

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Bank of America, N.A., as Administrative Agent	01/30/2008
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
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6138130
Patent Number:	7386497
Application Number:	10366500
CORRESPONDENCE DATA	
Fax Number:	(919)416-8328
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	9192868041
Email:	pto_tmconfirmation@mvalaw.com
Correspondent Name:	Moore & Van Allen PLLC
Address Line 1:	430 Davis Drive
Address Line 2:	Suite 500
Address Line 4:	Morrisville, NORTH CAROLINA 27560
ATTORNEY DOCKET NUMBER:	017625-002413 EAR
NAME OF SUBMITTER:	Ellen A. Rubel

OP \$120.00 6138130

Total Attachments: 4
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") dated as of January 30, 2008, is by and among **BANK OF AMERICA, N.A.**, as the administrative agent (the "Administrative Agent"), **BANK OF AMERICA, N.A.**, as collateral agent (the "Collateral Agent") and the Domestic Loan Parties. Defined terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement (as defined below).

RECITALS:

1. **GFI GROUP INC.**, a Delaware corporation ("GFI"), **GFI HOLDINGS LIMITED**, a company incorporated under the laws of England and Wales (the "Foreign Borrower"; together with GFI, the "Borrowers"), the Guarantors, the Lenders and the Administrative Agent entered into that certain Amended and Restated Credit Agreement dated as of February 24, 2006 (as amended or modified from time to time, the "Credit Agreement").

2. In conjunction with the Credit Agreement, the Borrower and the Domestic Guarantors entered into a Domestic Security Agreement and a Domestic Pledge Agreement, each dated as of February 26, 2006 (the "Domestic Collateral Documents") pursuant to which the Borrower and the Domestic Guarantors pledged certain collateral in favor of the Administrative Agent on behalf of the holders of the Obligations.

3. The Credit Agreement is being amended pursuant to that certain Third Amendment to Credit Agreement, dated as of the date hereof, by and among the Borrowers, the Guarantors, the Administrative Agent and the Lenders (the "Third Amendment") pursuant to which GFI will be permitted to issue senior secured notes (the "2007 Senior Notes") subject to the terms and conditions set forth in the Third Amendment.

4. Pursuant to the issuance of the 2007 Senior Notes, the Borrower and the Domestic Guarantors are pledging certain collateral to the Collateral Agent for the benefit of the holders of the 2007 Senior Notes, and the holders of the 2007 Senior Notes, GFI, the Domestic Guarantors, the Administrative Agent, on behalf of the holders of the Obligations, and the Collateral Agent are entering into that certain Intercreditor and Collateral Agency Agreement (the "Intercreditor Agreement") dated as of the date hereof.

5. Pursuant to the Third Amendment, the Lenders have consented to the assignment by the Administrative Agent to the Collateral Agent all of the Administrative Agent's rights, title and interest in (on behalf of the holders of the Obligations), among other things, the Domestic Collateral Documents and the liens and security interests created in the property described therein (such property, herein the "Domestic Collateral").

6. In furtherance of the provisions of the Third Amendment and the Intercreditor Agreement, the Administrative Agent desires to assign all of its rights, title and interest in and to the Domestic Collateral Documents and the Domestic Collateral to the Collateral Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, and for the mutual and dependent covenants herein contained, the parties hereto agree as follows:

1. Assignment. The Administrative Agent has TRANSFERRED, ASSIGNED, GRANTED and CONVEYED and does by these presents TRANSFER, ASSIGN, GRANT and CONVEY, unto the Collateral Agent all of its right, title and interest in and to the Domestic Collateral Documents, together with any rider, addendum, exhibit, schedule and attachment thereto, and the Domestic Collateral, together with all attendant liens, rights, title, assignments and interests (including security interests) pertaining to or arising from the Domestic Collateral Documents, together with all financing statements and other filings related to the Domestic Collateral Documents ALL WITHOUT REPRESENTATION, WARRANTY OR RECOURSE, except that the Administrative Agent represents and warrants that (i) it is authorized to execute this document and perform its obligations hereunder and (ii) its rights under the Domestic Collateral Documents are not subject to any lien or, to its knowledge, any other adverse claim. The parties hereto specifically agree that no other rights or powers under the Credit Agreement are being transferred, assigned, granted or conveyed except as expressly set forth herein.

2. Amendments to Domestic Collateral Documents.

(a) The Domestic Security Agreement is hereby amended such that all references to the "Administrative Agent" are hereby replaced with references to the "Collateral Agent".

(b) The Domestic Pledge Agreement is hereby amended such that all references to the "Administrative Agent" in the Domestic Pledge Agreement are hereby replaced with references to the "Collateral Agent".

3. Successors and Assigns. This Agreement is binding upon the Administrative Agent and the Domestic Loan Parties and shall inure to the benefit of the Collateral Agent and its successors and assigns.

4. No Novation. The Administrative Agent, the Collateral Agent and the Domestic Loan Parties agree that this Agreement shall constitute an amendment to the Domestic Collateral Documents and shall not constitute a novation in any manner whatsoever. Upon assignment, the Collateral Agent shall replace the Administrative Agent as collateral agent under the Domestic Collateral Documents and thereafter the Collateral Agent, for the benefit of the holders of the Obligations, shall hold all liens identified in the Domestic Collateral Documents, subject to the terms of the Intercreditor Agreement.

5. Further Assurances. The Administrative Agent and the Domestic Loan Parties agree to execute and deliver such further documentation as may be reasonably deemed necessary or desirable by the Collateral Agent to carry out the provisions and purposes of this Agreement and to preserve and perfect the liens and security interests of the Collateral Agent in the Domestic Collateral.

6. Entire Agreement. This Agreement embodies the final entire agreement of each of the Administrative Agent, the Collateral Agent and the Domestic Loan Parties and supersedes any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to this Agreement and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties. There are no oral agreements between the parties.

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IN WITNESS WHEREOF, the following have executed this Agreement on the date first above written.

BANK OF AMERICA, N.A.,
as the Administrative Agent

By: Don B. Pinzon
Name: Dou B. PINZON
Title: VICE PRESIDENT

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

By: William J. Coupl
Name: William J. Coupl
Title: SVP

GFI GROUP INC.,
a Delaware corporation,

By: [Signature]
Name: Scott Pintobbb
Title: Secretary

DOMESTIC GUARANTORS:
GFI GROUP LLC,
a New York limited liability company

By: [Signature]
Name: Scott Pintobbb
Title: Secretary

GFINET INC.,
a Delaware corporation

By: [Signature]
Name: Scott Pintobbb
Title: Secretary

GFI BROKERS LLC,
a Delaware limited liability company

By: [Signature]
Name: Scott Pintobbb
Title: Secretary

INTERACTIVE VENTURES LLC,
a Delaware limited liability company

By: [Signature]
Name: Scott Pintobbb
Title: Secretary

FENICS SOFTWARE INC.,
a Delaware corporation

By: [Signature]
Name: Scott Pintobbb
Title: Secretary

AMEREX BROKERS LLC,
a Delaware limited liability company

By: [Signature]
Name: Scott Pintobbb
Title: Secretary