

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
RealTick LLC	01/24/2011
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: 7	
Property Type	Number
Application Number:	60778475
Patent Number:	7752123
Application Number:	60787611
Application Number:	11605871
Patent Number:	7725622
Application Number:	60800700
Application Number:	61194499
CORRESPONDENCE DATA	
Fax Number:	(202)756-9299
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	212-701-3345
Email:	david.adams@thomsonreuters.com
Correspondent Name:	James P Murphy, Legal Assistant
Address Line 1:	80 Pine St
Address Line 2:	Cahill Gordon & Reindel LLP
Address Line 4:	New York, NEW YORK 10005

OP \$280.00 60778475

NAME OF SUBMITTER:

David Adams

Total Attachments: 5

source=Second Lien Patent Security Agreement - RealTick#page2.tif

source=Second Lien Patent Security Agreement - RealTick#page3.tif

source=Second Lien Patent Security Agreement - RealTick#page4.tif

source=Second Lien Patent Security Agreement - RealTick#page5.tif

source=Second Lien Patent Security Agreement - RealTick#page6.tif

SECOND LIEN PATENT SECURITY AGREEMENT

Second Lien Patent Security Agreement, dated as of January 24, 2011, by REALTICK LLC, a Delaware limited liability company (the "Grantor"), 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 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 the Grantor is 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 Grantor hereby agrees 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 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) Patents of such 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 the Grantor hereby acknowledges and affirms 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 Grantor 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, the 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.

REALTICK LLC

By: 

Name: Christopher M. Springer

Title: Chief Financial Officer

[Second Lien Patent Security Agreement]

PATENT
REEL: 025691 FRAME: 0363

Accepted and Agreed:

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

By: Maria A. McClain
Name: *Maria H. McClain*
Title: *Vice President*

[Second Lien Patent Security Agreement]

PATENT
REEL: 025691 FRAME: 0364

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

Title	Jurisdiction	Applic. No. / Filing Date	Pub. No. / Pub. Date	Patent No. / Issue Date
Methods and Systems for Risk Management	U.S.	60/778,475 11/713,512 3/1/2007	20070219893	n/a
Order Management System and Method for Electronic Securities Trading	U.S.	60/796,083 11/740,609 4/26/2007	20080015970	7,752,123 7/6/2010
Methods and Systems for Chart Based Order Entry	U.S.	60/787,611 11/731,818 3/29/2007	20080021806	n/a
Method and Systems for Transmitting Data	U.S.	11/605,871 11/29/2006	20080127230	n/a
Data Distribution System and Method	U.S.	11/605,937 11/29/2006	20080126575	7,725,622 5/25/2010
Methods and Systems for Algorithmic Order Processing	U.S.	60/800,700 11/803,812 5/15/2007	20080004896	n/a
[Unpublished Application]	U.S.	61/194,499 12/566,844	n/a	n/a