UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

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

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.

TT 030247

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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

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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

Blanche M. Manning
United States District Court Judge

TT 030249

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TRADING TECH EXHIBIT 2283
IBG ET AL. v. TRADING TECH. - CBM2016-00054

AGREED TO:

Dated: September 29, 2004

Paul H. Berghoff (ID No. 6180462)
Leif R. Sigmond, Jr. (ID No. 6204980)
Matthew J. Sampson (ID No. 6207606)
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Dated: Sept. 29, 2004

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GOLDENBERG HEHMEYER & CO.

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TRADING TECH EXHIBIT 2283
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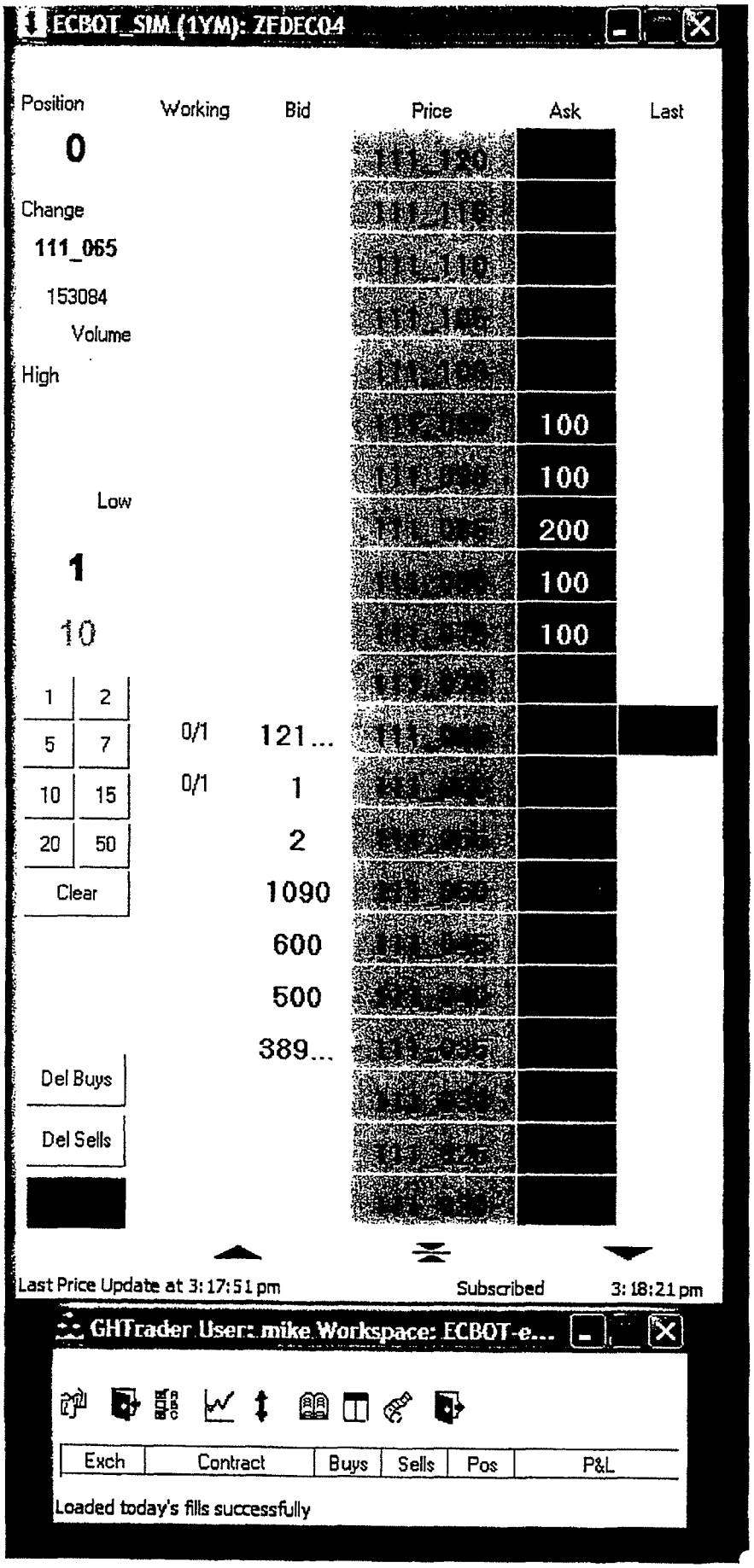

EXHIBIT A 1

TT 030251

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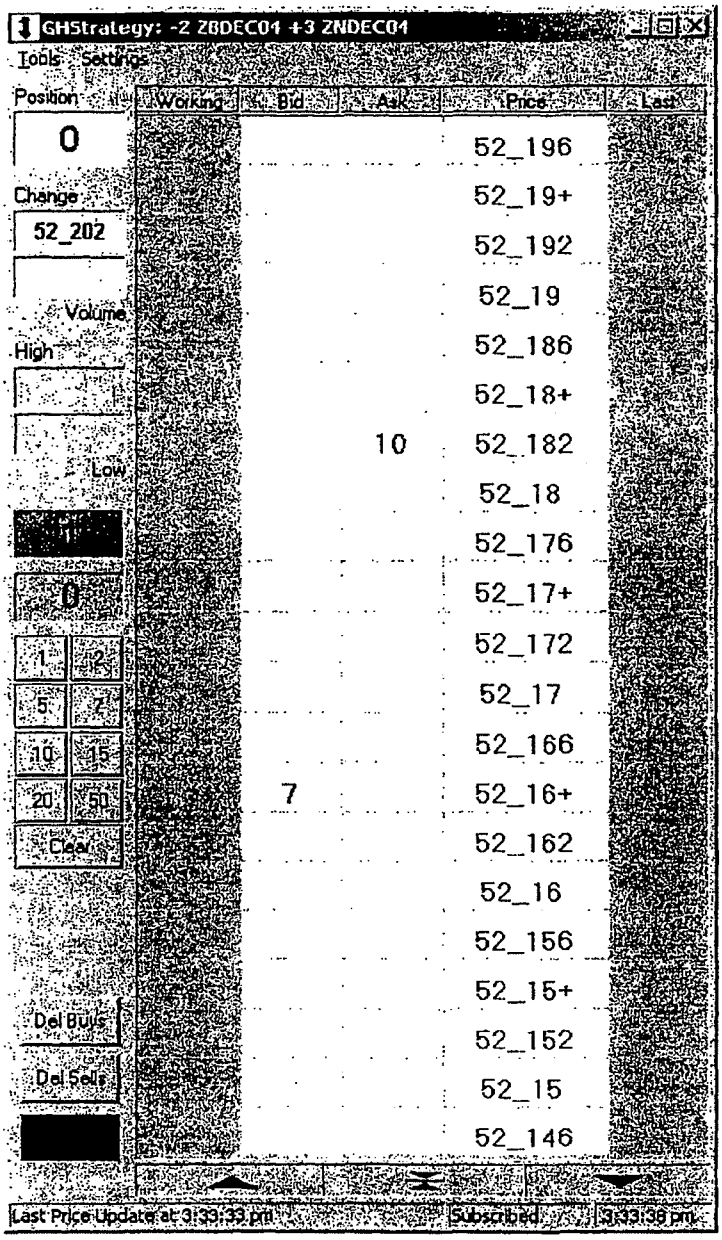

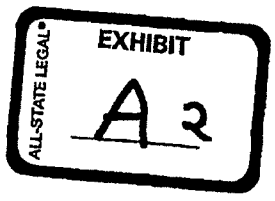

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United States District Court, Northern District of Illinois

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.]

	No notices required, advised in open court		number of notices	Document Number
	No notices required			
	Notices mailed by judge's staff.		OCT 21 2004 date docketed	4
	Notified counsel by telephone.			
✓	Docketing to mail notices		JXM docketing deputy initials	
	Mail AO 450 form			
	Copy to judge/magistrate judge		date mailed notice	
CB	courtroom deputy's initials	Date/time received in central Clerk's Office	mailing deputy initials	

U.S. DISTRICT COURT
2004 OCT 21 PM 12:18

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

DOCKETED
OCT 2 2 2004

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

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
Suzanne B. Conlon
United States District Court Judge

AGREED TO:

Dated: 10/20/04

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

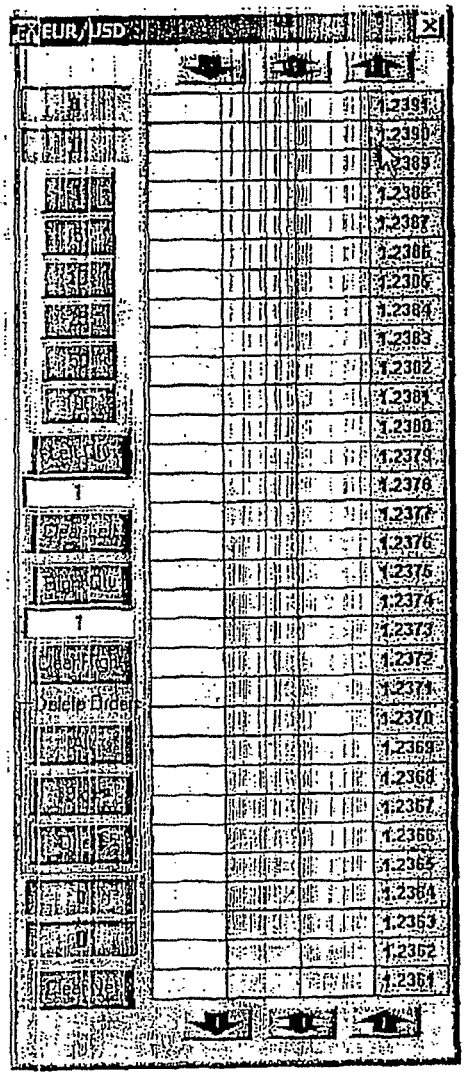

EXHIBIT
A
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COPY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

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

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.

TRADING TECH EXHIBIT 2283
IBG ET AL. v. TRADING TECH. - CBM2016-00054

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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Dated: 7/8/05

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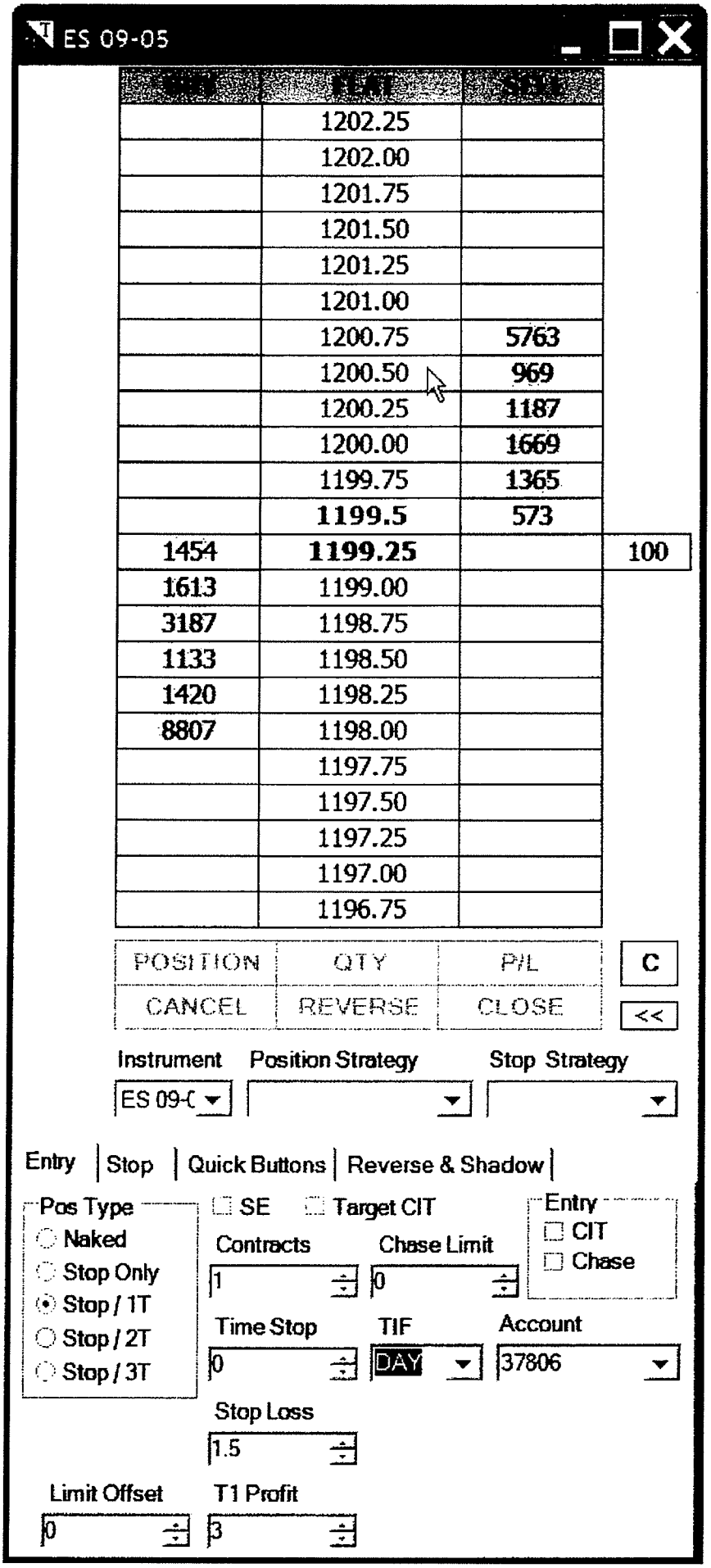
Attorneys for Defendant
NINJA TRADER, LLC



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TRADING TECH EXHIBIT 2283
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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.

