

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

Trading Technologies International, Inc.,)	
)	
Plaintiff,	)	Civil Action No. 04 C 6278
)	
v.	)	Judge Blanche M. Manning
)	
Goldenberg, Hehmeyer & Co.,	)	Magistrate Martin C. Ashman
)	
Defendant.)	

CONSENT JUDGMENT

As a result of settlement of this action by virtue of a settlement agreement between the parties dated September 29, 2004 which shall become effective upon entry of this Consent Judgment and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") AND Defendant, Goldenberg Hehmeyer & Co. ("GH"), judgment is hereby entered against GH upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. TT commenced this action for patent infringement against GH on September 28, 2004, alleging that GH infringes U.S. Patent Nos. 6,766,304 ("304 patent") and 6,772,132 ("132 patent"). GH 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. GH has directly infringed the '304 and '132 patents by making and using electronic trading software currently referred to as "GH Trader," screenshots included in Exhibit A.

6. Defendant GH, its officers, directors, partners, affiliates, subsidiaries, assigns, and successors-in-interest are hereby permanently enjoined during the terms of the '304 and '132 patents from 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.

7. Any claims of infringement that TT has against GH based on GH's use and/or distribution of electronic trading software provided by Patsystems, CQG, Rolfe & Nolan and Strategy Runner prior to entry of this judgment are dismissed without prejudice. The parties have addressed this issue in the Settlement Agreement by TT granting to GH a limited covenant not to sue. TT is not waiving any rights to assert the '304 and '132 patents against GH based on GH's use and/or distribution of such third party software in the future if the limited covenant not to sue is terminated. GH is not waiving any rights

to assert that such third party software does not infringe the '304 and '132 patents if the limited covenant not to sue is terminated.

8. TT waives its rights to damages from GH arising from the manufacture, use, sale or offers to sell the electronic trading software products referred to in paragraph 5 above prior to entry of this Judgment.

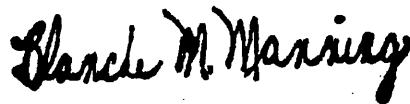
9. Notwithstanding the terms of this Consent Judgment, GH expressly reserves the right to contest infringement if the GH software is modified so as to not infringe the patents-in-suit. In the event that GH contests infringement based on GH software that is modified, TT reserves the right to assert any and all claims against GH including without limitation a claim of contempt of court based on a violation of this Consent Judgment in the event that the Court finds there is no colorable difference between the modified GH software and the software that is the subject of this Consent Judgment.

10. 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.

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

SO ORDERED

Dated: 9/30/04



Blanche M. Manning
United States District Court Judge

TT 030249

AGREED TO:

Dated: September 29, 2004



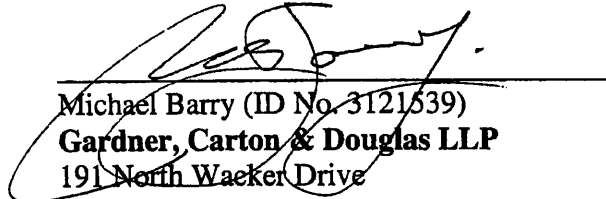
Paul H. Berghoff (ID No. 6180462)
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**Attorneys for Plaintiff
TRADING TECHNOLOGIES
INTERNATIONAL, INC.**

Dated: Sept. 29, 2004



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**Attorneys for Defendant
GOLDENBERG HEHMEYER & CO.**

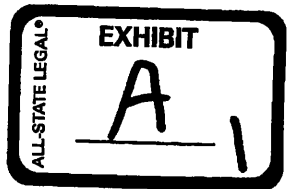
TT 030250

Position	Working	Bid	Price	Ask	Last
0			111.120		
Change			111.119		
111_065			111.110		
153084			111.105		
Volume			111.100		
High			111.095		
			111.090	100	
			111.085	100	
Low			111.080	200	
1			111.075	100	
10			111.070	100	
1	2		111.065		
5	7	0/1	121...		
10	15	0/1	1		
20	50		2		
Clear		1090			
		600			
		500			
		389...			
Del Buys					
Del Sells					

Last Price Update at 3:17:51 pm Subscribed 3:18:21 pm

Loaded today's fills successfully

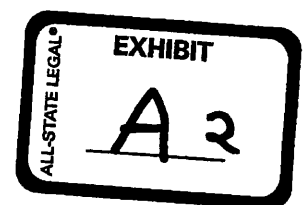
Exch	Contract	Buys	Sells	Pos	P&L



TT 030251

GHStrategy: -2 ZBDEC04 +3 ZNDEC04					
Tools Settings					
Position	Working	Bid	Ask	Price	Last
0				52_196	
Change				52_19+	
52_202				52_192	
Volume				52_19	
High				52_186	
				52_18+	
		10		52_182	
Low				52_18	
				52_176	
0				52_17+	
				52_172	
				52_17	
				52_166	
		7		52_16+	
				52_162	
				52_16	
				52_156	
				52_15+	
Del Buys				52_152	
Del Sells				52_15	
				52_146	

Last Price Update at 3:33:33 pm Subscribed 3:33:38 pm



TT 030252

United States District Court, Northern District of Illinois

256

Name of Assigned Judge or Magistrate Judge	Suzanne B. Conlon	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	04 C 6740	DATE	10/21/2004
CASE TITLE	TRADING TECHNOLOGIES INTL vs. KINGSTREE TRADING		

[In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd party plaintiff, and (b) state briefly the nature of the motion being presented.]

MOTION:

DOCKET ENTRY:

- (1) Filed motion of [use listing in "Motion" box above.]
- (2) Brief in support of motion due _____.
- (3) Answer brief to motion due _____. Reply to answer brief due _____.
- (4) Ruling/Hearing on _____ set for _____ at _____.
- (5) Status hearing[held/continued to] [set for/re-set for] on _____ set for _____ at _____.
- (6) Pretrial conference[held/continued to] [set for/re-set for] on _____ set for _____ at _____.
- (7) Trial[set for/re-set for] on _____ at _____.
- (8) [Bench/Jury trial] [Hearing] held/continued to _____ at _____.
- (9) This case is dismissed [with/without] prejudice and without costs[by/agreement/pursuant to]
 FRCP4(m) Local Rule 41.1 FRCP41(a)(1) FRCP41(a)(2).
- (10) [Other docket entry] This action is dismissed pursuant to settlement. ENTER CONSENT JUDGMENT.

Suzanne B. Conlon

- (11) [For further detail see order attached to the original minute order.]

<input type="checkbox"/> No notices required, advised in open court <input type="checkbox"/> No notices required <input type="checkbox"/> Notices mailed by judge's staff. <input type="checkbox"/> Notified counsel by telephone. <input checked="" type="checkbox"/> Docketing to mail notices <input type="checkbox"/> Mail AO 450 form <input type="checkbox"/> Copy to judge/magistrate judge	courtroom deputy's initials CB	U.S. DISTRICT COURT 2004 OCT 21 PM 12:18	number of notices	Document Number 4
			OCT 21 2004 <small>date docketed</small>	
			JXM <small>docketing deputy initials</small>	
			date mailed notice	
		Date/time received in central Clerk's Office	mailing deputy initials	

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

DOCKETED
OCT 22 2004

Trading Technologies International, Inc.,)	
)	
Plaintiff,	)	Civil Action No. 04 C 6740
)	
v.	)	Judge Conlon
)	
Kingstree Trading L.L.C.,	)	Magistrate Judge Ashman
)	
Defendant.)	

CONSENT JUDGMENT

As a result of settlement of this action by virtue of a settlement agreement between the parties dated October 20, 2004 which shall become effective upon entry of this Consent Judgment and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") and Defendant, Kingstree Trading L.L.C. ("KINGSTREE"), judgment is hereby entered against KINGSTREE upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. TT commenced this action for patent infringement against KINGSTREE on October 19, 2004, alleging that KINGSTREE infringes U.S. Patent Nos. 6,766,304 ("304 patent") and 6,772,132 ("132 patent"). KINGSTREE has received and reviewed a copy of the Complaint filed by TT in this action.

4

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. KINGSTREE has directly infringed the '304 and '132 patents by making and using electronic trading software currently referred to as "KINGSTREE's user interface software developed by Kingstree for Trading," screenshots included in Exhibit A.
6. Defendant KINGSTREE, its officers, directors, partners, members, affiliates, subsidiaries, assigns, and successors-in-interest are hereby permanently enjoined during the terms of the '304 and '132 patents from 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.
7. Any claims of infringement that TT has against KINGSTREE based on KINGSTREE's use and/or distribution of electronic trading software provided by any third party software provider prior to entry of this judgment are dismissed without prejudice. The parties have addressed this issue in the Settlement Agreement by TT granting to KINGSTREE a limited covenant not to sue. TT is not waiving any rights to assert the '304 and '132 patents against KINGSTREE based on KINGSTREE's use and/or distribution of such third party software in the future if the limited covenant not to

sue is terminated. KINGSTREE is not waiving any rights to assert that such third party software does not infringe the '304 and '132 patents if the limited covenant not to sue is terminated.

8. TT waives its rights to damages from KINGSTREE arising from the manufacture, use, sale or offers to sell the electronic trading software products referred to in paragraph 5 above prior to entry of this Judgment.

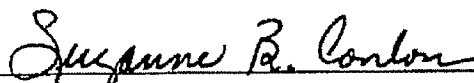
9. Notwithstanding the terms of this Consent Judgment, KINGSTREE expressly reserves the right to contest infringement if the KINGSTREE software is modified so as to not infringe the patents-in-suit. In the event that KINGSTREE contests infringement based on KINGSTREE software that is modified, TT reserves the right to assert any and all claims against KINGSTREE including without limitation a claim of contempt of court based on a violation of this Consent Judgment in the event that the Court finds there is no colorable difference between the modified KINGSTREE software and the software that is the subject of this Consent Judgment.

10. 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.

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

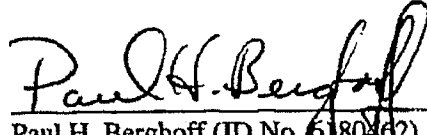
SO ORDERED

Dated: 10/21/04


Suzanne B. Conlon
United States District Court Judge

AGREED TO:

Dated: 10/20/04

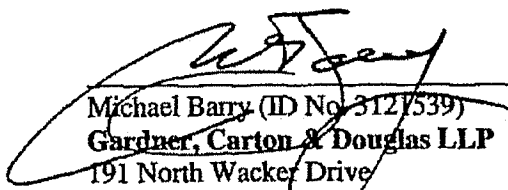


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**Attorneys for Plaintiff
TRADING TECHNOLOGIES
INTERNATIONAL, INC.**

Dated: 10/20/04



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**Attorneys for Defendant
KINGSTREE TRADING, L.L.C.**

EUR/USD	X
1.2391	
1.2390	
1.2389	
1.2388	
1.2387	
1.2386	
1.2385	
1.2384	
1.2383	
1.2382	
1.2381	
1.2380	
1.2379	
1.2378	
1.2377	
1.2376	
1.2375	
1.2374	
1.2373	
1.2372	
1.2371	
1.2370	
1.2369	
1.2368	
1.2367	
1.2366	
1.2365	
1.2364	
1.2363	
1.2362	
1.2361	



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

<hr/>)	
Trading Technologies International, Inc.,)	
		)	Civil Action No. 05 C 3953
	Plaintiff,)	
		)	Judge Der-Yeghiayan
	v.)	
		)	Magistrate Judge Keys
Ninja Trader, LLC,)	
)	
	Defendant.)	
<hr/>)	

CONSENT JUDGMENT

As a result of settlement of this action by virtue of a confidential settlement agreement between the parties dated July 7, 2005 which shall become effective upon entry of this Consent Judgment and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") and Defendant, Ninja Trader LLC ("NINJATRADER"), judgment is hereby entered against NINJATRADER upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. TT commenced this action for patent infringement against NINJATRADER on July 7, 2005. This action alleges that NINJATRADER infringes U.S. Patent Nos. 6,766,304 ("304 patent") and 6,772,132 ("132 patent"). NINJATRADER 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. NINJATRADER 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 incorporating the NINJATRADER SuperDOM screen, screenshots and documentation of which are included in Exhibit 1.

6. Defendant NINJATRADER, 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 (and substantially similar products) 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 NINJATRADER 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. Each party shall bear its own costs and attorneys' fees.


SO ORDERED

Dated: June 14, 2005


Samuel Der-Yeghiayan
United States District Court Judge

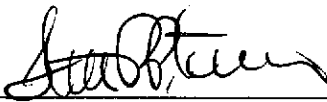
AGREED TO:

Dated: 7/8/05


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TRADING TECHNOLOGIES
INTERNATIONAL, INC.

Dated: 7/8/05


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Attorneys for Defendant
NINJA TRADER, LLC

	1202.25	
	1202.00	
	1201.75	
	1201.50	
	1201.25	
	1201.00	
	1200.75	5763
	1200.50	969
	1200.25	1187
	1200.00	1669
	1199.75	1365
	1199.5	573
1454	1199.25	
1613	1199.00	
3187	1198.75	
1133	1198.50	
1420	1198.25	
8807	1198.00	
	1197.75	
	1197.50	
	1197.25	
	1197.00	
	1196.75	

100

POSITION	QTY	P/L	C
CANCEL	REVERSE	CLOSE	<<

Instrument: ES 09-C | Position Strategy: | Stop Strategy: |

Entry | Stop | Quick Buttons | Reverse & Shadow |

Pos Type: Naked Stop Only Stop / 1T Stop / 2T Stop / 3T

SE Target CIT

Contracts: 1 | Chase Limit: 0

Time Stop: 0 | TIF: DAY | Account: 37806

Entry: CIT Chase

Stop Loss: 1.5

Limit Offset: 0 | T1 Profit: 3

The SuperDOM window (SW) provides complete functionality for the management of a position strategy in a highly visual and efficient manner. The SW is one of two available position strategy management windows (the other being the Basic Entry window (BEW)) where you will spend most of your time using NinjaTrader. The SW and BEW share one common trait, the 'Position Strategy Parameter Tabs' (bottom third of the SW and BEW) are identical. This provides consistency when defining your strategy positions.

Important!

Before continuing any further through this section of the User's Guide, you should review the section on 'Position Strategies' to gain a clear and thorough understanding of the difference between them and a positions.

Topics in this section

The Price Ladder Display

Position And Position Strategy Display

Selecting Instruments And Position Strategies

Placing Entry And Scale Orders

Placing Breakout/Fade Orders

Modifying Entry And Scale Orders

Modifying Stop Loss And Profit Target Orders

Managing An Open/Pending Position

The Info Button (Displaying Running Position Strategies)

Right Mouse Click Context Menu

The Price Ladder Display

 Watch Video Tutorial: [SuperDOM Layout](#)

Columns

The price ladder is broken down into three columns. The left column (referred to as the 'BUY' column) is used to place/modify buy orders and to display market depth on the BID side. The center column (referred to as the 'PRICE' column) is used to modify stop loss/profit target orders, display instrument price levels and the current inside market. The right column (referred to as the 'SELL' column) is used to place/modify sell orders and to display market depth on the ASK side.

The Inside Market

The inside market is displayed as follows:

BID - Default is bold dark blue

ASK - Default is bold forest green

LAST - Price box default highlight color is yellow

BID depth size - Displayed in the corresponding price row's 'BUY' column

ASK depth size - Displays in the corresponding price row's 'SELL' column

LAST trade size - A size marker (box) is displayed to the right of the 'SELL' column with a value representing the number of contracts traded at that price

Cumulative Depth - The bottom integer value in the BUY column and the top integer value in the SELL column represent cumulative depth sizes

**SuperDOM colors are completely user definable via the 'Settings Manager'*

***Depth display is optional and can be toggled via the right click mouse menu. When disabled, only the best BID/ASK size will display.*

Adjusting The Price Ladder Display

Move your mouse into the price ladder and use the mouse scroll wheel to scroll up or down. You can also press the 'C' button to center the last traded price.

PRICE LADDER DISPLAY

YM 09-04
- [] X

BUY	PRICE	SELL	
	10387		
	10386		
	10385		
	10384		
	10383		
	10382		
	10381	190	
	10380	23	
	10379	40	
	10378	57	
	10377	37	
	10376	33	
2	10375		1
15	10374		
26	10373		
46	10372		
37	10371		
126	10370		
	10369		
	10368		
	10367		
	10366		
	10365		

C
<<

Instrument: YM 09 | Position Strategy: YM 2 CARS | Stop Strategy: YM STANDAI

Entry | Stop | Quick Buttons | Reverse & Shadow

Pos Type: Naked | SE: Contracts | Target CIT: Chase Limit | Entry: CIT

Stop Only | 2 | 0

Stop / 1T | Time Stop: 0 | TIF: DAY | Account: 98121

Stop / 2T | Stop / 3T | Stop Loss: 10 | T2 Qty: 1

Limit Offset: 0 | T1 Profit: 10 | T2 Profit: 30

Position And Position Strategy Display

Your account position is displayed at the top of the middle column (orange highlighted box) while position strategy information (turquoise highlighted box) is displayed below the price ladder. For the most part, the size values (in this example 1 contract is shown) will be identical but for advanced users, these numbers could be different because you could have a situation where you have two active position strategies. One managing 1 contract, the other managing two which of course would give a total of 3 contracts in your account and be reflected at the top of the middle column.

ES 12-04			
BUY	1	SELL	
	871.75		
	871.50		
	871.00	9443	
	870.75	1426	
	870.50	3027	
	870.25	3242	
	870.00	1386	
	869.75	362	
	869.50		
	869.25		
	869.00		
	868.75		
	868.50		
	868.25		
	868.00		
3839	867.75		100
2689	867.50		
2596	867.25		
	866.75		
5141	866.75		
16562	866.50		
	866.25		
TR	LONG	1	-2.00
BE			C
SS	CANCEL	REVERSE	CLOSE <<
CIT	Instrument	Position Strategy	Stop Strategy
RT	ES 12-		
RS			

Selecting Instruments And Position Strategies

Selecting/changing strategies will update the parameters in the 'Position Strategy Parameter Tabs'.

Instrument - Changes the active SuperDOM instrument. You can select the 'STOCK' instrument if you wish to request data/trade an equity instrument. When selected, a prompt will ask you to enter a stock symbol.

Position Strategy - Selecting a position strategy will update the 'Position Strategy Parameter Tabs' with the associated parameters of the selected strategy

Stop Strategy - Selecting a stop strategy will update the 'Stop' tab in the 'Position Strategy Parameter Tabs' with the associated parameters of the strategy

Placing Entry And Scale Orders

Watch Video Tutorial: [Placing Orders In The SuperDOM](#)

NinjaTrader defines orders in several categories. Within the SW, you can place and manage the following order categories:

Entry Orders - Orders that initiate a position strategy once filled

Scale Orders - Orders that add/subtract contracts/shares from an open position strategy

Stop Loss/Profit Target Orders

Entry and Scale orders are manually placed while Stop Loss and Profit Target orders (for the most part) are automatically submitted by NinjaTrader once an Entry order has been filled.

The following mouse conventions are used:

Left Click - Places LIMIT orders

Middle Click - Places STOP orders

Middle Click + CTRL Key - Places STOP orders

**The SuperDOM has as STOP order type default (either STOP LIMIT or STOP MARKET), this can be toggled via the right mouse click context menu. If STOP LIMIT is default, then middle click will place STOP LIMIT order while middle click + CTRL key combination will place STOP MARKET order. The inverse is true if the SuperDOM STOP order type default is STOP MARKET.*

*** Middle mouse button usually refers to pressing down on the scroll wheel of your mouse*

The SuperDOM allows you to place a maximum of two Entry orders (using the breakout/fade entry mode which must be enabled via the right mouse click context menu) and a maximum of two scale orders while a position is open.

To place a LIMIT order, left click in the appropriate 'BUY' or 'SELL' column at the price level you wish the order to be submitted. A cyan colored box will appear with the letters 'LMT' along with a size marker to the left of the 'BUY' column. The size marker color will change to reflect the current status of the order. The image to the right illustrates a BUY LIMIT order at 1144.50 for 1 contract

		1145.25		
		1145.00	414	
	336	1144.75		1
		1144.50		
		1144.25		
		1144.00		

To place a STOP LIMIT order (assuming default stop order type is STOP LIMIT), middle click in the appropriate 'BUY' or 'SELL' column at the price level you wish the order to be submitted. A violet colored box will appear with the letters 'SLM' along with a size marker to the left of the 'BUY' column. The size marker color will change to reflect the current status of the order. The image to the left illustrates a BUY STOP LIMIT order at 1145.75 for 1 contract.

		1146.00		
		1145.75		
		1145.50		
		1145.25	143	13
	2755	1145.00		
		1144.75		

To place a STOP MARKET order (assuming default stop order type is STOP LIMIT), middle click while holding the CTRL key down at the price level you wish the order to be submitted. A pink colored box will appear with the letters 'STP' along with a size marker to the left of the 'BUY' column. The size marker color will change to reflect the current status of the order. The image to the right illustrates a BUY STOP MARKET order at 1146.25 for 1 contract.

You can also place orders using the buttons on the 'Quick Buttons' tab of the 'Position Strategy Parameter Tabs'.

		1146.50		
1	STP	1146.25		
		1146.00		
		1145.75	558	1
	333	1145.50		
		1145.25		

Placing Breakout/Fade Orders

 Watch Video Tutorial: [Breakout/Orders](#)

Breakout/Fade orders is where you can place two entry orders as an OCA pair. This means that once one order is filled, the other order will be automatically cancelled. There are several breakout/fade order combinations available:

Break - Order pair consisting of one BUY STOP order and one SELL STOP order

Fade - Order pair consisting of one BUY LIMIT order and one SELL LIMIT order

Break/Fade Buy - Order pair consisting of BUY LIMIT and STOP orders

Break/Fade Sell - Order pair consisting of SELL LIMIT and STOP orders

You must first enable breakout/fade mode by selecting the 'Breakout/Fade Entry Mode' via the right mouse click context menu as per the image to the below

	1145.00	717	
	1144.75	22	6
327	1144.50		
1519	1144.25		

- Always On Top
- Cash P/L
- Show Depth
- AutoCenter
- Size Adjust Value
- StopLimit As Default
- Breakout/Fade Entry Mode**

C
<<

You can then place the breakout/fade order combination. The image on the left illustrates a Fade order pair combination.

		1146.00		
		1145.75		
		1145.50	5731	
		1145.25	753	
		1145.00	816	
		1144.75	904	
		1144.50	1250	
		1144.25	2008	1
751		1144.00		
1679		1143.75		
1490		1143.50		
1188		1143.25		
1191		1143.00		
6299		1142.75		
		1142.50		
		1142.25		

Modifying Entry And Scale Orders

To modify an order price, use the same mouse button used to place the original order and click on a new price in the same column the order currently resides. You can also modify order contract size by clicking on the size marker.

Left Click - Increments the order size

Middle Click - Decrements the order size

The order size is modified by the 'Size Adjust Value' which can be toggled via the right mouse click context menu.

Modifying Stop Loss And Profit Target Orders

Once a position has been established, the SW will display your entire position by color coding rows where your stop loss and profit target orders exist. The image to the right illustrates a position that has three targets (green shaded rows) and a *stop loss order (red colored row). The position's average entry price is highlighted by the brown colored price box. Each stop and target has an associated size marker (to the left of the 'BUY' column) displaying the number of contracts for each order.

**From a trader's perspective, there is only one stop loss however, in reality, the stop loss is made up of three separate stop orders in this example. Each profit target order is OCA paired with a stop loss order. Although there are three stop orders, NinjaTrader combines them into one red row for display purposes.*

		1147.00		
		1146.75		
		1146.50		
		1146.00		
		1145.50	1274	
		1145.25	889	
		1145.00	868	
		1144.75	1027	
		1144.50	835	38
1168		1144.25		
1373		1144.00		
2017		1143.75		
1054		1143.25		
6755		1143.00		

To modifying stop loss and profit target order prices click in the center 'Price' column. Clicking in the price column on the BID or above when long will adjust your profit target order prices, below the BID will adjust stop loss order prices. Clicking in the price column on the ASK or below when short will adjust your profit target order prices, above the ASK will adjust stop loss order prices.

Left Click - Modify either stop loss order or closest profit target

Middle Click - Modify second closest profit target order

Middle Click + CTRL Key - Modify third closest profit target order

Left Click + CTRL Key - Modify all profit target orders to the price that is clicked on

You can modify profit target order prices so that two or more orders rest at the same price. The SuperDOM will combine the order display in the same manner as it does for stop loss orders however, all three order remain active. In other words, profit target orders do not combine into one order. This allows you to preserve independent order FIFO advantage.

To modify stop loss or profit target order sizes click on the appropriate orders size marker.

Left Click - Increments the order size

Right Click - Decrements the order size

Since a position strategy has built in intelligence, there will be cases where you can not modify an order's size. For example, if you have three profit targets with a total position strategy size of three contracts (one contract per profit target order) you can't modify the profit target order sizes since there is no 'excess' contracts to move around. In the same scenario, if you had a total position strategy size of four contracts, you could move the fourth contract from one profit target to another.

Add/Remove Targets

At any time, you can add or remove a target from your position strategy via the right mouse click context menu.

Managing An Open/Pending Position Strategy

 Watch Video Tutorial: [Managing Positions](#)

Reverse - Closes the current position strategy and opens a new position strategy in the opposite direction. The new position strategy is created based on the current parameters set in the 'Position Strategy Parameter Tabs'.

Cancel - Cancels any pending Entry or Scale orders.

Close - Closes the current open position strategy.

In the image above right we have a LONG position of three contracts. Auto Trail (TR) and Auto Breakeven (BE) are currently enabled since they are highlighted in green. The label column are position strategy automation features. By clicking on them, you can enable or disable these features. It is important to note that the position size displayed is the size of the position strategy and not your total NET position. For most cases, this value will be the same however, there are times where you may have a total NET position of 5 contracts but only 3 are managed via a strategy.

TR - Enable/disable auto trail.

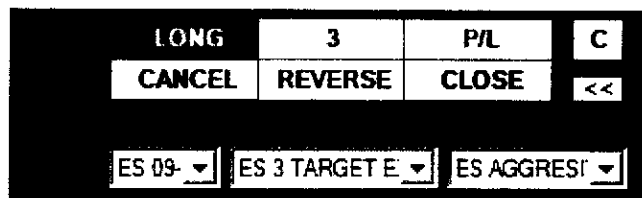
BE - Enable/disable auto breakeven.

SS - Enable/disable simulated stop loss and entry. When a position strategy is pending it will display 'SE' for simulated entry, when a position strategy is open it will display 'SS'.

CIT - Enable/disable auto chase. While a position strategy is pending, clicking this with your middle mouse button will change the auto chase type between Chase If Touched (CIT) or Chase (CH).

RT - Enable/disable auto reverse at target

RS - Enable/disable auto reverse at stop



The Info Button (Displaying Running Position Strategies)

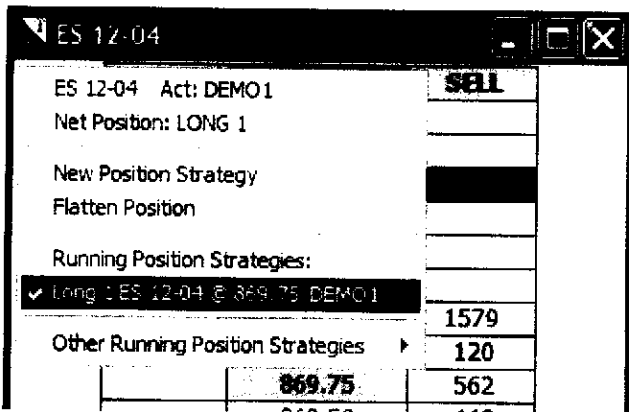
By clicking on the top middle button (which shows the account position) a menu will become available that provides position and position strategy management features. Different menu options will appear dependant on the current state of the SuperDOM, selected instrument and account.

The menu will show all running position strategies for the selected instrument/account combination as well as a sub menu for other running (different instrument/account combinations) position strategies. The currently displayed position strategy will have check mark in front of it. If you have multiple position strategies running, you can select any one of them to set it as the currently viewed position strategy in the SuperDOM. You can do the following from this menu -

New Position Strategy - Will reset the SuperDOM display to a state where it is ready for you to enter a new strategy (entry orders). The currently displayed position strategy will still be running in the back ground.

Flatten Position - This will cancel all open orders and remove an active position strategies and then send a market order to flatten the account/instrument combination.

Create Position Strategy - There may be situations where you have an open position but no position strategy to manage it. In these cases, you may want to create a position strategy to protect this position. Set all of the parameters (number of stops and targets and their respective values) and then select the this option.



Right Mouse Click Context Menu

Always On Top - Enable/disable the SD window to be on top of other windows

Cash P/L - Enable/disable display of cash vs point based profit/loss

Show Depth - Enable/disable market depth display

AutoCenter - Enable/disable automatic re-centering of last traded price once it trades outside the visible price range

Cancel All Orders - Will cancel all active orders system wide

Close All Position Strategies - Close all open position strategies and cancel any remaining associated orders

Flatten Everything - Closes all open position strategies, cancels any remaining associated orders and flattens an open positions that were not being managed by a strategy

Disable Time Stop - Enable/disable position time stop if one was used when initially enter a position strategy

Size Adjust Value - Changes the value used when modify contract sizes

StopLimit As Default - Entry and Scale orders will use this order type when clicking the middle mouse button

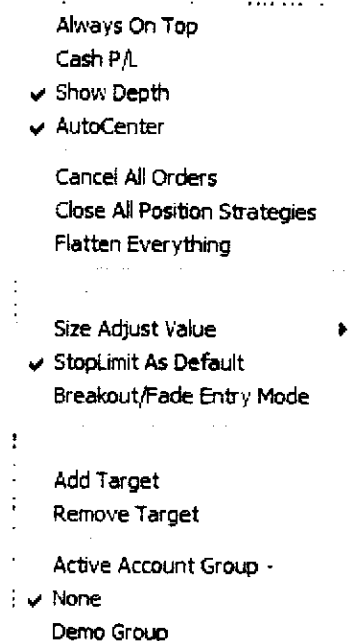
Breakout/Fade Entry Mode - Enable/disable breakout/fade entry mode for placing dual entry orders

Automated Trading - Enables/Disables display features for Automated Trading

Add Target - Adds a target limit order to an existing position strategy

Remove Target - Removes a target limit order from an existing position strategy

Active Account Group - This section of the menu will only display if user defined account groups exist



AL

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

Trading Technologies International, Inc.,)	
)	
Plaintiff,	)	Civil Action No. 05 C 2164
)	
v.	)	Judge William T. Hart
)	
Man Financial, Inc.)	
)	
Defendant.)	
)	

CONSENT JUDGMENT

As a result of settlement of this action by virtue of a confidential settlement agreement between the parties dated November 21, 2005 which shall become effective upon entry of this Consent Judgment and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") and Defendant, Man Financial, Inc. ("MAN"), judgment is hereby entered against MAN upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. TT commenced this action for patent infringement against MAN on April 13, 2005. This action alleges that MAN infringes U.S. Patent Nos. 6,766,304 ("304 patent") and 6,772,132 ("132 patent").

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

3. MAN does not contest that 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. MAN does not contest the validity or enforceability of any claims of the '304 and '132 patents. Accordingly, all claims of the '304 and '132 patents are valid and enforceable against MAN.

5. The case of *TT v. Patystems (NA) LLC et al.* ("Patsystems"), Civil Action No. 05 C 2984 (N.D. Ill., Judge Gettleman) was resolved on May 20, 2005 by the entry of a Consent Judgment finding that Patsystems infringed the '304 and '132 patents by making, using and selling software that incorporated a trading screen named "DOME". A copy of that Consent Judgment is attached as Exhibit 1 hereto. A screenshot of the infringing DOME product is attached as Exhibit A to that Consent Judgment. After July 20, 2004 (the issue date of the '304 patent) and prior to the commencement of this lawsuit, MAN provided to its clients electronic trading software made by Patsystems that incorporated the DOME trading screen that was the subject of the May 20, 2005 Consent Judgment. MAN does not contest the finding of infringement against Patsystems made in the Consent Judgment attached as Exhibit A. TT does not now contend that the infringement was willful or deliberate. Accordingly, the parties stipulate that MAN 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 DOME trading screen from Patsystems, but that MAN's infringement was not willful or deliberate.

6. Defendant MAN, 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 through 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 (and substantially similar products) including, without limitation, for use in electronically trading any item (e.g., futures, options, equities, fixed-income products, etc.).

7. Any claims of infringement that TT has against MAN based on MAN's use and/or distribution of electronic trading software provided by other third parties prior to entry of this judgment are dismissed without prejudice. The parties have addressed this issue in the Settlement Agreement by MAN agreeing not to infringe the '304 and '132 patents and by TT releasing MAN for all past damages relating to any past infringement. TT is not waiving the right to assert the '304 and/or '132 patents against MAN based on MAN's use and/or distribution of such third party software in the future. MAN is not waiving any rights to assert that such third party software does not infringe the '304 and/or '132 patents if TT makes such an assertion of infringement in the future.

