

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lightspeed Financial, Inc.		02/12/2010	CORPORATION: DELAWARE
Lightspeed Technology Holdings, Inc.		02/12/2010	CORPORATION: DELAWARE
Lightspeed Education, LLC		02/12/2010	LIMITED LIABILITY COMPANY: DELAWARE
Integrity Trading, Inc.		02/12/2010	CORPORATION: DELAWARE
Lightspeed Technologies, LLC		02/12/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Carlton Financial, LLC
Street Address:	2255 Glades Road
Internal Address:	Suite 324A
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33431
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	78830674	LIGHTSPEED
Serial Number:	77487486	TRADER TRIPLE CROWN
Registration Number:	3684545	LIGHTSPEED
Registration Number:	3624756	LIGHTSPEED

**CORRESPONDENCE DATA**

Fax Number: (312)558-5700  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312 558-6352

CH \$115.00 78830674

Email: lkonrath@winston.com  
Correspondent Name: Laura Konrath  
Address Line 1: 35 W. Wacker Drive  
Address Line 2: Winston & Strawn LLP  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	85930-2
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	02/17/2010

Total Attachments: 7  
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### Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, (the "*Trademark Security Agreement*") dated as of February 12, 2010, by and among LIGHTSPEED FINANCIAL, INC., a Delaware corporation (the "*Company*"), LIGHTSPEED TECHNOLOGY HOLDINGS, INC., LIGHTSPEED EDUCATION, LLC, INTEGRITY TRADING, INC., LIGHTSPEED TECHNOLOGIES, LLC, each of which is a direct or indirect subsidiary of the Company (collectively, the "*Subsidiary Grantors*"; the Company and the Subsidiary Grantors, and such other parties as may become Grantors hereunder after the date hereof, being sometimes herein collectively called the "*Grantors*", and each individually a "*Grantor*"), in favor of CARLTON FINANCIAL, LLC, a Florida limited liability company (together with its successors and assigns, the "*Secured Party*").

#### WITNESSETH:

WHEREAS, pursuant to that certain Note and Warrant Purchase Agreement, dated as of February 12, 2010 (including all exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "*Purchase Agreement*") by and between LIGHTSPEED FINANCIAL, INC., a Delaware corporation (the "*Company*"), and the Secured Party; and

WHEREAS, pursuant to the Purchase Agreement, the Secured Party, the Company and certain other parties are executing or have executed that certain Pledge and Security Agreement, dated as of February 12, 2010 (including all exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to the Secured Party this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Defined Terms.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Purchase Agreement.

(b) "*Secured Obligations*" means all Obligations of Grantors now or hereafter incurred pursuant to the Purchase Agreement and any other Note Documents to which such Grantors may now or at any time hereafter be a party.

2. Grant of Security Interest in Trademark Collateral. As security for the payment and performance of the Secured Obligations, each Grantor hereby grants to the Secured Party a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "*Collateral*"):

(a) all of its Trademarks, Trademark registrations and Trademark applications to which it is or shall be a party, including, without limitation, the Trademarks, Trademark registrations, and Trademark applications referred to in **Schedule I** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration or Trademark application;

(b) all renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, all claims by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule I** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule I**, or (ii) injury to the goodwill associated with any Trademark or Trademark registration.

3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Further Acts. Upon the reasonable request of the Secured Party and on a continuing basis, each Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure such Grantor's compliance with this Agreement or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the United States Patent and Trademark Office or any applicable state office. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the United States Patent and Trademark Office, at the expense of such Grantor. In addition, each Grantor authorizes the Secured Party to file financing statements describing the Collateral in any Uniform Commercial Code filing office deemed appropriate by the Secured Party.

5. Authorization to Supplement. Each Grantor shall give the Secured Party notice of any additional United States trademarks or applications therefor after the date hereof concurrently with each of the annual financial statements furnished pursuant to Section 7(b) of the Purchase Agreement. Each Grantor authorizes the Secured Party unilaterally to modify this Agreement by amending **Schedule I** hereto to include any future United States trademarks or applications therefor of such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule I** hereto shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on **Schedule I**.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantors, the Secured Party and their respective successors and assigns. No Grantor may assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Purchase Agreement.

7. Termination. Upon payment and performance in full of all Secured Obligations, the security interests created by this Agreement shall terminate and the Secured Party (at the expense of the Grantors) shall promptly execute and deliver to each Grantor such documents and instruments reasonably requested by such Grantor as shall be necessary to evidence termination of all such security interests given by such Grantor to the Secured Party hereunder, including cancellation of this Agreement by written notice from the Secured Party to the United States Patent and Trademark Office.

8. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Purchase Agreement.


9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than the State of New York.

*[Signatures on following page]*

**IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.**

**GRANTORS:**

**LIGHTSPEED FINANCIAL, INC.**

By:   
Name: Stephen Ehrlich  
Title: Chief Executive Officer

**LIGHTSPEED TECHNOLOGY HOLDINGS, INC.**

By: \_\_\_\_\_  
Name: Jason Lyons  
Title: Chief Financial Officer

**LIGHTSPEED EDUCATION, LLC**

By: \_\_\_\_\_  
Name: Jason Lyons  
Title: Chief Financial Officer

**INTEGRITY TRADING, INC.**

By: \_\_\_\_\_  
Name: Jason Lyons  
Title: Chief Financial Officer

**LIGHTSPEED TECHNOLOGIES, LLC**

By: \_\_\_\_\_  
Name: Jason Lyons  
Title: Chief Financial Officer

[Signature Page - Lightspeed Trademark Security Agreement]



**ACCEPTED AND ACKNOWLEDGED BY:**

CARLTON FINANCIAL, LLC

By: 

Name: Matthew H. Maschler

Title: Manager

[Signature Page – Lightspeed Trademark Security Agreement]

**TRADEMARK**

**REEL: 004151 FRAME: 0046**



**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**U.S. Trademark Registrations**

Mark	Registration No.	Date of Issuance	Owner
LIGHTSPEED	3,684,545	09/15/2009	Lightspeed Financial, Inc.
LIGHTSPEED	3,624,756	05/19/2009	Lightspeed Financial, Inc.

**U.S. Trademark Applications**

Mark	Application No.	Owner
LIGHTSPEED	78/830,674	Lightspeed Financial, Inc.
TRADER TRIPLE CROWN	77/487,486	Lightspeed Financial, Inc.

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