## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Second Lien Trademark Security Agreement

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RealTick LLC		101/24/2011	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent	
Street Address:	335 Madison Ave	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10017	
Entity Type:	INC. ASSOCIATION: UNITED STATES	

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3593883	EUROVAB
Registration Number:	2547387	HOTTREND
Serial Number:	77969535	
Serial Number:	77969521	TOWNSEND REALTICK
Serial Number:	85056515	LIQUIDITY SCOPE
Registration Number:	2405718	REALTICK
Registration Number:	2876560	REALTICK
Serial Number:	77969549	REALTICK API
Serial Number:	77954480	REALTICK DATA
Registration Number:	2712768	REALTRADE
Registration Number:	2355296	TA_SRV
Registration Number:	2603340	TAL
Registration Number:	2868722	TAL DATA
Registration Number:	3408599	TICKETMINDER
	<u> </u>	IRADEMARK

REEL: 004460 FRAME: 0131

Registration Number:	2424766	TOWNSEND ANALYTICS
Registration Number:	3148055	TURBOOPTIONS
Registration Number:	2850382	WEBTICK

#### **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 Street

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:	01/25/2011

#### **Total Attachments: 5**

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#### SECOND LIEN TRADEMARK SECURITY AGREEMENT

Second Lien Trademark Security Agreement, dated as of January <u>24</u>, 2011, by REALTICK LLC, a Delaware limited liability company (the "<u>Grantor</u>"), in favor of **BANK OF AMERICA**, **N.A.**, in its capacity as collateral agent pursuant to the Second Lien Pledge and Security Agreement (in such capacity, the "<u>Collateral Agent</u>").

## $\underline{\mathbf{W}}$ ITNESSETH:

WHEREAS, each Grantor is party to a Second Lien Pledge and Security Agreement, dated as of December 17, 2010 (as it may be from time to time amended, restated, modified or supplemented, the "Security Agreement"), in favor of the Collateral Agent pursuant to which such Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit and Guaranty Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

**SECTION 1.** <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**SECTION 2.** Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

**SECTION 3.** Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**SECTION 4.** <u>Termination.</u> Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

**SECTION 5.** <u>Counterparts</u>. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature page follows]

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

REALTICK LLC

Name: Christopher M. Springer Title: Chief Financial Officer

[Second Lien Trademark Security Agreement]

Accepted and Agreed:

BANK OF AMERICA, N.A., as Collateral Agent

[Second Lien Trademark Security Agreement]

## SCHEDULE I

to

# SECOND LIEN TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

# **UNITED STATES TRADEMARKS:**

**Owner: RealTick LLC** 

RECORDED: 01/25/2011

Trademark	Jurisdiction	Serial No. / Date	Registration No. / Date
EuroVAB	U.S.	77/375323	3593883
Euro (TIB		1/18/2008	3/24/2009
Hottrend	U.S.	76/300407	2547387
		8/16/2001	3/12/2002
Infinity Design	U.S.	77/969535	n/a
		3/26/2010	
	U.S.	77/969521	n/a
REALTICK			
Liquidity Scope	U.S.	85/056515	n/a
		6/7/2010	
RealTick	U.S.	75/751113	2405718
		7/14/1999	11/21/2000
RealTick	U.S.	76/520248	2876560
		5/8/2003	8/24/2004
RealTick API	U.S.	77/969549	n/a
		3/26/2010	
RealTick Data	U.S.	77/954480	n/a
		3/9/2010	
RealTrade	U.S.	76/279890	2712768
		6/27/2001	5/6/2003
TA_SRV	U.S.	75/776698	2355296
		8/13/1999	6/6/2000
TAL	U.S.	75/773400	2603340
		8/11/1999	8/6/2002
TAL Data	U.S.	76/512525	2868722
		5/8/2003	8/3/2004
TicketMinder	U.S.	77/242104	3408599
		7/30/2007	4/8/2008
Townsend Analytics	U.S.	75/773041	2424766
		8/11/1999	1/30/2001
TurboOptions	U.S.	78/661964	3148055
		6/30/2005	9/26/2006
WebTick	U.S.	76/485962	2850382
		1/29/2003	6/8/2004