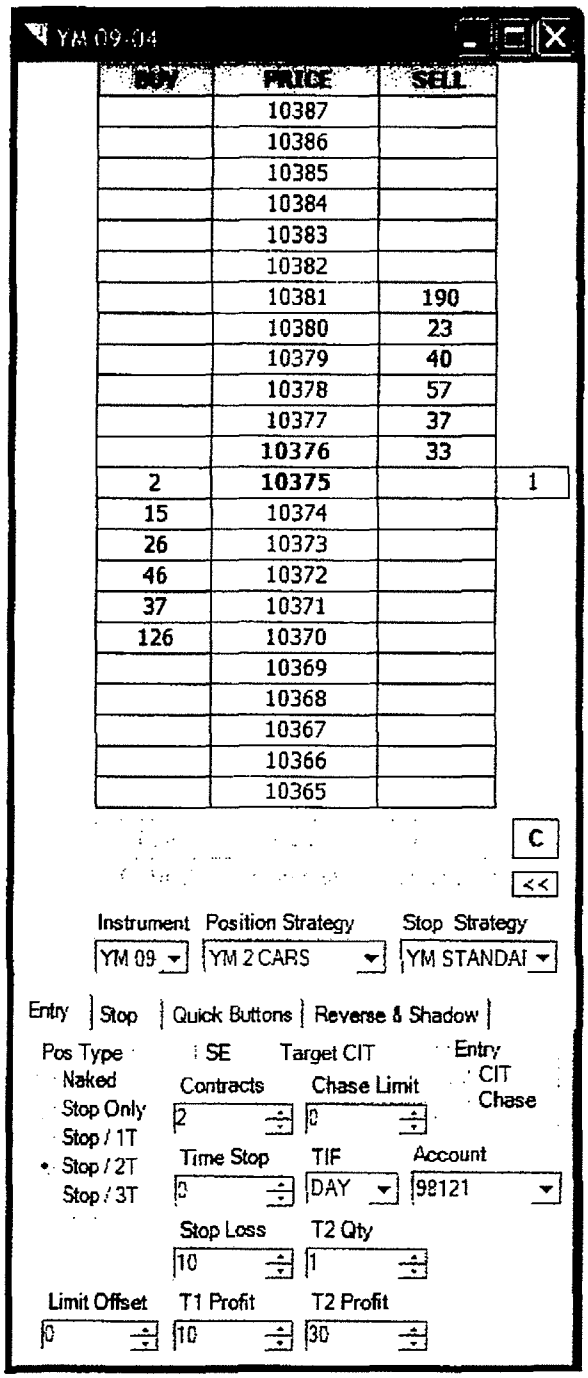
The Inside Market
The inside market is displayed as follows:

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



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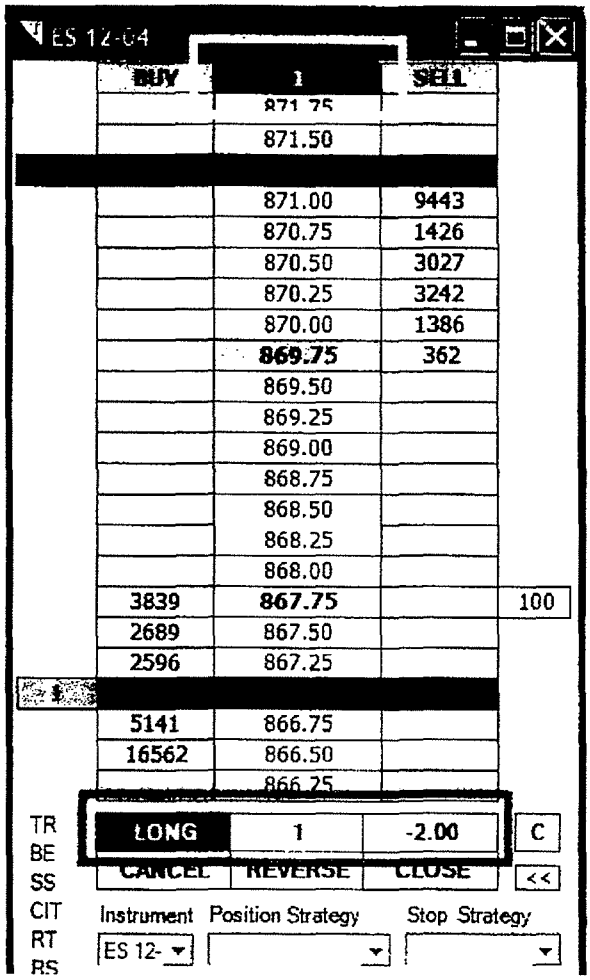
Position And Position Strategy Display

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.



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.

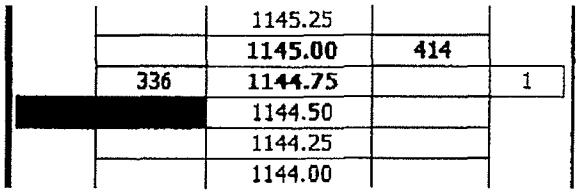
The following mouse conventions are used:

Left Click - Places LIMIT orders
Middle Click - Places STOP orders
Middle Click + CTRL Key - Places STOP orders

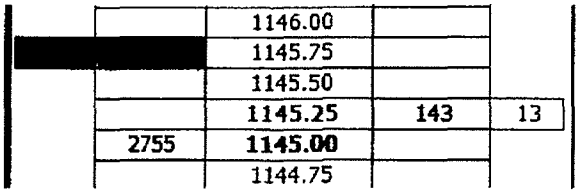
**The SuperDOM has as STOP order type default (either STOP LIMIT or STOP MARKET), this can be toggled via the right mouse click context menu. If STOP LIMIT is default, then middle click will place STOP LIMIT order while middle click + CTRL key combination will place STOP MARKET order. The inverse is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

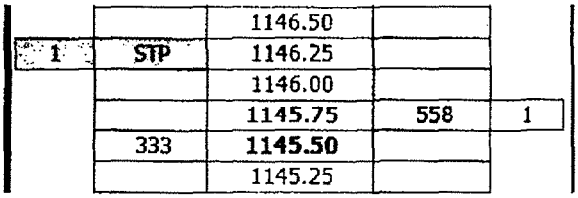


To place a STOP LIMIT order (assuming default stop order type is STOP LIMIT), middle click in the appropriate 'BUY' or 'SELL' column at the price level you wish the order to be submitted. A violet colored box will appear with the letters 'SLM' along with a size marker to the left of the 'BUY' column. 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.



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'.



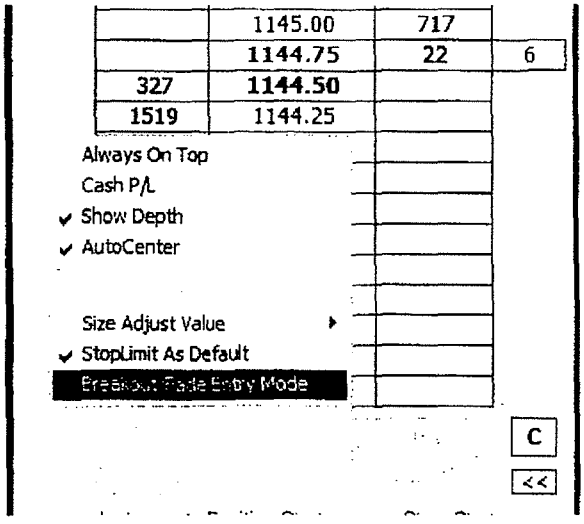
Placing Breakout/Fade Orders

Watch Video Tutorial: Breakout/Orders

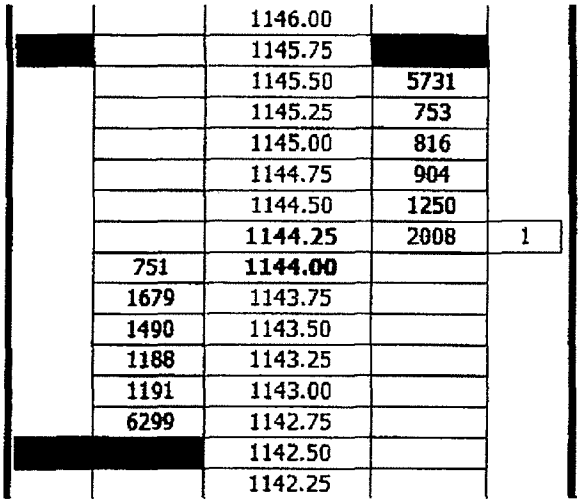
Breakout/Fade orders is where you can place two entry orders as an OCA pair. This means that once one order is filled, the other order will be automatically cancelled. There are several breakout/fade order combinations available:

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



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



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		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.

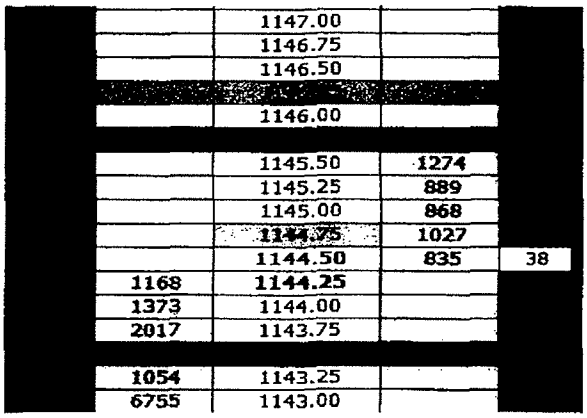
Left Click - Increments the order size
Middle Click - Decrements the order size

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

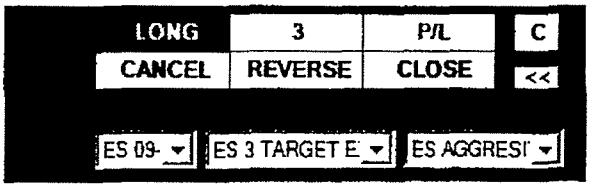
Watch Video Tutorial: Managing Positions

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)

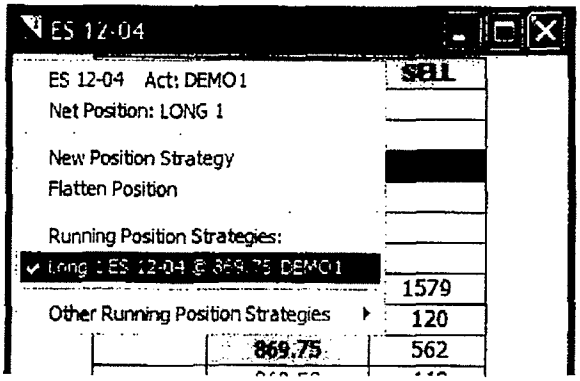
By clicking on the top middle button (which shows the account position) a menu will become available that provides position and position strategy management features. Different menu options will appear dependant on the current state of the SuperDOM, selected instrument and account.

