PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		Release of Second Lien Security I	Release of Second Lien Security Interest recorded at Reel/Frame 025549/0586			
CONVEYING PARTY	′ DATA					
		Execution Date				
Bank of America, N./	۹.		04/04/2013			
RECEIVING PARTY	DATA					
Name:	ConvergEx G	roup, LLC (formerly known as BNY Conve	gEx Group, LLC)			
Street Address:	1633 Broadw	ay, 48th floor				
City:	New York					
State/Country:	NEW YORK	NEW YORK				
Postal Code:	10019	10019				
Name:		ConvergEx Solutions LLC (formerly known as Convergex Research Solutions LLC)				
Street Address:		1633 Broadway, 48th floor				
City: State/Country:		New York				
Postal Code:	10019	NEW YORK				
			J			
PROPERTY NUMBE	RS Total: 12					
Property Type		Number				
Patent Number:		7778896				
Patent Number: 7		7840481				
Patent Number: 7		7769658				
Patent Number: 75		979344				
Application Number: 108		10832460				
Application Number: 120		12032682				
Application Number: 127						
Application Number:	:	12761143				

Application Number:

Application Number:

12951834

12126754

Application Number:	6129	01858				
PCT Number: US200		008642299				
CORRESPONDENCE DATA						
Fax Number:	3128622200					
Correspondence will be s	ent via US Mail	when the fax attempt is unsuccessful.				
Phone:	312-862-6371					
Email:	renee.presca	n@kirkland.com				
Correspondent Name:	Renee Prescan					
Address Line 1:	300 North LaSalle Street					
Address Line 2:	Kirkland & Ellis LLP					
Address Line 4:	Chicago, ILLINOIS 60654					
ATTORNEY DOCKET NUMBER:		22150-20 RMP				
NAME OF SUBMITTER:		Renee M. Prescan				
Signature:		/Renee M. Prescan/				
Date:		04/08/2013				
Total Attachments: 4 source=IP - ConvergEx - 2nd Lien Patent Release (EXECUTED)_(25654283_4)#page1.tif source=IP - ConvergEx - 2nd Lien Patent Release (EXECUTED)_(25654283_4)#page2.tif source=IP - ConvergEx - 2nd Lien Patent Release (EXECUTED)_(25654283_4)#page3.tif source=IP - ConvergEx - 2nd Lien Patent Release (EXECUTED)_(25654283_4)#page4.tif						

<u>RELEASE OF SECURITY INTEREST IN PATENTS</u> (SECOND LIEN)

This RELEASE OF SECURITY INTEREST IN PATENTS ("<u>Release</u>") is given as of this 4th day of April, 2013, by Bank of America, N.A., as Collateral Agent ("<u>Assignor</u>"), as Collateral Agent for itself and the Lenders, in favor of ConvergEx Group, LLC (formerly known as, BNY ConvergEx Group, LLC) and Convergex Solutions LLC (formerly known as Convergex Research Solutions LLC) (each individually an "<u>Assignee</u>" and together, the "<u>Assignees</u>"). Capitalized terms used in this Release but not defined herein have the meanings assigned to such terms in the Credit Agreement or Security Agreement (each as defined below).

WHEREAS, ConvergEx Group, LLC (formerly known as BNY ConvergEx Group, LLC), as Borrower, Bank of America, N.A., as Administrative Agent and the other parties thereto entered into that certain Second Lien Credit and Guaranty Agreement, dated as of December 17, 2010 (as further amended, modified, supplemented or restated, and in effect from time to time, the "<u>Credit Agreement</u>");

WHEREAS, as a condition precedent to the Lenders' making any Loans or otherwise extending credit to the Borrower under the Credit Agreement, the Assignees executed and delivered to the Assignor, for the benefit of the Lenders and the Assignor, that certain Second Lien Pledge and Security Agreement, dated as of December 17, 2010, among the Assignees and the Assignor (as amended, modified, supplemented or restated, and in effect from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each of the Assignees executed and delivered to the Assignor a Second Lien Patent Security Agreement (the "<u>Second Lien Patent Security Agreement</u>") and unconditionally granted to Assignor, for the benefit of the Lenders and the Assignor, to secure the payment and performance in full of all of the Obligations, a security interest in and pledged to the Assignor, for the benefit of the Lenders and the Assignor, the following pledged Collateral of each Assignee: (a) Patents of each Assignee listed on <u>Schedule 1</u> attached hereto; and (b) all Proceeds of any and all of the foregoing. (collectively, the "<u>Patent Collateral</u>");

WHEREAS, the Second Lien Patent Security Agreement was recorded with the United States Patent and Trademark Office on December 22, 2010, at Reel 025549 / Frame 0586;

WHEREAS, the Obligations have now been paid and performed in full and Assignor and Assignees desire that Assignor terminate and release its security interest in and to the Patent Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees as follows:

Assignor hereby terminates, releases and discharges fully its security interest and lien, and reconveys, transfers and assigns to Assignee, without recourse, any

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rights it may have, in and to Assignees' right, title and interest in or to the Patent Collateral, including the patent registrations and applications listed on <u>Schedule 1</u> hereto. Assignor further terminates, releases, and discharges fully any security interest or lien granted to it, and reconveys, transfers and assigns to Assignees, without recourse, any rights it may have, in or to any Collateral consisting of patents, patent applications, or patent licenses, pursuant to the Security Agreement or any Second Lien Patent Security Agreement to the Assignor pursuant to the Security Agreement.

Assignor hereby authorizes Assignees or Assignee's authorized representative to, at the sole expense of the Assignees, (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Intellectual Property Collateral, and/or (iii) otherwise record or file this Release in any applicable governmental office or agency.

Assignor shall take all further actions, and provide to Assignees, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by an Assignee to more fully and effectively effectuate the purposes of this Release.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, intending to be legally bound, Assignor has caused this RELEASE OF SECURITY INTEREST IN PATENTS to be duly executed as of the date first above written.

ASSIGNOR:

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

AMANIL B

Name: Darleen R Parmelee Title: Assistant Vice President

[Patent Release (2nd Lien)]

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SCHEDULE 1 TO RELEASE OF SECURITY INTEREST IN PATENTS

Registrations:

Owner	Application No.	Patent No.	Description
Convergex Group,	10/309750	7778896	Systems and methods for
LLC			direct electronic trading of
			depositary receipts
ConvergEx Execution	11/862899	7840481	Automatic detection of
Solutions LLC			functional defects and
			performance bottlenecks in
			network devices
Convergex Group,	12/437109	7769658	Commission management
LLC			system
Convergex Group,	12/472364	7979344	Systems, methods, and media
LLC	(61/055506)		for automatically controlling
			trade executions based on
			percentage of volume trading
			rates

Applications:

Owner	Application No.	Publication No.	Description
ConvergEx Solutions	10/832460	20050240456	Independent research
LLC			analysis, aggregation and
			delivery system and method
Convergex Group,	12/032682	20090018968	Systems, methods, and
LLC	(60/901919)		media for trading securities
Convergex Group,	12/761143	20110258100	Systems, methods, and
LLC			media for placing orders to
			trade securities
Convergex Group,	12/847236	20110010284	Commission management
LLC			system
ConvergEx	12/951834	20110066545	Aged transactions in a
Execution Solutions			trading system
LLC			
Convergex Group,	12/126754		Unpublished application
LLC	(60/931328)		
Convergex Group,	61/291858		Systems, Methods, and
LLC			Media for Controlling
			Orders in a Trading System
Convergex Group,	PCT/US08/642299		Aged transactions in a
LLC			trading system