8. TT waives its rights to damages from MAN arising from the 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.

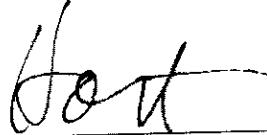
9. This Court shall retain jurisdiction over this case for purposes of enforcing the Consent Judgment.

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

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

SO ORDERED

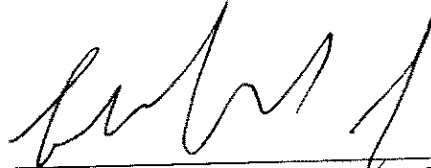
Dated: 11/30/2005



United States District Court Judge

AGREED TO:

Dated: 11/30/05



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

Dated: 11/30/05



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Attorneys for Defendant
MAN FINANCIAL, INC.

EXHIBIT 1

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

Trading Technologies International, Inc.,)	
	)	Civil Action No. 05 C 2984
Plaintiff,)	
	)	Judge Gettleman
v.)	
	)	Magistrate Judge Mason
Patsystems (NA) LLC, and Patsystems PLC,)	
)	
Defendants.)	

CONSENT JUDGMENT

As a result of settlement of this action by virtue of a confidential settlement agreement between the parties dated May 19, 2005 which shall become effective upon entry of this Consent Judgment and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") and Defendants, Patsystems (NA) LLC and Patsystems PLC (collectively "PATS"), judgment is hereby entered against PATS upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. TT commenced this action for patent infringement against PATS on May 19, 2005. This action alleges that PATS infringes U.S. Patent Nos. 6,766,304 ("304 patent") and 6,772,132 ("132 patent"). PATS 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. PATS has infringed the '304 and '132 patents under 35 U.S.C. Section 171 by making, using, selling, offering for sale, importing, and/or otherwise distributing electronic trading software incorporating the DOME screen, which presently includes versions of PATS' "J-Trader" and "H-Trader" products, a screenshot of which is included in Exhibit A.
6. Defendant PATS, 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 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 PATS 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. Notwithstanding the terms of this Consent Judgment, PATS expressly reserves the right to contest infringement if the PATS software is modified so as to not infringe

the patents-in-suit. In the event that PATS contests infringement based on PATS software that is modified, TT reserves the right to assert any and all claims against PATS including without limitation a claim of contempt of court based on a violation of this Consent Judgment in the event that the Court finds there is no colorable difference between the modified PATS software and the software that is the subject of this Consent Judgment.

9. 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.

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

SO ORDERED

Dated: May 20, 2005



Robert W. Gettleman
United States District Court Judge

AGREED TO:

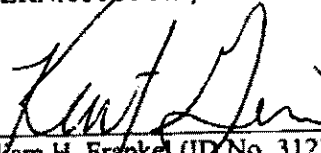
Dated: 5/20/05



Paul H. Berghoff (ID No. 6180462)
Leif R. Sigmond, Jr. (ID No. 6204980)
Matthew J. Sampson (ID No. 6207606)
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INTERNATIONAL, INC.**

Dated: 5/20/2005



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**Attorneys for Defendants
PATSYSTEMS (NA) LLC and
PATSYSTEMS PLC**

EXHIBIT A

MS Word 2003 interface showing a document titled "QS2.B.3 - Microsoft Word". The document content includes instructions for using the DOME (Depth Of Market Execution) feature. The text is as follows:

DOME (Depth Of Market Execution)

You can have many DOME screens open at the same time.

To launch the DOME (shown on the right) highlight a Contract Month and click the DOME button.

The DOME shows the current price range for this contract date. The blue price is the current best bid, the red price is the current best offer.

The last traded price is shown in bold (or bold blue / red if it is the same as the bid / offer). The green figure shows the number of lots last traded.

The figures in the blue (and pink) columns represent the total lot size of all available bids (and offers).

The white bid and offer columns show the Working and part Filled orders for your trader account. If you change the Account field, you will see the working and part filled orders for that Account.

In this example, trader account 'Albert' has a 45 lot order at the offer price. 30 lots have been filled and 15 are still working, shown by the W15 and F30 in the white offer column. The green Last Traded figure also shows the 30 lot fill.

Before placing orders, make sure the Lot size is correct.

If you want to flatten your position with a single trade, tick the Flatten checkbox to set the lot size to the absolute value of the Net position.

The screenshot shows a DOME window for "Life \EURBOR \DEC02". The window displays a table of bids and offers, with a "Net: 30" value. The table includes columns for Bid, Offer, and Lot size. A callout box points to the "W10" (Working) and "F30" (Filled) values in the offer column, indicating a total of 40 lots. Another callout box points to the "50" value in the bid column, indicating the total lot size of all available bids. The account name "ALBERT" is visible in the bottom left corner of the window.

Page 6 Sec 1 6/13 English (U.S.)

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

Trading Technologies International, Inc.,)	
)	
Plaintiff,	)	Civil Action No. 05 C 2984
)	
v.	)	Judge Gettleman
)	
Patsystems (NA) LLC, and Patsystems PLC,	)	Magistrate Judge Mason
)	
Defendants.)	
)	

CONSENT JUDGMENT

As a result of settlement of this action by virtue of a confidential settlement agreement between the parties dated May 19, 2005 which shall become effective upon entry of this Consent Judgment and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") and Defendants, Patsystems (NA) LLC and Patsystems PLC (collectively "PATS"), judgment is hereby entered against PATS upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. TT commenced this action for patent infringement against PATS on May 19, 2005. This action alleges that PATS infringes U.S. Patent Nos. 6,766,304 ("304 patent") and 6,772,132 ("132 patent"). PATS 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. PATS has infringed the '304 and '132 patents under 35 U.S.C. Section 171 by making, using, selling, offering for sale, importing, and/or otherwise distributing electronic trading software incorporating the DOME screen, which presently includes versions of PATS' "J-Trader" and "H-Trader" products, a screenshot of which is included in Exhibit A.
6. Defendant PATS, 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 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 PATS 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. Notwithstanding the terms of this Consent Judgment, PATS expressly reserves the right to contest infringement if the PATS software is modified so as to not infringe

the patents-in-suit. In the event that PATS contests infringement based on PATS software that is modified, TT reserves the right to assert any and all claims against PATS including without limitation a claim of contempt of court based on a violation of this Consent Judgment in the event that the Court finds there is no colorable difference between the modified PATS software and the software that is the subject of this Consent Judgment.

9. 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.

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

SO ORDERED

Dated: May 20, 2005



Robert W. Gettleman
United States District Court Judge

AGREED TO:

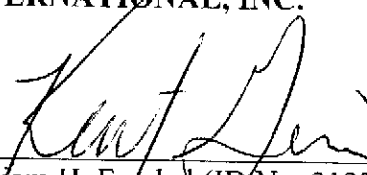
Dated: 5/20/05



Paul H. Berghoff (ID No. 6180462)
Leif R. Sigmond, Jr. (ID No. 6204980)
Matthew J. Sampson (ID No. 6207606)
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TRADING TECHNOLOGIES
INTERNATIONAL, INC.**

Dated: 5/20/2005



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**Attorneys for Defendants
PATSYSTEMS (NA) LLC and
PATSYSTEMS PLC**

EXHIBIT A

DOMES
 (Depth Of Market Execution)

You can have many DOMES screens open at the same time.

To scroll the price list up or down, click the arrow button above or below

To show a greater range of prices, increase the size of the DOMES window by clicking on the upper or lower edge

To launch the DOME (shown on the right) highlight a Contract Month and click the DOME button.

The DOME shows the current price range for this contract date. The blue price is the current best bid, the pink price is the current best offer.

The last traded price is shown in **bold** (or **bold blue** / **bold pink** if it is the same as the bid / offer). The **W10** figure shows the number of lots last traded

The figures in the blue (and pink) columns represent the total lot size of all available bids (and offers).

The white bid and offer columns show the Working and part Filled orders for your trader account. If you change the Account field, you will see the working and part filled orders for that Account.

In this example, trader account 'Albert' has a 45 lot order at the offer price 30 lots have been filled and 15 are still working, shown by the W15 and F30 in the white offer column. The green Last Traded figure also shows the 30 lot fill.

Before placing orders, make sure the Lot size is correct

If you want to flatten your position with a single trade, tick the **Flatten** checkbox to set the lot size to the absolute value of the **Net** position

DOME - Life / EURIBOR
 Life / EURIBOR / DEC02
 Total Traded Volume: 804
 Flatten Lots: 45

Bid	Offer
96.935	10
96.930	
96.925	
96.920	
96.915	
96.910	
96.905	
96.900	15
96.895	
96.890	
96.885	
96.880	
96.875	
96.870	95
96.865	
96.860	
96.855	
96.850	
96.845	
96.840	
96.835	
96.830	
96.825	

Net: 30

Go to Bid Go to Last Go to Offer

Flatten

Bids: Offers:

Account: ALBERT

W10: Ten lot Working order in account 'Albert'

F30: total lots available at this price at the exchange

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Trading Technologies International, Inc.,)	
)	
Plaintiff,	)	Civil Action No. 05 c 4120
)	
v.	)	Judge Gottschall
)	
GL Consultants, Inc., GL Trade S.A.,	)	Magistrate Judge Ashman
Nyfix, Inc. and Nyfix Overseas, Inc.)	
)	
Defendants.)	

CONSENT JUDGMENT

As a result of settlement of this action by virtue of a confidential settlement agreement between the parties dated December 6, 2005 which shall become effective upon entry of this Consent Judgment and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") and Defendants, Nyfix, Inc. and Nyfix Overseas, Inc. (collectively, "NYFIX"), judgment is hereby entered against NYFIX upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. TT commenced this action for patent infringement against NYFIX on July 18, 2005. This action alleges that NYFIX infringes U.S. Patent Nos. 6,766,304 ("304 patent") and 6,772,132 ("132 patent") NYFIX 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. NYFIX 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 called Derivatives Depth Order Entry Window, a screenshot and documentation of which is attached as Exhibit 1.

6. Defendant NYFIX, its officers, directors, partners, members, affiliates, subsidiaries, assigns, and successors-in-interest are hereby permanently enjoined 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 (and substantially similar products) 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 NYFIX 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

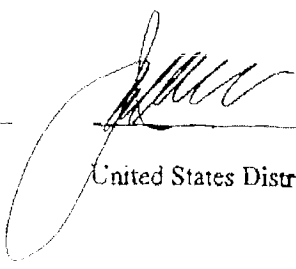
8 This Court shall retain jurisdiction over this case for purposes of enforcing the Consent Judgment and the confidential Settlement Agreement between the parties pursuant to which the Consent Judgment is filed.

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.

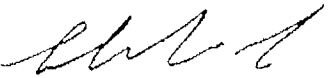
SO ORDERED

Dated: 12-7-05


United States District Court Judge

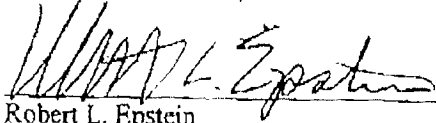
AGREED TO:

Dated: December 6, 2005


Leif R. Sigmond, Jr. (ID No. 6204980)
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Attorneys for Plaintiff
TRADING TECHNOLOGIES
INTERNATIONAL, INC.

Dated: December 6, 2005


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Attorneys for Defendants
NYFIX, INC. AND NYFIX OVERSEAS, INC.

EXHIBIT 1

NYFIX Depth Order Entry Window (Old Version)

DOE - LIFFE EURIBOR F SEP 2005(U) STD

Centre Detail PA Today's Net Position Flatten Preferences

Agg BVal	BVal	Price	AVol	Agg AVol	My Volume
		98.335			
		98.33			
		98.325			
		98.32			
		98.315			
		98.31			
		98.305			
		98.30			
		98.295			
		98.29			
		98.285			
		98.28			
1287	1287	98.275			
		98.27			
		98.265			
		98.26			
		98.255			
		98.25			
		98.245			
		98.24			
		98.235			
		98.23			
		98.225			
		98.22			
		98.215			

Account: Ross(RM1) LMT MKT FOK

1 5 10 20 25 50 100 Default Vol

The price ladder displayed in the yellow vertical bar is a static price ladder. Clicking the "Centre" button aligns the static ladder by centring around the current best bid value. As the Best bid offer prices change the ladder remains static however the best bid and ask quantities move up and down relative to the yellow price column. Clicking on a cell in the blue part of the grid will Buy an order for the default volume at the price in line with the cell selected. Clicking on the red side of the grid will sell an order for the default volume at the selected price.

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.

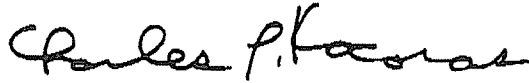
16. This Court shall retain jurisdiction over this case for purposes of enforcing this Consent Judgment and the confidential Settlement Agreements between TT and TradeMaven and TT and PFG pursuant to which the Consent Judgment is filed.

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
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Matthew J. Sampson (ID No. 6207606)
Jennifer M. Kurcz (ID No. 6279893)
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TRADING TECHNOLOGIES
INTERNATIONAL, INC.

Dated: March 20, 2006

s/ Phillip M. Pippenger

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**Attorneys for Defendants
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TRADEMAVEN LLC.**

Dated: March 21, 2006

s/ Rebecca J. Wing

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**Attorneys for Defendant/Counter-Plaintiff,
PEREGRINE FINANCIAL GROUP, INC.**

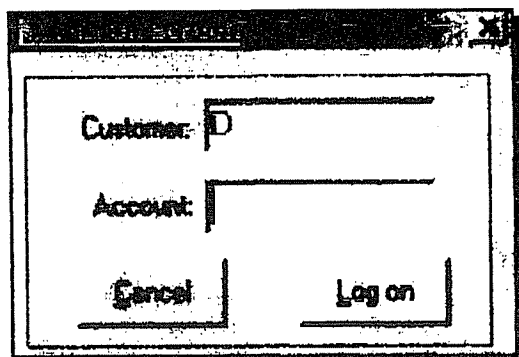
EXHIBIT 1

WHAT IS BEST DIRECT?

BEST Direct is an online order entry system designed for futures and options traders. It can be directly downloaded onto your personal computer with user-friendly, mouse-click navigation and is easily integrated into most charting packages. To assure uninterrupted trading, the system is connected to exchange servers as well as multiple trading platform servers and maintains multiple Internet connections. Here's how it works...

LOGGING ON TO BEST DIRECT

There are two ways to start BEST Direct: 1) go to Start, Programs and locate BEST Online Trading. Select Trade, and the BEST Direct Log On screen will appear; 2) double click on the "Trade" icon on your desktop, and the BEST Direct Log On screen will appear.



Enter your five-digit account number and left click on "Log On" to start the BEST Direct online trading system. When the system starts, you will see in the lower right hand corner a red button that says, "Not Connected." It is at this time you may connect to the Internet if you have not.

Once your Internet connection is established, click on the red, "Not Connected" button, and it will then turn into a green "Submit" button. (If you have a simulated account, you will see a green "Demo" button.) This confirms your connection to the BEST Direct trade desk. If at any time during

the trading day you see this button turn red, you have lost your connection to BEST Direct and will have to re-establish your connection.

PLACING FUTURES ORDERS THROUGH THE BEST DIRECT ORDER ENTRY WINDOW

The BEST Direct order entry window is set up so that all you have to do to trade is simply point and click. In the market selection area of the window, simply select the commodity, quantity, year and month and whether you want to buy or sell. Then click on "Submit" to place the order.

Every order will default to a market order unless you specify a type of order, such as a stop, limit, MIT (market-if-touched), SCO (stop-close-only) or MOC (market-on-close). Should you need to place one of these specific orders, just click on the small arrow to the right of order spec (order type) and scroll to the type of order you wish to place.

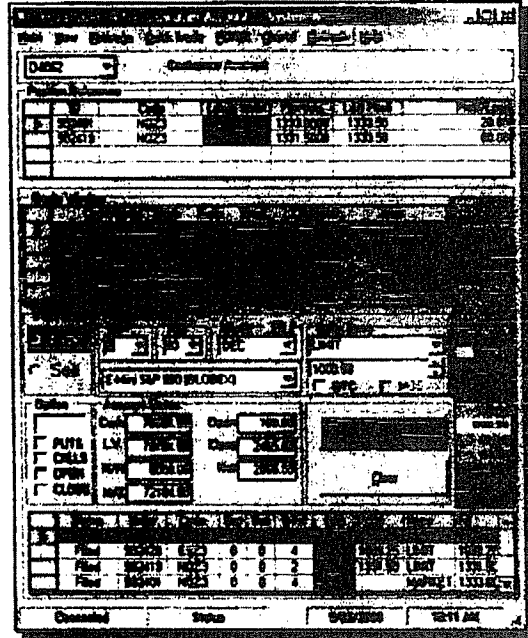
So that you can quickly choose a price for a stop, limit or MIT order, we have provided a price ladder that runs vertically along the right side of the ticket window. This ladder contains delayed or real-time quotes, depending on the commodity, with the most current quote highlighted in the center.

Above and below the most current price, other prices are listed sequentially. If you see the price that you want in the price ladder, left click on that price, and you will see it appear in the field below order spec. If the price that you want is not within the range of the price ladder, you can do one of two things: 1) click in the price field, delete the contents of the window and then type in your desired price; or 2) click in the price field and use the up/down arrows to scroll to your desired price.

PLACING OPTION ORDERS

In the lower left hand corner of the BEST Direct order entry window, you will notice that there is a place to enter basic option orders. To place an option order, simply specify the quantity, year, month and the commodity. Then specify the strike price, whether it is a put or call and whether it is an open or close. The option order will automatically set the BEST Direct window to execute as a market order. If you wish to place the order as a stop or limit, just click on the small arrow to the right of order spec and scroll to the type of order you wish to place and then enter the price as previously explained.

Note: If it is your intention to place a more complex option order, such as a spread, strangle or straddle, you must place this order over the phone with the BEST Direct trade desk. Please contact us at (800) 648-6597, (312) 775-3030 or (800) 759-0062.



DETERMINING YOUR POSITION

The Position Reference screen, located at the top of the BEST Direct order entry window, allows you to track all of your open positions, as well as your open position Profit/Loss. As your orders get filled, the Position Reference screen will automatically update. You will be able to see your net position (long or short) for each commodity that you have traded. If you right-click in the Position Reference screen, four selections will appear: Load Ticket, Show Net Position, Load Closing Net Positions for..., and Recalculate.

Order ID	Code	Quantity	Buy Price	Sell Price	Profit/Loss
879803	E523	1014.0000	1621.75		367.50
879805	E523	1014.0000	1621.75		375.00

Choosing "Load Ticket" will set up a ticket with an order to offset the position you've just selected. For example, assume you are long 4 December E-mini S&P 500. If

you select the position shown in the Position Reference window (Order ID 879803), right-click, and select Load Ticket, you will set up a trade ticket to offset the position selected. In the example shown, the Load Ticket function would load a ticket to sell 2 December E-Mini S&P 500 contracts. Selecting "Show Net Position" will bring up a window with a summary of your open positions, including quantity and average price. Choosing "Load Closing Net Position for..." will set up a ticket with an order to offset all of the positions of the particular commodity you've just selected.

Note: The Position Reference screen is only to be used as a reference, not a statement. It is your responsibility to always be aware of your own positions. To calculate your position, use the following formula:

$$\frac{\text{Total Sum of Purchase/Sale Price}}{\text{Total Number of Contracts per Commodity}} = \text{Net Position}$$

BEST Direct cannot be held liable for any inconsistencies between your actual position and the position shown on the Position Reference screen. If at any time during the trading day you feel that the Position Reference screen does not reflect your current position, please contact the order desk at (800) 648-6597, (800) 759-0062 or (312) 775-3030.

VIEWING ORDER STATUS • CANCELING ORDERS

VIEWING THE STATUS OF YOUR ORDERS

You can view the status of your orders through the Order Status screen or the Order Management window. The Order Status screen, shown below, is located at the bottom of the BEST Direct order entry window. From this screen, you can view the status of all of your orders placed throughout the day, whether working, filled, rejected or canceled.

Order ID	Status	Price
673791	MARKET	1369.50

This screen will also give you confirmation that the BEST Direct trade desk has received your trade. Upon placing an order, you will see your order appear in the Order Status screen. When your order is con-

firmed at the BEST Direct trade desk, the Order Status screen will display that trade as a green Working order. A Working Order is any order in the market that is not yet filled. Once your Working Order is filled, the Order Status screen will then display that trade as a white Filled order, confirming that your order has been executed. A Filled Order can either initiate a new position or close out an existing position.

To see a more detailed status of your trades, you can access the Order Management screen by clicking on the "View" heading of the BEST Direct order entry window. The Order Management screen is a larger version of the status screen located at the bottom of the BEST Direct order entry window. You can also print the Order Management screen or export data for your records.

CANCELING ORDERS

From the Order Status screen or from the Order Management window, you can straight cancel or cancel/replace orders. Here's how it works:

Straight Cancel

To straight cancel a green Working order, select the order you want to cancel, and right click on it, either in the Order Management window or in the Order Status screen at the bottom of the BEST Direct window. You will then see a drop-down menu appear with the "Cancel Trade" option and "Cancel/Replace Trade" option. Select "Cancel Trade," and a confirmation screen will appear asking if you are certain you want to cancel the trade. Once you have confirmed that you wish to cancel the trade, a cancel request for that particular order will then be sent. The status of the order will turn from a green Working order to a purple CXL/Pending order. Once the cancel has been accepted, your order will then turn to a red Canceled order.

Order ID	Status	Price	Order Type
673791	MARKET	1191.5	MARKET
673792	MARKET	948	MARKET
673793	MARKET	948	MARKET
673794	MARKET	1198	MARKET
673795	MARKET	928.5	MARKET
673796	LIMIT	938	LIMIT
673797	STOP	940	STOP
673798	MARKET	944.75	MARKET

OBTAINING QUOTES • USING THE BEST DIRECT TOOLBAR

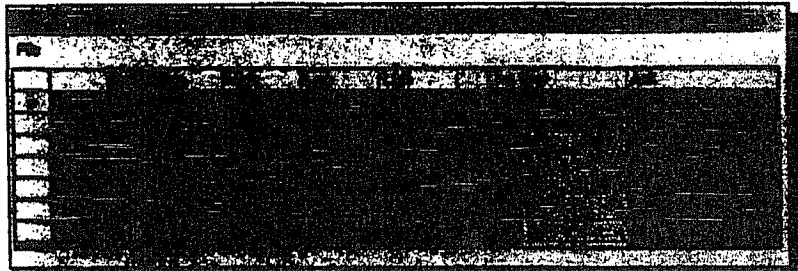
Cancel/Replace

To cancel/replace an order, select the green Working order that you wish to modify. Left click next to the green Working order, either in the Order Management window or in the Order Status screen at the bottom of the BEST Direct window. Once you have selected the order, right click on your mouse. You will then see a drop-down menu to either "Cancel Trade" or "Cancel/Replace Trade." Select "Cancel/Replace Trade," and a Cancel/Replace Trade window with your original order will appear. From here you have the option to change the price and/or quantity. Once you are satisfied with your changes, click the "Submit" button on the Cancel/Replace Trade screen. After submitting your request, go to the main BEST Direct window. You will then be able to see your previous order drop to the bottom of the screen as a red Canceled order and your new order as a green Working order.

Note: You cannot cancel or cancel/replace a filled order or a market order. Even if you cancel or cancel/replace a working order, it does not guarantee that you will not be filled on your original order. Just because your order turns red on your side does not mean your cancel has been confirmed. In the event that you are too late to cancel an order, you will be notified by message. At this time, you will also see your red "Canceled" order turn back in to a green "Working" order. You will then be instructed to await your fill.

OBTAINING QUOTES

Two quote options are available with BEST Direct—flash quotes and real-time quotes. Which you receive depends on the commodity you are viewing. Real-time streaming quotes are available for Globex products and single stock futures. For other commodities, flash quotes are available based on exchange-based delays. To update a price that is available on a delayed basis, click the FQ button above the contract month in the Market Selection window.



For those products that are available on a real-time basis, streaming quotes are available with top of market bid and ask in the trade ticket window. Depth of market is also available through the Quick Trade drop-down menu.

USING THE BEST DIRECT TOOLBAR

At the top of the BEST Direct order entry window, you'll notice a toolbar that lists the following: Main, View, Message, Quick Trade, FOREX, Charts, Refresh, and Help. After clicking on one of these options, a drop-down menu will appear, giving you more functions from which to choose. We have listed each drop down menu function beneath each tool bar option. Under each drop-down function, we have explained how these particular functions work, or we have listed more items and explained how those items work. As you have probably guessed, there's a lot to learn, so let's get started!

Note: BEST Direct cannot be found liable for validity, or the accuracy of the quotes taken from the Flash Quote option. You, the trader, are responsible for supplying your own real-time data. BEST Direct is not a data vendor.

MAIN

Logout

By selecting "Logout," BEST Direct will disconnect you from the system. To log back on to the BEST Direct system, just left click on the red "Not Connected" button or select "Log On" (F12) from Main.

Options

Show Fill Ticket - When this option is checked, a fill ticket will appear when your order is filled. If you do not wish to see this fill ticket, left click on that option to remove the check mark, and the fill ticket will no longer appear.

Show Multiple Accounts - If you have more than one online account with BEST Direct, this option will give you the ability to view *both* accounts without closing the program. Additional accounts can be viewed by clicking on the drop-down menu left of the account name.

Show Account Status - When you remove this option, you will be able to see the trade that you would be placing in the event that you were to left click on the "Submit" button. If you look at the Account Status screen you will see your current account status, which will show your cash account balance, liquidating value, margin requirement, margin excess, open, close and net profit and loss. You can update this function by clicking on "Refresh" on the BEST Direct toolbar and then left clicking on the "Recalculate Commodity" option.

Add Account - This enables you to add accounts so that you can access multiple accounts with one logon to BEST Direct. Then you can simply change accounts through the Account Window on the top left of your trade ticket.

Edit Commodity List - By selecting this option, you can adjust the commodities available in your drop-down menu. Once you have selected the commodities you wish to view, choose save and exit.

Real-time Quotes - When you select "Real-time Quotes," another drop-down menu will appear, giving two options: 1) PFG MDS streaming quotes for GLOBEX or single stock futures; 2) "None," which will give you the Flash Quote (not real-time.)

Http Refresh Option - *Do not* change this setting unless advised by technical support or customer service representatives.

Setup - *Do not* change any of the settings unless advised by technical support or customer service representatives.

Update Program

Do not change any of the settings unless advised by the technical support or customer service representatives.

Exit

Choosing this selection will close the program. When you left click on "Exit," a confirmation message will appear stating the status of all your orders. The system will verify that you want to close the program, and it will then close properly for you.

VIEW

Order Management

By selecting this option, as discussed previously, the Order Management window will show you the status of all of your orders. The Order Status screen that you see at the bottom of the BEST Direct order entry window basically is a condensed version of the Order Management window.

Reports

Customer Page - Selecting this option allows you to view the PFG website without having to open another browser. When viewing the website, you will find quotes and charts, contract specifications, market reports and any announcements regarding PFG or BEST Direct.

Profit/Loss Intraday Report - Selecting this option allows you to see many of your account statistics through your web browser. The P/L Intraday report will help you track your positions, as well as show your profits and losses on all of your trades for that day, excluding commissions. For example, let's say that you bought 1 ESZ3 (Dec 03 E-Mini S&P 500 contract) at 1021.00 and then sold 1 ESZ3 at 1024.00. The P/L report would show that you made a profit of \$150.00 on that particular trade (one point is worth \$50.00). The P/L report also provides you with a print option so that you can print a copy of your daily trading activity. It is important that you *do* print a copy of your P/L report at the end of the trading day so that you have a record of your daily activity. Furthermore, by retaining a record of your P/L report, you can do your own checkout the next day to make sure that all of your trades match what you have in your records. The best way to do your own checkout is to check your trades on the previous day's P/L report against the trades that you see on your Previous Activity report. The Previous Activity report is what has actually cleared in your account. If something does not look right, it is important that you call your broker or the BEST Direct trade desk immediately.

Within the Profit/Loss report intraday web pages, there are additional pages that can be used as tools: Account Status, Today's Activity, Open Positions, P/L Trade Summary, View All Trades and Previous Activity.

Parked Orders

This window allows you to load several trades that you can send into the market with one click.

Web Quotes/Charts

This selection takes you to a page on the PFG web site that provides delayed quotes and charts provided by FutureSource.

BEST Chart

This lets you view real-time streaming charts for E-mini S&P 500, E-mini Nasdaq, and mini-Dow futures.

View Quote Window

This enables you to view an expanded quote window that you can resize according to your needs.

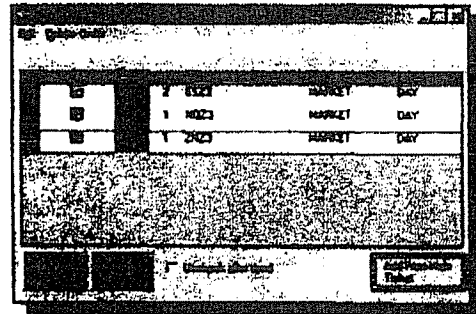
Always on Top

Clicking this selection will ensure that the BEST Direct Trade Ticket window is visible on top of other programs you might have running.

Components

Sign-up for a Test Account - This enables you to sign up for a simulated trading account direct from BEST Direct.

PFG MDS Setup - You will only use this component if directed by a customer service representative.



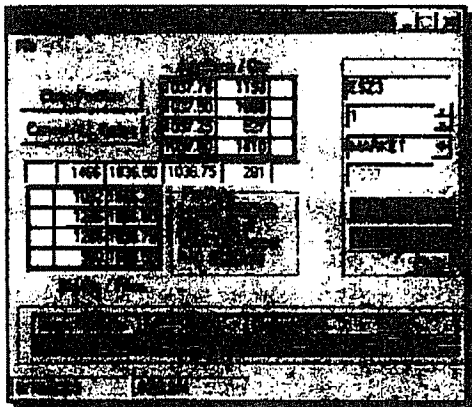
MESSAGE

Clicking on this option will direct you to the PFG website, where you click on an icon to send an e-mail to customer service.

QUICK TRADE

The next function you will find at the top of the BEST Direct Window is Quick Trade (QT). The QT program was designed for day-traders who mainly focus on one given market. The QT program performs all of the same functions as the main order entry screen, with the exception of a few additional features that we have added to enhance QT's performance. The QT window does not show an Order Status screen. Therefore, you may pull up a separate Order Management window by clicking "File" in the top left corner of the QT window and choosing Order Management. This Order Management screen may be sized to the length and width you desire.

Entering an order on the QT system is very simple. First, on the main BEST Direct order entry window, specify the commodity, month and year in the market selection area of the window. After that information is specified, left click on "Quick Trade" on the toolbar. When the QT window pops up, you will see the quantity, order type, price and buy/sell buttons below the commodity code. Enter the desired information. The QT window automatically opens up as a market order. If you wish to place a stop or limit order, click on the drop-down menu and left click on one of those types of orders. Once the order type is selected, up and down arrows will appear on the right side of the price box. Click on the arrows to the right of the price to raise or lower the price. If you do not wish to scroll through the prices, you can delete the price that is in the price section and type in the desired price. When you have found the desired price or entered the desired price, left click on "Buy" or "Sell" to submit the order. A ticket confirmation screen will appear at the bottom of the QT window. Click on "Yes" to place that order or "No" to re-enter trade information.



Two additional features that appear on the QT window that are not available on the main window are "Close Position" and "Cancel ALL Orders." By clicking on "Close Position," any open positions which you have in the commodity selected on the QT window will close. By clicking on "Cancel ALL Orders," any working orders which you have in the commodity selected in the QT window will be canceled.

The QT window also gives you depth of market for GLOBEX contracts and single stock futures. This depth of market feature will show the current bid and offer and the quantity at those prices. It will also show the four prices in the book above and below the current bid and offer along with the quantities at those prices. This depth of market feature also gives the user a second option for placing stop and limit orders. To place a stop or limit order through the depth of market, simply left click on a price in the book and then right click. Once you have right clicked, a menu will appear giving you the option to place a stop or limit order. At the bottom of the QT window you will see a bar that will provide the open, high, low, last, bid and ask for the contract selected.

QUICK TRADE CONT'D.

File

File is located in the top left corner of the QT window and offers several other functions that can be used with QT.

Always On Top - This is the first feature under File. By clicking on "Always On Top," you keep the QT window on top of any other programs or windows you have open at the time.

Main Ticket - Clicking on this feature will return you to the main order entry screen and minimize the QT window.

