

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

COPY

Trading Technologies International, Inc.)
)
 Plaintiff,)
)
 v.)
)
 Rolfe & Nolan Systems Inc.)
)
 Defendant.)

Civil Action No. 05 C 4354

Judge Filip

RECEIVED
AUG 5 - 2005
JUDGE MARK FILIP
UNITED STATES DISTRICT COURT

CONSENT JUDGMENT

As a result of settlement of this action by virtue of a confidential settlement agreement between the parties dated August 1, 2005 which shall become effective upon entry of this Consent Judgment and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") and Defendant, Rolfe & Nolan Systems Inc. ("Rolfe&Nolan"), judgment is hereby entered against Rolfe&Nolan upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. TT commenced this action for patent infringement against Rolfe & Nolan on July 29, 2005. This action alleges that Rolfe&Nolan infringes U.S. Patent Nos. 6,766,304 ("304 patent") and 6,772,132 ("132 patent"). Rolfe&Nolan has received and reviewed a copy of the Complaint filed by TT in this action.
2. This Court has jurisdiction over the parties to this action and over the subject matter of the Complaint.
3. TT is the sole and exclusive owner of the '304 patent and the '132 patent, and has the right to sue upon, and recover damages for past infringement and enjoin future infringement of the '304 and '132 patents.

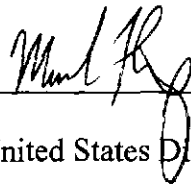
4. All claims of the '304 and '132 patents are valid and enforceable.
5. Rolfe&Nolan infringed the '304 and '132 patents under 35 U.S.C. Section 271 by making, using, selling, offering for sale, importing, and/or otherwise distributing electronic trading software referred to as RANorder Edge™, Version 1.1 through 1.5x, screenshots included in Exhibit 1.
6. Defendant Rolfe&Nolan, its officers, directors, partners, members, affiliates, subsidiaries, assigns, and successors-in-interest are hereby permanently enjoined (unless expressly permitted by TT) during the terms of the '304 and '132 patents from infringing the '304 and '132 patents, including, without limitation, by the making, using, selling, offering for sale, importing, facilitating connectivity for and otherwise distributing in the United States the electronic trading software products referred to in paragraph 5 above including, without limitation, for use in electronically trading any item (e.g., futures, options, equities, fixed-income products, etc.).
7. TT waives its rights to damages from Rolfe&Nolan arising from the manufacture, use, sale or offers to sell, importation and/or other distribution of the electronic trading software products referred to in paragraph 5 above prior to entry of this Judgment.
8. This Court shall retain jurisdiction over this case for purposes of enforcing the Consent Judgment and the confidential Settlement Agreement between the parties pursuant to which the Consent Judgment is filed.
9. The right to enforce this Consent Judgment shall transfer to any successor-in-interest to TT.
10. Each party shall bear its own costs and attorneys' fees.

The terms of that Settlement Agreement are incorporated by reference herein into this Order. WA

SO ORDERED

Dated: _____

8/5/05

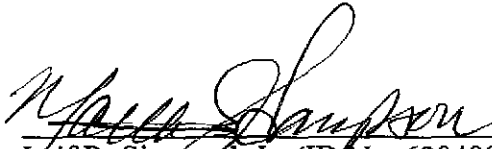


United States District Court Judge

AGREED TO:

Dated: _____

8/3/05



Leif R. Sigmond, Jr. (ID No. 6204980)

Matthew J. Sampson (ID No. 6207606)

McDonnell Boehnen Hulbert & Berghoff LLP

300 South Wacker Drive

Chicago, IL 60606

Tel.: (312) 913-0001

Fax: (312) 913-0002


Attorneys for Plaintiff

TRADING TECHNOLOGIES

INTERNATIONAL, INC.

Dated: _____

8/3/05



Louise Walsh

Welsh & Katz, Ltd.

