

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TORC Financial LLC		08/26/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Instinet Holdings Incorporated		
Street Address:	3 Times Square		
Internal Address:	c/o Instinet Incorporated		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3671969	TRADESPEED	
Registration Number:	3671968	TRADESPEED	
CORRESPONDENCE DATA			
Fax Number:	(949)567-6710		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415 773 5700		
Email:	ericci@orrick.com		
Correspondent Name:	Chelseaa E.L. Bush, Orrick, Herrington		
Address Line 1:	4 Park Plaza, Suite 1600		
Address Line 2:	IP Prosecution		
Address Line 4:	Irvine, CALIFORNIA 92614-2558		
ATTORNEY DOCKET NUMBER:	20132-11		
NAME OF SUBMITTER:	Chelseaa Bush		

CH \$65.00 3671969

Signature:	/Chelseaa Bush/
Date:	08/27/2009
Total Attachments: 6 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif source=assignment#page4.tif source=assignment#page5.tif source=assignment#page6.tif	

TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is made as of August 26, 2009, by TORC FINANCIAL LLC., a Delaware limited liability company, having an address of 1 Liberty Plaza, 23rd Floor, New York, NY 10006 ("ASSIGNOR"), to INSTINET HOLDINGS INCORPORATED, a Delaware corporation, having an address of c/o Instinet Incorporated, 3 Times Square, New York, New York 10036 ("ASSIGNEE").

WHEREAS, ASSIGNOR and ASSIGNEE, together with JDI FINANCIAL LLC, an affiliate of ASSIGNOR, have entered into an ASSET AND EQUITY PURCHASE AGREEMENT, dated as of August 25, 2009 (the "Purchase Agreement"), pursuant to which ASSIGNOR is selling, contributing, assigning and transferring certain of its assets and agreements to ASSIGNEE;

WHEREAS, ASSIGNOR is the owner of the trademarks and trademark registrations listed in Exhibit A attached hereto and all other rights appurtenant thereto, including, but not limited to, all common law rights and the right to recover for past infringement throughout the world (collectively, the "Trademarks"), and is the owner of the domain names listed in Exhibit B attached hereto (the "Domain Names");

WHEREAS, pursuant to the Purchase Agreement, ASSIGNOR has assigned to ASSIGNEE all right, title and interest in and to the Trademarks and Domain Names throughout the world; and

WHEREAS, ASSIGNOR, with respect to the Trademarks, has acquired goodwill associated with and symbolized by the Trademarks and has not abandoned the same.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement, and the covenants and agreements in this Assignment, and to induce ASSIGNEE to consummate the transactions contemplated by the Purchase Agreement, ASSIGNOR agrees as follows:

1. **ASSIGNMENT.**

a. ASSIGNOR hereby assigns, sells, transfers and conveys to ASSIGNEE all of ASSIGNOR's right, title and interest in and to the Trademarks throughout the world and in and to the Domain Names, including but not limited to for all of the goods and/or services included in the relevant registrations or applications or in conjunction with which the Trademarks are used, together with the goodwill of the business associated with and symbolized by the Trademarks; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in ASSIGNOR's favor for infringement or other violation of the aforesaid rights, including the right for past infringement damages, to have and to hold the same unto ASSIGNEE absolutely.

b. At any time, and from time to time, hereafter, ASSIGNOR shall forthwith, upon ASSIGNEE's written request and expense, execute, acknowledge and deliver to ASSIGNEE any and all further instruments and assurances reasonably necessary or expedient in order to vest the aforesaid rights in ASSIGNEE or record this assignment, and facilitate ASSIGNEE's enjoyment and enforcement of said rights and causes of action.

2. MISCELLANEOUS.

a. Subject to Purchase Agreement. This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits thereof, and the Trademarks and Domain Names, and the other assets and interests being conveyed hereunder, are hereby conveyed to ASSIGNEE subject to the terms and conditions contained in the Purchase Agreement.

b. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of New York.

c. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile shall be effective as delivery of a manually executed counterpart to this Agreement.

d. Binding Effect. This Assignment shall be binding on and inure to the benefit of the respective successors and assigns of ASSIGNOR and ASSIGNEE. Nothing in this instrument, express or implied, is intended to confer on any person, other than ASSIGNOR and ASSIGNEE and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this instrument.

e. Integration. The Seller and the Purchaser acknowledge and agree that this Assignment is intended only to document the conveyance of the assets and interests contemplated herein to ASSIGNEE and that the Purchase Agreement is the exclusive source of the agreement and understanding between ASSIGNEE and ASSIGNOR respecting such assets and interests. The terms of the Purchase Agreement, including the representations, warranties, covenants, agreements and indemnities contained therein, are incorporated herein by this reference. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded, expanded or otherwise affected hereby, but shall remain in full force and effect to the fullest extent provided in the Purchase Agreement. If there is any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

EXHIBIT A

United States Trademark Registrations


Mark	Registration Date	Registraton No.
TRADESPEED	August 25, 2009	3,671,969
	August 25, 2009	3,671,968

EXHIBIT B

Domain Names

trade-speed.com
tradespeed.com
tradespeed.net
tradespeed.org
torcfinancial.com
torcinvestments.com
torcresearch.com
torctechnologies.com