Order Management - This Order Management window is the same as the Order Status screen at the bottom of the main order entry window with several additional features. First, you can size this window to make it as large or as small as you want. You also have the ability to print this window. *(It is strongly recommended that you print this window each day when you have finished trading.)* Finally, the Order Management window gives you the ability to export data from BEST Direct to save on your computer. Each of these features can be accessed by clicking on "Main" at the top of the Order Management window.

Message - This sends you to the Customer Service web page, where you can send an e-mail to the BEST Direct Customer Service team.

Confirmation - This refers to the confirmation message, which appears when you place a trade verifying that the order being placed is correct. From the first time you open File, this feature will be checked, and you will receive a confirmation message with every order placed, which is strongly recommended to avoid errors. However, in the Quick Trade window you have the option to bypass this confirmation message by removing the check mark confirmation in the file menu. **REMEMBER, if this feature is not checked and you click "Buy" or "Sell," the order will go directly into that market.**

Exit - Selecting "Exit" will simply close the QT window.

FOREX

View Forex Quotes

This feature opens up a new window that displays various forex rates from the cash market.

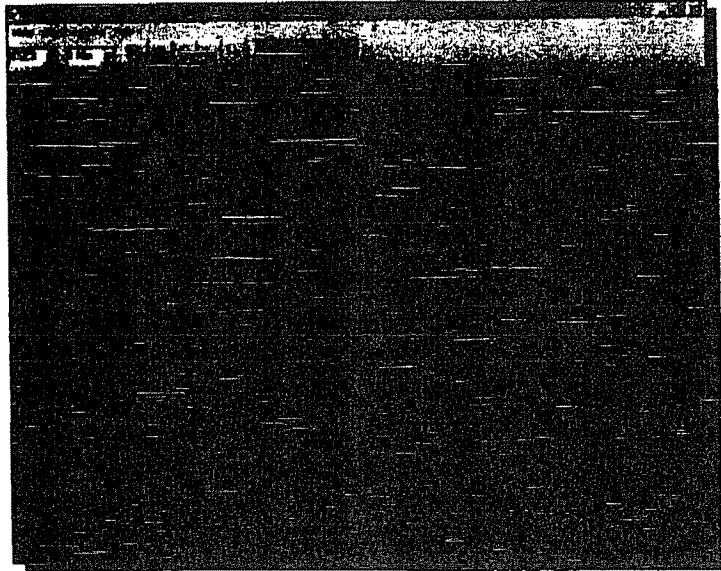
Forex Direct

Forex Direct is a comprehensive real-time platform offering 24-hour dealing with charts, news, and account summaries. For BEST Direct customers who trade the cash forex markets, this function can automatically open up the Forex Direct platform.

	High	Low	Last	Bid	Ask
AUD/USD	6800	6760	6779	6777	6781
GBP/USD	1.6565	1.6453	1.6524	1.6522	1.6526
EUR/USD	1.1525	1.1448	1.1484	1.1482	1.1486
USD/CAD					
USD/JPY	112.34	110.95	111.75	111.73	111.77
USD/CHF	1.3560	1.3468	1.3545	1.3542	1.3547

CHARTS

Streaming real-time charts are available for E-Mini S&P 500, E-Mini Nasdaq, and Mini sized Dow futures. Charts currently include 1-, 5-, 10-, 15-, 30-, and 60-minute intervals. Candlestick charts are also available.



REFRESH

Refresh All

This option should be used before giving the order desk a call about a problem with a trade. Refresh All will update all the information on the ticket to the most current. This includes updating both Order Status at the bottom of the main ticket and account status area.

Recalculate Commodity

Recalculate Commodity is similar to Refresh All, but deals specifically with Position Reference. Enter the commodity code to recalculate the commodity. Recalculate Commodity will update Position Reference to the most current information.

HELP

Help

Clicking on help takes you to an online tutorial that gives additional details about all BEST Direct features.

About

Clicking on About will bring up a window that displays contact information for the trade desk and the customer service department. This window also displays your Access Key Information and the version number of BEST Direct that you are working on.

Note: Make sure to left click on Refresh All before calling the order desk so that you have the current status of information to better help them when you call.



Financial Group, Inc.

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www.pfgbest.com • 312.775.3000 • 800.333.5673 • PFG BEST DIRECT

The BEST Direct Fast version 3.x Trade Window functions as follows:

The product may include a trade window or a trade chart or both.

The Trade Window includes a price column, a bid quantity column, an ask quantity column, a bid working order column and an ask working order column. The best ask price is continuously displayed in the center of the range of prices being displayed (*i.e.*, the center cell of the price column) and when the best ask price changes, the price displayed in the center cell is immediately changed to reflect the new best ask price and the prices displayed in the other cells are also correspondingly immediately changed to reflect the change to the displayed range of prices. In addition, the cells of the bid and ask quantity columns and the bid and ask working order columns are also immediately adjusted so that the bid and ask quantities remain aligned with the appropriate corresponding price and the cells of the working order columns also remain aligned with the appropriate corresponding price. For purposes of this description, this functionality is referred to as the "View Mode."

If the mouse cursor is moved into any part of the quantity columns or the working order columns, the screen enters an "Order Entry Mode" and the quantity columns immediately stop displaying any quantities. The price levels do not change positions in response to changes in the inside market and the last traded price is highlighted. This highlight of the last traded price can change in response to a change in the last traded price while the mouse cursor is in either the quantity columns or the working order columns. A user can enter an order by clicking in either the bid quantity or ask quantity column. The trade window may allow the amending of working orders by clicking or dragging and dropping within the working order column (canceling an order requires a separate entry in the cancel column). When the cursor is moved outside of the quantity columns or the working order columns, the screen immediately leaves the Order Entry mode and the price ladder becomes centered so that the best ask price is displayed in the center cell as described above with respect to the View Mode. When the screen is in the Order Entry Mode, the screen never displays any data in the bid and/or ask quantity columns and never displays any indicator associated with orders to buy or sell relative to the price column (other than working orders).

The trade window does not provide any functionality that allows a user to cause any cells in the screen to be highlighted or distinguished based on a formula or otherwise, in response to a change in the market, where the highlight or distinction is related to the best bid and/or best ask price or bid or ask quantities at a particular price (except as described above) while the screen is in the Order Entry Mode.

The trade chart includes a two-dimensional display of price versus time. The vertical axis shows price increments that do not change positions in response to a change in the inside market. The last traded price may be shown separately on the vertical axis. New orders for pre-selected quantities are placed by clicking the mouse within the chart display while the pointer is located

above or below the last traded price. A working order may be indicated by a horizontal line at the associated price coupled with a numeric display of the quantity associated with the order.

The trade chart may allow the amending or canceling of working orders by clicking at a point along the horizontal line or by dragging and dropping the line to a new price level. There is no display of quantities at any time in the trade chart. The trade chart never displays any indicator associated with orders to buy or sell relative to the vertical axis (other than working orders). For example, the trade chart does not provide any functionality that allows a user to cause any portion of the chart to be highlighted or distinguished based on a formula or otherwise, in response to a change in the market, where the highlight or distinction is related to the best bid and/or best ask price or bid or ask quantities at a particular price (except as described above).

With respect to both the trade window and the trade chart, there is no capability that would allow a user to put another window side by side with either the trade window or the trade chart that would display bid and ask indicators that change positions in response to a change in the inside market relative to a price axis that shows price levels which do not change positions in response to a change in the inside market.

Also, with respect to both the trade window and the trade chart, there is no capability to consolidate or aggregate price levels such that an indicator of quantity to buy or sell is displayed relative to a level that represents more than one price.

EXHIBIT 2

x / i



EXHIBIT B

TradeMaven's Trade Window in versions 2.8.x of TradeMaven's software had a static price axis and allowed for single click order entry in the buy and sell columns. The price axis could be recentered by clicking on the "center" button.

TradeMaven's Trade Window in versions 2.9.x of TradeMaven's software was modified so that it had two modes of operation. In one mode, the price axis was always centered. In another mode, called the "focus" mode, the price axis was static. These versions also allowed for single click order entry in the buy and sell columns. The "focus" mode was initiated by a user clicking the "focus" button. Once this occurred, the price axis would remain static for a predetermined amount of time. This time amount and whether it was user-selectable was changed in various iterations of the 2.9.x versions.

TradeMaven's Trade Window in versions 2.10.x of TradeMaven's software removed the "focus" mode and had a static price axis. In these versions, order entry was accomplished by a double click in the buy and sell columns. The first click caused an order confirmation to be displayed adjacent to where the user clicked with the mouse cursor positioned over the "buy" or "sell" button. The second click (without intervening mouse movement) caused the order to be sent. The price axis could be recentered by clicking on the "focus" button.

Example screen shots from versions 2.8.x, 2.9.x and 2.10.x are attached.

2 3 1 Pre Recorded Market - BIRL SG

Trading View Options Charts Help

0.00

Cncl	Amend	Buy	Price	Sell	Amend	Cncl
			1010.75			
			1010.50			
			1010.25			
			1010.00			
			1009.75			
			1009.50			
			1009.25			
			1009.00			X
			1008.75			
			1008.50			
			1008.25			
			1008.00			
			1007.75			
			1007.50			
			1007.25			
			1007.00			
			1006.75			
			1006.50			
			1006.25			
			1006.00			
			1005.75			
			1005.50			

Lots: 1 | Current P/L: 0.00 | Center

SimScalp

Profit: | Loss: | OCO | MOC

Trading View Options Charts Help

Position Fiat
0.00

Cncl	Amend	Buy	Price	Sell	Amend	Cncl
			1010.50			
			1010.25			
			1010.00			
			1009.75			
			1009.50			
			1009.25			
			1009.00			
			1008.75			X
			1008.50			
			1008.25			
			1008.00			
			1007.75			
			1007.50			
			1007.25			
			1007.00			
			1006.75			
			1006.50			
			1006.25			
			1006.00			
			1005.75			
			1005.50			

Lots: 1
 Current P/L (1): 12.50
 Focus:

Profit:
 Loss:
 OCO
 MOC

Cncl		Amend		Buy		Price		Sell		Amend		Cncl	
Position Flat													
0.00													
1011.25													
1011.00													
1010.75													
1010.50													
1010.25													
1010.00													
1009.75													
1009.50													
1009.25													
1009.00													
1008.75													
1008.50													
1008.25													
1008.00													
1007.75													
1007.50													
1007.25													
1007.00													
1006.75													
1006.50													
1006.25													
1006.00													
1005.75													
1005.50													

Lots		Current P/L		Focus	
1		0.00			
SimAccount3		SimAccount3			
<input type="checkbox"/> Profit:		<input type="checkbox"/> Loss:		<input type="checkbox"/> OCO	
				<input type="checkbox"/> MOC	

EXHIBIT 2

In version 2.9.x of the BEST Direct Fast, the price axis always moved in response to a change in the inside market until you placed the mouse cursor over the buy or sell columns. This mode would freeze the price axis and allow the user to place an order with a single click in the buy and sell columns. The FAST mode was initiated by a user placing his mouse cursor over the buy or sell column. Once the mouse cursor was moved away from the buy or sell column the price axis would return to its original operation.

In version 2.10.x of the BEST Direct Fast, order entry was accomplished in the same manner as the previous version. In this version the users first click would cause an order confirmation to be displayed adjacent to where the user clicked with the mouse cursor positioned over the "buy" or "sell" button. The second click (without intervening mouse movement) caused the order to be sent.

Example screen shots from versions 2.9.x and 2.10.x are attached.

Position Flat						
0.00						
Cncl	Amend	Buy	Price	Sell	Amend	Cncl
			1010.50			
			1010.25			
			1010.00			
			1009.75			
			1009.50			
			1009.25			
			1009.00			
			1008.75			X
			1008.50			
			1008.25			
			1008.00			
			1007.75			
			1007.50			
			1007.25			
			1007.00			
			1006.75			
			1006.50			
			1006.25			
			1006.00			
			1005.75			
			1005.50			

Lots	Current P/L (1)	Focus
1	12.50	
Cancel All	SimScalp	Position
<input type="checkbox"/> Profit: []	<input type="checkbox"/> Loss: []	<input type="checkbox"/> OCO
		<input type="checkbox"/> MOC

Position Flat 0.00						
Cancel	Amend	Buy	Price	Sell	Amend	Cancel
			1011.25			
			1011.00			
			1010.75			
			1010.50			
			1010.25			
			1010.00			
			1009.75			
			1009.50		SELL	Cnd
			1009.25			
			1009.00			
			1008.75			
			1008.50			
			1008.25			
			1008.00			
			1007.75			
			1007.50			
			1007.25			
			1007.00			
			1006.75			
			1006.50			
			1006.25			
			1006.00			
			1005.75			
			1005.50			

Lots	Current P/L	Focus
1	0.00	
Cancel ALL	SimAccount3	

<input type="checkbox"/> Profit:	<input type="checkbox"/> Loss:	<input type="checkbox"/> OCO
		<input type="checkbox"/> MOC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Trading Technologies International, Inc.,)	
)	
Plaintiff,	)	Civil Action No. 05 C 4332
)	
v.	)	Judge Holderman
)	
RTS Realtime Systems Inc.,	)	Magistrate Judge Keys
RTS Realtime Systems AG,)	
)	
Defendants.)	

CONSENT JUDGMENT

As a result of settlement of this action by virtue of a confidential settlement agreement between the parties dated July 28, 2005 which shall become effective upon entry of this Consent Judgment and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") and Defendants, RTS Realtime Systems Inc., RTS Realtime Systems AG, (collectively "RTS"), judgment is hereby entered against RTS upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1.

2. 1. TT commenced this action for patent infringement against RTS on July 28, 2005. This action alleges that RTS infringes U.S. Patent Nos. 6,766,304 (“’304 patent”) and 6,772,132 (“’132 patent”). RTS has received and reviewed a copy of the Complaint filed by TT in this action.
3. 2. This Court has jurisdiction over the parties to this action and over the subject matter of the Complaint.
4. 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.
5. 4. All claims of the ’304 and ’132 patents are valid and enforceable.
6. 5. While not willful or intentional, RTS 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, albeit not widely, electronic trading software called RTD Static Dartboard, screenshots and documentation of which are included in Exhibit 1.
7. 6. Defendant RTS, 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 (and substantially similar products) including, without limitation, for use in electronically trading any item (e.g., futures, options, equities, fixed-income products, etc.).

8. 7. TT waives its rights to damages from RTS 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.
9. 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.

SO ORDERED

Dated: 8/4/05

James F. Holliman

United States District Court Judge

AGREED TO:

Dated: July 29, 2005

Leif R. Sigmund, Jr.
Matthew J. Sampson

Leif R. Sigmund, Jr. (ID No. 6204980)
Matthew J. Sampson (ID No. 6207606)
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Attorneys for Plaintiff
TRADING TECHNOLOGIES
INTERNATIONAL, INC.

Dated: July 29, 2005

Clemens Kochinke

Clemens Kochinke
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Suite 1100
Washington, DC 20036 USA
Tel: 202 293 5555
Fax: 202 293 9035

RTS REALTIME SYSTEMS INC.,
RTS REALTIME SYSTEMS AG,

EXHIBIT 1

Exhibit 1

a.) RTD Static Dashboard a part of the RTD Realtime Trading Desktop

Price ladder display which has a static price display and does not adjust its display when the market prices are changing

RTD Static Dashboard

RTS Realtime Systems Group									
Static Dashboard - EG85									
Order Type	Contract	Quantity	Price	Accumulated	Accumulated	Quantity	Price	Quantity	Price
1	EG85-0306		113.11						
2			113.10						
5			113.09						
10			113.08						
			113.07						
			113.06	224					
			113.05	765					
			113.04	387					
			113.03	316					
			113.02	304					
			113.01	309					
			113.00	409	10				
			112.99	787	10				
			112.98	472					
			112.97						
			112.96						
			112.95	760					
			112.94	556					
			112.93	574					
			112.92	360					
		10	112.91	349					
			112.90	613					
			112.89	251					
			112.88	245					
			112.87	326					
			112.86						
		10	112.85	10					
			112.84						
		10	112.83	10					
			112.82						
			112.81						
			112.80						
			112.79						
			112.78						
			112.77						
		10	112.76	10					
			112.75						

View Layout

The layout of the Static Dartboard is divided into 3 parts:

- Market area
- Quantity Toolbar
- Main Toolbar

Quantity Toolbar

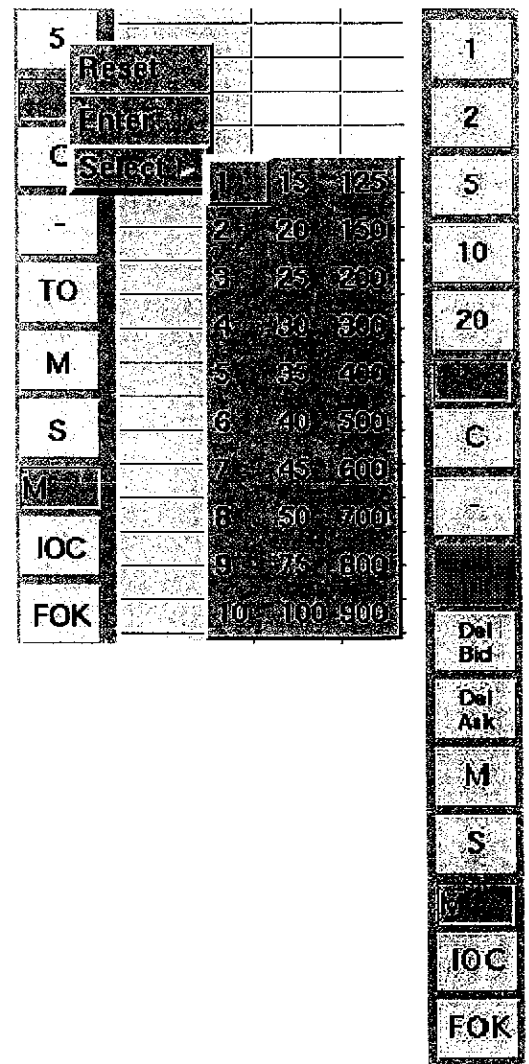
The default quantity toolbar is looking like this:

The quantity buttons:

The first 4 buttons reflect predefined quantities to be used for sending orders to the market which can easily be adjusted by long right clicking on them. You then can select or enter any other desired quantity (see picture). Clicking on any number will display the volume in the empty button below the quantity buttons

The blue quantity button shows the default click quantity which can be set either in the *User Profile > Static Dartboard > Click Quantity* or manually within the view. Just left click for decreasing the quantity or right click for increasing the quantity. By right clicking long on it, the same menu appears as seen in the right picture. You can now select a new default click quantity which overrules the defined values in the UP and is valid only for this view.

The button **C** stands for "Clear" and empties the field above.



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:

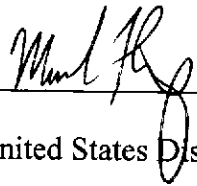
1. TT commenced this action for patent infringement against Rolfe & Nolan on July 29, 2005. This action alleges that Rolfe&Nolan infringes U.S. Patent Nos. 6,766,304 ("304 patent") and 6,772,132 ("132 patent"). Rolfe&Nolan has received and reviewed a copy of the Complaint filed by TT in this action.
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 to this Order. WA

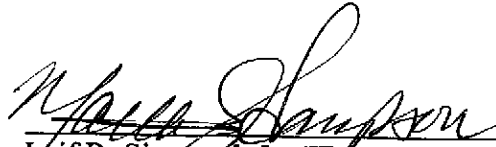
SO ORDERED

Dated: 8/5/05


United States District Court Judge

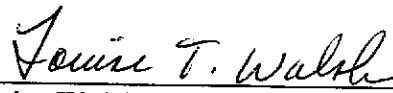
AGREED TO:

Dated: 8/3/05

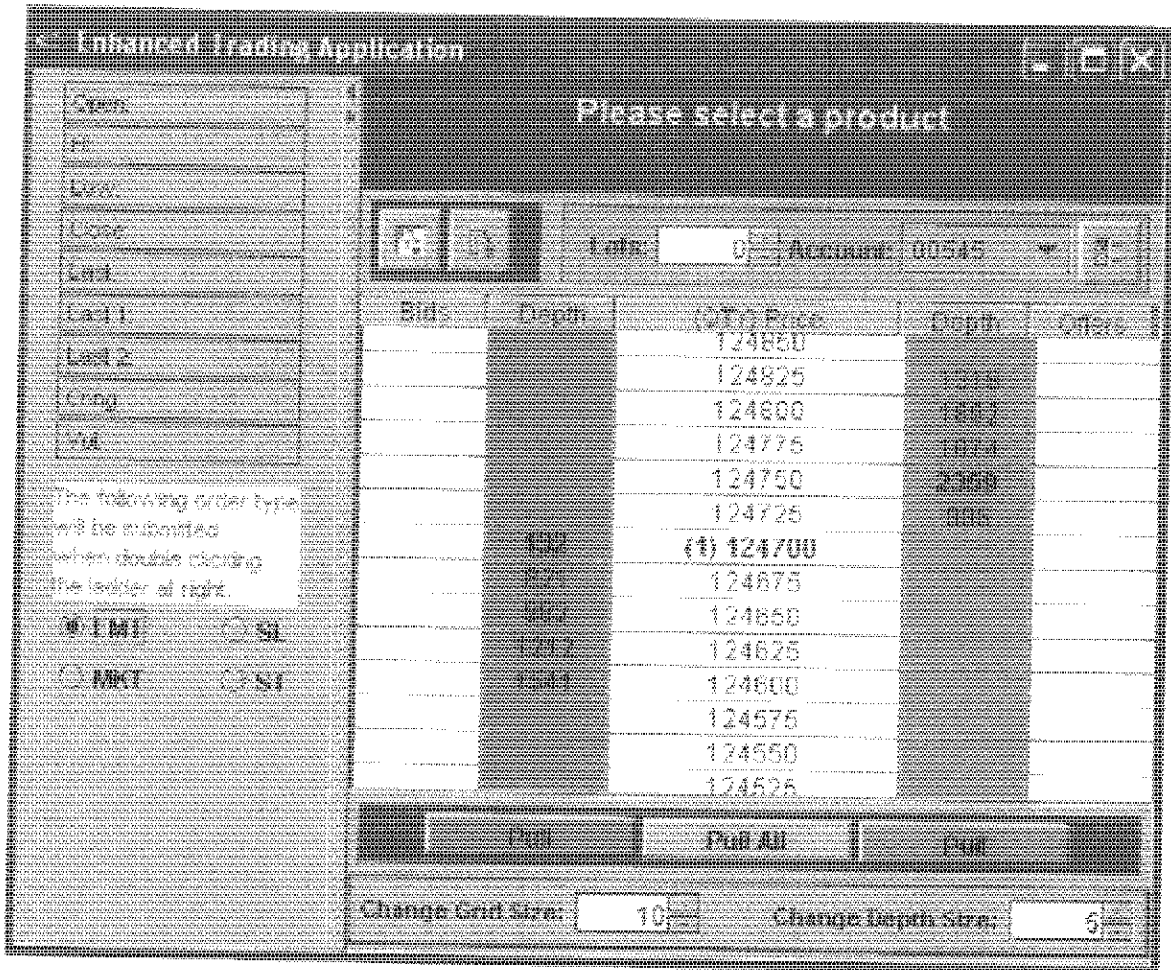

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**Attorneys for Plaintiff
TRADING TECHNOLOGIES
INTERNATIONAL, INC.**

Dated: 8/3/05


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Welsh & Katz, Ltd.
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Tel.: (312) 655-1600

**Attorneys for Defendant
ROLFE & NOLAN SYSTEMS INC**



Original Screen

Version 1.1 through 1.5.x Released June 2004

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

Trading Technologies International, Inc.,)	
)	
Plaintiff,	)	Civil Action No. 05 C 4357
)	
v.	)	Judge Coar
)	
Strategy Runner, LLC,	)	Magistrate Judge Nolan
)	
Defendant.)	
)	

CONSENT JUDGMENT

As a result of settlement of this action by virtue of a confidential settlement agreement between the parties dated July 29, 2005 which shall become effective upon entry of this Consent Judgment and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") and Defendant, Strategy Runner LLC ("STRATEGY RUNNER"), judgment is hereby entered against STRATEGY RUNNER upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. TT commenced this action for patent infringement against STRATEGY RUNNER on July 29, 2005. This action alleges that STRATEGY RUNNER infringes U.S. Patent Nos. 6,766,304 ("304 patent") and 6,772,132 ("132 patent"). STRATEGY RUNNER 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. STRATEGY RUNNER 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 incorporating the STRATEGY RUNNER Strategy Runner Pro/Lite with Static Market Panes software products, screenshots and documentation of which are included in Exhibit 1.

6. Defendant STRATEGY RUNNER, 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 (and substantially similar products) 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 STRATEGY RUNNER 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. Notwithstanding the terms of this Consent Judgment, STRATEGY RUNNER expressly reserves the right to contest infringement if the STRATEGY RUNNER software is modified so as to not infringe the patents-in-suit. In the event that STRATEGY RUNNER contests infringement based on STRATEGY RUNNER software that is modified, TT reserves the right to assert any and all claims against STRATEGY RUNNER including without limitation a claim of contempt of court based on a violation of this Consent Judgment in the event that the Court finds there is no colorable difference between the modified STRATEGY RUNNER software and the software that is the subject of this Consent Judgment.
10. The right to enforce this Consent Judgment shall transfer to any successor-in-interest to TT.
11. Each party shall bear its own costs and attorneys' fees.

SO ORDERED

Dated: 8/22/05

David H. Coar

Judge Coar
United States District Court Judge

AGREED TO:

Dated: 8/2/05

Leif R. Sigmund, Jr.

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

Matthew J. Sampson (ID No. 6207606)

McDonnell Boehnen Hulbert & Berghoff LLP

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Attorneys for Plaintiff

TRADING TECHNOLOGIES

INTERNATIONAL, INC.

Dated: 8/1/05

Ira Kalina

Ira Kalina (ID No. 6225281)

Gardner, Carton & Douglas LLP

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Attorneys for Defendant

STRATEGY RUNNER, LLC

CH01/ 12434608.2

Exhibit 1

Example Strategy Runner Screenshot and Documentation

Static Market Pane

Strategy Runner offers Static Market Pane, where Prices are static, and client can choose how often he wants to centralize current/last price.

Explanation from User Guide: Using Static table prices mode

In the Static table prices mode, you can use the **Center Price** button in order to center it. To set default for periodical centering of price:

1. In the Market Pane Table section, click the **Center Last Price** checkbox.
2. Set the number of ticks moved from the center after which you want the current price to be centered automatically.
3. Set the number of seconds from previous centering after which you want the current price to be centered automatically. The price will be centered when one of the conditions set in step 2 or step 3 is met.
4. Click **Apply** to apply and save, or click **Ok** to save and exit.

CME:MINI S&P:SEP05(demo) [X]

CME:MINI S&P:SEP05 [v] Hide App [>>] Exit Style

Pos: 0 P&L: 0.00

ScaleOut2Targets [v]

N orders	Bids	Price	Asks	N orders
		1234.25		
		1234.00		
		1233.75		
		1233.50		
		1233.25		
		1233.00		
		1232.75		
		1232.50		
		1232.25		
		1232.00		
		1231.75		
		¹⁴ 1231.50		
		1231.25		
		1231.00		
		1230.75		
		1230.50		
		1230.25		
		1230.00		
		1229.75		
		1229.50		
		1229.25		
		1229.00		
		1228.75		

↑ Center Price ↓

Name	Value
Profit_1	1.25
Profit_2	1.50
Loss	1.25
BreakEven	<input checked="" type="checkbox"/>

Detach from Entry Order on Left

1

1	10
25	100

Clear

Trade Out

Reverse

Tick Bid Buy Market

Tick Offer Sell Market

Join Bid Cancel 0

Join Offer Cancel 0

Cancel All

SM	SL
LMT	MIT

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

Trading Technologies International, Inc.,)	
)	
Plaintiff,	)	Civil Action No. 05 C 4449
)	
v.	)	Judge William J. Hibbler
)	
	)	Magistrate Judge Denlow
)	
FFastFill Plc, FFastFill Inc.,)	
Future Dynamics Inc., FFastTrade LLC,)	
FFastFill Europe Ltd., and FFastFill FD Ltd.)	
)	
Defendants.)	

CONSENT JUDGMENT

As a result of settlement of this action by virtue of a confidential settlement agreement between the parties dated August 3, 2005 which shall become effective upon entry of this Consent Judgment and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") and Defendants, FFastFill Plc, FFastFill Inc., Future Dynamics Inc., FFastTrade LLC, FFastFill Europe Ltd., and FFastFill FD Ltd. ("FFASTFILL"), judgment is hereby entered against FFASTFILL upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. TT commenced this action for patent infringement against FFASTFILL on August 3, 2005. This action alleges that FFASTFILL infringes U.S. Patent Nos.

6,766,304 (“’304 patent”) and 6,772,132 (“’132 patent”). FFASTFILL 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. FFASTFILL 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 incorporating the Future Dynamics Crossfire Quicktrade screen and the FFASTFILL Lefty Scalp Trading Window, screenshots and documentation of which are included in Exhibit 1.

6. Defendant FFASTFILL, 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.). This injunction shall not apply to any

claims of the '304 or '132 patents that are subsequently found invalid by a court of competent jurisdiction in a final and non-appealable judgment after the date of such judgment.

7. TT waives its rights to damages from FFASTFILL 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.


SO ORDERED

Dated: 8/10/05


William T. Hibbler
United States District Court Judge

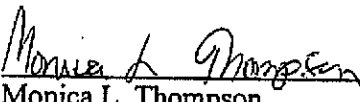
AGREED TO:

Dated: 8/8/2005


Leif R. Sigmond, Jr. (ID No. 6204980)
Matthew J. Sampson (ID No. 6207606)
McDonnell Boehnen Hulbert & Berghoff LLP
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Attorneys for Plaintiff
TRADING TECHNOLOGIES
INTERNATIONAL, INC.

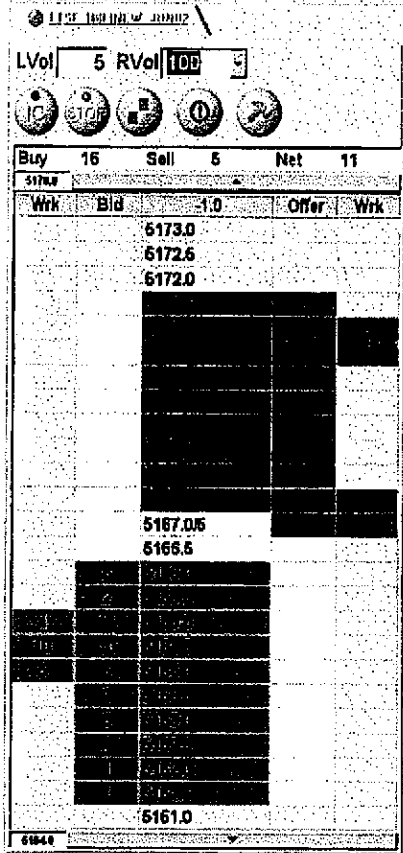
Dated: Aug 8, 2005


Monica L. Thompson
DLA Piper Rudnick Gray Cary
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Chicago, IL 60601
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Attorneys for Defendants
FFASTFILL PLC, FFASTFILL INC.,
FUTURE DYNAMICS INC.,
FFASTTRADE LLC,
FFASTFILL EUROPE LTD., AND
FFASTFILL FD LTD.

The Crossfire Quicktrade function.

The QuickTrade function within Crossfire allows a trader to view and trade a given market using a vertical ladder display of the depth of market. This function is aimed at proprietary traders who are trading a small number of markets only.



This ladder which shows the prices on the vertical and the bid/offer volumes for a given price on the horizontal provides the trader with a high visual facility to enable him to :-

- See a gap in the market and beat the best bid/offer
- See the market state, current best bid/offer, last traded detail, daily high and low and change on settlement price
- Enter orders at a chosen price using a single mouse click (with default volumes for both left click and right click)
- See his own working orders against the total bid/offer volumes at that price in the market
- Recentre the vertical price display with a single click if the market moves up or down
- Manage his orderbook and position from the same view

For those traders seeking that extra edge of speed, there is an option to have the order entry triggered by the mouse down event rather than the click event.

The trader is able to see what orders he is working in the given market via the Wrk column. Since this uses the same vertical price ladder it is much easier for the trader to see where his orders are relative to the current market than it is in a grid based orderbook view. Similarly the trader can keep track of his position which is shown immediately above the vertical price ladder.

The same single click ease of use also applies to the trader's management of his orderbook using the Quicktrade function. A single click in the working column at a particular price will pull all orders at that price. Similarly the pull all orders button and the flatten position button allow the trader to get out of the market quickly.

Exhibit 1 & B

LEFTY SCALP TRADING WINDOW

To any trader the most vital asset on any trading system is real estate. The more space he has available on his screen means more information he can utilize for trading. Some traders like to utilize charting models or news feeds on the same screen as their trading system.

