## TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Release (Second Lien)

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Merrill Lynch Capital Corporation, as Collateral Agent		12/17/2010	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	ConvergEx Research Solutions LLC	
Street Address:	1633 Broadway, 48th Fir	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10019	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

Name:	Eze Castle Software LLC	
Street Address:	12 Farnsworth St, 6th Fir	
City:	Boston	
State/Country:	MASSACHUSETTS	
Postal Code:	02210	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark	
Registration Number:	2548264	JAYWALK	
Registration Number:	2937715	INDEPENDENT RESEARCH MERITOCRACY	
Registration Number:	2627345	EZE CASTLE	
Registration Number:	2694645	HEDGEHUNTER	
Registration Number:	2726390	TRADERS CONSOLE	

#### **CORRESPONDENCE DATA**

Fax Number: (202)756-9299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful. Phone: 212-701-3345 Email: david.adams@thomsonreuters.com Correspondent Name: James P Murphy, Legal Assistant Address Line 1: 80 Pine St Address Line 2: Cahill Gordon & Reindel LLP Address Line 4: New York, NEW YORK 10005 NAME OF SUBMITTER: David Adams Signature: /david adams thomsonreuters/ Date: 12/17/2010 Total Attachments: 4 source=2 Trademark Release - Second Lien#page3.tif source=2 Trademark Release - Second Lien#page4.tif

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# RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)

This RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is given as of this 17th day of December, 2010, by Merrill Lynch Capital Corporation ("Assignor"), as Collateral Agent for itself and the Lenders, in favor of BNY Jaywalk LLC and EZE Castle Software, Inc. (each individually an "Assignee" and together, the "Assignees"). Capitalized terms used in this Release but not defined herein have the meanings assigned to such terms in the Credit Agreement or Security Agreement (each as defined below).

WHEREAS, BNY ConvergEx Group, LLC, as Borrower, Merrill Lynch Capital Corporation as Administrative Agent and the other parties thereto entered into that certain Credit Agreement, dated as of October 2, 2006. (as further amended, modified, supplemented or restated, and in effect from time to time, the "Credit Agreement");

WHEREAS, as a condition precedent to the Lenders' making any Loans or otherwise extending credit to the Borrower under the Credit Agreement, the Assignees executed and delivered to the Assignor, for the benefit of the Lenders and the Assignor, that certain Security Agreement, dated as of October 2, 2006, among the Assignees and the Assignor, (as amended, modified, supplemented or restated, and in effect from time to time, the "Security Agreement");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on October 20, 2006, at Reel 3413 /Frame 0076;

WHEREAS, pursuant to the Security Agreement, each of the Assignees unconditionally granted to Assignor, for the benefit of the Lenders and the Assignor, to secure the payment and performance in full of all of the Obligations, a security interest in and pledged to the Assignor, for the benefit of the Lenders and the Assignor, the following pledged Collateral of each Assignee: (a) Trademarks of each Assignee listed on Schedule I attached hereto; (b) all goodwill associated with such Trademarks; and (c) all Proceeds of any and all of the foregoing (collectively, the "Trademark Collateral");

WHEREAS, the Obligations have now been paid and performed in full and Assignor and Assignees desire that Assignor terminate and release its security interest in and to the Trademark Collateral.

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

Assignor hereby terminates, releases and discharges fully its security interest and lien, and reconveys, transfers and assigns to Assignee, without recourse, any rights it may have, in and to Assignees' right, title and interest in or to the Trademark Collateral, including the trademark registrations and applications listed on Schedule 1 hereto. Assignor further terminates, releases, and discharges fully any security interest or

lien granted to it, and reconveys, transfers and assigns to Assignees, without recourse, any rights it may have, in or to any Collateral consisting of trademarks, service marks, or trademark and service mark rights, together with any goodwill connected with the use of and symbolized thereby, pursuant to the Security Agreement or any Trademark Security Agreement executed and delivered by an Assignee to the Assignor pursuant to the Security Agreement.

Assignor hereby authorizes Assignees or Assignee's authorized representative to, at the sole expense of the Assignees, (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Intellectual Property Collateral, and/or (iii) otherwise record or file this Release in any applicable governmental office or agency.

Assignor shall take all further actions, and provide to Assignees, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by an Assignee to more fully and effectively effectuate the purposes of this Release.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, intending to be legally bound, Assignor has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS to be duly executed as of the date first above written.

### **ASSIGNOR:**

MERRILL LYNCH CAPITAL CORPORATION, as Collateral Agent

By: Marie: Kimberly D. Williams

Title: Vice President

[Trademark Release]

# SCHEDULE 1 TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

## Registrations:

OWNER	REGISTRATION NUMBER	SERIAL NUMBER	TRADEMARK
Convergex Research Solutions LLC	2548264	76/003588	JAYWALK
Convergex Research Solutions LLC	2937715	78/274532	INDEPENDENT RESEARCH MERITOCRACY
EZE Castle Software LLC	2627345	76/123432	EZE CASTLE
EZE Castle Software LLC	2694645	76/188926	HEDGEHUNTER
EZE Castle Software	2726390	76/188925	TRADERS CONSOLE

Applications:

**RECORDED: 12/17/2010** 

None