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

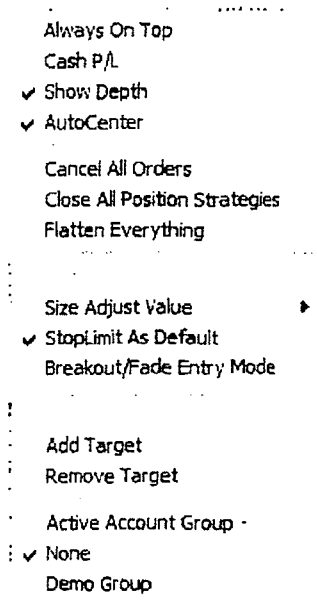
Breakout/Fade Entry Mode - Enable/disable breakout/fade entry mode for placing dual entry orders

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



AC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

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

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").

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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.

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IBG ET AL. v. TRADING TECH. - CBM2016-00054

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

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Matthew J. Sampson (ID No. 6207606)
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Attorneys for Plaintiff
TRADING TECHNOLOGIES INTERNATIONAL, INC.

Dated: 11/30/05

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MAN FINANCIAL, INC.

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TTX00052998

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EXHIBIT 1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

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

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 30, 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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Fax: (312) 913-0002

Attorneys for Plaintiff TRADING TECHNOLOGIES INTERNATIONAL, INC.

Dated: 5/20/2005

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Attorneys for Defendants PATSYSTEMS (NA) LLC and PATSYSTEMS PLC

TT0053003
TTX00053003

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EXHIBIT A

TRADING TECH EXHIBIT 2283
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QS2.8.3 - Microsoft Word
File Edit View Insert Format Tools Table Window Help
DOME
DOME (Depth Of Market Execution)
You can have many DOME 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 DOME 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 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
DOME - Liffe \ EURIBOR \ DEC02
Liffe \ EURIBOR \ DEC02
Total Traded Volume: 804
Flatten Lots: 45
Bid
Offer
96.995
96.990
96.985
96.980
96.975
96.970
96.965
96.960
96.955
96.950
96.945
96.940
96.935
96.930
96.925
50: total lots available at this price at the exchange
95
W10: Ten lot Working order in account 'Albert'
Net -30
4691.51
Go to Bid
Go to Last
Go to Offer
Pull
Bids
Offers
Account ALBERT
Page 6
Sec 1
6/13
English (U.S

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

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

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.

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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

TT0050600
TTX00050600

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TRADING TECH EXHIBIT 2283
IBG ET AL. v. TRADING TECH. - CBM2016-00054

AGREED TO:

Dated: 5/20/05

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Leif R. Sigmond, Jr. (ID No. 6204980)
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Dated: 5/20/2005

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TT0050601
TTX00050601

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TRADING TECH EXHIBIT 2283
IBG ET AL. v. TRADING TECH. - CBM2016-00054

EXHIBIT A

QS2.8.3 - Microsoft Word

File Edit View Insert Format Tools Table Window Help

100% Title Cover Helvetica 26

DOME

DOME (Depth Of Market Execution)

You can have many DOME 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 DOME 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 [illegible] price is the current best offer.

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

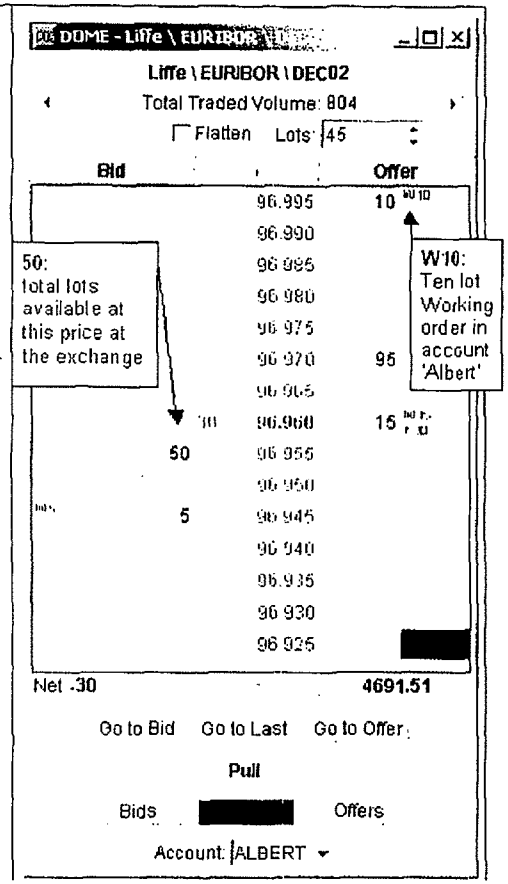
The figures in the blue (and pink) columns represent the total lot size of all available bids (and offers).

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



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

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

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

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.

TT0055521
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TRADING TECH EXHIBIT 2283
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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

TT0055522
TTX00055522

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TRADING TECH EXHIBIT 2283
IBG ET AL. v. TRADING TECH. - CBM2016-00054

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.

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TTX00055523

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TRADING TECH EXHIBIT 2283
IBG ET AL. v. TRADING TECH. - CBM2016-00054

SO ORDERED
Dated: 12-7-05

United States District Court Judge

AGREED TO:

Dated. December 6, 2005

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Attorneys for Plaintiff
TRADING TECHNOLOGIES INTERNATIONAL, INC.

Dated: December 6, 2005

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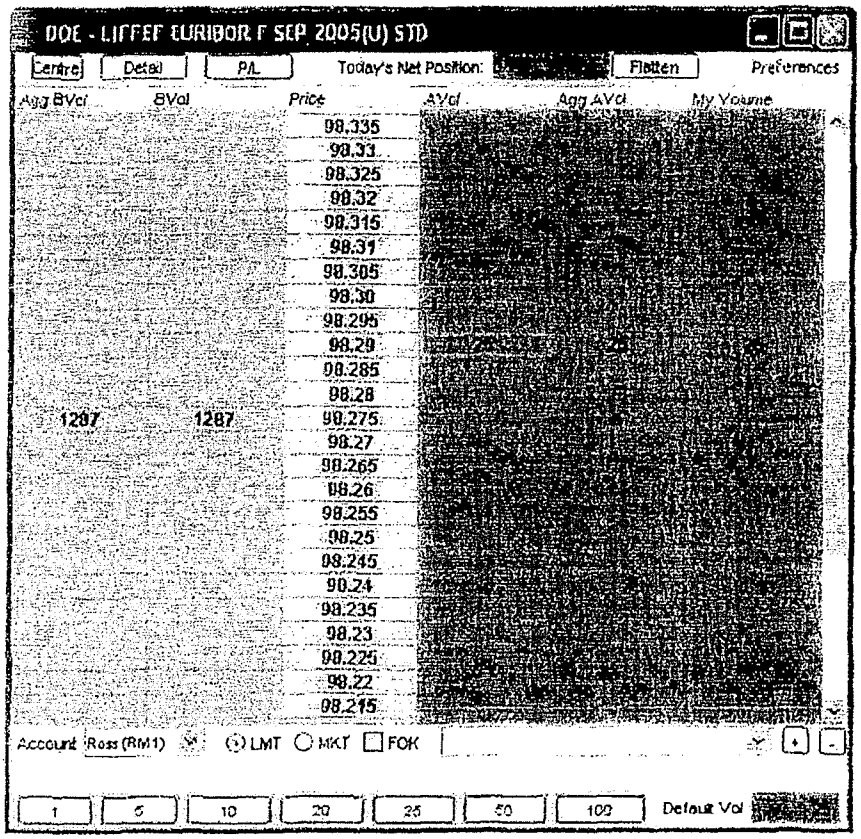
Attorneys for Defendants
NYFIX, INC. AND NYFIX OVERSEAS, INC.

EXHIBIT 1

NYFIX Depth Order Entry Window (Old Version)



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 TRADEMAVEN GROUP, L.L.C.	:	Hon. Ian H. Levin, U.S.M.J.
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:

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TTX00098580

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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

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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.

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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.

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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

Charles P. Kocoras

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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Dated: March 20, 2006

s/ Phillip M. Pippenger

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Dated: March 21, 2006

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TT0098585
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TRADING TECH EXHIBIT 2283
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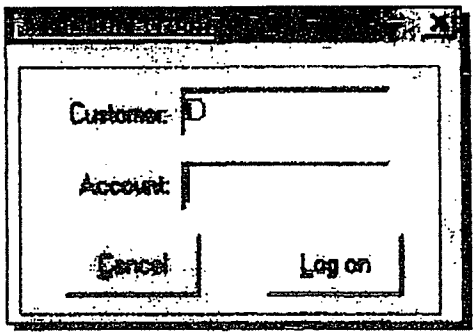
EXHIBIT 1

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.

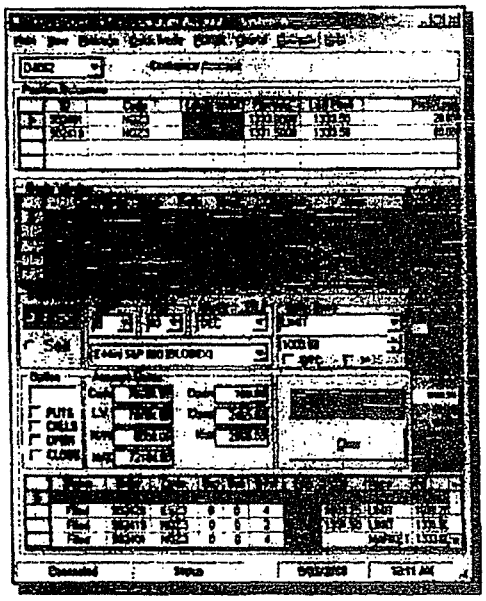
Every order will default to a market order unless you specify a type of order, such as a stop, limit, MIT (market-if-touched), SCO (stop-close-only) or MOC (market-on-close). Should you need to place one of these specific orders, just click on the small arrow to the right of order spec (order type) and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

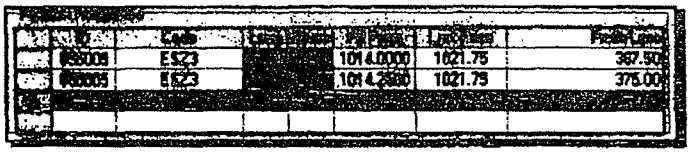
In the lower left hand corner of the BEST Direct order entry window, you will notice that there is a place to enter basic option orders. To place an option order, simply specify the quantity, year, month and the commodity. Then specify the strike price, whether it is a put or call and whether it is an 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.



ID	Code					
[illegible]	ESZ3			1014.0000	1021.75	387.50
[illegible]	ESZ3			1014.2500	1021.75	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 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.

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 confirmed 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.

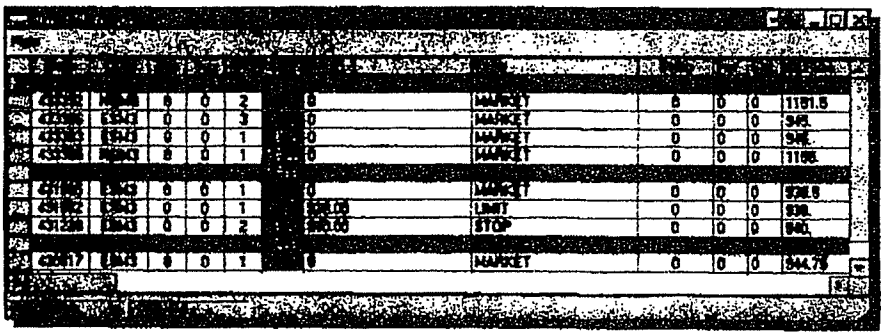
To see a more detailed status of your trades, you can access the Order Management screen by clicking on the "View" heading of the BEST Direct order entry window. The Order Management screen is a larger version of the status screen located at the bottom of the BEST Direct order entry window. You can also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



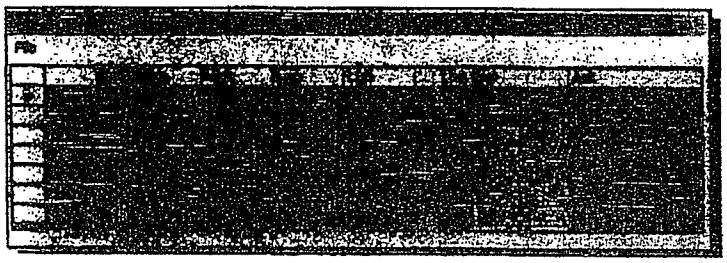
Cancel/Replace

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

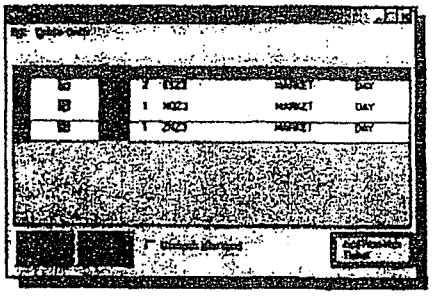
By selecting this option, as discussed previously, the Order Management window will show you the status of all of your orders. The Order Status screen that you see at the bottom of the BEST Direct order entry window basically is a condensed version of the Order Management window.