Lefty Scalp was designed with the methodology that it would provide the users with one multi purpose-trading tool. The benefits of this new window would include:

- A ladder view that would display prices in an above and below manner, not side-by-side. Above and Below was a term used in the trading pits during open out cry trading.
- All columns would be static.
- The last traded price would be highlighted with a dynamic indicator cell moving up or down according to the market direction.
- Options of single click order entry or regular order entry methods.
- Customizable default quantities for quick trade order entry.
- Single click order entry for stop loss orders.
- Only utilizing the Left button on the mouse for all features.
- Information cells would include,
 - Bid column
 - Volume column
 - Offer column
 - Last Traded Volume column
 - Working Order column
 - Part Fill indicator column
 - Filled column
 - Pull Order column
- Rapid pull all bids, pull all offers, pull all orders buttons.
- Single click cancellation of individual orders.
- A dynamic position, profit and loss field.
- A Cut Position button would cancel all working order and submit a new order to balance out the traders open position.
- Drag and drop feature would allow traders to adjust their orders by left clicking on a order in the working order column and move it to a different price.
- Cleansweep feature to buy or sell all volume up to or down to a desired price.
- Directional cell to indicate the direction the market has moved based on the previous 15 trades.
- Bids column, offer column, last traded price, types of working orders are all displayed in customizable colors.
- Font sizes and formats for each cell are customizable

THREE MONTH EURO (EURIBOR) JUL03									
Full All Bid		Full All Orders		Full All Offers		Cancel Scalp			
5	10	15	20	25					
Buy	Vol	Sell	LTV	Work	Part	Filled	Pull	▲	
58.065		58.065							
58.060		58.060							
58.045		58.045							
58.040		58.040							
58.035		58.035							
58.030		58.030							
58.025		58.025							
58.020		58.020							
58.015	03	58.015	25	25		26	Full		
58.010	20	58.010							
58.005		58.005							
58.000		58.000							
57.995		57.995							
57.990		57.990							
57.985		57.985							
57.980		57.980							

Choose Market:

Cleanse OFF

THREE MONTH EURO (EURIBOR) JUL03 selected

Bought 0 Sold 25 Open 25

Average 58.015 P/L 0.00

COPY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Trading Technologies International, Inc.,)	
)	
Plaintiff,	)	Civil Action No. 05 C 5161
)	
v.	)	Judge Filip
)	
TransMarket Group L.L.C.,	)	Magistrate Judge Schenkier
)	
)	
Defendant.)	
)	

CONSENT JUDGMENT

As a result of settlement of this action by virtue of a confidential settlement agreement between the parties dated September 9, 2005 which shall become effective upon entry of this Consent Judgment and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") and Defendant, TransMarket Group LLC ("TRANSMARKET"), judgment is hereby entered against TRANSMARKET upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. TT commenced this action for patent infringement against TRANSMARKET on September 9, 2005. This action alleges that TRANSMARKET infringes U.S. Patent Nos. 6,766,304 ("304 patent") and 6,772,132 ("132 patent"). TRANSMARKET 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. TRANSMARKET 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 called Phoenix, a screenshot of which is included in Exhibit 1.
6. Defendant TRANSMARKET, 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 (and substantially similar products) including, without limitation, for use in electronically trading any item (e.g., futures, options, equities, fixed-income products, etc.).
7. Any claims of infringement that TT has against TRANSMARKET based on TRANSMARKET's use and/or distribution of electronic trading software provided by third parties, including Ecco, prior to entry of this judgment are dismissed without

prejudice. The parties have addressed this issue in the Settlement Agreement by TRANSMARKET agreeing not to infringe the '304 and '132 patents and by TT releasing TRANSMARKET for all past damages relating to any past infringement. TT is not waiving the right to assert the '304 and/or '132 patents against TRANSMARKET based on TRANSMARKET's use and/or distribution of such third party software in the future. TRANSMARKET is not waiving any rights to assert that such third party software does not infringe the '304 and/or '132 patents if TT makes such an assertion of infringement in the future.

8. TT waives its rights to damages from TRANSMARKET 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.

9. Notwithstanding the terms of this Consent Judgment, TRANSMARKET expressly reserves the right to contest infringement if the TRANSMARKET software is modified so as to not infringe the patents-in-suit. In the event that TRANSMARKET contests infringement based on TRANSMARKET software that is modified, TT reserves the right to assert any and all claims against TRANSMARKET including without limitation a claim of contempt of court based on a violation of this Consent Judgment in the event that the Court finds there is no colorable difference between the modified TRANSMARKET software and the software that is the subject of this Consent Judgment.

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

11. The right to enforce this Consent Judgment shall transfer to any successor-in-interest to TT.

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

SO ORDERED

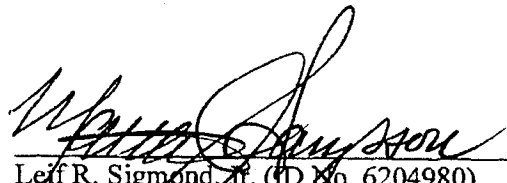
Dated: 9-13-05



Mark Filip
United States District Court Judge

AGREED TO:

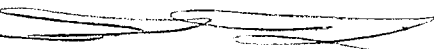
Dated: 9/13/05



Leif R. Sigmond, Jr. (ID No. 6204980)
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**Attorneys for Plaintiff
TRADING TECHNOLOGIES
INTERNATIONAL, INC.**

Dated: 7/12/2005



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Fax: 312.569.3000
**Attorneys for Defendant
TRANSMARKET GROUP LLC**

Exhibit 1

Example TransMarket screenshot and Documentation (infringing)

SCREENSHOT ATTACHED.

"Phoenix" is a trading software program developed for TransMarket that previously contained the trading ladder interface identified in the attached screenshot. The primary purpose of the software is to execute a spread trading strategy. The ladder interface was previously available as incidental functionality in the event that a trader received a partial fill on the spread strategy and the trader needed to complete the trade. The ladder interface included a display of price levels with quantities of products in the market dynamically displayed relative to such price levels.

A

Qty

0

1	5
10	20
50	100

CLR
Del All
0
0

Cust
Properties
Default Qty
0

buy list sell list

114060.0...		
114050.0...		
114040.0...		
114030.0...		
114020.0...		
114010.0...		
114000.0...		
113310.0...		
113300.0...		
113290.0...		
113280.0...	10	
113270.0...		
113260.0...	10	
113250.0...		
113240.0...		
113230.0...	10	
113220.0...		
113210.0...		
113200.0...		
113190.0...		
113180.0...		
113170.0...		
113160.0...		

V

AE

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

_____)	
Trading Technologies International, Inc.,)	
	)	Civil Action No. 05 C 6265
Plaintiff,)	
	)	Judge Moran
v.)	
)	
Orc Software, Inc., and Orc Software AB (publ),)	
)	
)	
Defendant.)	
_____)	

CONSENT JUDGMENT

As a result of settlement of this action by virtue of a confidential settlement agreement between the parties dated October 31, 2005 which shall become effective upon entry of this Consent Judgment and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") and Defendants, Orc Software, Inc. and Orc Software AB (publ) (collectively, "ORC"), judgment is hereby entered against ORC upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. TT commenced this action for patent infringement against ORC on October 31, 2005. This action alleges that ORC infringes U.S. Patent Nos. 6,766,304 ("304 patent") and 6,772,132 ("132 patent"). ORC 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 not invalid and not unenforceable.

5. TT has alleged that ORC 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 called the Orc Futures trading screen, screenshots and documentation of which are included in Exhibit 1. ORC does not contest these allegations of infringement. Accordingly, this Court finds that ORC 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, the electronic trading software called Orc Futures which is shown in Exhibit 1.

6. Defendant ORC, 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, and otherwise distributing in the United States the electronic trading software products referred to in paragraph 5 above (and substantially similar products) 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 ORC 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.

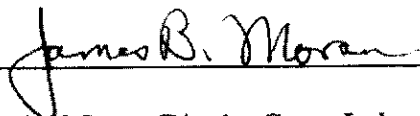
8. This Court shall retain jurisdiction over this case for purposes of enforcing the Consent Judgment.

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.

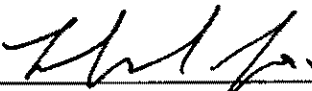
SO ORDERED

Dated: 11/2/05


United States District Court Judge

AGREED TO:

Dated: 10/31/2005


Leif R. Sigmond, Jr. (ID No. 6204980)
Matthew J. Sampson (ID No. 6207606)
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**Attorneys for Plaintiff
TRADING TECHNOLOGIES
INTERNATIONAL, INC.**

Dated: October 31, 2005



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**Attorneys for Defendants
ORC SOFTWARE, INC. and ORC
SOFTWARE AB (PUBL)**

EXHIBIT 1

The screenshot shows a trading application window titled 'ANG'. At the top, there are buttons for 'All', 'ANG', and 'Columns'. Below these, it displays 'Pos: 7,650' and 'Sec. pos: -350'. A 'Volume:' field is set to '000500'. The main area is a table with columns: B, Dwn, B#, Mkt. b#, B, Price, A, Mkt. a#, Dwn, a#, A. The table lists prices from 2.34 down to 2.19. At the bottom, there are 'Withdraw' buttons, a 'Portfolio' dropdown set to 'Trading', and a 'Template' dropdown set to 'MFA'.

B	Dwn	B#	Mkt. b#	B	Price	A	Mkt. a#	Dwn	a#	A
				+	2.34	+				-
				+	2.33	+				-
				+	2.32	+				-
				+	2.31	+				-
				+	2.30	+	100			-
				+	2.29	+	100			-
				+	2.28	+	500	500		-
				+	2.27	+	500	500		-
				+	2.26	+				-
				+	2.25	+				-
				+	2.24	+				-
				+	2.23	+				-
				+	2.22	+				-
				+	2.21	+				-
				+	2.20	+				-
				+	2.19	+				-

SINGLE CLICK ORDER ENTRY AVAILABLE FROM THE ORDER/DEPTH PANEL.

Combined Order/Depth Panel

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

Trading Technologies International, Inc.,)	
)	
Plaintiff,	)	Civil Action No. 05 C 1079
)	
v.	)	The Honorable Wayne Andersen
)	
	)	Magistrate Geraldine Soat Brown
REFCO GROUP LTD., LLC, REFCO LLC,)	
REFCO EASYSOLUTIONS, LLC,)	
REFCO SCREENS, LTD,)	
REFCO TRADING SERVICES LTD.,)	
REFCO GLOBAL FUTURES, LLC, and)	
REFCO OVERSEAS LIMITED,)	
)	
Defendants.)	
)	

CONSENT JUDGMENT

As a result of settlement of this action by virtue of a settlement agreement between the parties dated September 29, 2006 which shall become effective upon entry of this Consent Judgment and upon consent of Plaintiff, Trading Technologies International, Inc. (“TT”) and Defendants, Refco Group Ltd., LLC, Refco, LLC, Refco Easysolutions, LLC, Refco Trading Services Ltd., Refco Global Futures, LLC, Refco Overseas Limited, Refco Screens, Limited (formerly known as EasyScreen Ltd., formerly known as EasyScreen Plc) (collectively, “REFCO”), judgment is hereby entered against REFCO upon TT’s Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

TT0102293

1. TT commenced this action for patent infringement against some of the REFCO entities on February 23, 2005. The Complaint was amended on _____, 2006 to add additional parties. This action alleges that REFCO infringes U.S. Patent Nos. 6,766,304 (“’304 patent”) and 6,772,132 (“’132 patent”). REFCO 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. REFCO does not contest the validity or enforceability of the ’304 and ’132 patents. Accordingly, this Court finds that all claims of the ’304 and ’132 patents are valid and enforceable.

5. REFCO 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 called the Refco Pro Ladder Ticket and the Easyscreen Ladder Ticket, screenshots and documentation of which are attached as Exhibit 1.

6. Defendant REFCO, its officers, directors, partners, members, affiliates, subsidiaries, assigns, and successors-in-interest are hereby permanently enjoined 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,

TT0102294

facilitating connectivity for and otherwise distributing in the United States the electronic trading software products referred to in paragraph 5 above (and substantially similar elements) including, without limitation, for use in electronically trading any item (e.g., futures, options, equities, fixed-income products, etc.).

7. Conditioned upon receiving a complete payment pursuant to the terms in the September 29, 2006 settlement agreement, TT waives its rights to damages from REFCO 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. All counterclaims brought by REFCO against TT in this lawsuit are hereby dismissed with prejudice. This Consent Judgment fully resolves all issues in this lawsuit.

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.

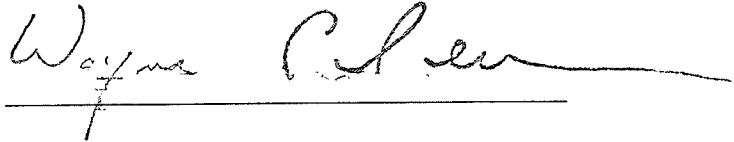
10. The right to enforce this Consent Judgment shall transfer to any successor-in-interest to TT.

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

TT0102295

SO ORDERED

Dated: November 30, 2006



United States District Court Judge

AGREED TO:

Dated: November 16, 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.

Dated: November 21, 2006

s/ Karen Nelson

Karen Nelson

Kirkland & Ellis LLP

200 East Randolph Dr.

Chicago, IL 60601

Attorney for Defendants,

REFCO GROUP LTD., LLC, REFCO

EASYSOLUTIONS, LLC, REFCO SCREENS,

LTD, REFCO TRADING SERVICES LTD.,

REFCO GLOBAL FUTURES, LLC,

REFCO OVERSEAS LIMITED

Dated: November 17, 2006

s/ Jerry L. Switzer, Jr.

Jerry L. Switzer, Jr.

Jenner & Block LLP

330 N. Wabash Avenue

Chicago, IL 60611-7603

Attorneys for Albert Togut, not individually but

solely as Chapter 7 Trustee for Defendant,

REFCO, LLC

TT0102296

EXHIBIT 1

The Software

LO Ladder [0007] Center All ▾ | ABC ⇄ A↑ CXF:ES Jun 04

Account: 06242

	Bid	Price	Ask	My Vol	TotVol
		112750			
		112725			
25		112700			
10		112675			
5		112650			
		112625	721		
2		112600	921		297
1		112575	879		1602
Clear		112550	671		973
		112525	238		857
	181	112500 / 1			3797
	610	112475			3436
	913	112450			1745
	909	112425			624
POS	1019	112400			195
		112375			
0		112350			
		112325			
		112300			
		112275			

Pull Buys Pull All

VOL	PAL	RTP
481197	(37.5)	1

Flatten Limit IOC

Ladder [0004] Center All ▾ | ABC A↑ LLF:Z Sep 03

Account: 50025

	Bid	Price	Ask	My Vol
		4059.5		
		4059.0	38	
		4058.5	15	
25		4058.0	25	
		4057.5	6	
10		4057.0	7	
5		4056.5	7	
		4056.0	2	
2		4055.5	10	
1		4055.0	22	
5		4054.5	9	
Clear		4054.0 / 1	1	
	9	4053.5		
	11	4053.0		
	15	4052.5		
	21	4052.0		
	23	4051.5		
	16	4051.0		
	28	4050.5		
	31	4050.0		

POS -2

VOL	PAL	RTP
5451	100	9

Pull Buys Pull All Flatten Limit IOC

The above screenshots are representative of the infringing elements of the products offered by Refco, Refco EasySolutions, and EasyScreen. These elements were referred to as the ladder ticket or the ladder. The most recent versions of these elements functioned such that the price ladder and the associated market indicators automatically drifted smoothly back to center after a visible market movement. This Agreement applies to these most recent versions of these elements as well as the previous versions which did not include such an automatic smooth drift/recenter feature.



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

Trading Technologies International, Inc.)	
	)	Civil Action No. 10 C 726
Plaintiff,)	
)	
v.	)	Judge Hibbler
)	
Cunningham Trading Systems, LLC., and)	
Cunningham Commodities, LLC.)	
)	
Defendants.)	

CONSENT JUDGMENT

As a result of settlement of this action by virtue of a settlement agreement between the parties dated December 31, 2010 ("Settlement Agreement") which shall become effective upon entry of this Consent Judgment and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") and Defendant, Cunningham Trading Systems, LLC ("CTS"), judgment is hereby entered against CTS upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. TT commenced this action for patent infringement against CTS and Cunningham Commodities, LLC ("CC") on February 3, 2010. This action alleges infringement of U.S. Patent Nos. 6,766,304 ("304 patent"), 6,772,132 ("132 patent"), 7,212,999 ("999 patent"), 7,412,416 ("416 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") and 7,813,996 ("996 patent"). CTS and CC have received

and reviewed a copy of the Complaint and Amended Complaints 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 patents-in-suit, 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, '132, '411, '768, '382 and '996 patents are valid and enforceable.

5. CTS 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 referred to as t4, versions 1.5.0 - 1.22.1.

6. CTS has infringed the '411, '768, '382 and '996 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 t4, versions 2.0.0 - 2.0.52. An excerpt from documentation describing the most recent product is included in Exhibit 1.

7. Defendant CTS, its officers, directors, partners, members, affiliates, subsidiaries, assigns, and successors-in-interest 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 '304, '132, '411, '768, '382 and '996 patents from infringing the '304, '132, '411, '768, '382 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 paragraphs 5 and

6 above including, without limitation, for use in electronically trading any item (e.g., futures, options, equities, fixed-income products, etc.).

8. Pursuant to the Settlement Agreement, CTS shall pay to TT an amount in settlement of TT's claims for past damages arising from the claims of infringement of the patents-in-suit.

9. The Settlement Agreement resolves all claims in this action. Accordingly, TT's claims of patent infringement of the '999, '416, '056, '357 and '651 patents are hereby dismissed with prejudice.

10. 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.

11. The right to enforce this Consent Judgment shall transfer to any successor-in-interest to TT.

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

SO ORDERED

Dated: 1/21/11

Wm. J. Hubler
United States District Court Judge

AGREED TO:

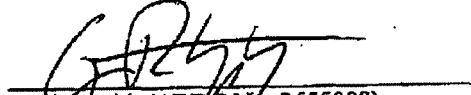
Dated: 1/12/11



Leif R. Sigmond, Jr. (ID No. 6204980)
Matthew J. Sampson (ID No. 6207606)
S. Richard Carden (ID No. 6269504)
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: 1-12-2011



Stuart Smith (ARDC No. 2655098)
George Spatz (ARDC No. 6278494)
MCGUIREWOODS LLP
77 W. Wacker Drive, Suite 4100
Chicago, IL 60601
Tel: (312) 849-8100
Fax: (312) 849-3690

Attorneys for Defendants
Cunningham Trading Systems, LLC and
Cunningham Commodities, LLC

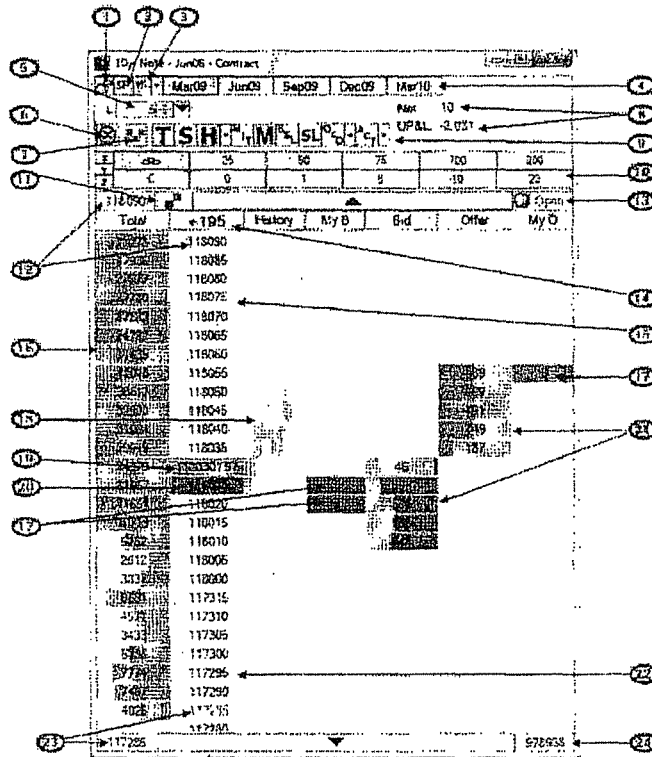
1

EXHIBIT 1




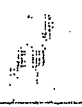

T4 Client

By Nate Ostrye

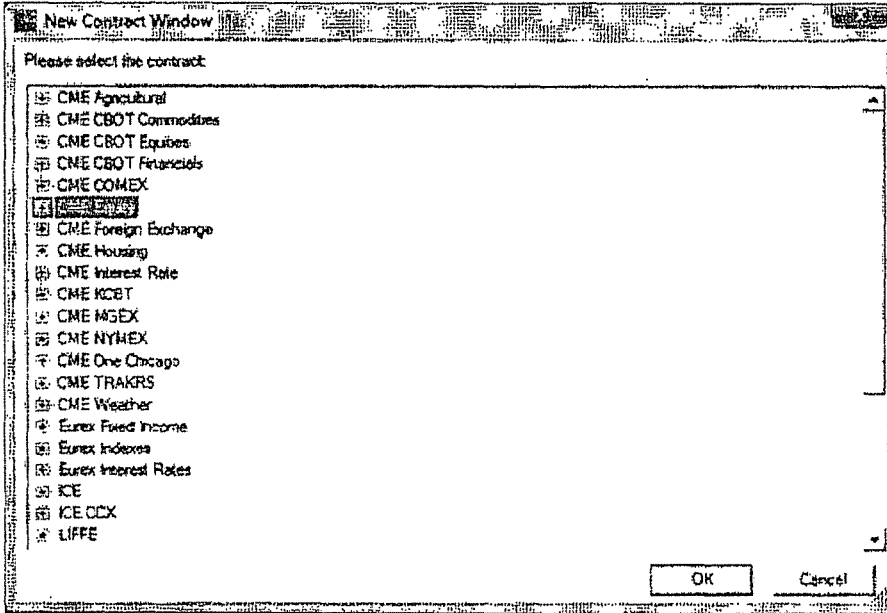
Contract



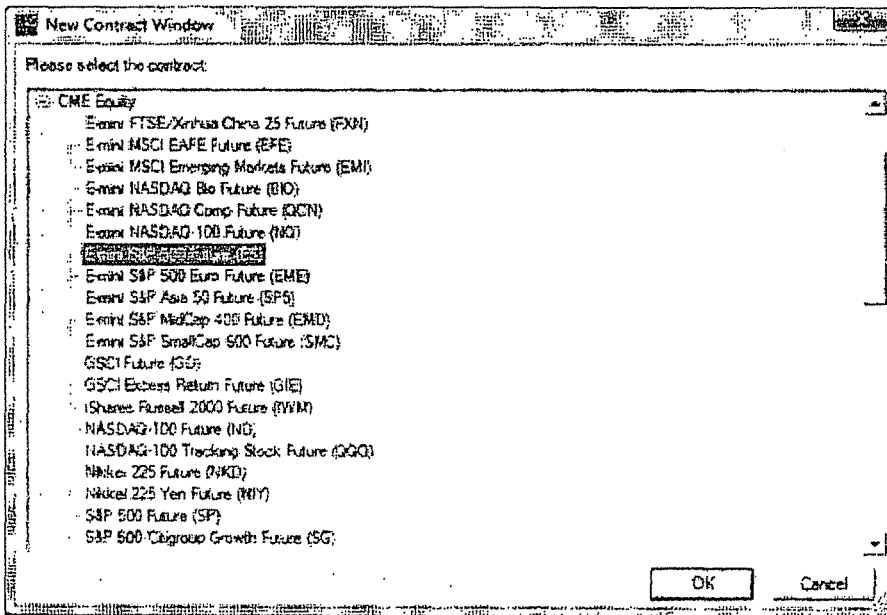
1		Properties	Change properties for the contract window
2	SP	Strategy Activation	Allows users to view both outright and strategies on the contract window
3		New Screen dropdown	Brings up a second contract window, a new chart, a market history window, or an account contract window.
4	Mar09 Jun09	Contract Months	List of the various contract months you can choose from
5	L: <input type="text"/>	Lot Size	The number of lots you want to enter (using the left click of the mouse)
6		Pull All	Pull all the orders out of the market
7		Flatten All	Flatten your position
8	Net: 10 UP&L: -2,031	P&L/Position	View Profit & Loss, Unrealized Profit & Loss, Net position, and more (select from various

			options in the contract properties)
9	TIS	Order Types	Choose from a various selection of order types. Order types can be added in the main properties
10		Volume Bar	Add the volume bar from contract properties. Use it to add volume to the Lot size field
11		Center Market	Center the market in the contract window
12	118090 118090	Session High	The session high
13		Market Status	The status of the market. Can be opened, closed, in pre-open, or pre-close, or suspended
14	+195	Net Change	The net change per trading session
15	118075	Settlement	The previous session's settlement price
16		Market Volume By Price	Market volume by price
17		Your Working Bid/Offer	Show whatever bid or offer you are currently working
18		Trade Histogram	A graphical display of trades as they occur in the market.
19	118030 97	Last Price/Volume	The last price and volume traded
20		Average Price of Open	The average price of the open
21		Market Depth	Shows the market depth
22		Price Ladder	Shows the prices
23	117285 117285	Session Low	The session low
24	973938	Total Trading Volume	The total trading volume per session

Selecting Contracts

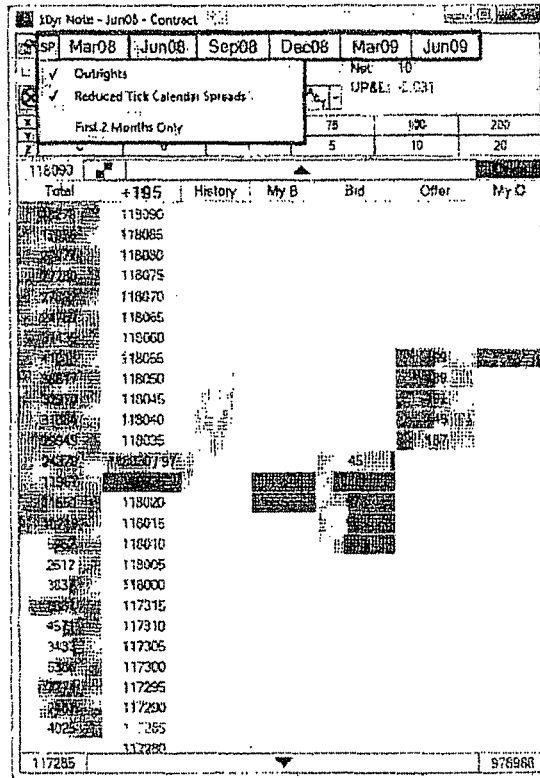


Click the icon to the left of the exchanges to see a list of available contracts.



Double click a desired contract or select it and click Ok.

Selecting Months and Strategies



Use the following Market Tab to switch between available markets. Just click on the market that you desire to trade. If you want to view multiple markets for the same contract then just open a second Contract and select the additional market.

SP	Mar08	Jun08	Sep08	Dec08	Mar09	Jun09
----	-------	-------	-------	-------	-------	-------

SP

Outrights

Reduced Tick Calendar Spreads

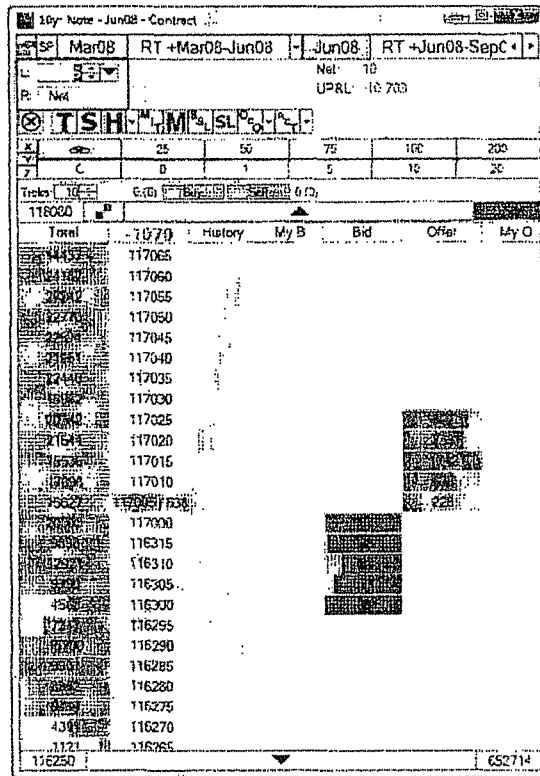
First 2 Months Only

The **Spread** dropdown allows you to choose whether or not strategies are visible in the Market Tab Strip. If a contract has no spreads available then the 'SP' button will not be displayed. The SP dropdown will display all available strategies for that market. If you do not to see all the available markets choose the first 2 months only option.

SP	Mar08	RT +Mar08-Jun08	Jun08	RT +Jun08-Sep08
----	-------	-----------------	-------	-----------------

Once visible, selecting Spreads is the same as selecting any other market. To the right of each spread market is a carrot dropdown with all available spreads for that front month.

Setting Volumes



A Contract volume must be set prior to submitting an order. If you try and submit an order with no volume it will be rejected. By default only left click trading is enabled. If you would like to take advantage of right click net, or a separate right click volume, you will need to enable right click trading from the Trading Tab of the Contract Properties.

The volume fields use a custom Volume Picker designed for quick volume changes.

L:

This **volume** is used when submitting an order with a **left click**.

R:

This **volume** is used when submitting an order with a **right click**. This field can be set to **net position** entry or a **numeric** entry (same as left click volume). The Net feature allows you to flatten your position with a right click. Enable right click trading from the Trading Tab of the Contract Properties.

Or


R:

The volume fields use a custom Volume Picker designed for quick volume changes.

Volume Bar

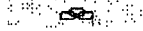
The screenshot shows a trading application window titled "10yr Note - Jun08 - Contract". At the top, there are tabs for months: Mar08, Jun08, Sep08, Dec08, Mar09, Jun09. Below the tabs, there are several input fields: "L:" with a volume picker showing "10", "R:" with a dropdown menu set to "Net", and "R:" with another volume picker showing "10". A contract symbol "TSH-M" is displayed. Below these are columns for volume (25, 50, 75, 100, 200) and a "Total" field showing "195". A list of volume values is shown in a grid-like format, with the selected value "118085" highlighted. The bottom of the window shows "117285" and "97896".

The Volume Bar is convenient for quick volume changes. If the right click volume field is enabled for numerical entry then the Volume Bar will update the volume field that is currently selected

X		25	50	75	100	200
Y						
Z	C	0	1	5	10	20



Switch between fixed number tabs. X and Y are fixed tabs. Z is configurable in the Main Properties, Volume Picker Tab.



Switch between Sum and Chain mode.

- Sum mode: clicking 2, 2, 2 = 6
- Chain mode: clicking 2, 2, 2 = 222

Fonts

The font can be increased or decreased by sliding the Splitter underneath up or down.

Account Positions

10yr Note - Jun08 - Contract						
SP	Mar08	Jun08	Sep08	Dec08	Mar09	Jun09
L: [Contract ID]						Net: 10
[Symbol]						UP&L: -2,031
X	25	50	75	100	200	
Y	C	0	1	5	10	20
Z						
118000						
Total	1195					
	History	My B	Bid	Offer	My D	
118000						
118005						
118080						
118075						
118070						
118065						
118050						
118055						
118050						
118045						
118040						
118035						
118220						
118015						
118010						
2612						
118005						
118000						
117315						
117310						
117305						
117300						
117295						
117290						
117285						
117280						
117285						

Account Position information is displayed in the upper right corner of the Contract. By default your Net Position and Unrealized Profit and Loss are listed. Only trades for the current market and account are included. Additional account position fields can be selected from the Accounts tab of the Contract Properties.

Net: 10
UP&L: -2,031

Account Position details correspond to the current market and Current Trading Account.

Net: 10
P&L: -2,031
UP&L: -2,031
RP&L: 0
Buys: 15
Sells: 10

Additional details can be added from the Accounts tab of the Contract Properties. If the additional items don't all fit then adjust the Splitter below them by sliding it up or down.

Contract Ticket

The screenshot displays a 'Contract Ticket' window. At the top, it shows a navigation bar with months from Mar08 to Jun09. Below this is a header area with 'TISH-LMS-SLV-CL' and 'UP&L 075'. A table with columns X, Y, Z and rows 1-9 is visible. The main area is a list of contract numbers (e.g., 118095, 118090, 118085) with a total of +1075. On the right, there is a control panel with buttons for 'Hit Bid', 'Hit Offer', and 'Buy', along with a 'Sell' button. A date '10-15-20' is also present in the right panel.

