

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

Trading Technologies International, Inc.)	
)	Civil Action No. 10 C 929
Plaintiff,)	(Consolidated with:
)	10 C 715, 10 C 716, 10 C 718
v.)	10 C 720, 10 C 721, 10 C 726,
)	10 C 882, 10 C 883, 10 C 884,
Rosenthal Collins Group, LLC.)	10 C 885, 10 C 931)
)	
)	Judge Virginia M. Kendall
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 a Consent Judgment filed in Civil Action No. 05 C 04088 and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") and Defendant, Rosenthal Collins Group, LLC ("RCG"), judgment is hereby entered against RCG upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. TT commenced this action for patent infringement against RCG on February 10, 2010. This action alleges infringement of U.S. Patent Nos. 7,212,999 ("999 patent"), 7,533,056 ("056 patent"), 7,587,357 ("357 patent"), and 7,613,651 ("651 patent"). The complaint was subsequently amended to add claims of infringement of U.S. Patent Nos. 7,676,411 ("411 patent"), 7,693,768 ("768 patent"), 7,725,382 ("382 patent"), 7,813,996 ("996 patent"), 7,904,374 ("374 patent") and 7,930,240 ("240 patent"). RCG has received and reviewed a copy of the Complaint and Amended Complaints filed

by TT in this action. RCG filed a counterclaim alleging infringement by TT of U.S. Patent Nos. 7,555,456 and 7,734,533.

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 '411, '768, '382, '996 and '374 patents are valid and enforceable.

5. RCG has infringed the '411, '768, '382, '996 and '374 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, including the Onyx®, Onyx® 2, Onyx® Glide (which modified the previous version such that after a change in the inside market the price column drifts back to the center of the displayed ranges of prices), Onyx® Pro, and RCG Spreader software. Documentation and a copy of a web-based tutorial on a DVD describing some of these products is included in Exhibit 2. One version of the ABV window was the subject of summary judgment proceedings in Case No. 05 C 04088 (Dkt Nos. 157, 158, 200, 201, 202, 258, 259, 290 and 313).

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

(for example pursuant to the license granted in the Settlement Agreement)) during the terms of the '411, '768, '382, '996 and '374 patents from infringing the '411, '768, '382, '996 and '374 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.

8. The Settlement Agreement resolves all claims in this action. Accordingly, TT's claims of patent infringement of the '999, '056, '357, '651 and '240 patents are hereby dismissed with prejudice. Further, all counterclaims, including RCG's claims of patent infringement, are 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. Each party shall bear its own costs and attorneys' fees.

[Signatures on Following Page]


SO ORDERED

Dated: 11-30-11


Virginia M. Kendall
United States District Court Judge

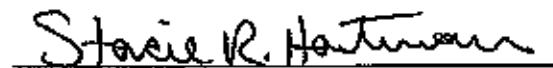
AGREED TO:

Dated: 11/29/11


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