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.

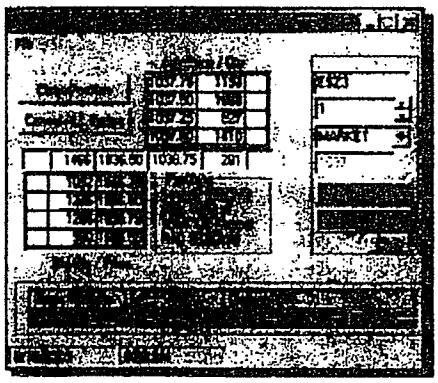
MESSAGE

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.

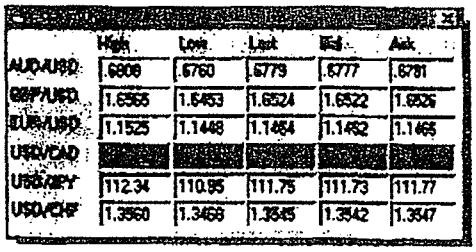
Confirmation - This refers to the confirmation message, which appears when you place a trade verifying that the order being placed is correct. From the first time you open File, this feature will be checked, and you will receive a confirmation message with every order placed, which is strongly recommended 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.



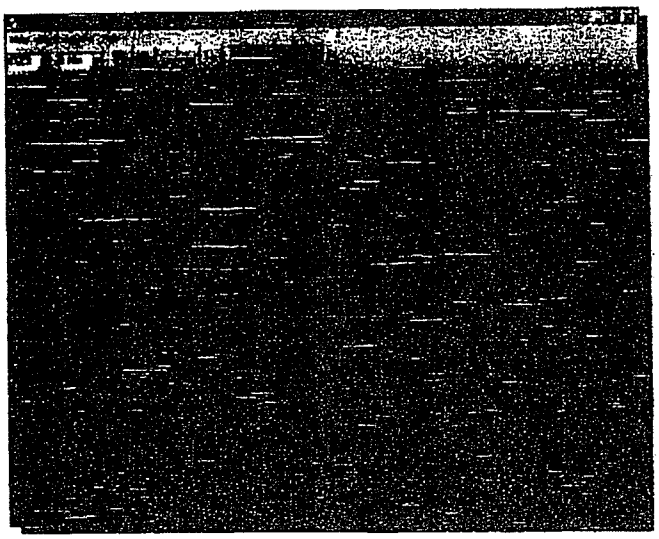
	High	Low	Last	Bid	Ask
AUD/USD	.6809	.6760	.6779	.6777	.6781
GBP/USD	1.6565	1.6453	1.6524	1.6522	1.6526
EUR/USD	1.1525	1.1448	1.1464	1.1462	1.1465
USD/CAD					
USD/JPY	112.34	110.95	111.75	111.73	111.77
USD/CHF	1.3560	1.3468	1.3545	1.3542	1.3547

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.

USING THE BEST DIRECT TOOLBAR

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.

PFG Financial Group, Inc.

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800.333.5673 • 312.775.3000

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

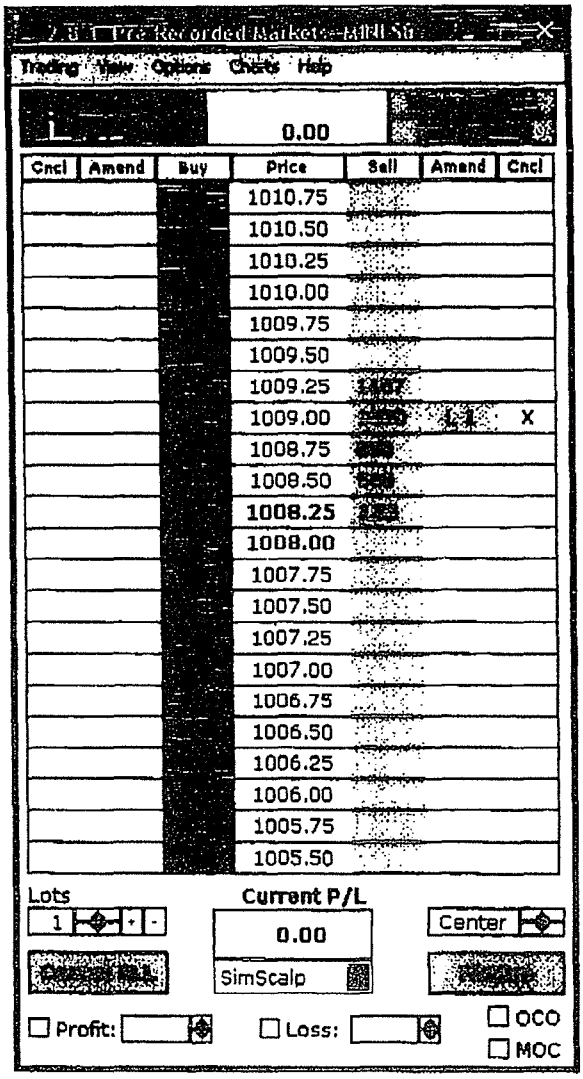
EXHIBIT B

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.



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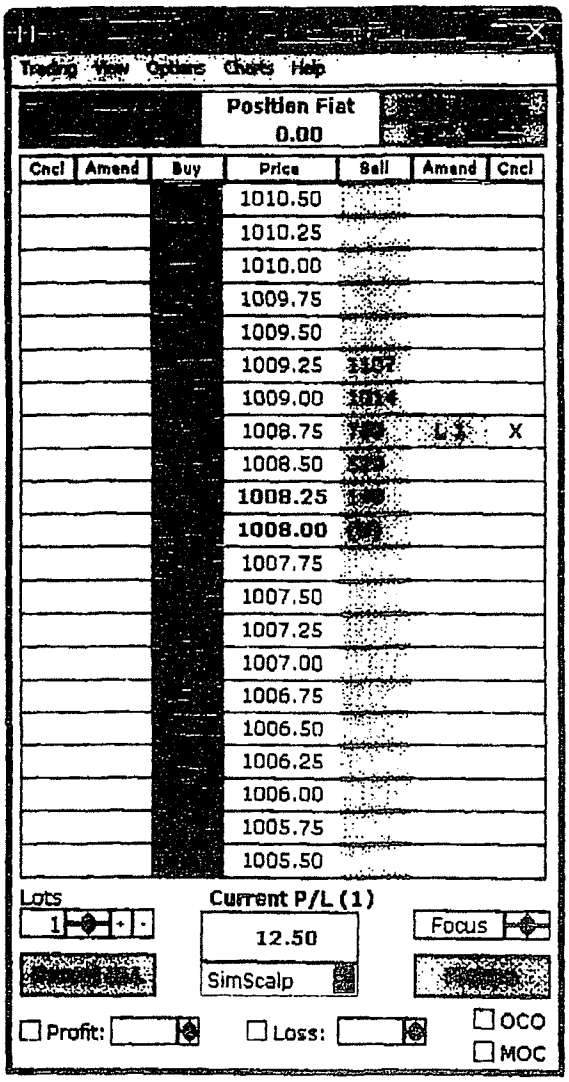

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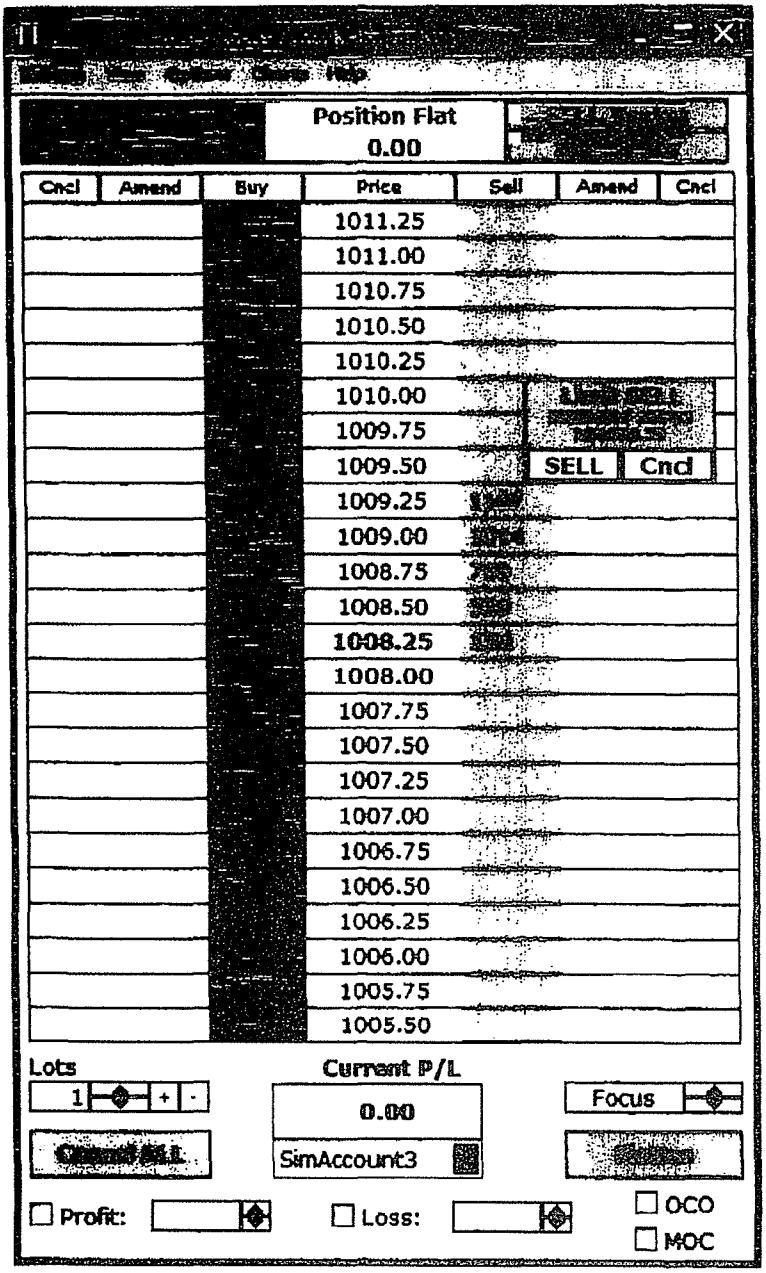
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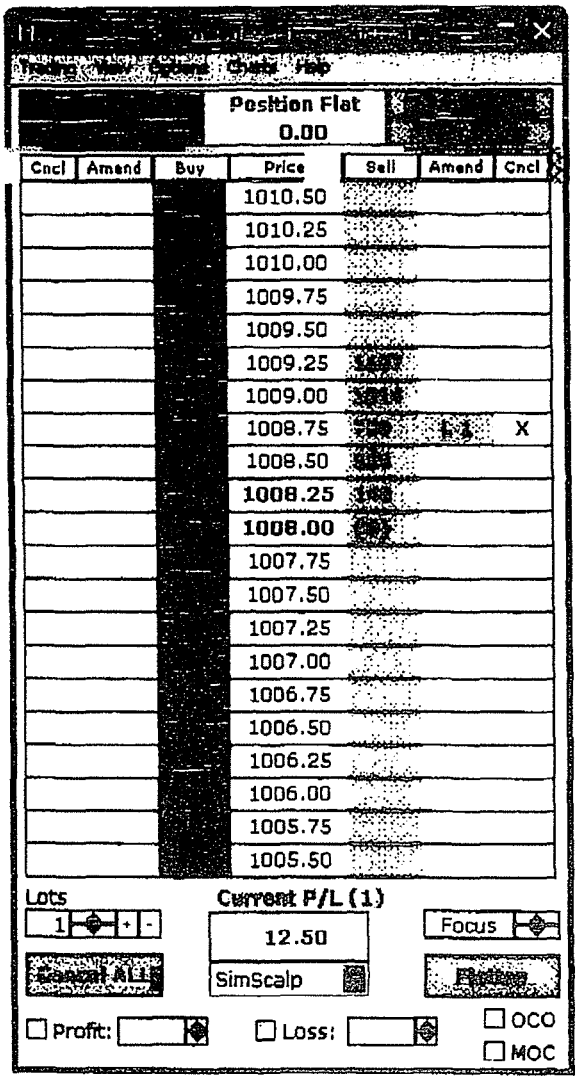
EXHIBIT 2

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 curser 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.