The Contract Ticket is used for rapid order entry. Preconfigured volumes reduce the need to change a contracts volume between the submission of one order and the next. Hit Bid and Hit Offer buttons submit orders against the best bid and best offer prices without having to click a specific price. Joining the best bid and best offer is simplified by enabling price tracking.

The Contract Ticket can be enabled from the Trading tab of the Contract Properties.

Contract Ticket configurations are on the Ticket tab of the Contract Properties.

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

_____)		
TRADING TECHNOLOGIES)		Case No. 10 C 715
INTERNATIONAL, INC.)		(Consolidated with:
	)	10 C 716, 10 C 718,
	)	10 C 720, 10 C 721,
Plaintiff,)		10 C 726, 10 C 882,
v.)		10 C 883, 10 C 884,
BCG PARTNERS, INC.)		10 C 885, 10 C 929)
)	
Defendant.)		Judge Virginia M. Kendall
_____)		
	)	Consolidated with:
TRADING TECHNOLOGIES)		
INTERNATIONAL, INC.)		Case No. 10 C 931
)	
Plaintiff,)		
v.)		Judge Virginia M. Kendall
TRADEHELM, INC.)		
)	
Defendant.)		
_____)		

CONSENT JUDGMENT

As a result of settlement of this action by virtue of a settlement agreement between the parties dated April 18, 2011 ("Settlement Agreement") (attached as Exhibit 1 hereto) which shall become effective upon entry of this Consent Judgment and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") and Defendant, TradeHelm, Inc. ("TradeHelm"), judgment is hereby entered against TradeHelm upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. TT commenced this action for patent infringement against TradeHelm on February 10, 2010. This action alleges infringement of U.S. Patent Nos. 6,766,304 (“304 patent”), 7,772,132 (“132 patent”), 7,212,999 (“999 patent”), and 7,533,056 (“056 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”) and 7,813,996 (“996 patent”). TradeHelm has received and reviewed a copy of the Complaint and Amended Complaints 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 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, ‘132, ‘411, ‘768, ‘382 and ‘996 patents are valid and enforceable.

5. TradeHelm has infringed the ‘411, ‘768, ‘382 and ‘996 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 ACtrader (a/k/a Professional Trader) and AMI (a/k/a Strategy Architect). Documentation describing the current version of ACtrader (a/k/a Professional Trader) and AMI (a/k/a Strategy Architect) is included in Exhibit 2.

6. Defendant TradeHelm, 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 ‘132, ‘304, ‘411, ‘768, ‘382 and ‘996

patents from infringing the '132, '304, '411, '768, '382 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 5 above including, without limitation, for use in electronically trading any item (e.g., futures, options, equities, fixed-income products, etc.).

7. Pursuant to the Settlement Agreement, TradeHelm shall pay to TT an amount in settlement of TT's claims for past damages arising from the claims of infringement of the patents-in-suit.

8. The Settlement Agreement resolves all claims in this action. Accordingly, TT's claims of patent infringement of the '999 and '056 patents are hereby dismissed with prejudice.

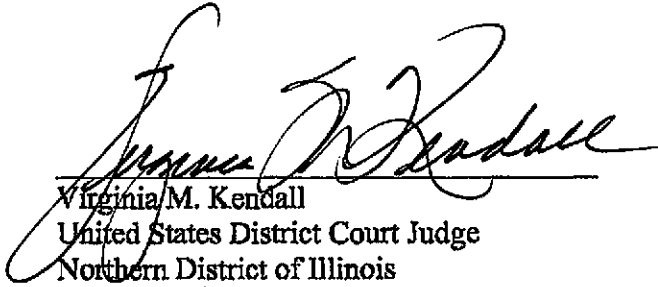
9. This Court shall retain jurisdiction over this case for purposes of enforcing the Consent Judgment and the Settlement Agreement between the parties pursuant to which the Consent Judgment is filed.

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

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

[Signatures on Following Page]

SO ORDERED

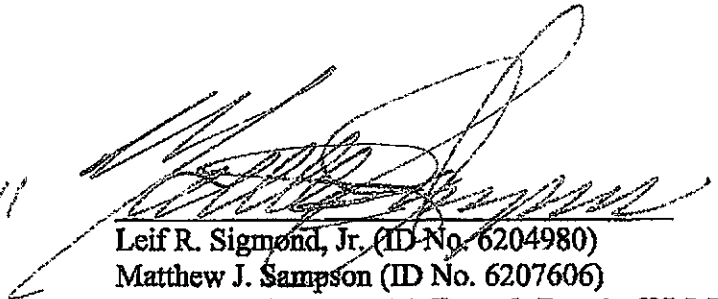


Virginia M. Kendall
United States District Court Judge
Northern District of Illinois

Date: 4-26-11

AGREED TO:

Dated: April 25, 2011

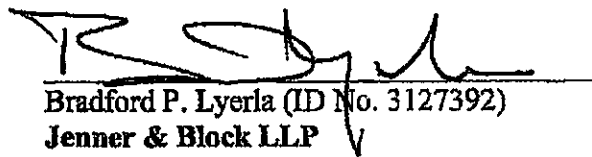


Leif R. Sigmund, Jr. (ID No. 6204980)
Matthew J. Sampson (ID No. 6207606)

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: April 25, 2011



Bradford P. Lyerla (ID No. 3127392)
Jenner & Block LLP

353 N. Clark Street
Chicago, IL 60654-3456
Tel.: (312) 923-2613
Fax.: (312) 527-0484

Attorneys for Defendant
TRADEHELM, INC.

Exhibit 1

to Ex. I (Consent Judgment)

SETTLEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") made this 18th day of April 2011 ("Execution Date") is by and between Trading Technologies International, Inc. ("TT"), a Delaware corporation and TTBD LLC, an Illinois Limited Liability Company ("TTBD"), each with its principal place of business at 222 South Riverside Plaza, Suite 1100, Chicago, Illinois, 60606, and TradeHelm, Inc., a Delaware corporation with its principal place of business at 527 S. Lewis Avenue, Suite 500, Tulsa, Oklahoma 74105 ("TradeHelm"). Each party herein also referred to as "Party" and collectively as "Parties."

WHEREAS, TT owns U.S. Patents Nos. 6,766,304 ("304 patent"), 6,772,132 ("132 patent"), 7,212,999 ("999 patent"), 7,533,056 ("056 patent"), 7,676,411 ("411 patent"), 7,693,768 ("768 patent"), 7,725,382 ("382 patent") and 7,813,996 ("996 patent") (collectively referred to as the "Patents-in-suit");

WHEREAS, there is a civil action pending in the United States District Court for the Northern District of Illinois, Eastern Division, Civil Action No. 10 CV 931 (the "Lawsuit") in which TT has charged TradeHelm with infringement of the patents-in-suit;

WHEREAS, TradeHelm admits that it has infringed the '411, '768, '382 and '996 patents;

WHEREAS, TT and TradeHelm wish to settle all issues with respect to claims of infringement under terms which will include TT granting to TradeHelm a nonexclusive license under TT's '056 patent for a royalty rate that the parties agree to as being discounted to the true value of the patented technology;

WHEREAS, TT and TTBD are willing to grant the license herein at a discounted royalty because, *inter alia*, TradeHelm is an early licensee of the TT Licensed Patents (defined below) and because of the specific restrictions contained herein;

WHEREAS, TT and TTBD are willing to grant the license herein at a discounted royalty for administrative convenience because the license is worldwide and requires payments of royalties for use of Licensed Products anywhere in the world as opposed to royalties based only on the usage of Licensed Products in countries in which there is patent protection;

WHEREAS, TradeHelm agrees such terms are reasonable and is willing to accept such terms.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, TT, TTBD, and TradeHelm agree as follows:

ARTICLE 1: DEFINITIONS

“Affiliate” means, with respect to any relevant Person at any particular time, any entity that, at that time: (i) controls; (ii) is controlled by; or (iii) is controlled by a Person that also controls such relevant Person, where “control” includes direct or indirect control, including any subsidiary, holding company or operating division of such Person from time to time. For avoidance of doubt, an entity shall be considered to be an Affiliate of such Person only so long as such control is in effect. Notwithstanding the foregoing, Affiliate shall not include any shareholder of a Party to this Agreement that owns less than 50% of the outstanding equity of the Party, nor any affiliate of such shareholder unless such an affiliate otherwise qualifies as an Affiliate.

“Always Centered Trading Screen” means an electronic trading screen on which trades may be made to an Exchange that displays at least one indicator representing the best bid and/or best ask price relative to a range of price levels in which the best bid price, best ask price or last traded price is continuously displayed in the center of the displayed range of prices (i.e., the center cell or one off of the center cell if an even number of rows are displayed). To qualify as an Always Centered Trading Screen, there can never be a mode or condition in which continuous display of the best bid price, best ask price or last traded price in the center described above does not occur. For example, the continuous display of such type of price in the center can never be disabled in anyway (e.g., turned off by user, turned off by software, temporarily disabled based on a location of mouse pointer, etc.).

“Applicable Trades” means all trades of at least one Base Unit of a Current Contract or a Subsequent Contract where the trade is the result of an order entered and/or modified using and/or sent to an exchange by a Licensed Product and twenty (20) percent of any trades of at least one Base Unit of a Current or Subsequent Contract where the trade is the result of an order that was not entered or modified using a Licensed Product but where the order could have been viewed and accessed with a Licensed Product at any time from the time the order was entered until the time the order was matched, filled or cancelled. Trades entered only in a simulated environment and not on an Exchange are not Applicable Trades. By way of example without limiting the foregoing, if an End User enters orders for a contract using a non-Licensed Product that results in trades, twenty (20) percent of such trades will be considered Applicable Trades if any End User had the capability of viewing and accessing the order with a Licensed Product (regardless of whether the order was in fact viewed or accessed by an End User with a Licensed Product).

“Automatic Repositioning Ladder” means a Ladder in which when the relevant market information changes such that the at least one indicator no longer corresponds to any of the displayed range of price levels, the displayed range of price levels is automatically (outside of the control of the user) repositioned to ensure that the at least one indicator remains displayed on the screen. In an Automatic Repositioning Ladder, the at least one indicator can never be permitted to move off the screen. The automatic repositioning must result in all of the price levels of the displayed range of price levels instantly changing positions. To qualify as an Automatic Repositioning Ladder, there can never be

a mode or condition in which automatic repositioning described above does not occur. For example, the automatic repositioning can never be disabled in anyway (e.g., turned off by user, turned off by software, temporarily disabled based on a location of mouse pointer, etc.).

“Base Unit” means (i) for futures and options on futures, a contract or lot; (ii) for fixed income cash products, a million dollar increment in such products; (iii) for currency cash products, a million dollar base currency value increment; (iv) for equities and ETFs, a share; (v) for equity/ETF options, a contract for 100 shares; and (vi) for OTC Energy Contracts/Energy Forward Contracts (and options thereon), a lot.

“Broker” means a Futures Commissions Merchant (“FCM”), a broker/dealer and/or an equivalent Person.

“Current Affiliates” means Affiliates of a Party as of the Execution Date that have undertaken to be bound by this Agreement pursuant to Section 8.2.

“Current Contracts” means futures, options on futures, currency cash products, fixed-income cash products, options on stocks and options on stock indexes that are in existence and actively traded electronically on an Exchange as of the Execution Date and all stocks and exchange traded stock funds (“ETFs”).

“Drifting Ladder” means a Ladder in which immediately after each and every change of market information that causes the at least one indicator to move relative to the displayed range of prices, the at least one indicator and the displayed range of price levels scrolls or drifts back towards the center at the rate of at least 9 pixels per second. To qualify as a Drifting Ladder, there can never be a mode or condition in which scrolling/drifts immediately after each and every change of market information described above does not occur. For example, the drifting/scrolling can never be disabled in any way (e.g., turned off by user, turned off by software, temporarily disabled based on a location of mouse pointer, etc.).

“Effective Date” means the date upon which the Court enters the Consent Judgment attached as Exhibit A.

“Electronic Trading Software” means software that permits an End User to electronically send orders to buy or sell to an electronic exchange and/or that sends orders on behalf of End Users to an electronic exchange.

“End User” means any individual with direct or indirect access to Licensed Products or a TT product on any computing device, including, but not limited to, a computer, workstation, or server.

“Exchange” means (i) any exchange, market or similar entity for trading futures, options on futures, currency cash products, stocks, or options that is designated as such by a recognized governmental regulatory agency; (ii) an inter-dealer brokerage that acts as an intermediary between dealers to trade fixed income cash (bond) products; and/or (iii)

with respect to currency product markets, any bank or other entity that makes markets for currency products.

"Have Made" or "Having Made" means having any product created with the assistance of third parties to a Party's specification and at a Party's direction and control. In no event shall a Have Made right granted to a Party be interpreted to include a right for that Party or any other Person to grant a sublicense to any third parties to utilize any licensed patents for any purpose other than creating or modifying the licensed products on that Party's behalf as set forth herein.

"Ladder" means an electronic trading screen on which trades may be made to an Exchange that displays at least one indicator representing the best bid and/or best ask price relative to a range of price levels (any level of which the at least one indicator may be displayed against) such that the at least one indicator moves relative to the range of price levels when the relevant market information changes.

"TT Licensed Patents" means the '056 patent and any reissue or reexamination thereof. TT Licensed Patents shall also include any continuation and/or divisional thereof and all foreign counterpart patents and counterpart applications thereto to the extent such a patent claims the same subject matter claimed in the '056 patent. TT Licensed Patents shall also include any patent owned or exclusively licensed (with the right to sublicense) by TT and/or any TT Affiliate during the Term of this Agreement which covers technology necessary to implement an Always Centered Trading Screen. Notwithstanding anything herein to the contrary, TT Licensed Patents shall not include the '999 patent and/or U.S. Patent No. 7,412,416 as such continuation patents do not claim the same subject matter claimed in the '056 patent and do not cover technology necessary to implement an Always Centered Trading Screen.

"Licensed Product" means an Always Centered Trading Screen made and/or Have Made by LICENSEE and used, sold, offered for sale, imported or otherwise distributed by or for LICENSEE that is covered by one or more claims of the TT Licensed Patents. For clarity, a Licensed Product includes an Always Centered Trading Screen performing a method covered by one or more claims of the TT Licensed Patents. Licensed Products are limited to the extent such software can be used to electronically trade Current and Subsequent Contracts and a product is only a Licensed Product if it connects to an Exchange through LICENSEE technology and is not a Licensed Product if it is modified to connect to an Exchange in some other manner. Licensed Products shall not include any product that is not an Always Centered Trading Screen (e.g., Licensed Products shall not include a Ladder).

"LICENSEE" means TradeHelm and any of its Affiliates that have undertaken to be bound by this Agreement pursuant to Section 8.2.

"LICENSEE Patents" means all patents worldwide owned or exclusively licensed (with the right to sublicense) by LICENSEE and issued as of the Effective Date, which are

limited to U.S. Patent Nos. 7,702,571 and 7,624,066, and Australian Patent Nos. 2006201985 and 2009200963. LICENSEE Patents shall also include any reissues, reexaminations, continuations, divisionals and foreign counterparts to any of the above-identified patents.

“LICENSEE Software” means software made and/or Have Made by LICENSEE and used, sold, offered for sale, imported or otherwise distributed by or for LICENSEE for electronic trading.

“Person” means (i) any individual, corporation, partnership, limited partnership, limited liability company, joint venture, trust, foundation, or other business entity, (ii) any non-profit trust, enterprise, or institution, or (iii) any governmental subdivision, agency, or entity.

“Subsequent Contracts” means futures, options on futures, currency cash products, fixed income cash products, options on stocks, and options on stock indexes that become actively traded electronically on an Exchange that are substantially similar to Current Contracts. For example and without in any way limiting the foregoing, a contract based upon the outcome of a presidential election would not be a Subsequent Contract.

“Term” means the period commencing on the Execution Date and ending on the last to expire of the TT Licensed Patents or an earlier termination date as allowed herein, whichever occurs first.

“Transition Period” means the 90-day period immediately following the Execution Date of this Agreement.

ARTICLE 2: LICENSE GRANTS

2.1. Subject to the receipt of any payments required by Article 4, TT and TTBD hereby grant to LICENSEE a worldwide, non-exclusive, non-transferable (except to a permitted successor in interest) license (without the right to sublicense) under the TT Licensed Patents, during the Term of this Agreement, to make, Have Made, use, sell, offer for sale, import or otherwise distribute any Licensed Products. The foregoing license grant is from TTBD with respect to usage of Licensed Products to trade securities. Notwithstanding the foregoing, TT and TTBD covenant not to sue LICENSEE’s customers and/or LICENSEE’s End Users for patent infringement (including inducement and contributory infringement) of a Licensed Patent for their use of Licensed Products that are obtained from, or given access by, LICENSEE and/or LICENSEE’s Affiliates both prior to and during the Term of this Agreement.

2.2. Upon expiration of the Transition Period, LICENSEE shall discontinue and disable its existing Ladder products and replace them with an Always Centered Trading Screen. Following expiration of the Transition Period and during the term of the ‘132, ‘304, ‘411, ‘768, ‘382 and ‘996 patents, LICENSEE agrees not to make, Have Made, use, sell, offer for sale, import or otherwise distribute any products covered by any claims of the ‘132, ‘304, ‘411, ‘768, ‘996 and ‘999 patents. LICENSEE does not contest that (1) an Automatic Repositioning Ladder or a Drifting Ladder with single action order entry at

locations corresponding to a price axis (“Auto Repositioning Single Action Ladder” or “Drifting Single Action Ladder”) is covered by at least the independent claims of the ‘411 and ‘768 patents, (2) that an Auto Repositioning Single Action Ladder or a Drifting Single Action Ladder that also permits multiple single action orders at locations corresponding to the price axis without requiring the quantity to be reset is also covered by at least the independent claims of the ‘996 patent, and (3) that an Auto Repositioning Single Action Ladder or a Drifting Single Action Ladder that also permits single action cancellation of working orders relative to the price axis is also covered by at least the independent claims of the ‘382 patent.

2.3. As partial consideration for the licenses granted by TT and TTBD to LICENSEE, LICENSEE hereby grants to TT and TT’s Affiliates a worldwide, non-exclusive, non-transferable license (without the right to sublicense) under LICENSEE Patents, during the Term of this Agreement to make, Have Made, use, sell, offer to sell, import and otherwise distribute any products and practice any methods covered by the LICENSEE Patents. Notwithstanding the foregoing, LICENSEE covenants not to sue TT and/or TT’s Affiliates’ customers and/or End Users for patent infringement for their use of products that practice at least one claim under LICENSEE Patents that are obtained from, or given access by, TT and/or TT’s Affiliates both prior to and during the Term of this Agreement.

2.4. Except as provided for in Sections 2.1 and 2.3, nothing in this Agreement shall be construed as providing any license, either express or implied, or a covenant not to sue under any intellectual property not specifically named herein.

ARTICLE 3: PAYMENT AND RELEASES

3.1. Within five (5) business days of the Effective Date, TradeHelm shall pay to TT past damages for patent infringement of Seventeen Thousand Dollars (\$17,000.00) (“Past Damages”). This payment represents a discounted estimation of TradeHelm’s past damages for past infringement by virtue of TradeHelm’s previous making, using, selling, offering for sale, importing and/or otherwise distributing of LICENSEE Software. The payment amount is based on TradeHelm’s best estimates of volumes using infringing software made during the period from April 1, 2010 to the end of the Transition Period. These rates are being applied to all estimated trades resulting from orders entered and/or modified in any Ladder in LICENSEE Software and to twenty percent (20%) of all estimated trades resulting from orders entered otherwise but that were accessible by a Ladder in LICENSEE Software during the lifecycle of the order. The Past Damages amount shall be non-refundable. Upon receipt of the above payment for Past Damages by TT, all Past Damages due and owing by TradeHelm shall be fully paid up.

3.2. TradeHelm shall make four (4) annual payments to TT of Forty-Eight Thousand Nine Hundred and Eighty-Five dollars (\$48,985.00) for the license granted in Section 2.1 (“Royalty”). The first payment shall be made within five (5) business days of the Effective Date. Each remaining payment shall be made on April 1 of each successive year. This Royalty represents a discounted estimation of what royalties TradeHelm would incur during the Term of this Agreement for the license granted in Section 2.1.

The Royalty is based on the Parties' prediction of the number of Applicable Trades during the Term. Each payment shall be non-refundable. Upon receipt of all four of the above Royalty payments by TT, TradeHelm's license hereunder shall be fully paid up for the entire length of the Term.

3.3. The Parties agree that the past damages and royalties set forth in Sections 3.1 and 3.2 above are discounts from the reasonable value of a license under the patented innovations. For example, LICENSEE acknowledges that (i) many of the patented innovations provide an advantage to Exchanges, FCMs and electronic traders such that the innovations increase the profitability of each of these entities and (ii) for an Exchange, FCM, and many traders that advantage is greater than the royalties set forth above, but rather would amount to a portion of the entity's profits which could be larger than such royalties. The Parties also agree that the past damages and royalties set forth in Sections 3.1 and 3.2 are discounted to reflect that the license granted herein is worldwide and requires payment of royalties for making, use and distribution of Licensed Products anywhere in the world as opposed to royalties based only on the making, usage and distribution of Licensed Products in countries in which there is a Licensed Patent. The Parties also agree that the royalties set forth in Section 3.2 are significantly discounted due to the restrictions on the type of permitted Licensed Products.

3.4. In exchange for the payment required by Sections 3.1 and 3.2, TT hereby releases, acquits and forever discharges TradeHelm and its directors, officers, members, employees, agents, attorneys, Current Affiliates and all persons acting by, through, under, or in concert with them of and from any and all claims, counterclaims (including compulsory counterclaims that could have been brought in the Lawsuit) or liability for infringement (including inducement and contributory infringement), known or unknown, of any of the Patents-in-suit by the manufacture, importation, use, sale, offer for sale, lease, license, offer for license or other disposition or distribution of LICENSEE Software prior to expiration of the Transition Period. TT further releases, acquits and forever discharges TradeHelm's customers and/or End Users from any and all claims, counterclaims or liability for infringement (including inducement and contributory infringement), known or unknown, of any of the Patents-in-suit by the use, sale, offer for sale, importation or other disposition or distribution of LICENSEE Software obtained from, or given access by, TradeHelm prior to expiration of Transition Period.

3.5. LICENSEE hereby releases, acquits and forever discharges TT and its Current Affiliates, directors, officers, members, agents, attorneys, employees and all persons acting by, through, under, or in concert with them of and from any and all claims, counterclaims (including compulsory counterclaims that could have been brought in the Lawsuit) or liability, known or unknown, (i) relating to the Patents-in-suit and/or the Lawsuit and arising prior to the Execution Date and (ii) for infringement (including inducement and contributory infringement) of any LICENSEE Patents by the manufacture, importation, use, sale, offer for sale, lease, license, offer for license or other disposition or distribution of any products prior to the Execution Date.

3.6. The payments due to TT pursuant to Sections 3.1 and 3.2 shall be paid by wire transfer to the following account:

Wire Transfer Account



ARTICLE 4: PATENT MARKING

4.1. Promptly following the Effective Date and throughout the Term, LICENSEE shall mark its Licensed Products with the following notation in a manner to be approved by TT, which approval shall not be unreasonably withheld (e.g., on a splash screen and/or an about box): “Licensed under Trading Technologies International, Inc.’s U.S. Patent No. 7,533,056”.

4.2 From the Effective Date and throughout the term of this Agreement, LICENSEE shall mark Licensed Products as instructed by TT with the following notion in a manner to be approved by TT, which approval shall not be unreasonably withheld (e.g., on a splash screen and/or about box): “Licensed under Trading Technologies International, Inc.’s U.S. Patent Nos. [INSERT APPLICABLE PATENT NUMBERS PER TT’S INSTRUCTIONS].”

4.3. LICENSEE agrees that TT, from time to time, can amend the form of the required notice set forth in Section 4.1 and/or of future notices pursuant to Section 4.2 to require LICENSEE to mark other TT Licensed Patents than the patents identified in the current instructions or to remove patents identified in the current instructions by providing TradeHelm with written notice of the specific patent(s) to be marked and the type of product(s) on which such patent(s) should be marked, *provided, however*, that such revised notices may only include references to patents that contain at least one claim that cover a feature in the product identified. Any such marking shall be done in a reasonable manner to be approved by TT, which approval shall not be unreasonably withheld (e.g., on a splash screen and/or an about box) and shall state “Licensed under Trading Technologies International, Inc.’s [the relevant patent(s)].”

4.4. TT shall indemnify, defend, and hold harmless LICENSEE and its directors, officers, members, employees (“Indemnified Entities”) from and against any and all liabilities, obligations, losses, penalties, actions, suits, claims, damages, and reasonable actual out-of-pocket expenses (including reasonable attorneys’ fees) that arise out of a claim made or action threatened against LICENSEE alleging LICENSEE’s false marking of TT Licensed Patents based on LICENSEE’s compliance with this Article 4, provided that LICENSEE:

4.4.1. notifies TT in writing as soon as reasonably practicable after becoming aware of any claim or threatened action;

4.4.2. notifies TT in writing as soon as reasonably practicable regarding all official and unofficial contacts regarding such claim or action;

4.4.3. affords reasonable assistance to TT (but only at the request of TT) in the defense of such claim; and

4.4.4. allows TT full control of the defense of the claim (including any compromise related to the claim) on LICENSEE's behalf; provided that TT will not without LICENSEE's prior written approval, which approval will not be unreasonably withheld or delayed, enter into any settlement or compromise, or agree to any judgment that requires an admission from LICENSEE or any monetary payment by LICENSEE.

4.5. Notwithstanding anything herein to the contrary, TT shall have no liability for and no obligation to defend any LICENSEE or any Indemnified Entity against, any claim of false marking to the extent such claim arises from LICENSEE's failure to comply with TT's instructions regarding marking pursuant to Sections 4.1-4.3.

4.6. The remedies set forth in Section 4.4 shall be LICENSEE's sole and exclusive remedy and TT's sole and exclusive liability in the event of any false marking claim.

4.7. In the event TradeHelm has a good faith belief that a product change results in its current marking pursuant to TT's instructions as incorrect, then TradeHelm shall notify TT of such belief.

ARTICLE 5: TERM, TERMINATION AND ASSIGNABILITY

5.1. This Agreement shall become effective upon the Effective Date retroactive to the Execution Date and shall remain in full force and effect until the expiration of the Term unless it is terminated earlier as permitted in this Agreement. Upon the expiration of the Term or any earlier termination, all provisions of this Agreement (including any license rights granted herein) shall terminate except as provided in Section 5.5.

5.2. Any Party to this Agreement (a "Notifying Party"), in addition to any other remedies that it may have, may at its election terminate this Agreement, effective upon written notice to another Party (an "Affected Party"), in the event of a material default or material breach by the Affected Party of any of its obligations under this Agreement which default or breach remains uncured thirty (30) days after the Notifying Party gives the Affected Party written notice thereof. TT and TTBD, in addition to any other remedies they may have, may at their election terminate this Agreement or the licenses granted by TT and/or TTBD hereunder, effective upon written notice to TradeHelm, in the event any of the following actions is committed by or occurs with respect to LICENSEE: (i) LICENSEE's admission in writing of its inability to pay its debts generally as they become due or making of an assignment for the benefit of creditors; (ii) LICENSEE's institution of or consent to the filing of a petition in bankruptcy; (iii) the appointment of a receiver for all or substantially all of the property of LICENSEE; (iv)

the institution by LICENSEE of any proceedings for the liquidation or winding up of LICENSEE's business or the termination of its corporate charter; (v) a court's determination that the LICENSEE is bankrupt or insolvent; or (vi) LICENSEE's failure to make any other payment required herein. Upon termination of this Agreement, TradeHelm shall remain obligated to provide an accounting for and to pay all monies due to TT up to the date of the termination.

5.3. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. LICENSEE shall not be permitted to transfer or assign any rights granted hereunder without TT's prior written approval, any such attempted assignment shall be void, and upon the occurrence of any such attempted assignment, TT may, in its sole discretion, terminate the Agreement or the licenses granted hereunder after no less than ninety (90) days prior written notice to TradeHelm. TT shall not be permitted to transfer or assign the rights granted in Section 2.3 without Tradehelm's prior written approval, any such attempted assignment shall be void, and upon occurrence of any such attempted assignment, Tradehelm may, in its sole discretion, terminate the Agreement after no less than ninety (90) days prior written notice to TT. In the event that LICENSEE or TT (i) merges, consolidates, sells or transfers all or substantially all of its assets or ownership interest to a third party; (ii) merges into or with a third party; or (iii) enters into or takes part in any other transaction or series of transactions that result in a change of control of LICENSEE or TT, then the licenses granted hereunder may be transferable to the surviving or succeeding entity only to the extent the other Party provides prior written approval, which shall not be unreasonably withheld or delayed. Should TT or TTBD transfer rights in any of the TT Licensed Patents or LICENSEE Patents sufficient to vest a right to sue for patent infringement in a third party, TT or TTBD shall require, as a condition of the transfer of rights, that the third party abide by any relevant covenants not to sue contained herein and agree to require any and all potential further transferees to abide by any relevant covenants not to sue contained herein. Should LICENSEE transfer rights in any of the LICENSEE Patents sufficient to vest a right to sue for patent infringement in a third party, LICENSEE shall require, as a condition of the transfer rights, that the third party abide by any relevant covenants not to sue contained herein and agree to require any and all potential further transferees to abide by any relevant covenants not to sue contained herein.

5.4. No failure or delay on the part of either Party in exercising its right of termination or cancellation hereunder for any one or more causes shall be construed to prejudice its right of termination or cancellation for such or any other or subsequent cause.

5.5. The following provisions shall survive termination of this Agreement: Sections 2.1, 2.3 and Article 3 with respect only to acts performed prior to the date of termination, Sections 2.2, 3.4 and 3.5, and Articles 5, 6, 7, 9.1, and 10.

ARTICLE 6: TERMINATION OF CIVIL ACTION

6.1. Promptly after the Execution Date, TT and LICENSEE shall cause their respective attorneys to execute and file with the court in the Lawsuit a Consent Judgment in the form attached hereto as Exhibit A.

6.2. The parties agree that the Consent Judgment shall remain in full force and effect until the expiration of the '304, '132, '411, '768, '382 and '996 patents. In the event that LICENSEE materially breaches or defaults under the terms of this Agreement, and fails to cure such material breach or default within thirty (30) days of notice thereof, then TT may seek immediate enforcement of the permanent injunctions set forth in the Consent Judgment together with any other available remedies.

ARTICLE 7: PRESS RELEASE

7.1 Promptly following the Effective Date, the Parties shall jointly release the press release attached hereto as Exhibit B for general publication and release to the media. The Parties may provide copies of the Agreement to and communicate to third parties facts regarding the terms of this Agreement.

ARTICLE 8: REPRESENTATIONS AND WARRANTIES

8.1. The Parties represent and warrant that the terms and conditions of this Agreement do not violate their respective Certificates of Incorporation or By-laws and do not conflict with any other agreements to which they are a party or by which they are bound.

8.2. Each Party represents and warrants that all of its Affiliates shall undertake all obligations contained herein as if such Affiliates were directly named as parties to this Agreement. Notwithstanding the foregoing, no right granted under this agreement shall extend to any Affiliate unless expressly stated herein.

8.3. LICENSEE represents and warrants that as of the Execution Date the following list of software identifies the only Electronic Trading Software that LICENSEE has made, Have Made, used, sold, offered for sale, imported or otherwise distributed since July of 2004: ACtrader (a/k/a Professional Trader) and AMI (a/k/a Strategy Architect).

8.4 LICENSEE represents and warrants that it shall not in any way practice the TT Licensed Patents except pursuant to the license granted under this Agreement.

8.5. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE PARTIES MAKE NO WARRANTIES EITHER EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION AS TO THE VALIDITY OR ENFORCEABILITY OF ANY PATENTS LICENSED HEREUNDER AND ANY WARRANTY THAT ANY PRODUCT OR METHOD LICENSED HEREUNDER DOES NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PERSON. EXCEPT AS EXPRESSLY PROVIDED IN ARTICLE 5, EACH PARTY DISCLAIMS ANY

UNDERTAKING OF THE OTHER PARTY TO INDEMNIFY, DEFEND OR HOLD SUCH PARTY HARMLESS FROM ANY DAMAGES OR COSTS ARISING FROM ANY CLAIM THAT THE OTHER PARTY'S EXERCISE OF THE INTELLECTUAL PROPERTY RIGHTS LICENSED UNDER THIS AGREEMENT INFRINGES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PERSON.

8.6. TradeHelm represents and warrants that as of the Execution Date, the following lists all of TradeHelm's Affiliates: Viridian, S.A.

