDAQ-100	1,395,147	27-May-1986	27-May-2016
The Nasdaq Stock Market, Inc.	NASDAQ-100 EUROPEAN TRACKER	2,867,422	27-Jul-2004	27-Jul-2014
The Nasdaq Stock Market, Inc.	NASDAQ-100 INDEX	1,395,148	27-May-1986	27-May-2016
The Nasdaq Stock Market, Inc.	NASDAQ-100 INDEX TRACKING STOCK	2,839,059	04-May-2004	04-May-2014
The Nasdaq Stock Market, Inc.	NASTRAQ	2,896,749	26-Oct-2004	26-Oct-2014
The Nasdaq Stock Market, Inc.	NDX	2,108,506	28-Oct-1997	28-Oct-2007
The Nasdaq Stock Market, Inc.	OPENING NEW WORLDS	2,543,044	26-Feb-2002	26-Feb-2012
The Nasdaq Stock Market, Inc.	QQQ	2,898,662	02-Nov-2004	02-Nov-2014
The Nasdaq Stock Market, Inc.	SUPERMONTAGE	2,769,676	30-Sep-2003	30-Sep-2013
The Nasdaq Stock Market, Inc.	THE NASDAQ STOCK MARKET	2,156,078	12-May-1998	12-May-2008
The Nasdaq Stock Market, Inc.	THE STOCK MARKET FOR THE NEXT 100 YEARS	1,900,863	20-Jun-1995	20-Jun-2015
The Nasdaq Stock Market, Inc.	MARKETSITE EXPERIENCE	2,842,135	18-May-2004	18-May-2014
The Nasdaq Stock Market, Inc.	NASDAQ MARKETSITE	2,760,764	9-Sep-2003	9-Sept-2013
The Nasdaq Stock Market, Inc.	NASDAQ MARKET FORCES	3,195,462	9-Jan-2007	9-Jan-2017
The Nasdaq Stock Market, Inc.	NASDAQ MARKET VELOCITY	3,195,461	9-Jan-2007	9-Jan-2017
The Nasdaq Stock Market, Inc.	NASDAQ GLOBAL MARKET	3,320,861	23-Oct-2007	23-Oct-2017
The Nasdaq Stock Market, Inc.	NASDAQ MAX	3,252,553	12-June-2007	12-June-2017
The Nasdaq Stock Market, Inc.	NASDAQ MARKET ANALYTIX	3,266,444	17-July-2007	17-July-2017
The Nasdaq Stock Market, Inc.	NASDAQ MAX MARKET ANALYTIX	3,332,829	6-Nov-2007	6-Nov-2017
The Nasdaq Stock Market, Inc.	NASDAQ TRADE UP	3,370,542	15-Jan-2008	15-Jan-2018
The Nasdaq Stock Market, Inc.	TRADE UP	3,370,541	15-Jan-2008	15-Jan-2018
The Nasdaq Stock Market, Inc.	TRADE UP (Design)	3,370,544	15-Jan-2008	15-Jan-2018

Applications:

Owner	Trademark	Type of Application	Serial No.	Filing Date
The Nasdaq Stock Market, Inc.	NASDAQ GLOBAL SELECT MARKET	ITU	78/885,480	17-May-2006
The Nasdaq Stock Market, Inc.	LIFE+THE COMPANIES THAT MOVE IT FORWARD	ITU	78/869,277	25-Apr-2006
The Nasdaq Stock Market, Inc.	THE PORTAL ALLIANCE	ITU	77/325,582	9-Nov-2007
The Nasdaq Stock Market, Inc.	NASDAQ Q-50 INDEX	ITU	77/313,632	25-Oct-2007
The Nasdaq Stock Market, Inc.	NASDAQ FINANCIAL-100 INDEX	ITU	77/313,626	25-Oct-2007
The Nasdaq Stock Market, Inc.	NASDAQ TRANSPORTATION INDEX	ITU	77/313,623	25-Oct-2007
The Nasdaq Stock Market, Inc.	NASDAQ INTERNET INDEX	ITU	77/313,620	25-Oct-2007

Registrations:

Owner	Trademark	Reg. No.	Ser. No	Reg./Filing Date
DIRECT REPORT CORPORATION	IRXML	2,635,329	78/063,062	October 15, 2002
DIRECT REPORT CORPORATION	SHAREHOLDER. COM	3,267,478	77/008,672	July 4, 2007
DIRECT REPORT CORPORATION	DIRECT REPORT	1,789,670	74/293,514	August 24, 1993
DIRECT REPORT CORPORATION	SHAREHOLDER DIRECT	1,849,605	74/288,795	August 9, 1994

Addendum to Cover Page of Trademarks Cover Page

1. Name of conveying party(ies)

DIRECT REPORT CORPORATION, a Delaware Corporation
The Nasdaq OMX Group, Inc.

TRADEMARK SECURITY AGREEMENT, dated as of February 27, 2008, among THE NASDAQ STOCK MARKET, INC. (to be renamed as The Nasdaq OMX Group, Inc.), a Delaware corporation, with offices located at One Liberty Plaza, 165 Broadway, New York, NY 10006 (the "Borrower"), the DIRECT REPORT CORPORATION, a Delaware corporation, with offices located at 12 Clocktower Place, Maynard, Massachusetts 01754 and BANK OF AMERICA, N.A., with offices at 335 Madison Ave., New York, NY 10017, as Collateral Agent for the Credit Agreements.

Reference is made to the Guarantee and Collateral Agreement, dated as of February 27, 2008 (as amended, supplemented or otherwise modified from time to time, the Collateral Agreement"), among the Borrower, certain subsidiaries of the Borrower party thereto and Bank of America, N.A., as Collateral Agent for the Credit Agreement. The Lenders have agreed to extend credit to the Borrower and/or the Additional Borrower, as applicable, subject to the terms and conditions set forth in the Credit Agreement dated as of February 27, 2008 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreements"). Bank of America, N.A. will act as collateral agent (the "Collateral Agent") for the benefit of the Lenders under the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Borrower, pursuant to the Collateral Agreement, did and hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations thereof, and all applications for registration filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor thereto) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks"); and

(b) all goodwill symbolized by the Trademarks or connected with the use thereof.

Notwithstanding anything herein to the contrary, in no event shall the security interest

granted hereunder attach to any application to register any Trademark where such application has been filed on an intent-to-use basis and no statement of use has been accepted by the U.S. Patent and Trademark Office.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE NASDAQ STOCK MARKET, INC.

By: _____
Name: David Warren
Title: Executive Vice President and Chief Financial Officer

DIRECT REPORT CORPORATION,

By: _____
Name: Michael Caramico
Title: Treasurer

[Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE NASDAQ STOCK MARKET, INC.

By: _____
Name: David Warren
Title: Executive Vice President and Chief Financial Officer

DIRECT REPORT CORPORATION,

By: _____
Name: Michael Caramico
Title: Treasurer

[Trademark Security Agreement]

BANK OF AMERICA, N.A., as Collateral Agent,

By: _____
Name: BRAD JONES
Title: MANAGING DIRECTOR

[Trademark Security Agreement]