TT0098604

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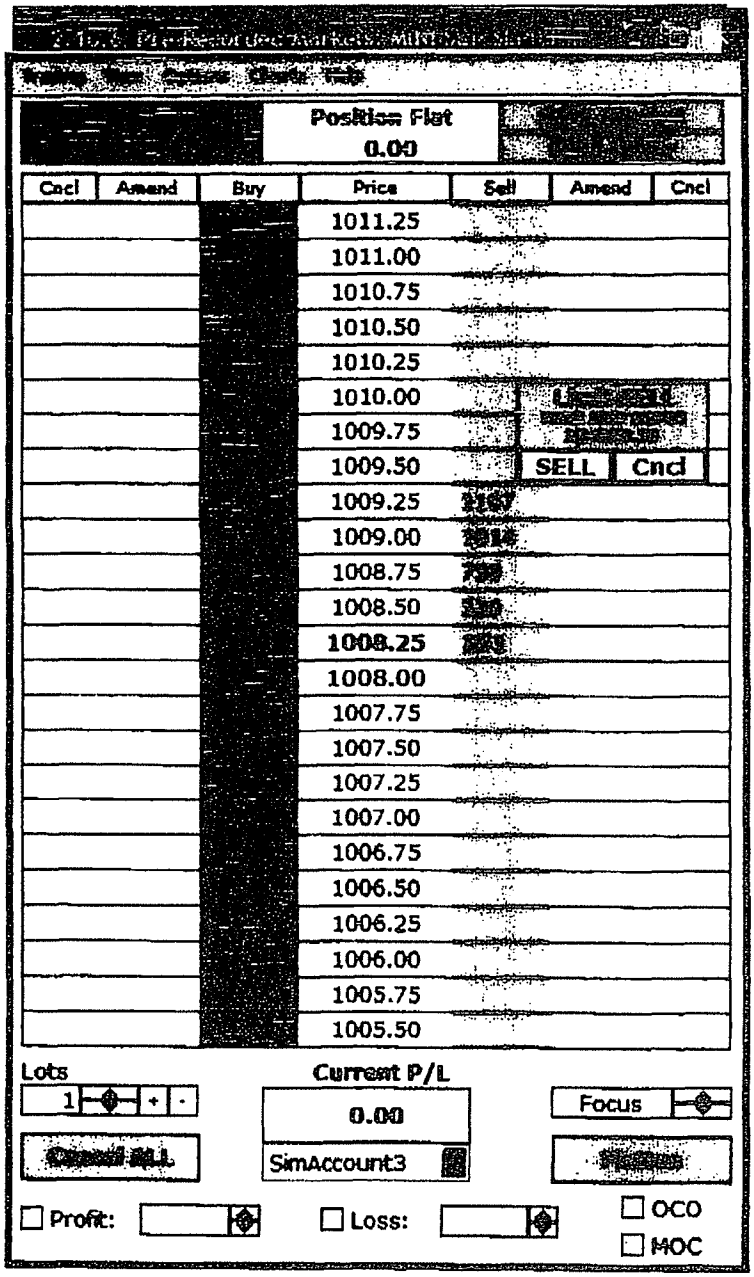
TRADING TECH EXHIBIT 2283
IBG ET AL. v. TRADING TECH. - CBM2016-00054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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

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

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. Holderman
United States District Court Judge

AGREED TO:

Dated: July 29, 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: July 29, 2005

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Fax: 202 293 9035

RTS REALTIME SYSTEMS INC.,
RTS REALTIME SYSTEMS AG,

EXHIBIT 1

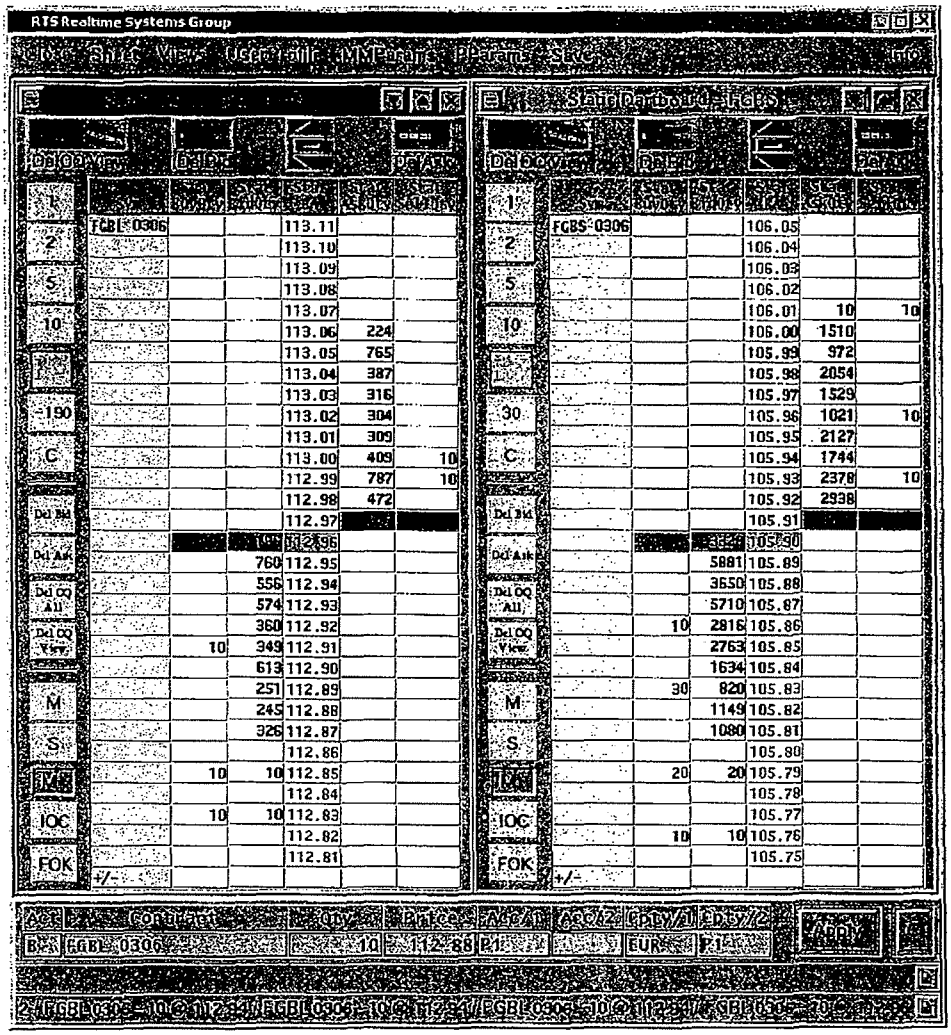
TRADING TECH EXHIBIT 2283
IBG ET AL. v. TRADING TECH. - CBM2016-00054

Exhibit 1

a.) RTD Static Dartboard 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 Dartboard



TT0050583

TTX00050583

View Layout

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

- Market area
- Quantity Toolbar
- Main Toolbar

Quantity Toolbar

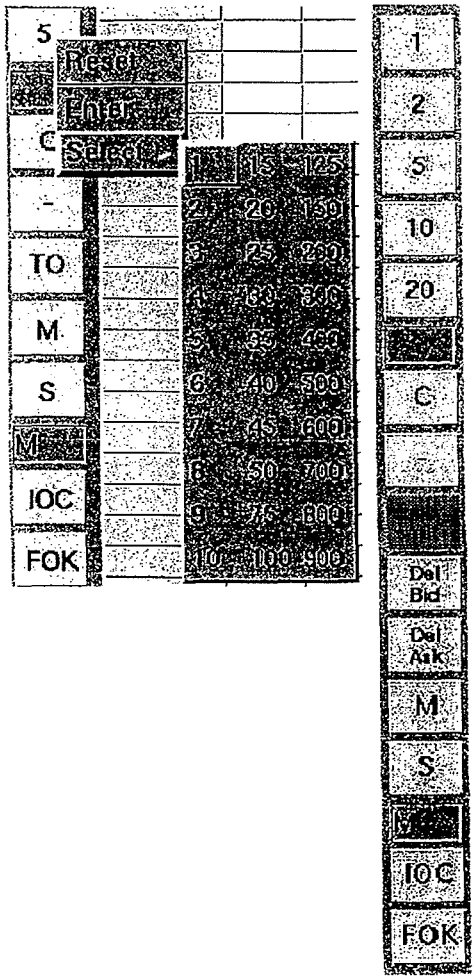
The default quantity toolbar is looking like this:

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.



COPY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Trading Technologies International, Inc.	)	
	)	Civil Action No. 05 C 4354
Plaintiff,	)	
	)	
v.	)	Judge Filip
	)	
Rolfe & Nolan Systems Inc.	)	
	)	
Defendant.	)	

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. The terms of that Settlement Agreement are incorporated by reference herein for this Order. WJ

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: 8/5/05

United States District Court Judge

AGREED TO:

Dated: 8/3/05

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: 8/3/05

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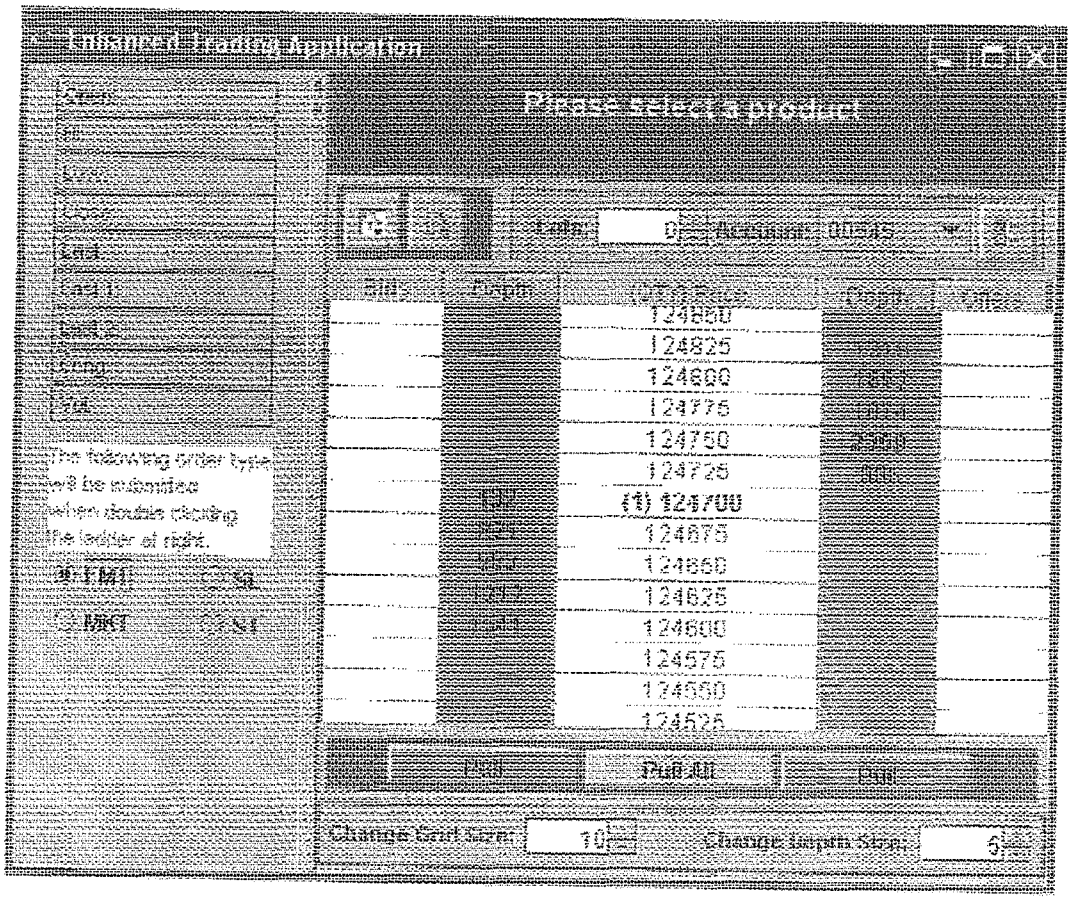
Attorneys for Defendant
ROLFE & NOLAN SYSTEMS INC