8.7. TTBD represents and warrants that it does not own and cannot enforce any patents.

8.8. LICENSEE represents and warrants that prior to the Effective Date, the only Ladders that it has made, Have Made, sold, offered for sale, imported and/or otherwise distributed are Automatic Repositioning Ladders and that prior to the Effective Date it has never infringed any claims of the '132 and/or '304 patents.

ARTICLE 9: CHALLENGE OF PATENTS

9.1. LICENSEE agrees that the '132, '304, '411, '768, '382, and '996 patents and the foreign counterparts thereto ("Brumfield Patents") are valid and enforceable. LICENSEE further agrees that it shall not directly or indirectly challenge or oppose the validity, enforceability or patentability of any claims of the Brumfield Patents including, without limitation, directly or indirectly aiding or assisting any Person in challenging or opposing the validity, patentability or enforceability of any claims of the Brumfield Patents, including participating in any action contesting the validity of any of these patents or in a reexamination or opposition of any of these patents.

9.2. For the Term, LICENSEE agrees that the TT Licensed Patents are valid and enforceable. For the Term, LICENSEE further agrees that it shall not directly or indirectly challenge or oppose the validity, enforceability or patentability of any claims of the TT Licensed Patents (or foreign counterparts thereto) including, without limitation, directly or indirectly aiding or assisting any Person in challenging or opposing the validity, patentability or enforceability of any claims of the TT Licensed Patents, including participating in any action contesting the validity of any of these patents or in a reexamination of any of these patents.

9.3. Notwithstanding anything to the contrary herein, LICENSEE is completely free to license and attempt to license its intellectual property rights to others, including but not limited to U.S. Patent No. 7,624,066, and such actions shall under no circumstances be considered a violation of any provision of this Agreement nor the Consent Judgment. Nor shall anything in this Agreement or the Consent Judgment be construed as limiting the scope, validity or enforceability of any LICENSEE Patent. In addition, LICENSEE may respond to a subpoena or court order for the production of information or to provide testimony without violating this Article 9.

ARTICLE 10: MISCELLANEOUS PROVISIONS

10.1. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior understandings, agreements or representations by or between the Parties, written or oral, that may have related in any way to the subject matter hereof.

10.2. Nothing contained in this Agreement shall be construed as:

10.2.1. a warranty or representation that the manufacture, sale, offer for sale, lease, import, use or other disposition of products and methods practiced under one or more patents licensed hereunder will be free from infringement of intellectual property rights of third parties, including patents, utility models, trade secrets, trademarks, trade names, copyrights, rights in mask works, or the like;

10.2.2. an agreement to bring or prosecute actions or suits against third parties for infringement or conferring any right to bring or prosecute actions or suits against third parties for infringement;

10.2.3. conferring any rights to use in advertising, publicity or other marketing activities any name, trademark, or other designation of either Party hereto. Notwithstanding the foregoing, the Parties shall issue a press release and may communicate with third parties pursuant to Article 7;

10.2.4. conferring by implication, estoppel or otherwise upon either Party hereunder any license or other right except the licenses and rights expressly granted hereunder to a Party hereto; or

10.2.5. an obligation to furnish any technical assistance or information or know-how.

10.3. Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communications hereunder shall be deemed duly given (i) three (3) business days after it is sent by registered or certified mail, return receipt requested, proper postage prepaid, (ii) one (1) business day following transmission by facsimile when receipt is electronically confirmed (provided that the original shall be contemporaneously sent by first class mail), or (iii) one (1) business day following deposit with a recognized national overnight courier service for next day delivery, charges prepaid, and, in each case, addressed to the intended recipient as set forth below:

If to LICENSEE:

TradeHelm, Inc.
527 S. Lewis Avenue
Suite 500
Tulsa, Oklahoma 74105
Attention: Braden Janowski

If to TT:

Trading Technologies International, Inc.
222 South Riverside Plaza
Suite 1100
Chicago, Illinois 60606
Attention: General Counsel

If to TTBD

TTBD, LLC
222 South Riverside Plaza
Suite 1100
Chicago, Illinois 60606
Attention: General Counsel

Any Party may give any notice, request, demand, claim or other communication hereunder using any means not specified above (including personal delivery, expedited courier, messenger service, telex or electronic mail), but no such notice, request, demand, claim or other communication given in such other manner shall be deemed to have been duly given unless and until it is actually delivered to the individual for whom it is intended. Any Party may change the address or designated recipient to which notices, requests, demands, claims or other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

10.4. **Amendments and Waivers.** No amendment of any provision of this Agreement shall be valid unless the same is in writing and signed by the affected Parties. No waiver of any default, misrepresentation or breach of this Agreement shall be valid unless the same is in writing and signed by the Party granting such waiver. No waiver by any Party of any default, misrepresentation or breach of this Agreement, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence of such kind.

10.5. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the invalid or unenforceable term or provision in any other situation or in any other jurisdiction. If a final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power, which power the Parties hereby request such court to exercise, to reduce the scope, duration or geographic limitation of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

10.6. **Captions.** The section numbers and captions used in this Agreement are for convenience only and shall not be used in interpreting in this Agreement.

10.7. **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Illinois, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois. The parties agree that the United States District Court for the Northern District of Illinois, Eastern Division shall have jurisdiction over matters relating to this Agreement, including the right to enforce this Agreement and/or the Consent Judgment.

10.8. **Independent Contractors.** Nothing herein shall be construed to create any relationship of agent and principal, partnership, joint venture, or employee/employer between the Parties. Neither Party shall have the authority or right, or represent that it has such authority, to bind or obligate the other Party.

10.9. The Parties acknowledge that they have entered into this Agreement of their own free will, and have not relied on any inducement by the other Party to enter into this Agreement (even if such inducement occurred), nor have they relied on any warranty or representation by the other Party not explicitly set forth in this Agreement (even if such warranties or representations were made).

10.10. Each Party agrees that, now and in the future, the Party will not make any disparaging or derogatory statements in relation to this Agreement or about the other Party to the public or the Party's employees or engage in any conduct that would impugn, malign, denigrate, or otherwise harm the good will or public image of the other Party with respect to this Agreement. The Parties agree that any comments made to the public or to a Party's employees regarding this Agreement that accurately describe terms and/or conditions of this Agreement shall not violate this Section 10.10.

10.11. **Construction.** The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumptions or burdens of proof shall arise favoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Each gender-specific term used herein has a comparable meaning whether used in a masculine, feminine or gender-neutral form. The term "include" and its derivatives shall have the same construction as the phrase "include, without limitation," and its derivatives. The exhibits identified in this Agreement are incorporated by reference and made a part hereof.

10.12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.13. **Directly or Indirectly.** Where any provision of this Agreement refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether the action in question is taken directly or indirectly by such Person.

10.14. **Governmental Compliance.** LICENSEE and TT shall abide by all applicable export laws and regulations relating to the use and distribution of the Licensed Products or products licensed under LICENSEE Patents as applicable and shall not market or distribute any Licensed Products to customers outside of the United States in violation of any laws and regulations of the United States or any other country or sovereign nation applicable to sales outside of the United States.

10.15. **Compliance with Laws.** The Parties agree to comply and do all things necessary to enable the other Party to comply with all applicable federal, state and local laws, regulation and ordinances, including but not limited to the regulations of the United States Government as they relate to this Agreement.

10.16. **Notice of Events Affecting Performance.** Each Party shall promptly provide written notification to the other Party of, including a description of, the impending and/or actual occurrence of any of the following events:

10.16.1. insolvency proceedings that may adversely affect a Party's performance under this Agreement; and

10.16.2. any other factor or event which may detrimentally affect a Party's ability to meet the requirements of this Agreement.

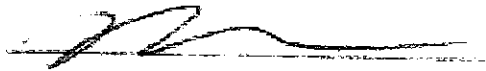
10.17. **Force Majeure.** Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event. If a Force Majeure continues for a period of 3 months or more, the other party may (without affecting the accrued rights and obligations of each party as of that date) terminate this agreement immediately by notice to the other party.

10.18. **Enforcement Expenses.** In the event of any dispute arising out of the subject matter of this Agreement that is resolved by litigation, the prevailing Party shall recover, in addition to any other damages assessed, its reasonable expenses, including attorneys' fees and costs, incurred in resolving such dispute.

[Signatures on Following Page]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed as of the date first written above by its duly authorized representatives.

TRADEHELM, INC.

By: 

Name: Braden Janssen

Title: CEO

TRADING TECHNOLOGIES INTERNATIONAL, INC.

By: 

Name: Michael A. Ryan

Title: EVP & General Counsel

TTBD LLC

By: 

Name: Michael A. Ryan

Title: Counsel

Exhibit A

CONSENT JUDGMENT

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

_____)	
	)	Case No. 10 C 715
TRADING TECHNOLOGIES	)	(Consolidated with:
INTERNATIONAL, INC.	)	10 C 716, 10 C 718,
	)	10 C 720, 10 C 721,
	)	10 C 726, 10 C 882,
	)	10 C 883, 10 C 884,
v.	)	10 C 885, 10 C 929)
)	
BCG PARTNERS, INC.)	
	)	Judge Virginia M. Kendall
)	
)	
_____	)	Consolidated with:
)	
TRADING TECHNOLOGIES)	
INTERNATIONAL, INC.)	Case No. 10 C 931
)	
)	
)	Judge Virginia M. Kendall
v.)	
)	
TRADEHELM, INC.)	
)	
)	
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_____)	

CONSENT JUDGMENT

As a result of settlement of this action by virtue of a settlement agreement between the parties dated April 18, 2011 ("Settlement Agreement") (attached as Exhibit 1 hereto) which shall become effective upon entry of this Consent Judgment and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") and Defendant, TradeHelm, Inc. ("TradeHelm"), judgment is hereby entered against TradeHelm upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. TT commenced this action for patent infringement against TradeHelm on February 10, 2010. This action alleges infringement of U.S. Patent Nos. 6,766,304 (“304 patent”), 7,772,132 (“132 patent”), 7,212,999 (“999 patent”), and 7,533,056 (“056 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”) and 7,813,996 (“996 patent”). TradeHelm has received and reviewed a copy of the Complaint and Amended Complaints 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 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, ‘132, ‘411, ‘768, ‘382 and ‘996 patents are valid and enforceable.

5. TradeHelm has infringed the ‘411, ‘768, ‘382 and ‘996 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 ACtrader (a/k/a Professional Trader) and AMI (a/k/a Strategy Architect). Documentation describing the current version of ACtrader (a/k/a Professional Trader) and AMI (a/k/a Strategy Architect) is included in Exhibit 2.

6. Defendant TradeHelm, 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 ‘132, ‘304, ‘411, ‘768, ‘382 and ‘996

patents from infringing the '132, '304, '411, '768, '382 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 5 above including, without limitation, for use in electronically trading any item (e.g., futures, options, equities, fixed-income products, etc.).

7. Pursuant to the Settlement Agreement, TradeHelm shall pay to TT an amount in settlement of TT's claims for past damages arising from the claims of infringement of the patents-in-suit.

8. The Settlement Agreement resolves all claims in this action. Accordingly, TT's claims of patent infringement of the '999 and '056 patents are hereby dismissed with prejudice.

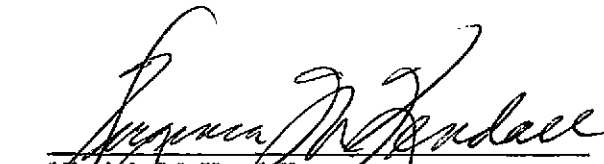
9. This Court shall retain jurisdiction over this case for purposes of enforcing the Consent Judgment and the Settlement Agreement between the parties pursuant to which the Consent Judgment is filed.

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

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

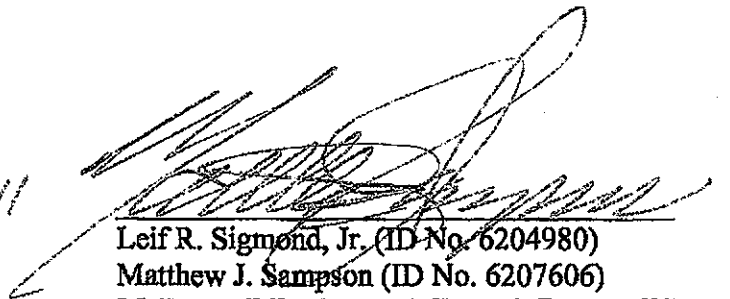
[Signatures on Following Page]

SO ORDERED


Virginia M. Kendall
United States District Court Judge
Northern District of Illinois
Date: 4-28-11

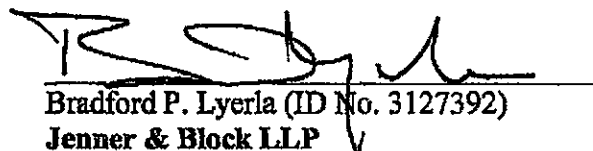
AGREED TO:

Dated: April 25, 2011


Leif R. Sigmond, Jr. (ID No. 6204980)
Matthew J. Sampson (ID No. 6207606)
McDonnell Boehnen Hulbert & Berghoff LLP
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**Attorneys for Plaintiff
TRADING TECHNOLOGIES
INTERNATIONAL, INC.**

Dated: April 25, 2011


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Fax.: (312) 527-0484

**Attorneys for Defendant
TRADEHELM, INC.**

Exhibit B

PRESS RELEASE



TRADING TECHNOLOGIES®

FOR IMMEDIATE RELEASE

Contact: Ray Carmichael
Vivid Ascent
312.346.2022
ray@vividascend.com



News Release

Braden Janowski
TradeHelm, Inc.
918.561.6950
braden.janowski@tradehelm.com

Trading Technologies and TradeHelm Settle Patent Lawsuit

CHICAGO, March __, 2011 – Trading Technologies International, Inc. (“TT”) and TradeHelm, Inc. (“TradeHelm”) today announced that they have agreed to settle a lawsuit pending in the United States District for the Northern District of Illinois in Chicago alleging that TradeHelm infringed various TT patents. Pursuant to the settlement, TradeHelm has redesigned the accused product and has paid for a worldwide license under several of TT’s patents. TT has the largest portfolio of electronic trading related patents, with over 190 U.S. issued patents and many pending patent applications covering various innovations.

About Trading Technologies

Trading Technologies (www.tradingtechnologies.com) develops high-performance trading software for derivatives professionals, including the world’s premier investment banks, proprietary traders, brokers, Futures Commission Merchants (FCMs), hedge funds and other trading institutions. The company’s X_TRADER® software and related services provide direct access to dozens of the major international derivatives exchanges. TTNET™, TT’s fully managed hosting solution, delivers maximum system stability and fast trade execution via hubs located close to the major exchanges in Chicago, New Jersey, London, Frankfurt, Singapore and Tokyo. Headquartered in Chicago with 11 offices globally, TT has received “best in class” awards from numerous independent third parties including *FOW*, *Buy-Side Technology*, *The Technical Analyst* and *Chicago* magazines as well as the Illinois Information Technology Association (ITA).

About TradeHelm

TradeHelm (www.tradehelm.com) engineers and implements custom algorithmic and correlation-based execution platforms. TradeHelm’s business model is to provide clients with a highly

**TradeHelm Reaches Patent License Agreement with TT
March __, 2011**

Page 2 of 2

specialized trading approach for implementing complex algorithmic trading strategies through an intuitive interface. The company's ACtrader[®] trading system is a multi-asset class alpha trading system that provides book aggregation for correlated financial instruments and single action trade execution. The company's Strategy Architect[™] algorithmic trading component is both an automated alpha trading system and an institutional position trading platform that allows traders to deploy multi-variate strategies consolidated within a finite state machine. Used together, these technologies allow firms to implement custom multi-asset class algorithmic strategies with efficient execution. TradeHelm has offices in Chicago, Tulsa and Buenos Aires.

###

Exhibit 2

to Ex. I (Consent Judgment)



Advanced Correlation and
Algorithmic Trading Solutions

The Tradetain platform is a leading execution platform for algorithmic and computer-based trading strategies. The Tradetain platform is specifically designed for use by institutional alpha traders and large buy-side position traders. Tradetain's AChart™ (Auto-Commission Traders) and AMI™ (Adaptive Modeling) technologies provide firms the ability to capture execution alpha that can previously be demonstrated using built-in monitoring tools.

The Tradetain platform is the result of years of research and development innovation that began at Goldman Financial Technologies, a leading capital markets technology development company. The technology has its roots in trading environments where statistical and latency arbitrage techniques are required to perform continuous market making or highly volatile instruments. This technology



The Tradetain business model focuses on a select group of institutional clients that seek execution alpha and rely on advanced technology to produce such alpha. Tradetain's clients may deploy a wide variety of strategies but all share our vision of leading the capital markets technology arms race.

Tradetain is distinguished in the long-term success of its client base from continuous product innovation and dedicated support. Contact Tradetain directly to find out how we can help you capture the Tradetain jump. Contact us at info@tradetain.com and www.tradetain.com.

Control Panel

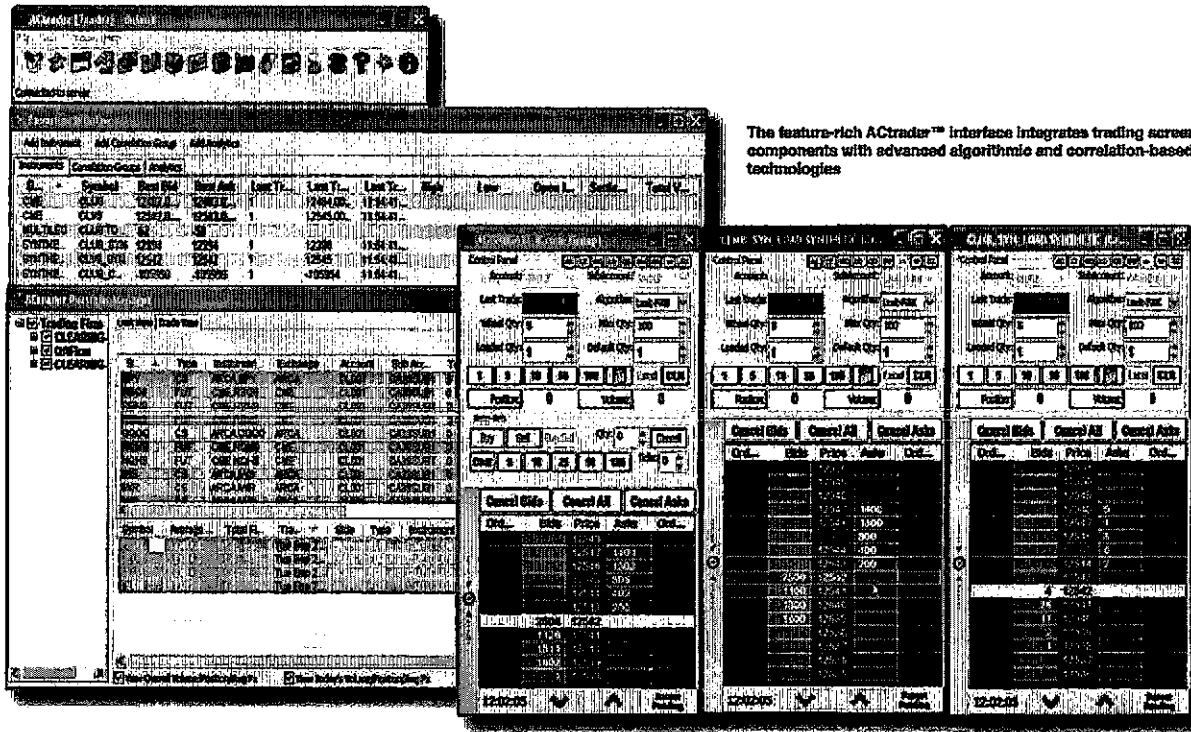
Cancel All Cancel All Cancel All

Orders	Bids	Price	Asks	Orders
100	83.74			
500	83.73			
100	83.72			
100	83.71			
100	83.70			
100	83.69			
100	83.68			
100	83.67			
100	83.66			
100	83.65			
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100	82.78			

Automated Correlation Trading Technology

The ACtrader™ trading system is the premier multi-asset class global trading platform that provides complete order book aggregation for correlated financial instruments across a multitude of electronic exchanges. ACtrader™ provides traders powerful execution technology including:

- **Optimized Multi-Asset Class Execution** - streamlining trading for optimal performance with the following features: single action buy/sell, order pre-calculation for expedited executions, distributed exchange gateways for load & bandwidth optimization and scalability
- **Synthetic Instrument Trading** - applying mathematics dynamically to an instrument to easily compare its pricing to another instrument
- **Correlation Group Trading** - providing aggregation or correlation of multiple instruments across multiple exchanges to appear as a single instrument for single action trading
- **Dynamic Price Highlighting** - identifying statistically similar price levels across correlated instruments through an automatic highlighting feature
- **Auto-Arb™ Opportunistic Arbitrage** - automatically executing buy and/or sell orders during mispricing events
- **Multi-Leg with Dynamic Limit Order Trading** - baskets/strategies can be viewed as synthetic instruments and can be traded on a vertically oriented interface



The feature-rich ACtrader™ interface integrates trading screen components with advanced algorithmic and correlation-based technologies

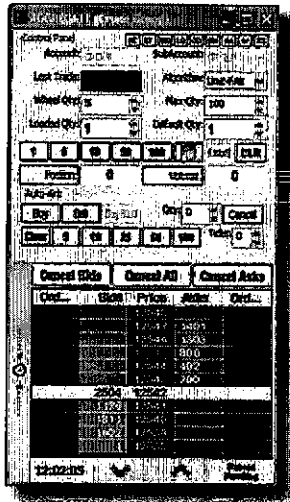


Integrated and Scalable

The ACtrader™ trading system is architected to be directly connectable to electronic exchanges and is easily scalable across additional hardware to increase performance and accommodate trading across many workstation clients. In addition to being scalable for high performance, ACtrader™ is architected elegantly and intelligently to optimize performance to the trader by taking advantage of best-practices of trading and computing. Examples include:

- Dynamic order pre-calculation
- Light market data subscriptions for non-trading interfaces
- Aggregate market data book re-use for minimization of mathematical computations
- Tiered mathematical calculations
- Publish/subscribe system-generated market data
- Conservative rounding (down-bids, up-asks)
- Auto-focus to trading windows on mouse-over

AC TRADER™ FEATURES



RapidTrader™ Trading Window

RapidTrader™ provides traders a dynamic, vertically-oriented trading interface that is highly efficient for multiple trading styles. RapidTrader™ incorporates traditional electronic trading functionality with advanced trading tools including:

Single Instrument Mode - "click trading" for either a synthetic or exchange-listed instrument

Correlated Mode - "level the playing field" by programmatically adjusting the prices of some instruments to look like others, and highlighting correlated price levels across all instruments in exchange listed or synthetic mode

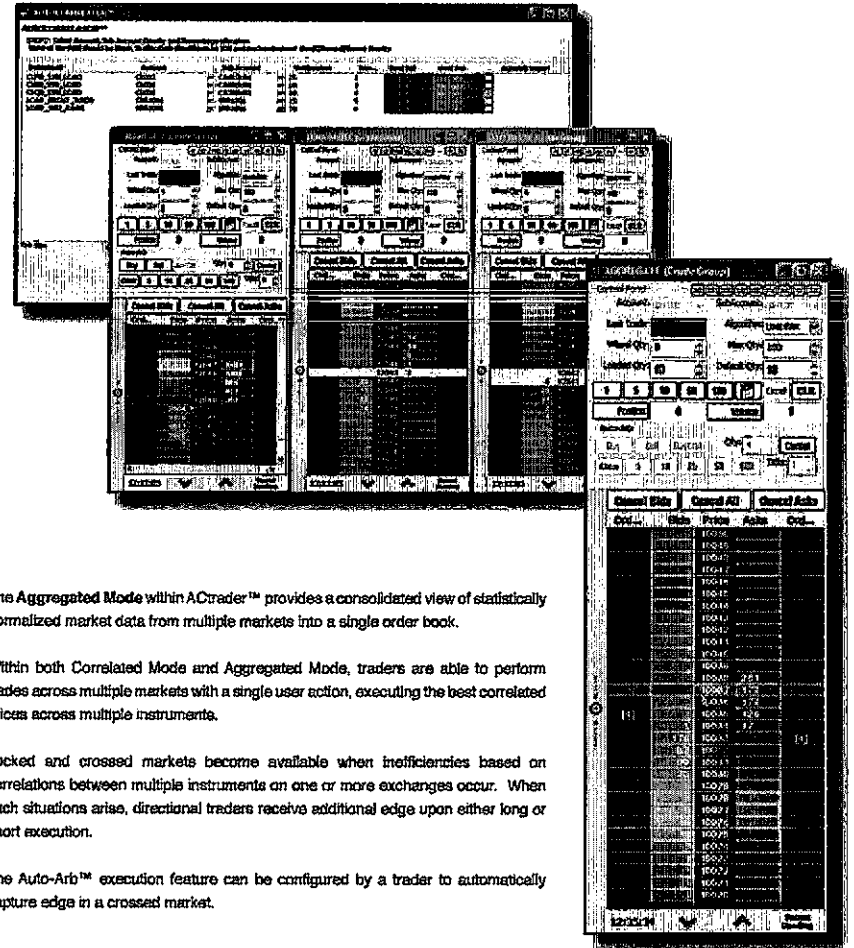
Aggregated Mode - "one click, best price trading" combines all instruments into a single aggregated ladder for single action trading across multiple instruments and multiple exchanges, simplifying the execution of complex trading strategies

Patent-Pending Pre-Calculation Technology

ACtrader™ pre-calculates parameterized trade order baskets in anticipation of a user's action given the cursor's position on the screen. Real-time order calculation occurs automatically based on cursor movements for efficient order execution.



The **Correlated Mode** within ACtrader™ provides traders a raw view of market data within multiple markets. Patent-pending technology enables traders to highlight a price level within one instrument and generate a highlighted view of comparable price levels for all instruments within the correlation group.



The **Aggregated Mode** within ACtrader™ provides a consolidated view of statistically normalized market data from multiple markets into a single order book.

Within both **Correlated Mode** and **Aggregated Mode**, traders are able to perform trades across multiple markets with a single user action, executing the best correlated prices across multiple instruments.

Locked and crossed markets become available when inefficiencies based on correlations between multiple instruments on one or more exchanges occur. When such situations arise, directional traders receive additional edge upon either long or short execution.

The **Auto-Arb™** execution feature can be configured by a trader to automatically capture edge in a crossed market.

Automated Predictive Trading Technology

TradeHelm's Adaptive Modeling Interface™ (AMI™) platform is a versatile extension of the ATrader™ trading system. AMI™ technology predicts, based on historical events, the future price of the financial instrument.

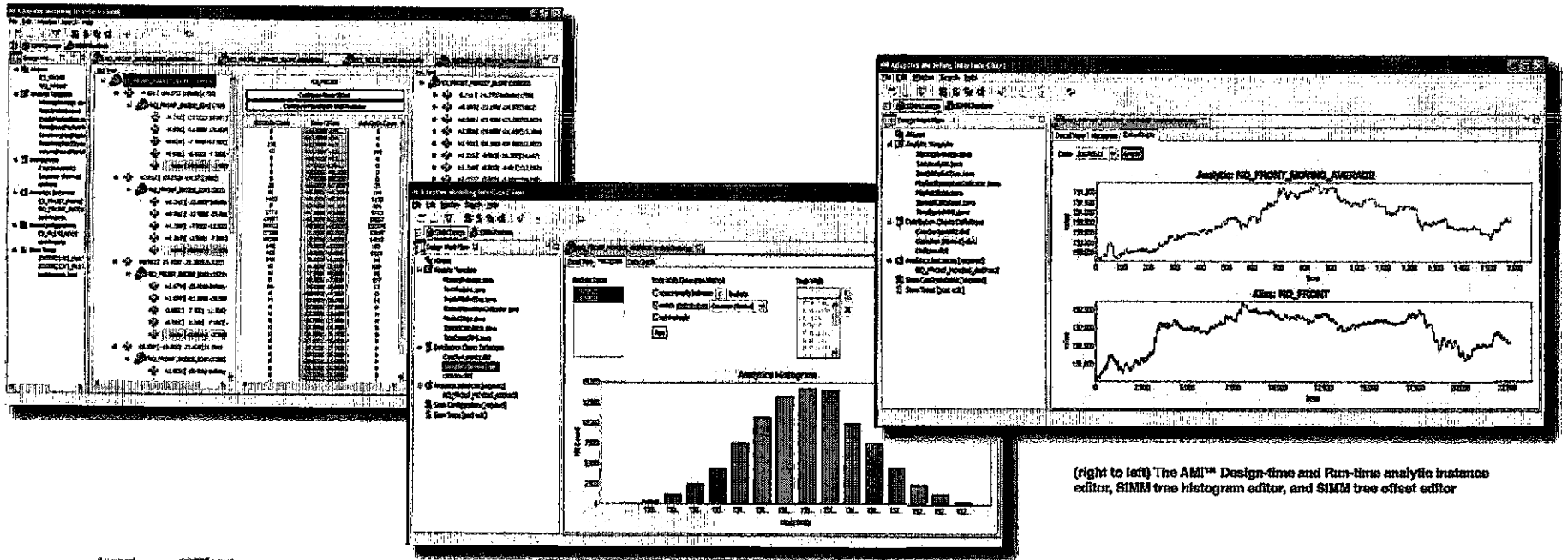
AMI™ technology employs a predictive modeling scheme to analyze data derived from selected financial instruments. Once a strategy is determined by the trader and implemented in the system, a pricing model within a decision tree is used to predict the future price of the financial instrument. Traders can compare results of the overall execution price to the market's volume-weighted average price (VWAP) to ensure that their strategy outperforms standard algorithms.

"Where will the market be 500 milliseconds from now?"

The AMI™ algorithmic trading platform provides traders a powerful tool to help answer a difficult question: "Where will the market be in x milliseconds?"

To determine the answer, AMI™ provides computational artificial intelligence to assist users in the creation of Single Instrument Market Maker (SIMM) decision trees.

SIMM trees are created through extensive historical data analysis and characterization into user-configured "nodes" (market states). As a result, the forward price movement of a given instrument - as explained by various market conditions - is distilled into an array of market states, otherwise known as a *finite state machine decision tree*.



(right to left) The AMI™ Design-time and Run-time analytic instance editor, SIMM tree histogram editor, and SIMM tree offset editor



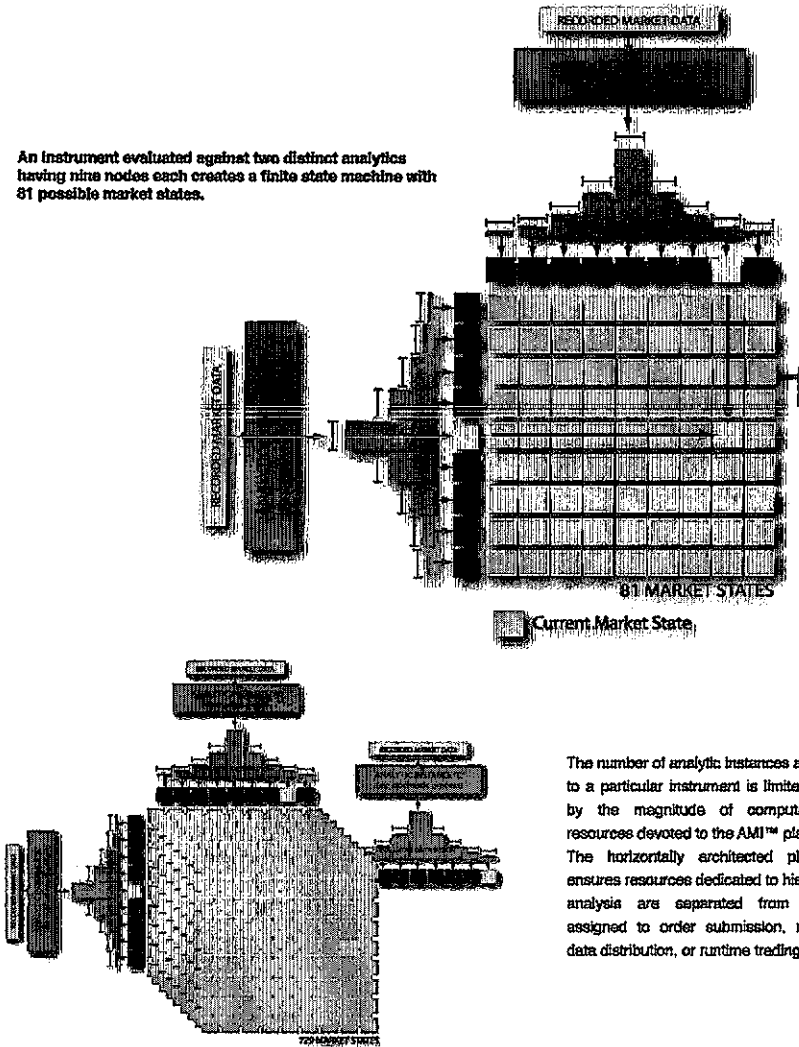
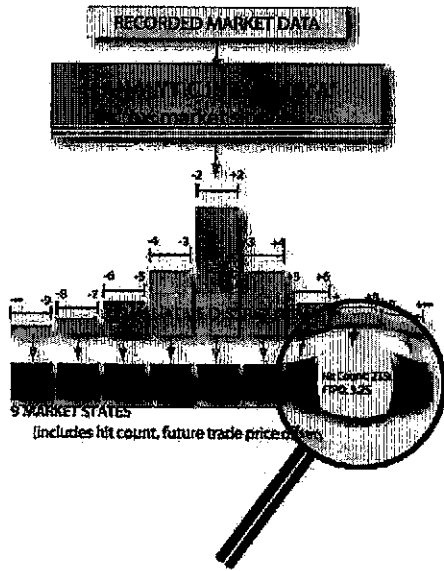


THE AMI™ FINITE STATE MACHINE DECISION TREE

The strength of AMI™ is found in the system's ability to distill the market into discrete states following complex analysis and normalization of historical market data. Once market states are defined, traders have a powerful tool that evaluates real-time book data against an array of market states to determine, based on historical analysis, where the market will be in the near future.