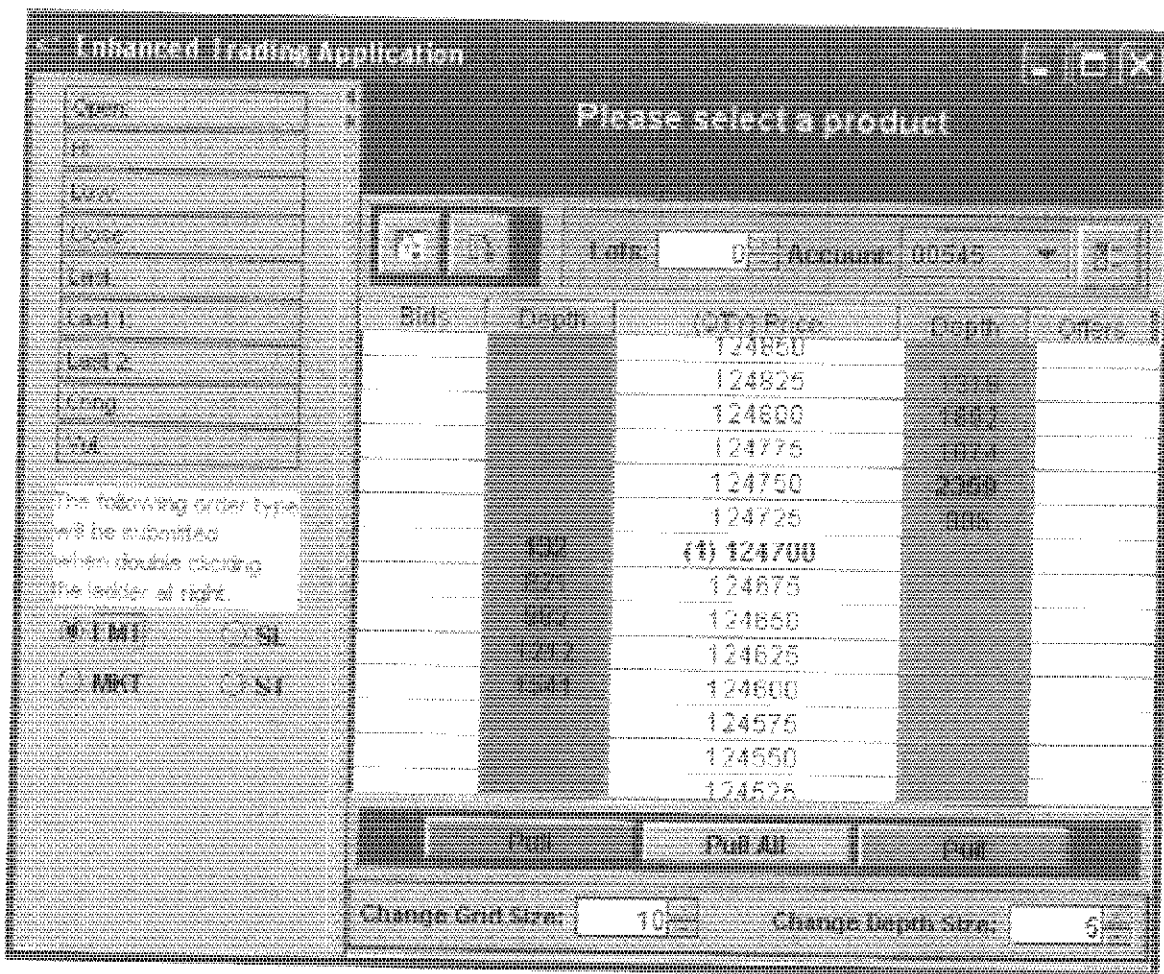
120 S. Riverside Plaza

Chicago, IL 60606

Tel.: (312) 655-1600

Attorneys for Defendant

ROLFE & NOLAN SYSTEMS INC



Original Screen

Version 1.1 through 1.5.x Released June 2004