

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RJO Holdings Corp.		12/10/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, FSB		
<b>Street Address:</b>	50 South Sixth Street, Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	Federal Savings Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3612014	RJO CONNECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)526-5000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-526-6448		
<b>Email:</b>	janey.davidson@wilmerhale.com		
<b>Correspondent Name:</b>	Michael J. Bevilacqua, Esquire		
<b>Address Line 1:</b>	Wilmer Cutler Pickering Hale and DorrLLP		
<b>Address Line 2:</b>	60 State Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	2204383120		
<b>NAME OF SUBMITTER:</b>	Michael J. Bevilacqua		
<b>Signature:</b>	/michael j. bevilacqua/		
<b>Date:</b>	12/16/2010		

OP \$40.00 3612014

**Total Attachments: 8**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of December 10, 2010, made by each of the Persons listed on the signature pages hereof (collectively, the "Grantors"), in favor of WILMINGTON TRUST, FSB, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

**W I T N E S S E T H:**

WHEREAS, capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Guarantee and Collateral Agreement, dated as of December 10, 2010 (the "Guarantee and Collateral Agreement"), among RTS INVESTOR CORP., a Delaware corporation ("RTS"), RJO INVESTOR CORP., a Delaware corporation (the "Parent"), RJO HOLDINGS CORP. (the "Borrower" and, together with the Parent and RTS, collectively, the "Grantors"), and WILMINGTON TRUST, FSB, as Collateral Agent.

WHEREAS, the rules of construction and other interpretive provisions specified in Section 1.2 of the Loan Agreement (as defined in the Guarantee and Collateral Agreement) shall apply to this Agreement, including terms defined in the preamble and recitals hereto.

Accordingly, the Grantors and the Collateral Agent agree as follows:

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 United States Trademark registrations and applications set forth in Schedule A hereto, the United States issued Patents and Patent applications set forth in Schedule B hereto and the United States Copyright registrations and applications set forth in Schedule C hereto (collectively, the "Collateral").

Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Obligations of such Grantor now or hereafter existing.

Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Agreement.

Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each 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 Collateral are more fully set forth in the Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

**CONFIDENTIAL  
EXECUTION VERSION**

**Counterparts.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, WHICH THE PARTIES HERETO AGREE APPLY HERETO).**

**Intercreditor Agreement.** Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement or any other Term Loan Document and the exercise of any right or remedy by the Collateral Agent hereunder or under any other Term Loan Document are subject to the provisions of the Intercreditor Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Intercreditor Agreement") by and among O'Brien Family Investments IV, LLC, as First Lien Collateral Agent, Wilmington Trust FSB, as Second Lien Collateral Agent, and certain other Persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement, this Agreement and any other Term Loan Document, the terms of the Intercreditor Agreement shall govern and control with respect to any right or remedy. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, all rights and remedies of the Collateral Agent (and the Secured Parties) shall be subject to the terms of the Intercreditor Agreement, and until the Discharge of the First Lien Obligations (as defined in the Intercreditor Agreement), any obligation of any Loan Party hereunder or under any other Term Loan Document with respect to the delivery or control of any Collateral, the novation of any Lien on any certificate of title, bill of lading or other document or the giving of any notice to any bailee, shall be deemed to be satisfied if the relevant Loan Party complies with the requirements of the similar provision of the applicable First Lien Loan Document (as defined in the Intercreditor Agreement). Until the Discharge of the First Lien Obligations, the Collateral Agent may not require any Loan Party to take any action with respect to the creation, perfection or priority of its security interest, whether pursuant to the express terms hereof or of any other Term Loan Document or pursuant to the further assurances provisions hereof or any other Term Loan Document, unless such Loan Party is required to take similar action under the First Lien Loan Documents.

**Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**Notices.** All notices, requests and demands pursuant hereto shall be made in accordance with Section 10.2 of the Loan Agreement.

Expenses. Each Grantor agrees to pay, and to save the Administrative Agent, the Collateral Agent and the other Secured Parties harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent the Borrower would be required to do so pursuant to Section 10.5 of the Loan Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have duly executed this Intellectual Property Security Agreement as of the day and year first above written.

RJO HOLDINGS CORP.

By:  \_\_\_\_\_

Name: **Gerald F. Corcoran**

Title: **Chief Executive Officer**

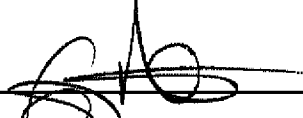
*[Signature Page to Intellectual Property Security Agreement]*

WILMINGTON TRUST, FSB,  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:



**Jeffery Rose**  
**Vice President**

*[Signature Page to Intellectual Property Security Agreement]*

**SCHEDULE A TO THE  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

**UNITED STATES TRADEMARKS**

<b><i>GRANTOR</i></b>	<b><i>MARK</i></b>	<b><i>REG. NO.</i></b>	<b><i>REG. DATE</i></b>	<b><i>SERIAL NO.</i></b>	<b><i>FILING DATE</i></b>	<b><i>STATUS</i></b>
RJO Holdings Corp.	RJO Connect	3,612,014	04/28/2009	77573143	September 18, 2008	Registered



SCHEDULE B TO THE  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

UNITED STATES PATENTS

None.

SCHEDULE C TO THE  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

UNITED STATES COPYRIGHTS

None.