Once market data is recorded using built-in AMI™ recorders, traders can evaluate historical data against analytics such as market momentum, slope, simple moving average (SMA), exponential moving average (EMA), Bollinger bands, stochastic processes, or other custom analytics. The output of this analysis is then normalized using any number of built-in or customized distribution curves and placed into discrete market states. Stored in system memory, each market state contains an instance/hit count (how many times in the past the market was in that particular state) and a Future Trade Price Offset, referred to as the FTPO (the resulting forward price movement when the market is in that particular state).

When multiple analytics are applied to a given strategy, AMI™ creates all possible market states through permutation. Depending on user-defined statistical tolerances for a given market state, the FTPO is determined by traversing down the decision tree to the lowest analytic level.



An instrument evaluated against two distinct analytics having nine nodes each creates a finite state machine with 81 possible market states.

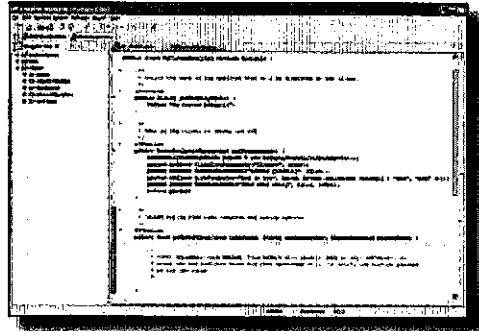
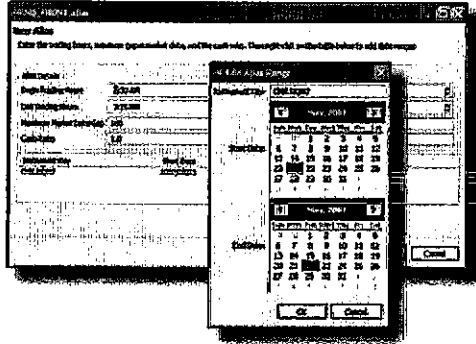
The number of analytic instances applied to a particular instrument is limited only by the magnitude of computational resources devoted to the AMI™ platform. The horizontally architected platform ensures resources dedicated to historical analysis are separated from those assigned to order submission, market data distribution, or runtime trading.

AM FEATURES

Instrument Aliases

The AMI™ algorithmic trading platform incorporates "instrument aliases" within both the back-testing and the execution engines so that algorithm models can be updated to take into account specific instrument changes such as contract rollover, stock splits, and corporate actions. As a result, instrument specifications can be abstracted from the core trading strategies.

Newly recorded market data can be continuously appended to an alias to ensure that the trader's strategy is determining the future price offsets using the appropriate underlying instruments.



Custom Data Analysis

There are an infinite number of price influences for any given market. Custom analytics can be created within the AMI™ algorithmic trading platform client, allowing traders to produce specific forward price indicators of the market's movement.

A workflow interface and built-in development environment is made available to users so that the majority of the analytic code is generated automatically based on the input parameter types and the purpose of the analytic.

By incorporating common code within both the back-testing engine and the execution engine, users are able to back-test and execute identical code paths during both "design-time" and "run-time."

The AMI™ statistical ladder interface

Algorithmic Trading Run-Time Interface

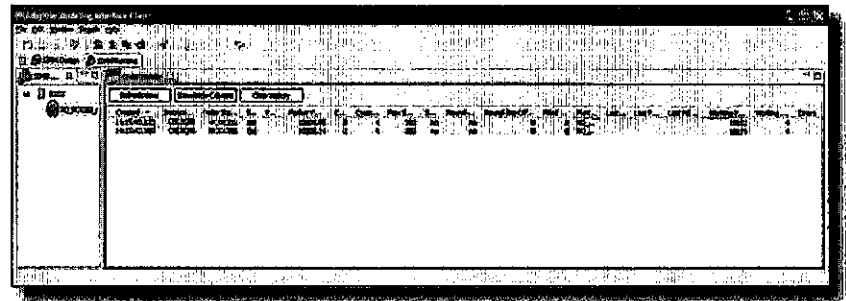
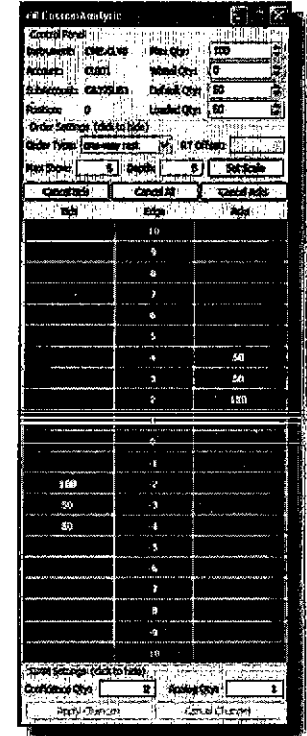
The AMI™ algorithmic trading platform provides a simple run-time user interface to configure & initiate automated trade orders.

At run-time, AMI™ converts the finite state machines (i.e. SIMMs) that are generated during back-testing into automated algorithmic trading processes. Users initiate automated trade sequences based on statistical offsets to the future trade price (as determined by the current market state). The order sequences are initiated in a "ladder" interface in a similar manner as the placement of native orders.

Fully Integrated with ATrader™

Orders can be monitored both through the RapidTrader™ window or the AMI™ platform's Order Monitor window. The Order Monitor allows users to track the progress of a continuously executing algorithmic strategy or compare a directional algorithmic trade with the market VWAP. The order status and VWAP comparisons are presented to the user in real-time.

The execution decision loops are performed with a high degree of precision and performance due to the fact that the entire SIMM tree is loaded into memory before executing a single contract / share. As a result, the AMI™ algorithmic trading platform is fast enough to perform highly competitive "latency arbitrage" strategies in environments where a user's network topology is configured to handle the data load.





A highly scalable service-oriented architecture enables ACrader™ to distribute "heavy lifting" across hardware components on the network.

The benefits of such a distributed architecture are realized in high-frequency trading environments and when large-scale correlation groups or automated algorithmic trading run-time services are deployed.

Scale, Simplicity, and Speed

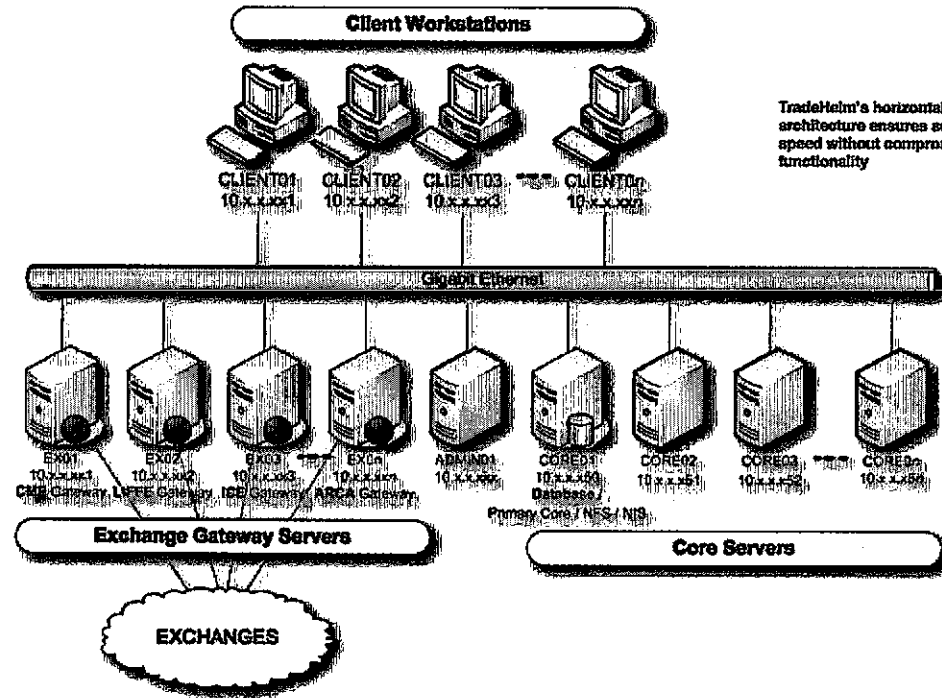
The ACrader™ architecture is designed with three primary types of components: Core Servers, Exchange Gateway Servers, and Client Trading Interfaces. The horizontal configuration of the architecture provides a highly scalable yet efficient path to perform data analysis, order creation, order submission, and trade execution.

Core and Exchange Gateway system components are typically housed in a co-location facility with redundant backup power and the proper connectivity to the various exchange servers. Since the architecture is scalable, the general rule is that algorithm complexity dictates the end-users' hardware processing requirements.

The ACrader™ software architecture is abstracted into four primary layers within the system. These layers are the Client layer, the Service layer, the Exchange layer, and the Core Layer. The typical deployment of the ACrader™ trading system consists of the Client and Service layers running on client desktops called Trading Workstations with LAN or VPN connectivity to the Exchange layer and supporting layers that are hosted in the data center. The Exchange layer is distributed to locations closer to their respective exchange match engine servers provided that sufficient WAN connectivity is available. Management and monitoring of the system is done from the firm's Network Operations Center.

Dedicated Implementation and Production Support

Due to the complexity of each client's legacy systems and their integration requirements, TradeHelm recognizes that no two client system implementations are the same. As part of the implementation process, TradeHelm provides clients with a dedicated support and consulting team who ensure the system is installed and optimized according to the specific needs of the client. Production support personnel are readily available to provide ongoing support following the initial installation. This design allows TradeHelm support personnel to leverage an intimate knowledge of each specific production implementation of the ACrader™ trading system.



TradeHelm's horizontal system architecture ensures scale and speed without compromising functionality

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McDonnell Boehnen Hulbert & Berghoff LLP

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November 15, 2011

VIA HAND DELIVERY

The Honorable Judge Sharon Johnson Coleman
United States District Court for the Northern District of Illinois
219 South Dearborn Street, Chambers 1460
Chicago, IL 60604

Re: *Rosenthal Collins Group v. Trading Technologies International, Inc.*
Case No. 05-CV-4088

Dear Judge Coleman:

Pursuant to a settlement between the parties, enclosed please find a consent judgment that the parties request be entered in this case. Please note that we have delivered a hard copy rather than submitting an electronic proposed order due to the inclusion of a DVD as an exhibit. Should you require anything else from the parties, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Carden', written over a horizontal line.

S. Richard Carden
312 935 2365 direct
carden@mbhb.com

cc: William F. Abrams, Esq.
Michael Conti, Esq.
Stacie Hartman, Esq.

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

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

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]

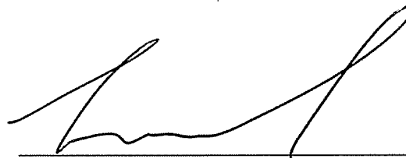
SO ORDERED

Dated: _____

Sharon Johnson Coleman
United States District Court Judge

AGREED TO:

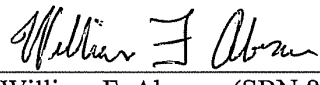
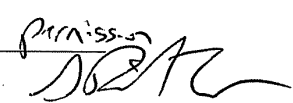
Dated: 11/15/11



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
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**Attorneys for Defendant
TRADING TECHNOLOGIES
INTERNATIONAL, INC.**

Dated: 11/15/11

 by 

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**

Exhibit 1

SETTLEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") made this 9th day of November 2011 ("Execution Date") is by and between Trading Technologies International, Inc. ("TT"), a Delaware corporation and TTBD LLC, an Illinois Limited Liability Company ("TTBD"), each with its principal place of business at 222 South Riverside Plaza, Suite 1100, Chicago, Illinois, 60606, and Rosenthal Collins Group, LLC, an Illinois Limited Liability Company with its principal place of business at 216 West Jackson Boulevard, Suite 400, Chicago, Illinois 60606 ("RCG"). Each party is also referred to herein as "Party" and collectively as "Parties."

WHEREAS, TT owns U.S. Patents Nos. 6,766,304 ("304 patent"), 6,772,132 ("132 patent"), 7,212,999 ("999 patent"), 7,533,056 ("056 patent"), 7,587,357 ("357 patent"), 7,613,651 ("651 patent"), 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") (collectively referred to as the "TT patents-in-suit");

WHEREAS, there are two civil actions pending in the United States District Court for the Northern District of Illinois, Eastern Division, Civil Action Nos. 05 C 04088 and 10 C 929 (currently consolidated under No. 10 C 715) (the "Lawsuits") in which TT has charged RCG with infringement of the TT patents-in- suit and RCG has charged TT with infringement of two of its patents;

WHEREAS, a default judgment has been entered in the 05 C 04088 lawsuit;

WHEREAS, TT owns a significant patent portfolio in the space of electronic trading and other related technologies that currently includes over 200 issued U.S. patents, many pending U.S. patent applications and related patents and patent applications throughout the world;

WHEREAS, TT has granted TTBD the non-exclusive right to grant non-exclusive licenses under TT's patents for the trading of securities where the royalty for such a license is transaction based;

WHEREAS, RCG admits that it has infringed the '304, '132, '411, '768, '382, '996 and '374 patents;

WHEREAS, TT and RCG wish to settle all issues with respect to claims of infringement under terms which will include TT granting to RCG a nonexclusive license under all of TT's patent portfolio (except certain patents defined herein) for a royalty rate that the parties agree to as being discounted to the true value of the patented technology and RCG will grant to TT a nonexclusive license as to certain of its patents (defined herein);

WHEREAS, TT and TTBD are willing to grant the license herein at a discounted royalty because, *inter alia*, RCG is an early licensee of the TT Licensed Patents (defined below) and because of the specific restrictions contained herein;

WHEREAS, TT and TTBD are willing to grant the license herein at a discounted royalty for administrative convenience because the license is worldwide and requires payments of royalties based on all trades through LICENSEE Software, as opposed to royalties based only on the usage of specific products and because the license requires payments of royalties for use of LICENSEE Software anywhere in the world as opposed to royalties based only on the usage of LICENSEE Software in countries in which there is patent protection.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, TT, TTBD, and RCG agree as follows:

ARTICLE 1: DEFINITIONS

“Affiliate” means, with respect to any relevant Person at any particular time, any entity that, at that time: (i) controls; (ii) is controlled by; or (iii) is controlled by a Person that also controls such relevant Person, where “control” includes direct or indirect control, including any subsidiary, holding company or operating division of such Person from time to time. For avoidance of doubt, an entity shall be considered to be an Affiliate of such Person only so long as such control is in effect.

“API” means an application program interface or other software that permits a third party to interface with a Party’s technology.

“Applicable Trade” means a trade of at least one Base Unit of a Current Contract or a Subsequent Contract where the trade is the result of an order entered and/or modified using and/or sent to an exchange by any LICENSEE Software, including a trade that is the result of an order generated by a third party’s software and sent to an exchange through a LICENSEE API. Trades entered only in a simulated environment and not on an Exchange are not Applicable Trades.

“Automatic Repositioning Ladder” means a Ladder in which when the relevant market information changes such that the at least one indicator no longer corresponds to any of the displayed range of price levels, the displayed range of price levels is automatically (outside of the control of the user) repositioned to ensure that the at least one indicator remains displayed on the screen. In an Automatic Repositioning Ladder, the at least one indicator can never be permitted to move off the screen. The automatic repositioning must result in all of the price levels of the displayed range of price levels instantly changing positions. To qualify as an Automatic Repositioning Ladder, there can never be a mode or condition in which automatic repositioning described above does not occur. For example, the automatic repositioning can never be disabled in anyway (e.g., turned off by user, turned off by software, temporarily disabled based on a location of mouse pointer, etc.).

“Base Unit” means (i) for futures and options on futures, a contract or lot; (ii) for fixed income cash products, a million dollar increment in such products; (iii) for currency cash products, a million dollar base currency value increment; (iv) for equities and ETFs, a share; (v) for equity/ETF options, a contract for 100 shares; and (vi) for OTC Energy Contracts/Energy Forward Contracts (and options thereon), a lot.

“Broker” means a Futures Commissions Merchant (“FCM”), a broker/dealer and/or an equivalent Person.

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“Current Affiliates” means Affiliates of a Party as of the Execution Date that have undertaken to be bound by this Agreement pursuant to Section 11.2.

“Current Contracts” means futures, options on futures, currency cash products, fixed-income cash products, options on stocks and options on stock indexes that are in existence and actively traded electronically on an Exchange as of the Execution Date and all stocks and exchange traded stock funds (“ETFs”).

“Drifting Ladder” means a Ladder in which immediately after each and every change of market information that causes the at least one indicator to move relative to the displayed range of prices, the at least one indicator and the displayed range of price levels scrolls or drifts back towards the center at the rate of at least 9 pixels per second. To qualify as a Drifting Ladder, there can never be a mode or condition in which scrolling/drifts immediately after each and every change of market information described above does not occur. For example, the drifting/scrolling can never be disabled in any way (e.g., turned off by user, turned off by software, temporarily disabled based on a location of mouse pointer, etc.).

“Effective Date” means the date that is the later of the dates upon which the Court enters the Consent Judgments attached as Exhibits A and B.

“Electronic Trading Software” means software that permits an End User to electronically send orders to buy or sell to an electronic exchange and/or that sends orders on behalf of End Users to an electronic exchange.

“End User” means any individual with direct or indirect access to LICENSEE Software or a TT product on any computing device, including a computer, workstation, or server.

“Exchange” means (i) any exchange, market or similar entity for trading futures, options on futures, currency cash products, stocks, or options that is designated as such by a recognized governmental regulatory agency; (ii) an inter-dealer brokerage that acts as an intermediary between dealers to trade fixed income cash (bond) products; and/or (iii) with respect to currency product markets, any bank or other entity that makes markets for currency products.

“Excluded Patent Claims” means applicable claims of any existing or future TT patent that cover technology that is useful only for an electronic exchange (e.g., matching engine technology) and do not cover technology useful for other purposes (e.g., order entry screens), including the claims of U.S. Patent Nos. 7,539,640, 7,555,457, 7,801,806, 7,747,493, 7,769,652, 7,461,026, 7,752,115, and 7,756,782.

“Have Made” or “Having Made” means having any product created with the assistance of third parties to a Party’s specification and at a Party’s direction and control. In no event shall a Have Made right granted to a Party be interpreted to include a right for that Party or any other Person to grant a sublicense to any third parties to utilize any licensed patents for any purpose other than creating or modifying the licensed products on that Party’s behalf as set forth herein.

“Ladder” means an electronic trading screen on which trades may be made and sent to an Exchange that displays at least one indicator representing the best bid and/or best ask price relative to a range of price levels (any level of which the at least one indicator may be displayed against)

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such that the at least one indicator moves relative to the range of price levels when the relevant market information changes.

“TT Licensed Patents” means all patents and patent applications worldwide owned or exclusively licensed (with the right to sublicense) by TT and/or any TT Affiliate during the Term of this Agreement related to electronic trading except any Excluded Patent Claims;

“Licensed Products” means software or products made and/or Have Made by LICENSEE and used, sold, offered for sale, imported or otherwise distributed by or for LICENSEE that is covered by one or more claims of the TT Licensed Patents. For clarity, a Licensed Product includes a product performing a method covered by one or more claim of the TT Licensed Patents. With respect to Electronic Trading Software, Licensed Products are limited to the extent such software can be used to electronically trade Current and Subsequent Contracts.

“LICENSEE” means RCG and any of its Affiliates that have undertaken to be bound by this Agreement pursuant to Section 11.2.

“LICENSEE Patents” means all patents and patent applications worldwide owned or exclusively licensed (with the right to sublicense) by LICENSEE during the Term of this Agreement relating to electronic trading.

“LICENSEE Software” means software made and/or Have Made by LICENSEE and used, sold, offered for sale, imported or otherwise distributed by or for LICENSEE for electronic trading. For the avoidance of doubt, LICENSEE Software does not include software whose primary purpose is to permit LICENSEE to manage risk associated with electronic trading, software used by LICENSEE that is required or recommended by any exchange for regulatory monitoring purposes or software used by LICENSEE for post-trade functions, bookkeeping, accounting or reporting account transactions or positions to customers.

“Person” means (i) any individual, corporation, partnership, limited partnership, limited liability company, joint venture, trust, foundation, or other business entity, (ii) any non-profit trust, enterprise, or institution, or (iii) any governmental subdivision, agency, or entity.

“Subsequent Contracts” means futures, options on futures, currency cash products, fixed income cash products, options on stocks, and options on stock indexes that become actively traded electronically on an Exchange that are substantially similar to Current Contracts. For example and without in any way limiting the foregoing, a contract based upon the outcome of a presidential election would not be a Subsequent Contract.

“Term” means the period commencing on the Execution Date and ending on December 1, 2014, unless earlier terminated as allowed herein.

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ARTICLE 2: LICENSE GRANTS

2.1. Subject to the (1) receipt of any payment required by Article 4 and (2) payment of royalties as set forth in Article 3, TT and TTBD hereby grant to LICENSEE a worldwide, non-exclusive, non-transferable license (without the right to sublicense) under the TT Licensed Patents, during the Term of this Agreement, to make, Have Made, use, sell, offer for sale, import or otherwise distribute Licensed Products. The foregoing license grant is from TTBD with respect to usage of Licensed Products to trade securities. If new futures, options on futures, currency, or fixed-income contracts or other products that are not substantially similar to the Current Contracts or Subsequent Contracts become offered electronically on an Exchange and LICENSEE desires to facilitate trading of such contracts or products with Licensed Products or the parties would otherwise like to facilitate trading of other contracts or products that are traded now or in the future electronically on an Exchange through Licensed Products, the Parties agree to negotiate in good faith in an attempt to provide for license terms with respect to such new products. TT covenants not to sue LICENSEE's customers and/or End Users for patent infringement (including inducement and contributory infringement) for their use of Licensed Products that are obtained from, or given access by, LICENSEE during the Term of this Agreement. TT further covenants not to sue RCG for infringement of patents (1) partially owned or controlled by TT or TTBD (e.g., through joint ventures); or (2) exclusively licensed by TT or TTBD (even if TT and/or TTBD do not otherwise have a right to grant a sublicense under such patents.)

2.2. LICENSEE does not contest that (a) an Automatic Repositioning Ladder or a Drifting Ladder with single action order entry at locations corresponding to a price axis ("Auto Repositioning Single Action Ladder" or "Drifting Single Action Ladder") is covered by at least the independent claims of the '411, '768 and '374 patents, (b) that an Auto Repositioning Single Action Ladder or a Drifting Single Action Ladder that also permits multiple single action orders at locations corresponding to the price axis without requiring the quantity to be reset is also covered by at least the independent claims of the '996 patent, and (c) that an Auto Repositioning Single Action Ladder or a Drifting Single Action Ladder that also permits single action cancellation of working orders relative to the price axis is also covered by at least the independent claims of the '382 patent.

2.3. In the event LICENSEE allows a third party access to any LICENSEE API, TT agrees not to pursue royalties (either for past infringement or for a license grant) or any other remedy for patent infringement (including inducement and contributory infringement) of any TT Licensed Patents against such a third party based on trades generated from orders sent via the LICENSEE API during the Term of this Agreement and due to the use of technology provided by such third party, if and only if: (a) the third party signs a license agreement with TT and/or TTBD and (b) LICENSEE has the ability to accurately count the number of trades resulting from that third party's technology through the LICENSEE API and agrees and is permitted to provide such information to TT. In the event that TT is permitted to obtain royalties based on trades generated from orders sent by the third party technology via the LICENSEE API, then the royalty rate being paid by LICENSEE under this Agreement on such trades shall be credited towards the royalty rate owed by the third party on such trades so that the third party shall only be required to pay a royalty rate equal to the difference between the royalty rate agreed upon between the third party and TT and the royalty rate being paid by LICENSEE under this Agreement. If the third party's royalty rate is less than the royalty rate being paid by LICENSEE under this Agreement, the third party

shall pay nothing to TT for trades generated from orders sent by the third party technology via the LICENSEE API. The Parties agree that the licenses granted herein by TT and TTBD to LICENSEE do not extend to any third party accessing a LICENSEE API with respect to technology provided by the third party and that TT's patent rights are not in any way exhausted with respect to such third parties by virtue of any license granted herein. TT and TTBD agree to make reasonable efforts to negotiate and enter into a license agreement with any third party, who connects or wishes to connect to LICENSEE's API and requests a license agreement. TT and TTBD are agreeing to this Section 2.3 as consideration to LICENSEE being an early licensee.

2.4. As partial consideration for the licenses granted by TT and TTBD to LICENSEE, LICENSEE hereby grants to TT and TT's Affiliates a worldwide, non-exclusive, non-transferable license (without the right to sublicense) under LICENSEE Patents, during the Term of this Agreement, to make, Have Made, use, sell, offer to sell, import and otherwise distribute any products and practice any methods covered by such patents. LICENSEE covenants not to sue TT and/or TT's Affiliates' customers and/or End Users for patent infringement for their use of products that practice at least one claim under LICENSEE Patents that are obtained from, or given access by, TT and/or TT's Affiliates.

2.5. Except as provided for in Sections 2.1, 2.3 and 2.4, nothing in this Agreement shall be construed as providing any license, either express or implied, or a covenant not to sue under any intellectual property not specifically named herein.

ARTICLE 3: ROYALTIES

3.1. Beginning on December 1, 2011 and continuing for the Term of the Agreement, RCG shall pay to TT the following royalties for Applicable Trades:

	Royalties per Base Unit
Futures/Options on Futures	\$.03
Fixed Income Cash Products	\$.30 (except the two-year treasury note, for which the royalty shall be \$.15)
Currency Cash Products	\$.30
Equities/ETFs	\$.00003
Options on Equities/ETFs (assuming one contract if for 100 shares)	\$.003
OTC Energy Contracts/Energy Forward Contracts (and options thereon) (e.g., Henry Hub)	\$.03

A Base Unit shall be considered traded for purposes of this section if a buy or sell order for that Base Unit has been matched in any fashion, including by an Exchange or by an internalization system. For example, if a ten (10) contract (a contract sometimes referred to as a "lot") futures order is traded that is subject to royalties hereunder, RCG would be obligated to pay TT \$.30 (\$.03 x 10). If a Person uses LICENSEE Software to trade a strategy (whether such strategy is exchange offered or created by user software) involving multiple underlying products (e.g., a spread), RCG shall pay to TT the appropriate royalty per Base Unit traded of each underlying product. RCG shall be responsible for paying to TT any royalties based on a LICENSEE customer's or End User's use of LICENSEE Software as contemplated herein. For purposes of clarity, for each Base Unit of an Applicable Trade, RCG is only responsible to pay the applicable royalty once. For example, this is the case regardless of whether the order from which the Applicable Trade resulted was modified multiple times before being filled. LICENSEE agrees that it will not provide customers or End Users a new version of trading software different from the current Onyx Plus software until on or after December 1, 2011.

3.2. The Parties agree that the royalties set forth in Section 3.1 above are discounts from the reasonable value of a license under the patented innovations. For example, LICENSEE acknowledges that (i) many of the patented innovations provide an advantage to Exchanges, FCMs and electronic traders such that the innovations increase the profitability of each of these entities and (ii) for an Exchange, FCM, and many traders that advantage is greater than the royalties set forth above, but rather would amount to a portion of the entity's profits which could be larger than such royalties. The Parties also agree that the royalties set forth in Section 3.1 are discounted to reflect that the license granted herein is worldwide and requires payment of royalties for use of LICENSEE Software anywhere in the world as opposed to royalties based only on the usage of LICENSEE Software in countries in which there is a Licensed Patent. The Parties also agree that the royalties set forth above in Section 3.1 are discounted to reflect that the license granted is under all of TT's patent portfolio (except Excluded Patent Claims) and requires payment of royalties based on all trades made using any LICENSEE Software as opposed to royalties based only the usage of specific products. The Parties agree that the royalties set forth in Section 3.1 when applied to all trades made using LICENSEE Software are a reasonable approximation of the total amount of discounted royalties that would be payable if appropriate higher (yet still discounted) royalties were applied to LICENSEE's specific usage of specific TT Licensed Patents. TT is taking a license under this Agreement to the LICENSEE Patents for value.

3.3. In the event TT and/or a TT Affiliate enter into a written agreement with an Exchange that provides for a license right and/or a covenant not to sue under the TT Licensed Patents that permits LICENSEE's customers to trade using the Licensed Products, then to the extent and only to the extent such trades are licensed or otherwise permitted under that agreement RCG shall no longer be required to pay royalties pursuant to Section 3.1 of this Agreement for such licensed or otherwise permitted trades. In the event a written agreement with an Exchange that triggers this Section 3.3 is subsequently terminated or cancelled, then this Agreement shall be immediately reinstated with respect to those trades that were licensed or otherwise permitted under that agreement and RCG shall again be required to pay royalties pursuant to this Agreement for such trades from the date of reinstatement. For avoidance of doubt: (i) the forgiveness of royalties otherwise due under Section 3.1 shall apply only so long as this Agreement remains in full force

and effect; (ii) RCG shall continue to be obligated, under Section 3.1, to pay royalties with respect to Applicable Trades which are not permitted by a written agreement with an Exchange that triggers this Section 3.3; and (iii) the triggering of this Section 3.3 shall not affect any term or renewal term under this agreement.

ARTICLE 4: PAYMENT AND RELEASES

4.1.

REDACTED

4.2. In exchange for the payment required by Section 4.1, TT and its Current Affiliates hereby release, acquit and forever discharge RCG and its directors, officers, members, employees, agents, attorneys, Current Affiliates and all persons acting by, through, under, or in concert with them of and from any and all claims or counterclaims (including claims or counterclaims that could have been brought in the Lawsuits) or liability, known or unknown, which TT and its Current Affiliates ever had, now has, or may hereafter acquire, by reason of any matter, cause or thing whatsoever accruing, occurring or arising at any time prior to the Execution Date (i) relating to the LICENSEE Patents or the Lawsuits and (ii) for infringement (including inducement and contributory infringement) of any TT Patents by the manufacture, importation, use, sale, offer for sale, leases, license, offer for license or other disposition or distribution of LICENSEE Software. TT and its Current Affiliates further release, acquit and forever discharge RCG's customers and/or End Users from any and all claims, counterclaims or liability for infringement (including inducement and contributory infringement), known or unknown, of any TT Patents by the use, sale, offer for sale, importation or other disposition or distribution of LICENSEE Software obtained from, or given access by, RCG prior to the Execution Date.

4.3. TT covenants not to sue RCG and its Current Affiliates for patent infringement based on RCG's or its Current Affiliates' use of any third party products, including systems licensed to RCG by GL and CQG, prior to the Execution Date. This covenant shall not be construed as providing any license, either express or implied, under any intellectual property. This covenant shall not be construed as exhausting any rights TT has in any patents. RCG and its Current Affiliates recognize that TT is separately pursuing relief for patent infringement, including damages for infringement prior to the Execution Date, against various third party software providers, including GL and CQG. Nothing in this Section shall be construed as interfering with TT's right to recover relief against any third party for patent infringement.

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4.4. TT covenants not to sue LICENSEE for patent infringement (including inducement and contributory infringement) based on LICENSEE using, selling, offering for sale, leasing, licensing, offering for license or otherwise disposing or distributing any third party products or software after the Execution Date. TT has the right upon sixty (60) days written notice to RCG to terminate the covenant not to sue of this Section 4.4 with respect to the products and/or software of a particular third party. At the time of or prior to providing such notice, TT shall describe in detail to LICENSEE the specific issue justifying TT's termination, including an identification of each patent at issue and its application to the particular third party's products and/or software. The Parties agree to discuss in good faith a resolution to the issue prior to the expiration of sixty (60) days from RCG receiving notice. In the event that TT terminates the covenant not to sue of this Section 4.4, TT agrees that it shall not make any claim against, nor pursue any damages from, LICENSEE for alleged infringement that occurred prior to the expiration of sixty (60) days from RCG receiving notice. This covenant shall not be construed as providing any license, either express or implied, under any intellectual property. This covenant shall not be construed as exhausting any rights TT has in any patents. LICENSEE recognizes that TT may separately pursue relief for patent infringement, including damages for infringement, against third party software providers. Nothing in this Section shall be construed as interfering with TT's right to recover relief against any third party for patent infringement.

