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EXHIBIT A

CONSENT JUDGMENT

UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

Trading Technologies International, Inc.)	
) Civil Action No. 10 C 715
Plaintiff,)	(Consolidated with:
) 10 C 716, 10 C 718
٧.) 10 C 720, 10 C 721, 10 C 726,
) 10 C 882, 10 C 883, 10 C 884,
BGC Capital Markets, L.P.,) 10 C 885, 10 C 929, 10 C 931)
eSpeed Markets, L.P., and Eccoware,)
Ltd.)
) Judge Virginia M. Kendali
Defendants.)

CONSENT JUDGMENT

As a result of settlement of this action by virtue of a settlement agreement between the parties dated January [3], 2014 ("Settlement Agreement") which shall become effective upon entry of this Consent Judgment and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") and Defendants, eSpeed Markets, L.P., BGC Capital Markets, L.P. and Eccoware, Ltd., judgment is hereby entered against Defendants upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

- 1. TT commenced this action for patent infringement against BGC Partners, Inc. on February 3, 2010. The complaint was subsequently amended three times to add and remove certain parties and to add certain patents. The current complaint alleges infringement of U.S. Patent Nos. 7,533,056 ("'056 patent"), 7,587,357 ("'357 patent"), 7,613,651 ("'651 patent"), 7,676,411 ("'411 patent"), 7,685,055 ("'055 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"). Defendants have received and reviewed a copy of the Complaint and Amended Complaints filed by TT in this action.
- This Court has jurisdiction over the parties to this action and over the subject matter of the Complaint.
- 3. TT has alleged that 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 70155v1

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patents-in-suit.

- 4. TT has alleged that Defendants have infringed the '056, '382, '411, '055, '768, '374 and '996 patents (the "Asserted Patents") under 35 U.S.C. § 271 by making, using, selling, offering for sale, importing and/or otherwise distributing electronic trading software including screens referred to as Dual Dynamic and eSpeedometer. Documentation describing the Dual Dynamic and eSpeedometer screens is in Exhibit B of the Settlement Agreement. The Dual Dynamic and eSpeedometer screens were the subject of summary judgment proceedings in Case No. 04 CV 5312 (Dkt Nos. 538, 541-543, 595-598, 606, 651, and 707-708). Defendants have agreed to stop making, using, selling, offering for sale, importing and/or otherwise distributing the accused products and have consented to entry of a permanent injunction.
- 5. Defendants, their officers, agents, servants, employees, and other persons who are in active concert or participation with Defendants (including their 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 or pursuant to the terms of the Settlement Agreement) during the terms of the '056, '382, 411, '055, '768, '374 and '996 patents from infringing the '056, '382, 411, '055, '768, '374 and '996 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 4 above. This injunction applies, *inter alia*, to the use of the electronic trading software products referred to in paragraph 4 above for electronically trading any item (e.g., futures, options, equities, fixed-income products, etc.).
- Pursuant to the Settlement Agreement, Defendants have agreed to pay to TT an amount (specified in the Settlement Agreement) in settlement of TT's claims.
- 7. The Settlement Agreement resolves all claims currently before this Court in this action. Accordingly, TT's claims of patent infringement of the '357, '651, and '240 patents are hereby dismissed with prejudice. Further, all counterclaims are dismissed with prejudice.
- 8. 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.
- 9. The right to enforce this Consent Judgment shall transfer to any successor-in-interest to any party.
- Each party shall bear its own costs and attorneys' fees.



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SO ORDERED

Virginia M. Kendall
United States District Court Judge

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AGREED TO:

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