

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
BNY ConvergeEx Group, LLC	12/17/2010
ConvergeEx Research Solutions LLC	12/17/2010

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: 12

Property Type	Number
Patent Number:	7769658
Patent Number:	7778896
Patent Number:	7840841
Application Number:	10832460
Application Number:	12032682
Application Number:	12472364
Application Number:	12126754
Application Number:	12761143
Application Number:	12951834
Application Number:	61291858
Application Number:	12847236
PCT Number:	US0864299

CORRESPONDENCE DATA

OP \$480.00 7769658

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NAME OF SUBMITTER:

David Adams

Total Attachments: 5

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SECOND LIEN PATENT SECURITY AGREEMENT

Second Lien Patent Security Agreement, dated as of December 17, 2010, by BNY CONVERGEX GROUP, LLC, a Delaware limited liability company, and CONVERGEX RESEARCH SOLUTIONS LLC, a Delaware limited liability company (each individually a "Grantor" and together, the "Grantors"), 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 "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor are 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 the Grantors are required to execute and deliver this Second Lien Patent 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, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. 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 Patent Collateral. The Grantors hereby pledge and grant 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 each Grantor:

- (a) Patents of each Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents 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 Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Second Lien Patent Security Agreement.

SECTION 5. Counterparts. This Second Lien Patent 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 Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

BNY CONVERGEX GROUP, LLC

By: 

**Name: Christopher M. Springer
Title: Chief Financial Officer**

CONVERGEX RESEARCH SOLUTIONS LLC

By: 

**Name: Christopher M. Springer
Title: Chief Financial Officer**

[Signature Page to Second Lien Patent Security Agreement]

**PATENT
REEL: 025549 FRAME: 0590**

Accepted and Agreed:

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

By: 

Name: Kimberly D. Williams

Title: Vice President

[Signature Page to Second Lien Patent Security Agreement]

**PATENT
REEL: 025549 FRAME: 0591**

SCHEDULE I
to
SECOND LIEN PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>DESCRIPTION</u>
BNY ConvergeEx Group, LLC	7,769,658	Commission Management System
BNY ConvergeEx Group, LLC	7,778,896	Systems and Methods for Direct Electronic Trading of Depository Receipts
BNY ConvergeEx Group, LLC	7,840,841	Aged Transactions in a Trading System

Patent Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>DESCRIPTION</u>
ConvergeEx Research Solutions LLC	10/832,460	Independent Research Analysis, Aggregation and Delivery System and Method
BNY ConvergeEx Group, LLC	12/032,682 (60/901,919)	Systems, Methods and Media for Trading Securities
BNY ConvergeEx Group, LLC	12/472,364 (61/055,606)	Systems, Methods, and Media for Automatically Controlling Trade Executions Based on Percentage of Volume Trading Rates
BNY ConvergeEx Group, LLC	12/126,754 (60,931,328)	[Unpublished application]
BNY ConvergeEx Group, LLC	12/761,143	[Unpublished application]
BNY ConvergeEx Group, LLC	12/951,834	(Claims benefit of 11/759,830)
BNY ConvergeEx Group, LLC	61/291,858	[Unpublished provisional application]
BNY ConvergeEx Group, LLC	12/847,236	[Unpublished application]
BNY ConvergeEx Group, LLC	PCT/US2008/642299	Aged Transactions in a Trading System