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, v. Strategy Runner, LLC, Defendant.	Civil Action No. 05 C 4357 Judge Coar Magistrate Judge Nolan

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. 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: 8/1/05

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Attorneys for Defendant
STRATEGY RUNNER, LLC

CH01/ 12434608.2

Exhibit 1

Example Strategy Runner Screenshot and Documentation

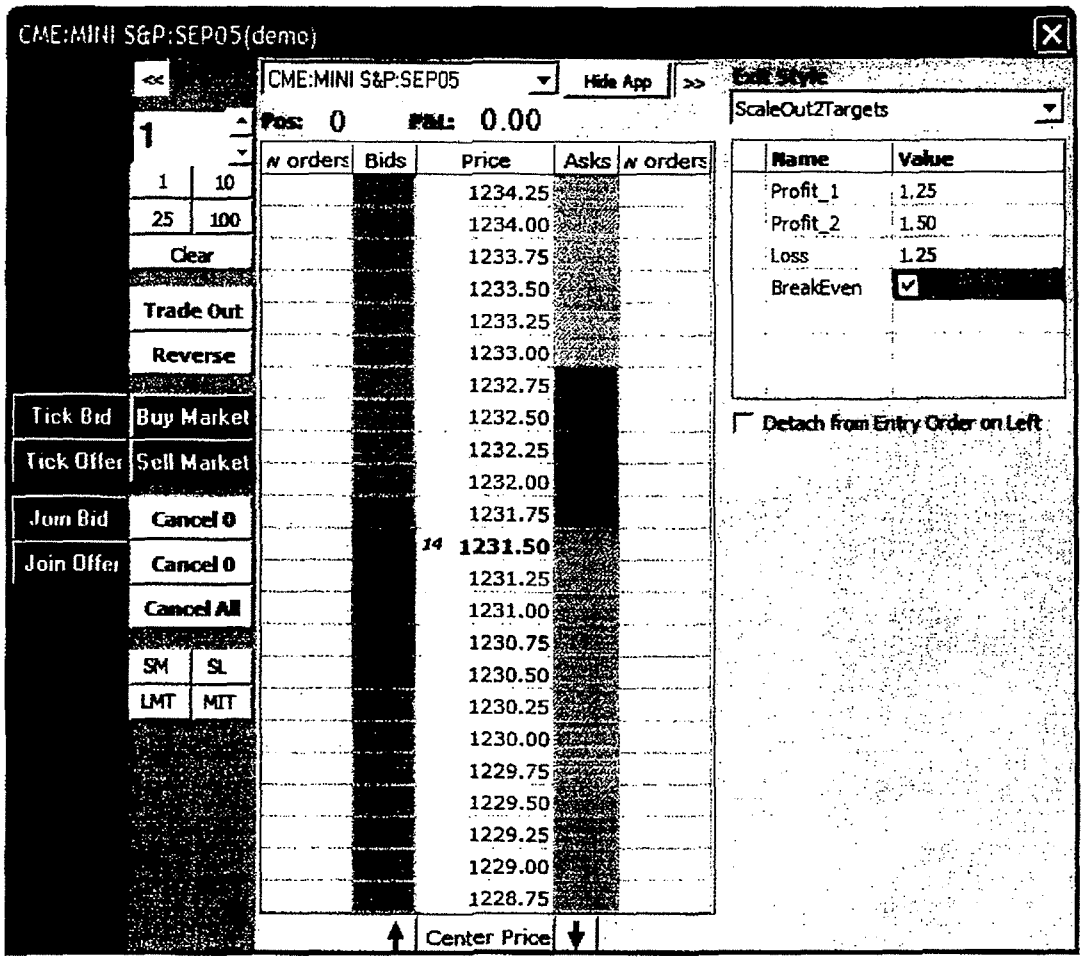
Static Market Pane

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)
<<
CME:MINI S&P:SEP05
Hide App
>>
Exit Style
ScaleOut2Targets
Pos: 0
P&L: 0.00
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
N orders
Bids
Price
Asks
N orders
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1234.00
1233.75
1233.50
1233.25
1233.00
1232.75
1232.50
1232.25
1232.00
1231.75
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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
Detach from Entry Order on Left

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

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

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.

TT0050551
TTX00050551

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TRADING TECH EXHIBIT 2283
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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
203 N. LaSalle, Suit 1900
Chicago, IL 60601
Tel: (312) 368-4000
Fax: (312) 236-7516

Attorneys for Defendants
FFASTFILL PLC, FFASTFILL INC., FUTURE DYNAMICS INC., FFASTTRADE LLC, FFASTFILL EUROPE LTD., AND FFASTFILL FD LTD.

TT0050554
TTX00050554

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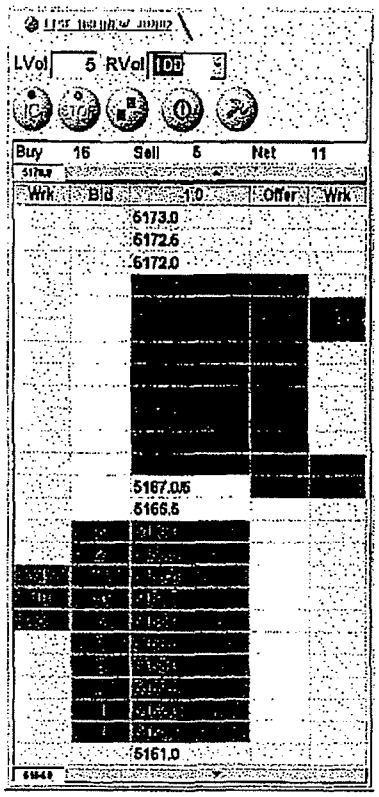
The Crossfire Quicktrade function.

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.

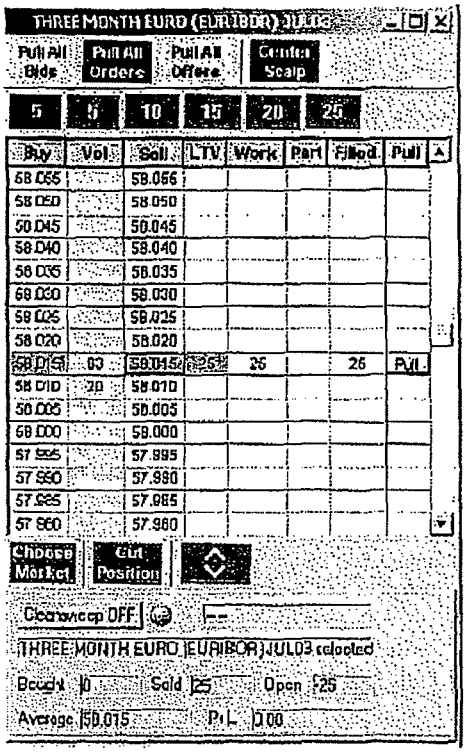
Exhibit 1 & B

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 turn 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)
Pull All Bids
Pull All Orders
Pull All Offers
Combo Scalp
5
10
15
20
25
Buy
Vol
Sell
LTV
Work
Part
Filled
Pull
58.055
58.050
58.045
58.040
58.035
58.030
58.025
58.020
58.015
03
58.015
25
25
26
Pull
58.010
20
58.005
58.000
57.995
57.990
57.985
57.980
Choose Market
Cut Position
Clearswap 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, v. TransMarket Group L.L.C., Defendant.	Civil Action No. 05 C 5161 Judge Filip Magistrate Judge Schenkier

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.

TT0055514
TTX00055514

TRADING TECH EXHIBIT 2283
IBG ET AL. v. TRADING TECH. - CBM2016-00054

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)
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: 9/12/2005

Ira Kalina (ID No. 6225281)
Gardner, Carton & Douglas LLP
191 North Wacker Drive
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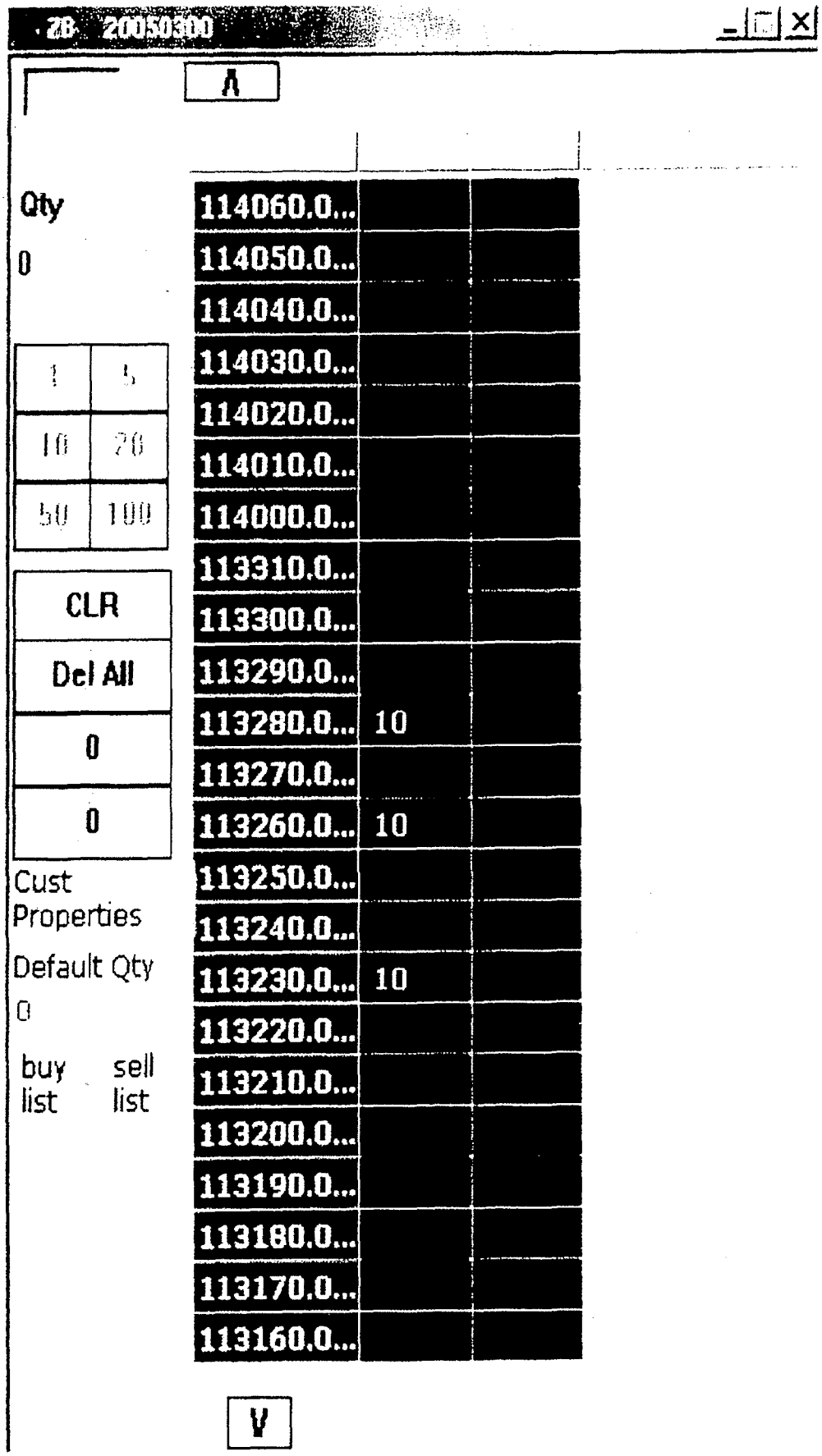
Chicago, Illinois 60606-1698
Tel.: 312.569.1000
Fax: 312.569.3000
Attorneys for Defendant
TRANSMARKET GROUP LLC

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.



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AE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

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

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.

TT0053033
TTX00053033

TRADING TECH EXHIBIT 2283
IBG ET AL. v. TRADING TECH. - CBM2016-00054

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.

