

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

TRADING TECHNOLOGIES	:	
INTERNATIONAL, INC.,	:	
	:	
Plaintiff,	:	No. 05 C 4137
v.	:	
	:	Hon. Charles P. Kocoras, U.S.D.J.
PEREGRINE FINANCIAL GROUP, INC.,	:	
TRADEMAVEN, L.L.C., and	:	Hon. Ian H. Levin, U.S.M.J.
TRADEMAVEN GROUP, L.L.C.	:	
	:	
Defendants.	:	
	:	
PEREGRINE FINANCIAL GROUP, INC.	:	
	:	
Counter-Plaintiff,	:	
v.	:	
	:	
TRADING TECHNOLOGIES	:	
INTERNATIONAL, INC.,	:	
	:	
Counter-Defendant.	:	
	:	

CONSENT JUDGMENT

Pursuant to the parties' respective settlements of this action, as documented in separate confidential settlement agreements between Plaintiff Trading Technologies International, Inc. ("TT") and Defendants TradeMaven Group LLC and TradeMaven LLC (collectively "TradeMaven") dated January 30, 2006 and amended on March 15, 2006 and between TT and Defendant/Counter-Plaintiff Peregrine Financial Group, Inc. ("PFG") dated March 15, 2006, both agreements which shall become effective upon entry of this Consent Judgment, and upon consent of TT, TradeMaven and PFG, judgment is hereby entered against TradeMaven and PFG upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. TT commenced this action for patent infringement against TradeMaven and PFG on July 19, 2005 (which was subsequently amended to add TradeMaven Group LLC), in which it alleged that TradeMaven has infringed U.S. Patent Nos. 6,766,304 (“the ’304 patent”) and 6,772,132 (“the ’132 patent”) by its Trade Window product versions 2.8.x, 2.9.x and 2.10.x, and alleged that PFG infringed by its original versions of BESTDirectFAST™ (versions 2.9.x and 2.10.x) which were developed by TradeMaven. TT has not accused PFG’s BESTDirectFAST™ system version 3.x or any of PFG’s BESTDirect™ systems (as shown and described in Exhibit 1) of infringing the patents in suit, and has agreed not to do so.

2. PFG and TradeMaven each filed an Answer denying TT’s allegations, and PFG asserted counterclaims alleging that TT’s patents are invalid and unenforceable.

3. This Court has jurisdiction over the parties to this action and over the subject matter of the Complaint.

4. TT represents, and PFG and TradeMaven do not contest, that TT is the sole and exclusive owner of the ’304 patent and the ’132 patent, and has the exclusive right to enforce and recover damages for past infringement and enjoin future infringement of the ’304 and ’132 patents.

5. TradeMaven agrees that all claims of the ’304 and ’132 patents are valid and enforceable. PFG does not contest the validity or enforceability of any claims of the ’304 and ’132 patents. Accordingly, this Court hereby finds that all claims of the ’304 and ’132 patents are valid and enforceable against TradeMaven and, by extension, PFG.

6. TradeMaven admits, and accordingly, this Court finds, that TradeMaven 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 called Trade Window

versions 2.8.x, 2.9.x and 2.10.x and electronic trading software that it made for PFG that was made available through PFG's website under the name BESTDirectFAST™ versions 2.9.x. and 2.10.x, screenshots and documentation of which are attached as Exhibit 2.

7. Defendants TradeMaven, its officers, directors, partners, members, affiliates, subsidiaries, assigns, and successors-in-interest are hereby permanently enjoined during the term 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 6 above (and substantially similar products) including, without limitation, for use in electronically trading any item (e.g., futures, options, equities, fixed-income products, etc.).

8. PFG does not contest that TradeMaven admitted that the products identified in paragraph 6 above are covered by claims of the '304 and '132 patents. PFG also does not contest that after July 20, 2004 (the issue date of the '304 patent), PFG had used, sold, offered for sale or otherwise distributed electronic trading software that it received from TradeMaven that it made available through PFG's website under the name BESTDirectFAST™, versions 2.9.x and 2.10.x, and that this software is shown and described in Exhibit 2. TT does not contend that any such use, sale, offer for sale or other distribution by PFG was willful or deliberate and acknowledges that PFG's alleged infringement was limited. Accordingly, this Court finds that PFG has infringed the '304 and '132 patents under 35 U.S.C. Section 271 by using, selling, offering for sale, importing and/or otherwise distributing the BESTDirectFast™ product, versions 2.9.x and 2.10.x, that it received from TradeMaven, screenshots and documentation of which are attached as Exhibit 2.

9. TT has not asserted infringement against and does not contest that the PFG BESTDirect™ product as shown and described in Exhibit 1 hereto does not infringe the '304 and '132 patents. Accordingly, this Court finds that PFG has not 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 the BESTDirect™ product as shown and described in Exhibit 1.

10. Defendant PFG, its officers, directors, affiliates, subsidiaries, assigns, and successors-in-interest are hereby permanently enjoined during the term 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 6 above (and substantially similar products) including, without limitation, for use in electronically trading any item (e.g., futures, options, equities, fixed-income products, etc.).

11. PFG is not admitting any fault, liability or wrongdoing of any kind in this action and is not making any admission as to the validity of any of TT's allegations, claims or contentions in this action.

12. Conditioned upon receiving from TradeMaven complete payment pursuant to payment terms in the January 30, 2006 settlement agreement (as amended on March 15, 2006), TT waives any right to damages from TradeMaven arising from the manufacture, use, sale or offer to sell, importation and/or other distribution of the electronic trading software products referred to in paragraph 6 above prior to entry of this Judgment.

13. TT waives any right to damages from PFG arising from the use, sale or offers to sell, importation and/or other distribution of the electronic trading software products referred to in paragraph 6 above prior to entry of this Judgment.

14. All counterclaims by PFG are hereby dismissed with prejudice.

15. TT has covenanted not to sue PFG and its customers for particular products, as described more fully in their settlement agreement.

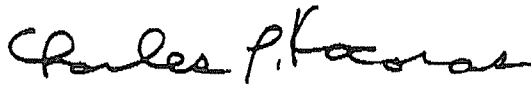
16. This Court shall retain jurisdiction over this case for purposes of enforcing this Consent Judgment and the confidential Settlement Agreements between TT and TradeMaven and TT and PFG pursuant to which the Consent Judgment is filed.

17. The right to enforce this Consent Judgment shall transfer to any successor-in-interest to each of the parties.

18. Each party shall bear its own costs and attorneys' fees.

SO ORDERED:

Dated: 3/23/06



The Honorable Charles P. Kocoras
Chief Judge, United States District Court

AGREED TO:

Dated: March 21, 2006

s/ Jennifer M. Kurcz

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

Matthew J. Sampson (ID No. 6207606)

Jennifer M. Kurcz (ID No. 6279893)

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.

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