

12-04-2002

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Form PTD-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings		 102302043		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): OptiMark Holdings, Inc. 11-27-02 Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>Softbank Capital Partners LP</u> Internal Address: _____ _____ Street Address: <u>1188 Centre Street</u> _____ City: <u>Newton</u> State: <u>MA</u> Zip: <u>02459</u> Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>11/27/2002</u>					
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) _____ <u>See attached Schedule A</u> B. Patent No.(s) _____ <u>See attached Schedule A</u> Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>John Savva, Esq.</u> Internal Address: <u>Sullivan & Cromwell</u> _____ Street Address: <u>1870 Embarcadero Road</u> _____ City: <u>Palo Alto</u> State: <u>CA</u> Zip: <u>94303</u>			6. Total number of applications and patents involved: <u>17</u> 7. Total fee (37 CFR 3.41).....\$ <u>680.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____		
DO NOT USE THIS SPACE					
9. Signature. <u>Robert J. Washaw</u> <u>[Signature]</u> <u>11-27-02</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents: <u>17</u> Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231					

12/03/2002 BTOM11 00000225 09430319

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PATENT
REEL: 013532 FRAME: 0133

SCHEDULE A

Patent Applications

Serial No.	Filing Date
09/430,319	10/29/1999
09/479,035	01/07/2000
09/489,769	01/21/2000
09/495,800	02/01/2000
09/546,341	04/10/2000
09/545,771	04/10/2000
60/195,905	04/10/2000
09/634,458	08/07/2000
09/773,258	01/31/2001
60/335,468	11/15/2001

Patents

Patent No.	Issue Date
5,689,652	11/18/1997
5,845,266	12/01/1998
6,016,483	01/18/2000
6,112,189	08/29/2000
5,950,177	09/07/1999
6,012,046	01/04/2000
6,098,051	08/01/2000

Additional names and addresses of receiving parties:

Softbank Capital Advisors Fund LP
1188 Centre Street
Newton, MA 02459

Softbank Capital LP
1188 Centre Street
Newton, MA 02459

ASSIGNMENT FOR SECURITY

(PATENTS)

WHEREAS, OptiMark Holdings, Inc. (the "Assignor") has made certain representations and warranties in the Pledge and Security Agreement (as defined below) and related documents with respect to the letter patents, design patents and utility patents listed on the annexed Schedule 1A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Assignor, has entered into an Amended and Restated Pledge and Agreement, dated as of November 27, 2002 (the "Pledge and Security Agreement"), in favor of Softbank Capital Partners LP, Softbank Capital Advisors Fund LP and Softbank Capital LP, as the lender (collectively, the "Assignee");

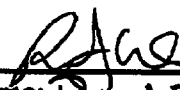
WHEREAS, pursuant to the Pledge and Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Patents and the applications and registrations thereof (if any) and all continuations in part, reissues, divisions, extensions and rights of priority concerning the foregoing, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Pledge and Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment for Security to be duly executed by its officer thereunto duly authorized as of November 27, 2002.

OPTIMARK HOLDINGS, INC.

By: 
Name: Robert J. Worshaw
Title: Authorized Officer

SCHEDULE A

Patent Applications

Serial No.	Filing Date
09/430,319	10/29/1999
09/479,035	01/07/2000
09/489,769	01/21/2000
09/495,800	02/01/2000
09/546,341	04/10/2000
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