TT0053035
TTX00053035

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TRADING TECH EXHIBIT 2283
IBG ET AL. v. TRADING TECH. - CBM2016-00054

SO ORDERED
Dated: 11/2/05

James B. Moran
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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Fax: (703) 816-4100
Attorneys for Defendants
ORC SOFTWARE, INC. and ORC SOFTWARE AB (PUBL)

TT0053036
TTX00053036

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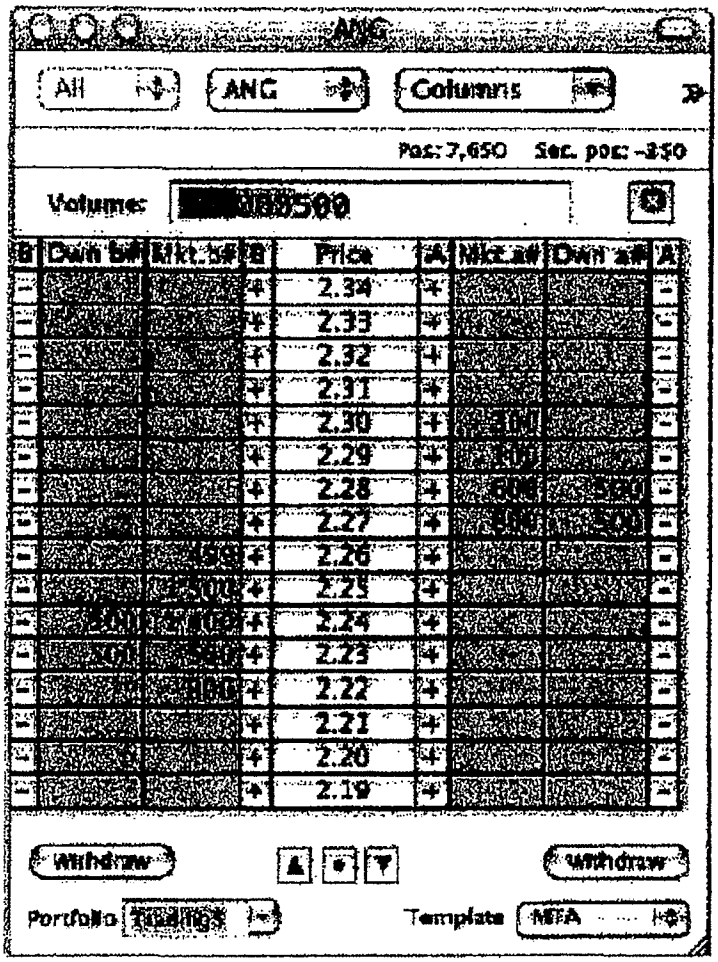
TRADING TECH EXHIBIT 2283
IBG ET AL. v. TRADING TECH. - CBM2016-00054

EXHIBIT 1



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, v. 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.	Civil Action No. 05 C 1079 The Honorable Wayne Andersen Magistrate Geraldine Soat Brown

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:

TRADING TECH EXHIBIT 2283
IBG ET AL. v. TRADING TECH. - CBM2016-00054

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,

TRADING TECH EXHIBIT 2283
IBG ET AL. v. TRADING TECH. - CBM2016-00054

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.

TRADING TECH EXHIBIT 2283
IBG ET AL. v. TRADING TECH. - CBM2016-00054

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
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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

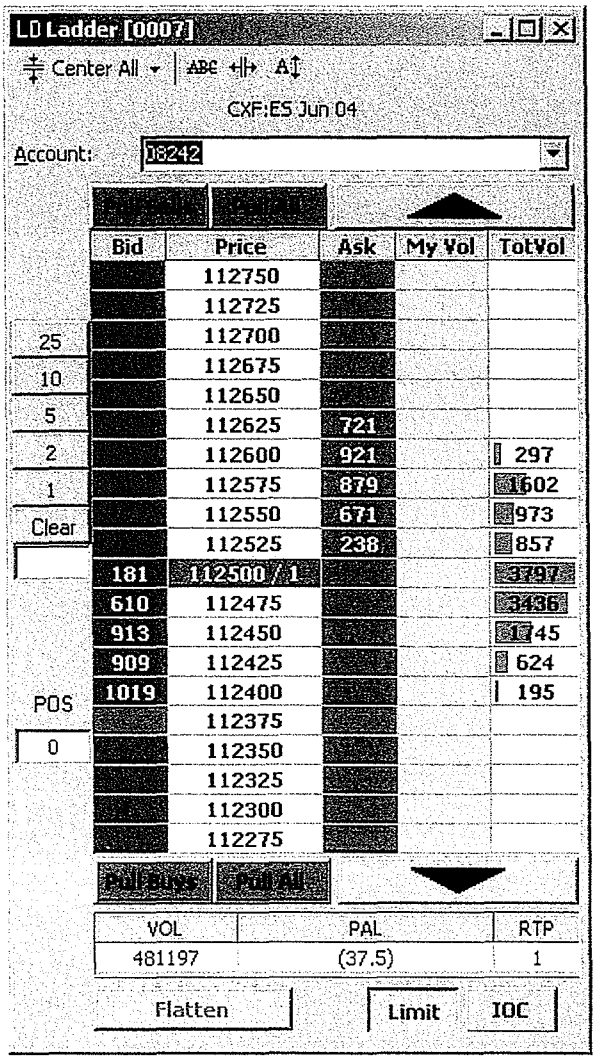
Dated: November 17, 2006

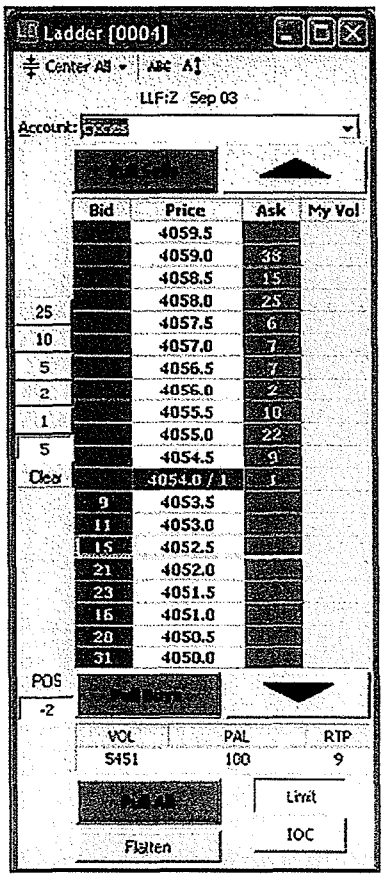
s/ Jerry L. Switzer, Jr.

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

EXHIBIT 1

The Software





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

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

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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

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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. Hibbler

United States District Court Judge

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AGREED TO:

Dated: 1/12/11

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Matthew J. Sampson (ID No. 6207606)
S. Richard Carden (ID No. 6269504)
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Attorneys for Plaintiff
TRADING TECHNOLOGIES INTERNATIONAL, INC.

Dated: 1-12-2011

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

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EXHIBIT 1

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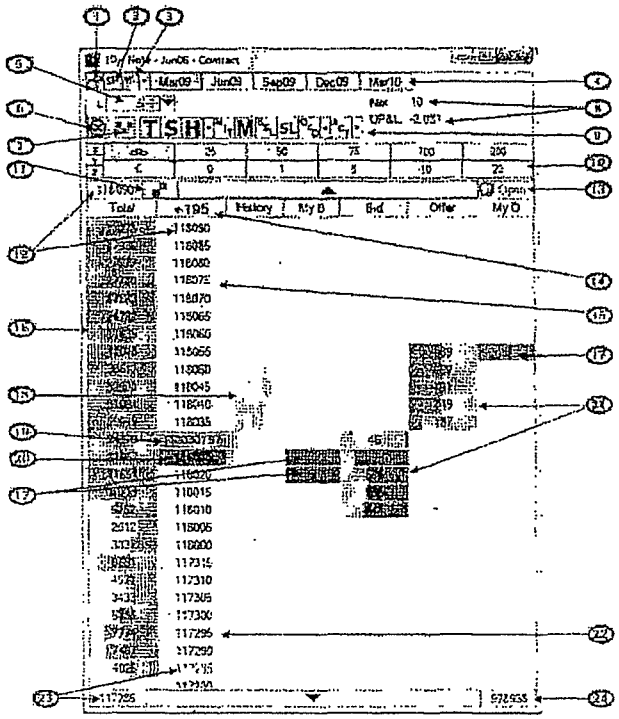
T4 Client

By Nate Ostrye

Contract



1		Properties	Change properties for the contract window
2	SP	Strategy Activation	Allows users to view both outrights 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:	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

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			options in the contract properties)
9	T S	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		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	973988	Total Trading Volume	The total trading volume per session

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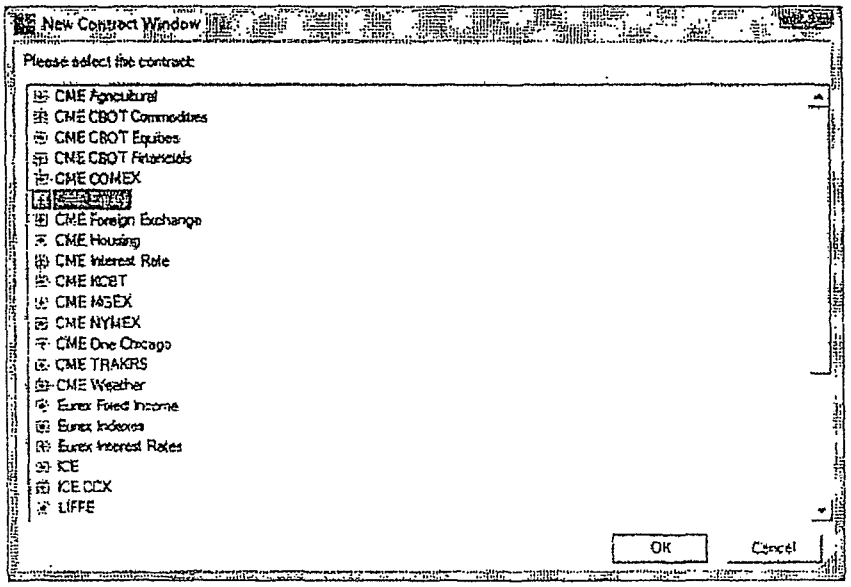
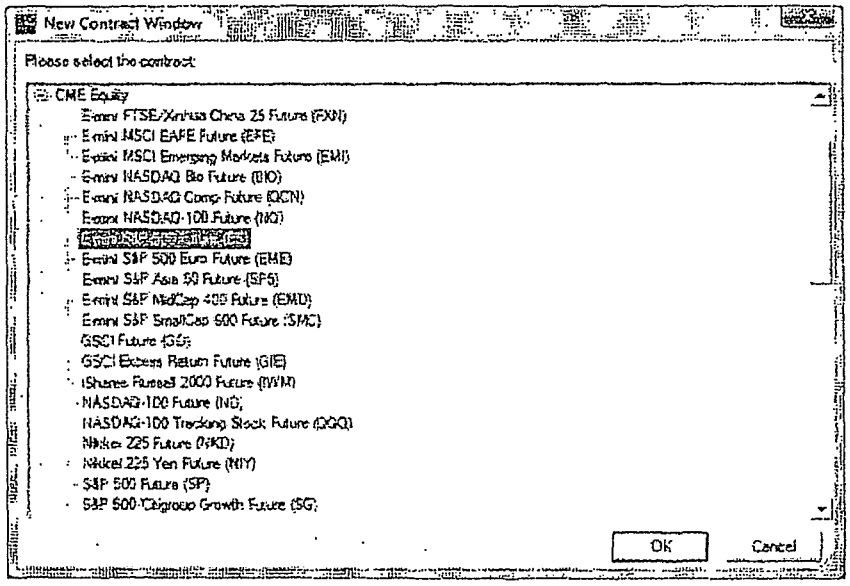
Selecting Contracts



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



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

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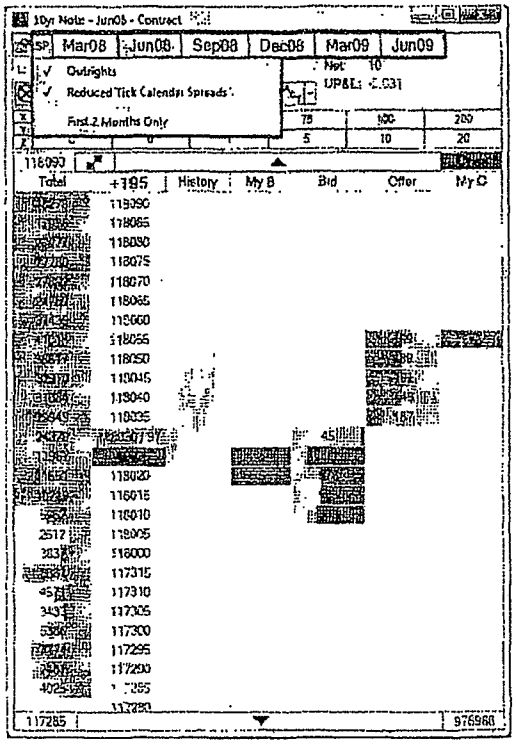
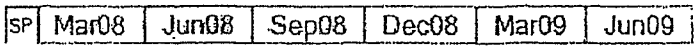
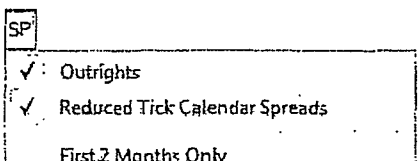
Selecting Months and Strategies

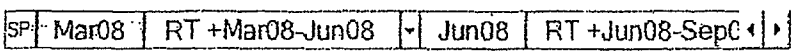


Use the following Market Tab to switch between available markets. Just click on the market that you desire to trade. If you want to view multiple markets for the same contract then just open a second Contract and select the additional market.



