



RECORDATION FOR  
TRADEMARK

07-07-2003



102489582

6-27-03

To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BrokerTec Global, L.L.C.

2. Name and address of receiving party(ies):

BrokerTec USA, L.L.C.  
One Evertrust Plaza  
Jersey City, NJ 07302

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other:

Execution Date: May 7, 2003

Effective Date: May 7, 2003

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State:
- Other: Delaware Limited Liability Company

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached:  Yes;  No

(Designations must be a separate document from Assignment)

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

~~76/423,148~~ ~~76/422,930~~  
76/422,929 76/422,928 76/422,927

B. Trademark Registration No.(s):

2,601,551	2,697,694	2,530,271
2,718,906	2,520,678	2,711,074
2,700,083	2,700,084	

5. Name and address of party to whom correspondence document should be mailed:

Joseph E. Washington, Esq.  
Morgan, Lewis & Bockius LLP  
1111 Pennsylvania Avenue, NW  
Washington, D.C. 20004

Telephone: 202-739-3000  
Facsimile: 202-739-3001  
E-Mail: jwashington@morganlewis.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) Cal. 1 x \$40.00 = \$ 40.00  
12 x \$25.00 = \$ 300.00  
 Total \$ 340.00

Authorized to charge to deposit account.

8. Deposit account number: 13-4520

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Joseph E. Washington, Esq.  
Name of Person Signing

Signature

June 27, 2003  
Date

Total number of pages including cover sheet, attachments and document: 7

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this 7<sup>th</sup> day of May, 2003, by and between BrokerTec Global, L.L.C., a Delaware limited liability company (the "Assignor") and BrokerTec USA, L.L.C., a Delaware limited liability company (the "Assignee").

### RECITALS

WHEREAS, Assignor and Assignee have entered into the Master Assignment and Assumption Agreement dated as of May 7, 2003 (the "Master Assignment and Assumption Agreement"), pursuant to which Assignee has acquired all of Assignor's right, title and interest in and to the domestic and foreign trademarks, services marks and logos, and any registrations or pending applications associated therewith, that are listed in Schedule A hereto (collectively, the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks within the United States and its territories and possessions, including, without limitation, all goodwill associated therewith or symbolized thereby, all common law trademark rights related thereto, together with the right to sue and recover damages for future, present and past infringements thereof and to fully and entirely stand in the place of Assignor in all matters related thereto. With respect to all intent-to-use U.S. applications comprised within the Assigned Trademarks, the parties hereto acknowledge that the portion of the business, which is ongoing and existing, in connection with which the Assignee has a bona fide intention to use the trademarks applied for in such intent-to-use U.S. applications is also being transferred to Assignee pursuant to the Master Assignment and Assumption Agreement and related agreements. This Assignment is intended to be an absolute assignment and not by way of security.

2. Further Assurances. Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and assigns may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement. Assignee, or its successors or assigns, as the case may be, shall be responsible for all reasonable out-of-pocket costs and expenses incurred by Assignor in executing and delivering any of the foregoing, which costs and expenses, for the avoidance of doubt, shall not include attorneys' fees incurred in connection with the foregoing.

3. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflicts of law provision that would cause the application of the laws of any jurisdiction other than the

State of New York. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by each party hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Agreement shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Agreement and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute on and the same instrument.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

BROKERTEC GLOBAL, L.L.C.

By:   
Name: **William H. Hinkle**  
Title: **President & CEO**

BROKERTEC USA, L.L.C.

By:   
Name: **William H. Hinkle**  
Title: **President & CEO**



SCHEDULE A TO TRADEMARK ASSIGNMENT AGREEMENT  
ASSIGNED TRADEMARKS

US Registered Marks:

BTEC

US Status: Registered

Registration Date: July 30, 2002

Registration No.: 2601551

BROKERTEC GLOBAL

US Status: Registered

Registration Date: January 15, 2002

Registration No.: 2530271

BROKERTEC

US Status: Registered

Registration Date: December 18, 2001

Registration No.: 2520678

BROKERTEC FUTURES EXCHANGE

US Status: Registered

Applicant: Seller

Registration Date: March 25, 2003

Registration No.: 2700083

BROKERTEC CLEARING COMPANY

US Status: Registered

Applicant: Seller

Registration Date: March 25, 2003

Registration No.: 2700084

BTEX

US Status: Registered

Applicant: Seller

Registration Date: March 18, 2003

Registration No.: 2697694

**US Marks – Pending Registrations****GLOBAL MARKETS...GLOBAL PRODUCTS...ONE ELECTRONIC  
TRADING PLATFORM****US Status: Pending****Application Date: April 24, 2002****Applicant: Seller****Serial No. 76/399049****BUILT FOR THE FUTURE****US Status: Pending****Application Date: April 12, 2002****Applicant: Seller****BROKERTEC THE LIQUIDITY SOURCE (plus logo)****US Status: Pending****Application Date: June 20, 2002****Applicant: Seller****BROKERTEC (plus logo)****US Status: Pending****Application Date: June 20, 2002****Applicant: Seller****THE LIQUIDITY SOURCE****US Status: Pending****Application Date: June 20, 2002****Applicant: Seller****MOVING FAST. TRADING SMART****US Status: Pending****Application Date: June 20, 2002****Applicant: Seller****BROKERTALK****US Status: Pending****Application Date: June 20, 2002****Applicant: Seller**