

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
NYFIX, Inc.		12/11/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BNY ConvergEX Execution Solutions LLC		
Street Address:	1633 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77255555	LIQUIDITY ALERT	
Serial Number:	77619539	NIX	
Registration Number:	2655293	NYFIX MILLENNIUM	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-862-2000		
Email:	christine.casey@kirkland.com, rebecca.piper@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 N. LaSalle Street		
Address Line 2:	c/o Rebecca Piper		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	22150-10 CAC		
NAME OF SUBMITTER:	Rebecca Piper		

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**TRADEMARK
 REEL: 004115 FRAME: 0677**

Signature:	/Rebecca Piper/
Date:	12/17/2009
Total Attachments: 6 source=NYFIX Trademark Assignment - EXECUTED_(16048603_1)#page1.tif source=NYFIX Trademark Assignment - EXECUTED_(16048603_1)#page2.tif source=NYFIX Trademark Assignment - EXECUTED_(16048603_1)#page3.tif source=NYFIX Trademark Assignment - EXECUTED_(16048603_1)#page4.tif source=NYFIX Trademark Assignment - EXECUTED_(16048603_1)#page5.tif source=NYFIX Trademark Assignment - EXECUTED_(16048603_1)#page6.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of December 11, 2009 ("Effective Date"), by and between **NYFIX, Inc.**, a Delaware corporation with an address at 100 Wall Street, New York, New York 10005 ("Assignor"), and **BNY ConvergeX Execution Solutions LLC**, a Delaware limited liability company, with an address at 1633 Broadway, New York, New York 10019 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Membership Interest Purchase Agreement dated November 7, 2009 (the "Agreement");

WHEREAS, pursuant to the Agreement, 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, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to that part of Assignor's business to which the Marks pertain, and that business is ongoing and existing.

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

1. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee the 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.

2. Further Assurances. (a) Assignor shall, at the request and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts that may be necessary or desirable to assist Assignee (or its successors, assigns or legal representatives) in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Marks, including without limitation, in the (i) preparation and prosecution of any application for registration of the Marks, and (ii) prosecution or defense of any interference, opposition, cancellation, infringement or other Action that may arise in connection with any of the Marks, including testifying as to any facts relating to the Marks and this Assignment.

(b) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under this Paragraph 3, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its

agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor. Assignor shall not enter into any agreement in conflict with this Assignment.

3. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and the corresponding entities or agencies in any other applicable governmental authority (including any federal, national, supranational, state, provincial, local or other government, governmental, regulatory, statutory or administrative authority, agency or commission or any court, tribunal, ombudsman, or judicial or arbitral body of competent jurisdiction, in any case whether foreign or domestic) to issue any and all registrations or grants from any and all applications for registration or grants included in the Marks to and in the name of Assignee.

4. Cancellation. As promptly as practicable, but in no event later than one hundred eighty (180) days following the Closing Date (as defined in the Agreement), Assignee shall cancel the United States trademark registration for "NYFIX MILLENIUM."

5. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that State, without regard to the conflicts of law principles of such State.

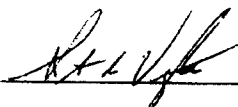
6. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

* * * * *

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

NYFIX, INC.

**BNY CONVERGEX EXECUTION
SOLUTIONS LLC**

Name: 

Name: _____

Title: Chief Financial Officer

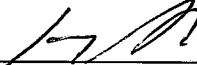
Title: _____

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

NYFIX, INC.

**BNY CONVERGEX EXECUTION
SOLUTIONS LLC**

Name: _____

Name:  _____

Title: _____

Title: Chief Executive Officer

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
2655293	12/3/2002	NYFIX MILLENNIUM

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

Application No.	Application Date	Mark
77255555	8/15/2007	LIQUIDITY ALERT
77619539	11/21/2008	NIX