4.5. RCG and its Current Affiliates hereby release, acquit and forever discharge TT and its Current Affiliates, directors, officers, members, agents, attorneys, employees and all persons acting by, through, under, or in concert with them of and from any and all claims or counterclaims (including claims or counterclaims that could have been brought in the Lawsuits) or liability, known or unknown, which RCG and its Current Affiliates ever had, now has, or may hereafter acquire, by reason of any matter, cause or thing whatsoever accruing, occurring or arising at any time prior to the Execution Date (i) relating to the TT Patents or the Lawsuit and (ii) for infringement (including inducement and contributory infringement) of any LICENSEE Patents by the manufacture, importation, use, sale, offer for sale, lease, license, offer for license or other disposition or distribution of any products. RCG and its Current Affiliates further release, acquit and forever discharge TT's customers and/or End Users from any and all claims, counterclaims or liability for infringement (including inducement and contributory infringement), known or unknown, of any RCG Licensed Patents by the use, sale, offer for sale, importation or other disposition or distribution of TT products or services obtained from, or given access by, TT prior to the Execution Date.

4.6 Nothing in this Agreement shall release RCG's counsel or consultants (including Geoffrey Baker, Anthony Dowell, Geoffrey Smith, Dowell & Baker, Stephen Lesavich, Lesavich High Tech Law Group and Walter Buist) from liability to RCG for malpractice or any other claim arising from their conduct in the Lawsuits.

ARTICLE 5: PATENT MARKING

5.1 Beginning on December 1, 2011 and throughout the Term of this Agreement, LICENSEE shall mark Licensed Products with the following notation in a manner to be approved by TT, which approval shall not be unreasonably withheld (e.g., on a splash screen or about box): "Licensed under Trading Technologies International, Inc.'s [INSERT APPLICABLE PATENT NUMBERS PER TT'S INSTRUCTIONS]."

5.2. LICENSEE agrees that TT, from time to time, can amend the form of the required notice set forth in Section 5.1 to require LICENSEE to mark other TT Licensed Patents than the patents identified in the current instructions or to remove patents identified in the current instructions by providing RCG with written notice of the specific patent(s) to be marked and the type of product(s) on which such patent(s) should be marked, *provided, however*, that such revised notices may only include references to patents that contain at least one claim that cover a feature in the product identified. Any such marking shall be done in a manner to be approved by TT, which approval shall not be unreasonably withheld (e.g., on a splash screen or an about box) and shall state “Licensed under Trading Technologies International, Inc.’s [INSERT APPLICABLE PATENT NUMBERS PER TT’S INSTRUCTIONS].”

5.3. TT shall indemnify, defend, and hold harmless LICENSEE and its directors, officers, members, employees (“Indemnified Entities”) from and against any and all liabilities, obligations, losses, penalties, actions, suits, claims, damages, and reasonable actual out-of-pocket expenses (including reasonable attorneys’ fees) that arise out of a claim made or action threatened against LICENSEE alleging LICENSEE’s false marking of Licensed Patents based on LICENSEE’s compliance with this Article 5, provided that LICENSEE:

5.3.1. notifies TT in writing as soon as reasonably practicable after becoming aware of any claim or threatened action;

5.3.2. notifies TT in writing as soon as reasonably practicable regarding all substantive communications regarding such claim or action;

5.3.3. affords reasonable assistance to TT (but only at the request of TT) in the defense of such claim; and

5.3.4. allows TT full control of the defense of the claim (including any compromise related to the claim) on LICENSEE’s behalf; provided that TT will not without LICENSEE prior written approval, which approval will not be unreasonably withheld or delayed, enter into any settlement or compromise, or agree to any judgment that requires an admission from LICENSEE or any monetary payment by LICENSEE or that requires LICENSEE to modify or replace products or software that already have been distributed.

5.4. Notwithstanding anything herein to the contrary, TT shall have no liability for and no obligation to defend any LICENSEE or any Indemnified Entity against, any claim of false marking to the extent such claim arises from LICENSEE’s failure to comply with TT’s instructions regarding marking pursuant to Sections 5.1-5.2.

5.5. The remedies set forth in Section 5.3 shall be LICENSEE’s sole and exclusive remedy and TT’s sole and exclusive liability in the event of any false marking claim.

5.6. RCG agrees to notify TT of relevant changes made to its Licensed Products. In the event RCG has a good faith belief that a product change results in its current marking pursuant to TT’s instructions as incorrect, then RCG shall notify TT of such belief. The Parties agree that the release notes as currently provided by RCG to customers via email satisfy RCG’s obligations under this Section. Should RCG cease providing release notes via email, RCG will provide a similar summary of changes made to its products to TT.

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5.7. Should additional patents issue to RCG that cover a TT product, the Parties agree to in good faith negotiate commercially reasonable marking requirements with respect to any such patents.

ARTICLE 6: ACCRUALS, PAYMENTS AND RECORDS

6.1. Royalties shall accrue under Section 3.1 each time there is an Applicable Trade.

6.2. RCG shall within thirty (30) days following the end of each calendar month furnish to TT a statement, in a form reasonably acceptable to TT and signed by an authorized employee or agent of RCG, showing the number of Applicable Trades and associated Base Units that are subject to royalties under this Agreement for the previous month and shall at the same time remit payment to TT for the royalties payable to TT pursuant to Article 3 herein. RCG shall pay all royalties and other payments due hereunder in U.S. dollars. All royalties for an accounting period computed in other currencies shall be converted into U.S. dollars at the exchange rate for bank transfers from such currency to U.S. dollars as quoted by the head office of Citibank N.A., New York, USA, at the close of banking on the last day of such accounting period (or the first business day thereafter if such last day is a non-business day).

6.2. Royalties due to TT pursuant to this Agreement and the payments due to TT pursuant to Sections 4.1 shall be paid by wire transfer to the following account, as may be altered from time to time by TT:

Wire Transfer Account

JPMorgan Chase Bank, N.A.
10 S. Dearborn 35th Floor
Chicago, IL 60603
Wire Transfer Dept: (888) 434-3030
Account Name: Trading Technologies, Inc.
Account #: 5300066087
Routing #: 021000021
Swift #: CHASUS33

6.4. For so long as RCG is obligated to pay any royalties under this Agreement, LICENSEE shall keep and maintain complete and accurate records, for the current year and the preceding five years, of all data reasonably required for the verification and computation of the amounts to be paid and the information to be reported under or relevant to performance of this Agreement. LICENSEE shall maintain such records for a period of five (5) years after the end of the Term ("Reporting Period").

6.5. At any time during the Reporting Period, TT may, upon reasonable notice, require that an audit of the relevant records and technology of LICENSEE be performed by an independent third party firm or firms (e.g., Deloitte Touche Tohmatsu, PricewaterhouseCoopers, Ernst & Young, or KPMG) acceptable to both parties to certify that the reports and payments are correct. TT acknowledges that LICENSEE operates in a highly regulated industry and is subject to frequent

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regulatory audits that must take priority over any audit under this Section 6.5. A "regulatory audit" is an audit mandated and conducted by an accredited exchange, governmental or self-regulatory body. Without regard to priority of notice, any audit proposed or scheduled under this Section 6.5 will be delayed, but not unreasonably so, if the audit will conflict or interfere with the regulatory auditors or the availability of LICENSEE records and/or staff due to a regulatory audit. TT is entitled to have the independent auditor(s) have expertise in both financial and computer forensics auditing. The relevant records and technology shall include LICENSEE's computer systems and data center (including the centralized database for tracking fills and any log files), billing records/invoices, licensing agreements, financial records, bank account statements, and tax returns of LICENSEE to the extent reasonably required by the independent auditor(s) to conduct the audit. Any auditor who acts pursuant to this section shall be required to sign a non-disclosure agreement that prevents disclosure of RCG's confidential information to third parties. An audit shall be conducted during regular business hours or otherwise as agreed by TT and RCG and shall cover no more than reports for the previous sixty (60) months. The cost of such audits, other than costs and fees associated with RCG's employees', agents' or consultants' time and effort which shall be borne by RCG exclusively, will be borne by TT unless a payment discrepancy unfavorable to TT greater than five percent (5%) of the amounts paid in the period being audited is discovered ("Underpayment Discrepancy"), in which case RCG shall pay the out-of-pocket cost of the audit. TT's auditors will conduct no more than one (1) audit per year unless an Underpayment Discrepancy is discovered in an audit, in which case TT's auditors may conduct up to four (4) audits in the immediately subsequent twelve (12) month period, subject to the same cost allocations and timing restrictions described above in this section 6.5.

6.6. In the event an Underpayment Discrepancy is discovered, TT shall have the option of requiring LICENSEE to pay to TT as liquidated damages and not as a penalty an additional royalty on the difference between the amount reported and the amount that the audit determines should have been reported as follows:

- 15% in the event of a first Underpayment Discrepancy;
- 30% in the event of a second Underpayment Discrepancy;
- 45% in the event of a third Underpayment Discrepancy; and
- 15% * N in the event of the Nth Underpayment Discrepancy.

Notwithstanding the foregoing, the liquidated damages shall not exceed a royalty rate of \$.10 per side for futures and comparable amounts for other asset classes on the difference between the amount reported and the amount that the audit determines should have been reported. Upon a third Underpayment Discrepancy or upon any Underpayment Discrepancy subsequent to a third Underpayment Discrepancy, TT shall also have the option of terminating any license granted hereunder.

6.7. Any payments or portions thereof due under this Agreement, including payments found to be due after an audit, which are not paid on the date such payments are due, shall bear a monthly interest charge of the lesser of 1.5% per month or the maximum permitted by law, in each case calculated on the number of days such payment is delinquent. If a payment discrepancy is determined by any audit and not disputed in Good Faith (defined below), LICENSEE shall pay the outstanding amount and any liquidated damages (if applicable) within thirty (30) days after receiving written notice thereof with adequate supporting documentation evidencing the payment

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deficiency, plus interest on outstanding amounts as specified in this Section. If an overpayment discrepancy is determined by any audit, LICENSEE shall be entitled to apply a credit to any future amounts due under Section 3 with adequate supporting documentation evidencing the overpayment(s). For purposes of this Section, LICENSEE shall be deemed to have disputed a payment deficiency in Good Faith if: (a) such payment deficiency is disputed by LICENSEE in good faith; (b) LICENSEE provides to TT a written notice describing in reasonable detail the nature of the dispute; and (c) LICENSEE pays to TT when due all undisputed amounts due under this Agreement. LICENSEE and TT agree to use best efforts to promptly resolve any such Good Faith dispute.

ARTICLE 7: TERM, TERMINATION AND ASSIGNABILITY

7.1. This Agreement shall become effective upon the Effective Date retroactive to the Execution Date and shall remain in full force and effect until the expiration of the Term unless it is terminated earlier as permitted in this Agreement. Upon the expiration of the Term or any earlier termination, all provisions of this Agreement (including any license rights granted herein) shall terminate except as provided in Section 7.5.

7.2. Any Party to this Agreement (a "Notifying Party"), in addition to any other remedies that it may have, may at its election terminate this Agreement, effective upon written notice to another Party (an "Affected Party"), in the event of a material default or material breach by the Affected Party of any of its obligations under this Agreement which default or breach remains uncured thirty (30) days after the Notifying Party gives the Affected Party written notice thereof. TT and TTBD, in addition to any other remedies they may have (including the right to terminate under Section 6.8), may at their election terminate this Agreement or the licenses granted by TT and/or TTBD hereunder, effective upon written notice to RCG, in the event any of the following actions is committed by or occurs with respect to LICENSEE: (i) LICENSEE's admission in writing of its inability to pay its debts generally as they become due or making of an assignment for the benefit of creditors; (ii) LICENSEE's institution of or consent to the filing of a petition in bankruptcy; (iii) the appointment of a receiver for all or substantially all of the property of LICENSEE; (iv) the institution by LICENSEE of any proceedings for the liquidation or winding up of LICENSEE's business or the termination of its corporate charter; (v) a court's determination that the LICENSEE is bankrupt or insolvent; (vi) LICENSEE's failure to maintain records which meet the requirements of Section 6.4; (vii) RCG's failure to pay any undisputed accrued royalties; (viii) LICENSEE's failure to make any other payment required herein; or (ix) LICENSEE's failure to permit an audit pursuant to Section 6.5. With respect to subparagraphs (vi), (vii), (viii), and (ix) above, such right to terminate shall arise only if LICENSEE does not cure such failure within sixty (60) days after mailing of written notice from TT to RCG specifying in reasonable detail the nature of such failure. Upon termination of this Agreement, RCG shall remain obligated to provide an accounting for and to pay all monies due to TT up to the date of the termination.

7.3. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. LICENSEE shall not be permitted to transfer or assign any rights granted hereunder without TT's prior written approval, any such attempted assignment shall be void, and upon the occurrence of any such attempted assignment, TT may, in its sole discretion, terminate the Agreement or the licenses granted hereunder after no less than ninety (90) days written notice to RCG. In the event that LICENSEE (i) merges,

consolidates, sells or transfers all or substantially all of its assets or ownership interest to a third party; (ii) merges into or with a third party; or (iii) enters into or takes part in any other transaction or series of transactions that result in a change of control of LICENSEE, then the licenses granted hereunder may be transferable to the surviving or succeeding entity only to the extent TT provides prior written approval, which shall not be unreasonably withheld or delayed. Should TT or TTBD transfer rights in any of the TT Licensed Patents sufficient to vest a right to sue for patent infringement in a third party, TT or TTBD shall require, as a condition of the transfer of rights, that the third party abide by any relevant covenants not to sue contained herein and agree to require any and all potential further transferees to abide by any relevant covenants not to sue contained herein. Should LICENSEE transfer rights in any of the LICENSEE Patents sufficient to vest a right to sue for patent infringement in a third party, LICENSEE shall require, as a condition of the transfer rights, that the third party abide by any relevant covenants not to sue contained herein and agree to require any and all potential further transferees to abide by any relevant covenants not to sue contained herein.

7.4. No failure or delay on the part of either Party in exercising its right of termination or cancellation hereunder for any one or more causes shall be construed to prejudice its right of termination or cancellation for such or any other or subsequent cause.

7.5. The following provisions shall survive termination of this Agreement: Section 2.2, and Articles 4, 6, 7, 8, 10, 12.1, 12.3, and 13. In addition, Sections 2.1, 2.3 and 2.4 and Articles 3 and 9 shall survive termination of this Agreement with respect only to acts performed prior to the date of termination. In the event of a royalty suspension pursuant to Section 3.3, the Agreement remains in place and LICENSEE's obligations, including LICENSEE's obligations under Section 6, continue as if LICENSEE remained obligated to pay royalties hereunder with respect to trades that are licensed or otherwise permitted under an agreement with an Exchange or FCM.

7.6. If this Agreement is not terminated before the end of the Term by TT as permitted herein, LICENSEE shall have the right to renew the licenses granted herein under TT Licensed Patents with respect to the making, using, selling, offering for sale, importing or otherwise distributing of Licensed Products for an additional minimum three (3) year term at royalty rates no greater than the royalty rates set forth in Section 3 if RCG notifies TT of such election to renew sixty (60) days before the end of the Term. Likewise, with respect to any renewal term, LICENSEE shall have the right to renew the licenses granted herein under TT Licensed Patents with respect to the making, using, selling, offering for sale, importing or otherwise distributing of Licensed Products for an additional minimum three (3) year term at royalty rates no greater than the royalty rates set forth in Section 3 if RCG notifies TT of such election to renew sixty (60) days before the end of the applicable renewal term.

ARTICLE 8: TERMINATION OF CIVIL ACTION

8.1. Promptly after the Execution Date, TT and LICENSEE shall cause their respective attorneys to execute and file with the court in the Lawsuits, Consent Judgments in the forms attached hereto as Exhibits A and B.

8.2. The Parties agree that the Consent Judgments shall remain in full force and effect until the expiration of the last to expire of the '304, '132, '411, '768, '382, '996 and '374 patents or with

respect to each of these patents respectively, unless or until a final and non-appealable judgment or decision by a court or tribunal of competent jurisdiction or by the USPTO that such patent is invalid. In the event that LICENSEE materially breaches or defaults under the terms of this Agreement, and fails to cure such material breach or default within thirty (30) days of notice thereof or that TT terminates pursuant to Section 6.8, then TT may seek immediate enforcement of the permanent injunctions set forth in the Consent Judgments together with any other available remedies. In the event that the term "static" in the claims of the '382 and '996 patents is found in a final non-appealable judgment to have substantially the same meaning as that term was found to have had by the court in the '132 and '304 patents, then TT shall grant to LICENSEE a covenant not to sue under the '382 and '996 patents for making, using, selling, offering for sale, importing and/or otherwise distributing an Automatic Repositioning Ladder and LICENSEE shall not be held to Sections 2.2(b) and 2.2(c).

ARTICLE 9: MOST FAVORED LICENSEE

9.1. If TT hereafter grants another license or covenant not to sue under the TT Licensed Patents with terms and conditions that are substantially similar to this Agreement and the other license or covenant not to sue contains a royalty rate that is more favorable than the royalties charged herein, TT shall notify RCG. RCG shall be entitled to receive the same favorable royalty rates with respect to the TT Licensed Patents, subject to the terms and conditions under which such more favorable rate was granted. This Agreement shall be modified accordingly by written amendment, which amendment shall be effective only for the period such more favorable royalty rates are in effect under such other license and TT shall refund to RCG the difference between the amount RCG actually paid to TT in royalties and the amount that RCG would have paid had the more favorable royalties applied from the date such more favorable royalty rates first came into effect. Obtaining the more favorable royalties shall be LICENSEE's sole remedy for a breach of this provision. The foregoing provisions shall not apply where LICENSEE elects to continue paying royalties on the basis set forth in this Agreement.

ARTICLE 10: CONFIDENTIALITY

10.1 The Parties shall keep Section 4.1 confidential except:

10.1.1. With the prior written consent of the other Party;

10.1.2. As required by any governmental body or judicial entity or regulatory agency having jurisdiction and calling therefor, provided that prior notification of any such disclosure shall be provided by the disclosing Party to the non-disclosing Party and the disclosing Party shall take all reasonable efforts to preserve the confidentiality of the amount of the Past Damages as set forth in Section 4.1 (including seeking a protective order limiting disclosure to attorneys or confidential treatment under FOIA);

10.1.3. As otherwise may be required by law or a financial exchange established under law, and the rules and regulations of or pertaining to such law or exchange, including those promulgated under the U.S. Securities Act and Securities Exchange Act, and by securities exchange established thereunder;

10.1.4. To legal counsel or financial consultants representing either Party;

10.1.5. To the independent auditors of either Party; or

10.1.6 To the extent any such information is or becomes generally known to the public by any means other than a breach of the obligations of this Agreement by, or other wrongful act of, any party.

10.2. Notwithstanding the provisions of Section 10.1 above, the Parties may produce this Agreement in unredacted form to third parties in litigation involving TT or LICENSEE Patents if there is a Protective Order in place in such litigation and if the unredacted Agreement is produced under the confidential tier of that Protective Order (which permits disclosure to specified non-attorney representatives of such third parties who are bound by the terms of the Protective Order).

ARTICLE 11: REPRESENTATIONS AND WARRANTIES

11.1. The Parties represent and warrant that the terms and conditions of this Agreement do not violate their respective Certificates of Incorporation or By-laws and do not conflict with any other agreements to which they are a party or by which they are bound. Each Party further represents and warrants that no one other than it has or had the right to bring a claim against the other Party based on such Party's asserted patents in the Lawsuits and that it has not assigned to anyone any rights, claims, or causes of action against the other Party.

11.2. Each Party represents and warrants that all of its Affiliates shall undertake all obligations contained herein as if such Affiliates were directly named as parties to this Agreement. Notwithstanding the foregoing, no right granted under this agreement shall extend to any Affiliate unless expressly stated herein.

11.3. LICENSEE represents and warrants that as of the Execution Date the following list of software identifies the only LICENSEE Software since July of 2004: Onyx®, Onyx® 2, Onyx® Glide, Onyx® Plus, Onyx® Pro, Onyx® Web Trader, RCG Spreader, RCG Fix API, RCG Onyx® API.

11.4. LICENSEE represents and warrants that it has the ability to track the number of contracts traded using LICENSEE Software by End User and Customer sufficient to allow LICENSEE to comply with its royalty obligations as set forth in Article 3. LICENSEE further represents and warrants that it has the ability to track the number of contracts traded resulting from orders generated by third party software connected to an Exchange via a LICENSEE API in a manner sufficient to allow LICENSEE to comply with its royalty obligations as set forth in Article 3. LICENSEE agrees that in the course of an audit initiated pursuant to Section 6.5 (i) LICENSEE shall provide, upon request of TT's independent auditor, a detailed and complete description and demonstration of the functionality of such tracking system and (ii) that TT's independent auditors may test such system to discern its ability to track appropriately. In the event that TT's independent auditor uncovers a problem with the tracking system and LICENSEE takes steps to address that problem, then TT's independent auditor shall be permitted to receive an additional detailed and complete description and demonstration of the updated functionality of the tracking

system and to test such system to discern its ability to track appropriate without having to initiate a new audit.

11.5. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE PARTIES MAKE NO WARRANTIES EITHER EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION AS TO THE VALIDITY OR ENFORCEABILITY OF ANY OF THE TT LICENSED PATENTS AND ANY WARRANTY THAT ANY PRODUCT LICENSED HEREUNDER DOES NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PERSON. EXCEPT AS EXPRESSLY PROVIDED IN ARTICLE 5, EACH PARTY DISCLAIMS ANY UNDERTAKING OF THE OTHER PARTY TO INDEMNIFY, DEFEND OR HOLD SUCH PARTY HARMLESS FROM ANY DAMAGES OR COSTS ARISING FROM ANY CLAIM THAT THE OTHER PARTY'S EXERCISE OF THE INTELLECTUAL PROPERTY RIGHTS LICENSED UNDER THIS AGREEMENT INFRINGES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PERSON.

11.6. RCG represents and warrants that as of the Execution Date, the following lists all of RCG's Affiliates: Rosenthal Global Securities, LLC, Rosenthal Collins Capital Management, LLC, Rosenthal Collins Group (U.K.) Limited, Dreadnought Partners, LLC, Knot, LLC, Leslie Rosenthal, J. Robert Collins.

11.7. TTBD represents and warrants that it does not own and cannot enforce any patents, including the Licensed Patents and the '304 and '132 patents.

11.8. Each Party represents and warrants to the other Party that it has no known claims or causes of action not asserted in the Lawsuits against the other Party as of the Execution Date.

ARTICLE 12: CHALLENGE OF PATENTS

12.1. LICENSEE agrees that the '132, '304, '411, '768, '382, '996 and '374 patents and the foreign counterparts thereto ("Brumfield Patents") are valid and enforceable. Nothing in this Section 12.1 shall be construed to apply to any other patents. LICENSEE further agrees that it shall not directly or indirectly challenge or oppose the validity, enforceability or patentability of any claims of the Brumfield Patents including, without limitation, directly or indirectly aiding or assisting any Person in challenging or opposing the validity, patentability or enforceability of any claims of the Brumfield Patents, including participating in any action contesting the validity of any of these patents or in a reexamination or opposition of any of these patents. To the extent that it has not already done so, LICENSEE agrees to promptly withdraw from the Opposition it filed with others to challenge, in the European Patent Office, the validity of European Patent No. EP 1 319 211. The foregoing shall not prevent RCG from defending against a claim of infringement of any Excluded Patent Claims by proving that such a Claim is invalid or unenforceable under the applicable patent laws of the relevant country.

12.2. For the Term, LICENSEE agrees that the Licensed Patents are valid and enforceable. For the Term, LICENSEE further agrees that it shall not directly or indirectly challenge or oppose the validity, enforceability or patentability of any claims of the Licensed Patents (or foreign counterparts thereto) including, without limitation, directly or indirectly aiding or assisting any

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Person in challenging or opposing the validity, patentability or enforceability of any claims of the Licensed Patents, including participating in any action contesting the validity of any of these patents or in a reexamination of any of these patents.

12.3. Notwithstanding anything to the contrary in this Article 12, LICENSEE may respond to a subpoena or court order or to a request by a governmental body or tribunal of competent jurisdiction for the production of information or to provide testimony without violating this Article 12 or Section 13.10.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior understandings, agreements or representations by or between the Parties, written or oral, that may have related in any way to the subject matter hereof.

13.2. Nothing contained in this Agreement shall be construed as:

13.2.1. a warranty or representation that the manufacture, sale, offer for sale, lease, import, use or other disposition of Licensed Products and/or LICENSEE Software hereunder will be free from infringement of intellectual property rights of third parties, including patents, utility models, trade secrets, trademarks, trade names, copyrights, rights in mask works, or the like;

13.2.2. an agreement to bring or prosecute actions or suits against third parties for infringement or conferring any right to bring or prosecute actions or suits against third parties for infringement;

13.2.3. conferring any rights to use in advertising, publicity or other marketing activities any name, trademark, or other designation of either Party hereto;

13.2.4. conferring by implication, estoppel or otherwise upon either Party hereunder any license or other right except the licenses and rights expressly granted hereunder to a Party hereto; or

13.2.5. an obligation to furnish any technical assistance or information or know-how.

13.3. Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communications hereunder shall be deemed duly given (i) three (3) business days after it is sent by registered or certified mail, return receipt requested, proper postage prepaid, (ii) one (1) business day following transmission by facsimile when receipt is electronically confirmed (provided that the original shall be contemporaneously sent by first class mail), or (iii) one (1) business day following deposit with a recognized national overnight courier service for next day delivery, charges prepaid, and, in each case, addressed to the intended recipient as set forth below:

If to LICENSEE:

Rosenthal Collins Group, LLC
216 West Jackson Boulevard
Suite 400
Chicago, Illinois 60606
Attention: General Counsel

If to TT:

Trading Technologies International, Inc.
222 South Riverside Plaza
Suite 1100
Chicago, Illinois 60606
Attention: General Counsel

If to TTBD

TTBD, LLC
222 South Riverside Plaza
Suite 1100
Chicago, Illinois 60606
Attention: General Counsel

Any Party may give any notice, request, demand, claim or other communication hereunder using any means not specified above (including personal delivery, expedited courier, messenger service, telex or electronic mail), but no such notice, request, demand, claim or other communication given in such other manner shall be deemed to have been duly given unless and until it is actually delivered to the individual for whom it is intended. Any Party may change the address or designated recipient to which notices, requests, demands, claims or other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

13.4. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same is in writing and signed by the affected Parties. No waiver of any default, misrepresentation or breach of this Agreement shall be valid unless the same is in writing and signed by the Party granting such waiver. No waiver by any Party of any default, misrepresentation or breach of this Agreement, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence of such kind.

13.5. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the invalid or unenforceable term or provision in any other situation or in any other jurisdiction. If a final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power, which power the Parties hereby request such court to exercise, to reduce the scope, duration or geographic limitation of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

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13.6. Captions. The section numbers and captions used in this Agreement are for convenience only and shall not be used in interpreting in this Agreement.

13.7. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Illinois, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois. The parties agree that the United States District Court for the Northern District of Illinois, Eastern Division shall have jurisdiction over matters relating to this Agreement, including the right to enforce this Agreement and/or the Consent Judgment.

13.8. Independent Contractors. Nothing herein shall be construed to create any relationship of agent and principal, partnership, joint venture, or employee/employer between the Parties. Neither Party shall have the authority or right, or represent that it has such authority, to bind or obligate the other Party.

13.9. The Parties acknowledge that they have entered into this Agreement of their own free will, and have not relied on any inducement by the other Party to enter into this Agreement (even if such inducement occurred), nor have they relied on any warranty or representation by the other Party not explicitly set forth in this Agreement (even if such warranties or representations were made).

13.10. Each Party agrees that, now and in the future, the Party will not make any disparaging or derogatory statements in relation to this Agreement or about the other Party to the public or the Party's employees or engage in any conduct that would impugn, malign, denigrate, or otherwise harm the good will or public image of the other Party with respect to this Agreement. The Parties agree that any comments made to the public or to a Party's employees regarding this Agreement that accurately describe terms and/or conditions of this Agreement shall not violate this Section 13.10, subject to the confidentiality provisions of Article 10.

13.11. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumptions or burdens of proof shall arise favoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Each gender-specific term used herein has a comparable meaning whether used in a masculine, feminine or gender-neutral form. The term "include" and its derivatives shall have the same construction as the phrase "include, without limitation," and its derivatives. The exhibits identified in this Agreement are incorporated by reference and made a part hereof.

13.12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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13.13. Directly or Indirectly. Where any provision of this Agreement refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether the action in question is taken directly or indirectly by such Person.

13.14. Governmental Compliance. LICENSEE and TT shall abide by all applicable export laws and regulations relating to the use and distribution of the Licensed Products or products licensed under LICENSEE Patents as applicable and shall not market or distribute any Licensed Products to customers outside of the United States in violation of any laws and regulations of the United States or any other country or sovereign nation applicable to sales outside of the United States.

13.15. Compliance with Laws. The Parties agree to comply and do all things necessary to enable the other Party to comply with all applicable federal, state and local laws, regulation, ordinances, self-regulatory agency and accredited exchange rules including the regulations of the United States Government as they relate to this Agreement.

13.16. Notice of Events Affecting Performance. Each Party shall promptly provide written notification to the other Party of, including a description of, the impending and/or actual occurrence of any of the following events:

13.16.1. insolvency proceedings that may adversely affect a Party's performance under this Agreement; and

13.16.2. any other factor or event which may detrimentally affect a Party's ability to meet the requirements of this Agreement.

13.17. Force Majeure. No party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event. If a Force Majeure continues for a period of 3 months or more, the other party may (without affecting the accrued rights and obligations of each party as of that date) terminate this agreement immediately by notice to the other party.

13.18. Enforcement Expenses. In the event of any dispute arising out of the subject matter of this Agreement that is resolved by litigation, the prevailing Party shall recover, in addition to any other damages assessed, its reasonable expenses, including reasonable attorneys' fees and costs, incurred in litigating such dispute.

[Signatures on Following Page]

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IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed as of the date first written above by its duly authorized representative.

ROSENTHAL COLLINS GROUP, LLC

By: 

Name: Scott Gordon

Title: CEO, RCG, LLC

TRADING TECHNOLOGIES INTERNATIONAL, INC.

By: 

Name: MICHAEL G. RYAN
EVP, GENERAL COUNSEL

Title: TRADING TECHNOLOGIES INTERNATIONAL, INC.

TTBD LLC

By: 

Name: MICHAEL G RYAN

Title: COUNSEL

**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, Onyx® Plus, Onyx® Pro, Onyx® Web Trader, and RCG Spreader software. Documentation describing these products is 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 (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: _____

Virginia M. Kendall
United States District Court Judge

AGREED TO:

Dated: _____

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: _____

Stacie R. Hartman (ID No. 6237265)
Schiff Hardin LLP
233 S. Wacker Dr. - 6600
Chicago, IL 60606

Attorneys for Defendant
ROSENTHAL COLLINS GROUP, LLC

Exhibit 1
“to be inserted”

Exhibit 2
“to be inserted”

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

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

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, including the Onyx®, Onyx® 2, Onyx® Pro, Onyx® Web Trader and RCG Spreader software. Documentation describing these products is 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 TT 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: _____

Sharon Johnson Coleman
United States District Court Judge

AGREED TO:

Dated: _____

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: _____

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

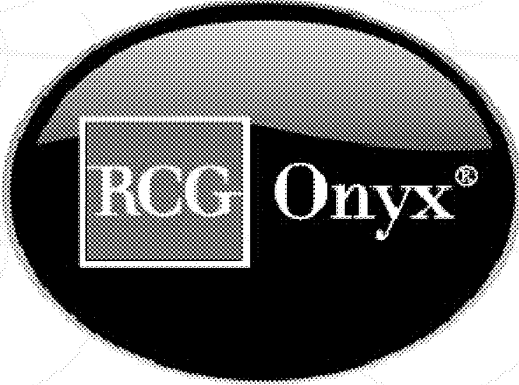
Attorneys for Plaintiff
ROSENTHAL COLLINS GROUP, LLC

Exhibit 1
“to be inserted”

Exhibit 2

“to be inserted”

Exhibit 2



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RCG00115151

RCG Onyx® Marketing

**216 W. Jackson Boulevard, Suite 400
Chicago, Illinois 60606**

Website: <http://www.rcgonyx.com>

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