

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

Rosenthal Collins Group, LLC,	)	
	)	Civil Action No. 05 C 04088
Plaintiff,	)	
	)	Judge Sharon Johnson Coleman
v.	)	
	)	Magistrate Judge Young B. Kim
Trading Technologies International, Inc.,	)	
	)	
	)	
Defendant.	)	

**CONSENT JUDGMENT**

As a result of settlement of this action by virtue of a settlement agreement between the parties dated November 9, 2011 (“Settlement Agreement”) (a redacted copy of which is attached as Exhibit 1 hereto) which shall become effective upon entry of this Consent Judgment and the entry of a Consent Judgment filed in Civil Action No. 10 C 929 and upon consent of Defendant, Trading Technologies International, Inc. (“TT”) and Plaintiff, Rosenthal Collins Group, LLC (“RCG”), judgment is hereby entered against RCG upon TT’s Counterclaims, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. RCG commenced this action for, *inter alia*, a declaratory judgment of non-infringement and invalidity against TT on July 15, 2005. TT filed counterclaims against RCG on August 23, 2005. TT’s counterclaims allege infringement of U.S. Patent Nos. 6,766,304 (“304 patent”) and 6,772,132 (“132 patent”). RCG’s declaratory judgment claims also relate to the ‘304 and ‘132 patents. RCG has received and reviewed a copy of the Counterclaims filed by TT in this action.

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EASTERN DISTRICT OF ILLINOIS

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 patents-in-suit asserted by TT, and has the right to sue upon, and recover damages for past infringement and enjoin future infringement of the patents-in-suit.

4. All claims of the '304 and '132 patents are valid and enforceable.

5. RCG has 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 that includes what RCG has called the ABV window, which was the subject of summary judgment proceedings before this Court (Dkt. Nos. 157, 158, 200, 201, 202, 258, 259, 290 and 313) and was included in RCG's Onyx®, Onyx® 2, Onyx® Pro, and RCG Spreader software. Documentation and a copy of a web-based tutorial on a DVD describing some these products are included in Exhibit 2.

6. Defendant RCG, its officers, agents, servants, employees, and other persons who are in active concert or participation with RCG (including its directors, partners, members, affiliates, subsidiaries, assigns, successors-in-interest to the extent permitted by Fed. R. Civ. P. 65) 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, and otherwise distributing in the United States the electronic trading software products referred to in paragraph 5 above. This injunction applies, *inter alia*, to the use of the electronic trading software products referred to in paragraph 5 above for electronically trading any item (e.g., futures, options, equities, fixed-income products, etc.).

7. Pursuant to the Settlement Agreement, RCG has agreed to pay to TT an amount (specified in the Settlement Agreement) in settlement of TT's claims, which includes the fine assessed against RCG in the Court's order dated Feb. 23, 2011. RCG has no further obligations to make any payment to the Court.

8. The Settlement Agreement resolves all claims in this action. Accordingly, RCG's counts in its complaint are hereby dismissed with prejudice.

9. This Court shall retain jurisdiction over this case for purposes of enforcing the Consent Judgment and the Settlement Agreement between the parties pursuant to which the Consent Judgment is filed.

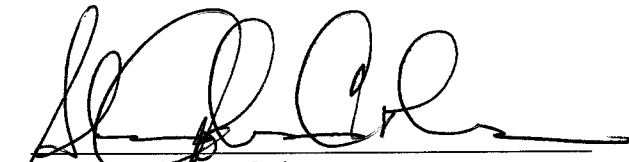
10. The right to enforce this Consent Judgment shall transfer to any successor-in-interest to any party.

11. The Clerk of the Court is hereby ordered to release all funds held in Escrow in the Court's registry fund pursuant to Judge Kim's July 21, 2010 order to TT. Otherwise, each party shall bear its own costs and attorneys' fees.

*[Signatures on Following Page]*

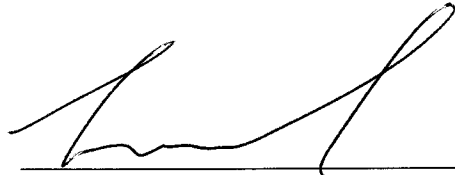
SO ORDERED

Dated: 11/15/11

  
Sharon Johnson Coleman  
United States District Court Judge

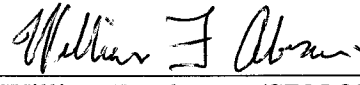

AGREED TO:

Dated: 11/15/11

  
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 Defendant  
TRADING TECHNOLOGIES  
INTERNATIONAL, INC.**

Dated: 11/15/11

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William F. Abrams (SBN 88805)  
**Bingham McCutchen LLP**  
1900 University Avenue  
East Palo Alto, CA 94303-2223  
Telephone: 650.849.4880  
Facsimile: 650.849.4800

**Attorneys for Plaintiff  
ROSENTHAL COLLINS GROUP, LLC**

*Consent Judgment entered in  
Rosenthal Collins Group, LLC v. Trading Technologies  
Intl, Inc.*