TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THINKORSWIM HOLDINGS INC.		07/10/2009	CORPORATION:

RECEIVING PARTY DATA

Name:	CITICORP NORTH AMERICA, INC.
Street Address:	390 GREENWICH STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2568003	THINKORSWIM
Registration Number:	2914755	THINKANYWHERE
Registration Number:	3339797	THINKPIPES
Registration Number:	3351845	THINKORSWIM
Registration Number:	3495883	PAPERMONEY
Registration Number:	3477744	THINKMICRO
Registration Number:	3507533	THINKMONEY
Registration Number:	3473463	THINKSCRIPT
Serial Number:	77475200	MYTRADE
Serial Number:	77408963	PAPERPOD
Serial Number:	77136877	SWIM FX
Registration Number:	3632123	THINKMONEY
Serial Number:	77380915	THINKOPEN
Serial Number:	77380708	THINKPOD

CH $415.00 2568003

Serial Number:	77642599	WE GET TRADING
Serial Number:	77316979	TASTYTRADE

CORRESPONDENCE DATA

Fax Number: (646)848-4455

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-848-4455

Email: jlik@shearman.com

Correspondent Name: Timothy Franklin

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35609/
NAME OF SUBMITTER:	TIMOTHY FRANKLIN
Signature:	/TIMOTHY FRANKLIN/
Date:	07/10/2009

Total Attachments: 7

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Execution Version

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "***IP Security Agreement Supplement***") dated July 10, 2009, is made by the Person listed on the signature page hereof (the "***Grantor***") in favor of Citicorp North America, Inc., as collateral agent (the "***Collateral Agent***") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, TD Ameritrade Holding Corporation (formerly Ameritrade Holding Corporation), a Delaware corporation, has entered into a Credit Agreement dated as of January 23, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), with The Bank of New York Mellon, as Administrative Agent, Citicorp North America, Inc., as Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Security Agreement dated January 23, 2006 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Security Agreement***") and that certain Intellectual Property Security Agreement dated January 23, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***IP Security Agreement***").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "***Collateral***"):

(i) the patents and patent applications set forth in Schedule A hereto (the "***Patents***");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "***Trademarks***");

(iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "***Copyrights***");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Excluded Property; Security for Obligations. (a) No Grantor shall be required to grant a security interest in (and the term "Collateral" shall not include) any property to the extent that such grant of a security interest is prohibited by any applicable law or governmental authority, requires a consent not obtained of any governmental authority pursuant to any applicable law or is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property or, in the case of any investment property, any applicable shareholder or similar agreement, except to the extent that such applicable law or the term in such contract, license, agreement, instrument or other document or shareholder or similar agreement providing for such prohibition, breach, default or termination of requiring such consent is ineffective under applicable law; provided that (x) each such contract, license, agreement, instrument, or other document or shareholder or similar agreement described in this paragraph was not entered into with a view to avoid a pledge of such property hereunder, (y) if the Administrative Agent shall determine such property to be material, such grantor shall, following the request of the Administrative Agent, use commercially reasonable efforts to obtain consents necessary for the granting of such Lien on such property hereunder and (z) in the event that the security interest granted under Section 1 does not attach to any such property, such security interest shall immediately and automatically attach to the same, without any further action on the part of any party hereto, at such time as the conditions described above which caused the same to be excluded from such grant shall cease to apply thereto.

(b) The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents and the Secured Hedge Agreements, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THINKORSWIM HOLDINGS INC.

By _____
Name: David M. Kelley
Title: President

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SCHEDULE A
Patents and Patent Applications

	Grantor	Patent Titles	Country	Patent No.	Application No.	Filing Date	Issue Date
1.	N/A						

SCHEDULE B
Trademarks Registrations and Applications

	Grantor	Name/Mark	Filing Date	Exp. Date
1.	thinkorswim Holdings Inc.	THINKORSWIM (Reg. No. 2568003)	05/07/02	N/A
2.	thinkorswim Holdings Inc.	THINKANYWHERE (Reg. No. 2914755)	12/28/04	N/A
3.	thinkorswim Holdings Inc.	THINKPIPES (Reg. No. 3339797)	11/20/07	N/A
4.	thinkorswim Holdings Inc.	THINKORSWIM (WITH LOGO) (Reg. No. 3351845)	12/11/07	N/A
5.	thinkorswim Holdings Inc.	PAPERMONEY (Reg. No. 3495883)	09/02/08	N/A
6.	thinkorswim Holdings Inc.	THINKMICRO (Reg. No. 3477744)	07/29/08	N/A
7.	thinkorswim Holdings Inc.	THINKMONEY (Reg. No. 3507533)	09/30/08	N/A
8.	thinkorswim Holdings Inc.	THINKSCRIPT (Reg. No. 3473463)	07/22/08	N/A
9.	thinkorswim Holdings Inc.	MYTRADE (App. No. 77475200)	05/15/08	N/A
10.	thinkorswim Holdings Inc.	PAPERPOD (App. No. 77408963)	02/28/08	N/A
11.	thinkorswim Holdings Inc.	SWIM FX (App. No. 77136877)	03/21/07	N/A
12.	thinkorswim Holdings Inc.	THINKMONEY (Reg. No. 3632123)	01/02/09	N/A
13.	thinkorswim Holdings Inc.	THINKOPEN (App. No. 77380915)	01/25/08	N/A
14.	thinkorswim Holdings Inc.	THINKPOD (App. No. 77380708)	01/25/08	N/A
15.	thinkorswim Holdings Inc.	WE GET TRADING (App. No. 77642599)	01/02/09	N/A
16.	thinkorswim Holdings Inc.	TASTYTRADE (App. No. 77316979)	10/30/07	N/A

SCHEDULE C
Copyright Registrations and Applications

	Grantor	Title of Work	Country	Title	Reg. No.	Application No.	Filing Date	Issue Date
1.	N/A							

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