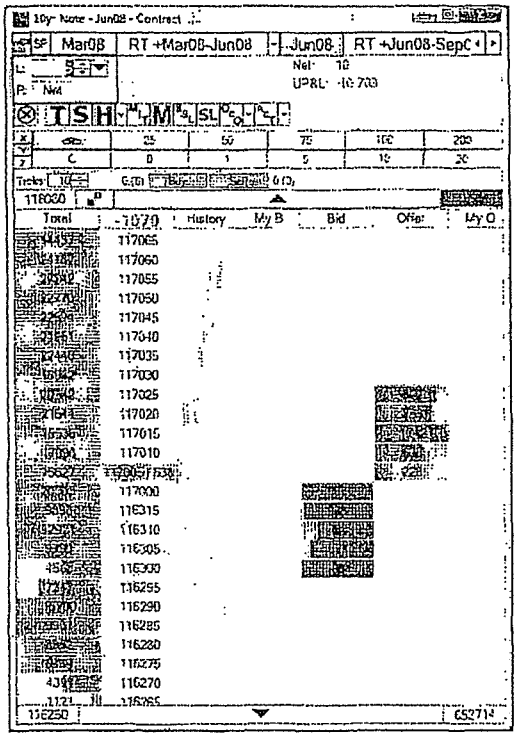


The Spread dropdown allows you to choose whether or not strategies are visible in the Market Tab Strip. If a contract has no spreads available then the 'SP' button will not be displayed. The SP dropdown will display all available strategies for that market. If you do not to see all the available markets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



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



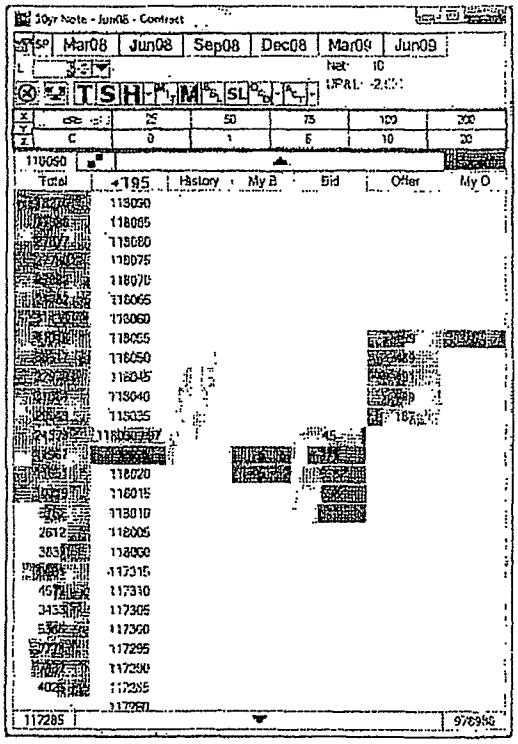
A Contract volume must be set prior to submitting an order. If you try and submit an order with no volume it will be rejected. By default only left click trading is enabled. If you would like to take advantage of right click net, or a separate right click volume, you will need to enable right click trading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

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

L: [1]	This **volume** is used when submitting an order with a **left** click.
R: Net Or R: [1]	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.

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

Volume Bar



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

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

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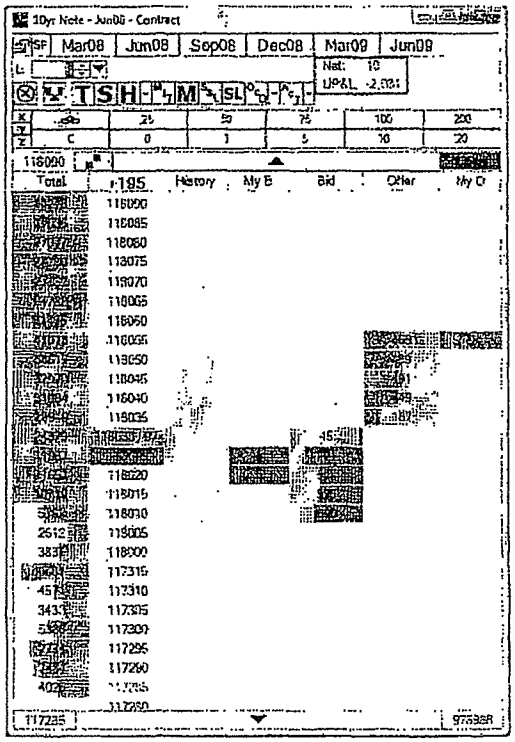

Account Position information is displayed in the upper right corner of the Contract. By default your Net Position and Unrealized Profit and Loss are listed. Only trades for the current market and account are included. Additional account position fields can be selected from the Accounts tab of the Contract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

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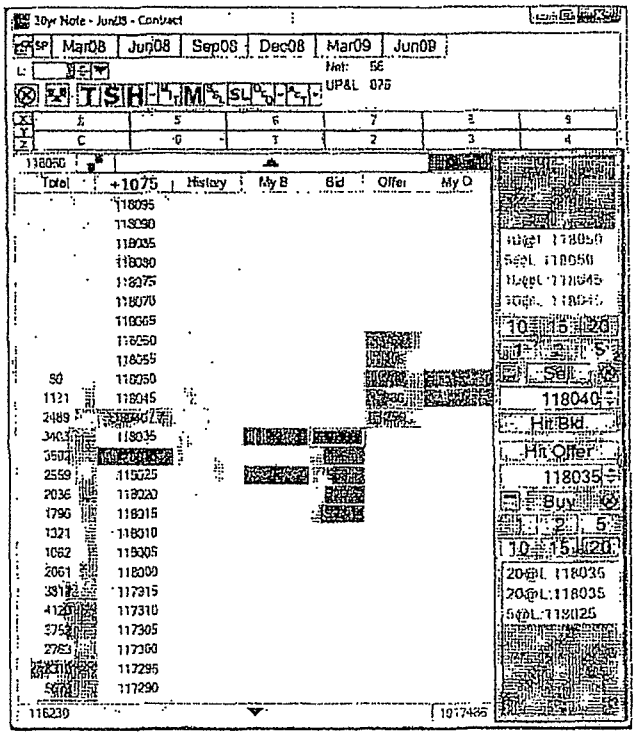
Contract Ticket



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.

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

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

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:

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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

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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]

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

Dated: April 25, 2011

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Tel.: (312) 923-2613
Fax.: (312) 527-0484

Attorneys for Defendant
TRADEHELM, INC.

TRADING TECH EXHIBIT 2283
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Exhibit 1

to Ex. I (Consent Judgment)

TRADING TECH EXHIBIT 2283
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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:

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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

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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/drifting 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)

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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

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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.

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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:

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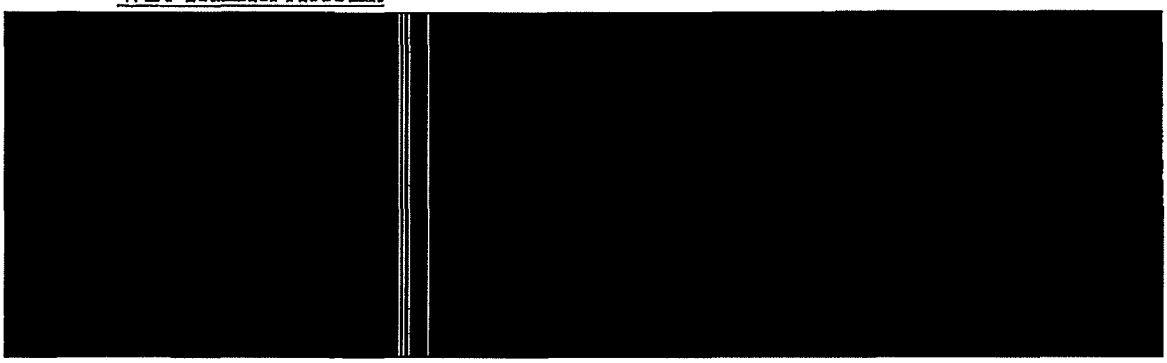
Wire Transfer Account



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)

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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.

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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

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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.

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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

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

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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.

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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]

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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 representatives.

TRADEHELM, INC.

By: _____

Name: Brad Tirmenstein

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

TRADING TECH EXHIBIT 2283
IBG ET AL. v. TRADING TECH. - CBM2016-00054

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

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

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:

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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

TRADING TECH EXHIBIT 2283
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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]

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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
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.

TRADING TECH EXHIBIT 2283
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Exhibit B

PRESS RELEASE

TRADING TECH EXHIBIT 2283
IBG ET AL. v. TRADING TECH. - CBM2016-00054

TRADING TECHNOLOGIES®

TradeHelm

FOR IMMEDIATE RELEASE

News Release

Contact: **Ray Carmichael**
Vivid Ascent
312.346.2022
ray@vividascent.com

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

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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)

TRADING TECH EXHIBIT 2283
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TradeHelm

Advanced Correlation and Algorithmic Trading Solutions

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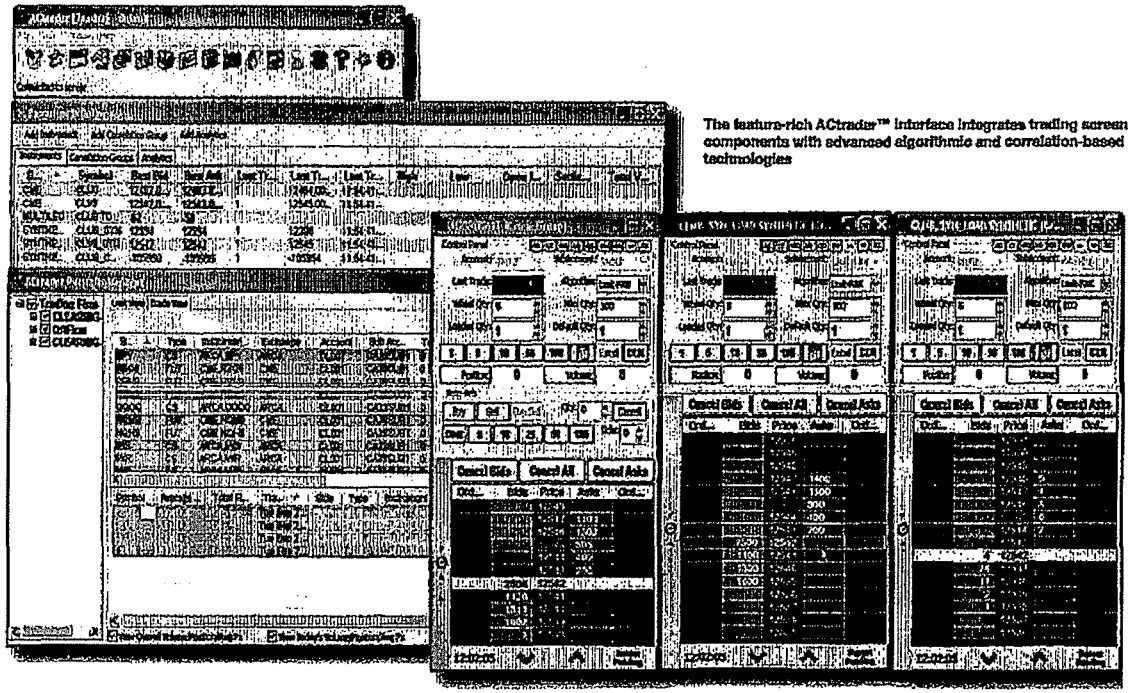
Automated Correlation Trading Technology

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

ACTRADER™ NG SYSTEM

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

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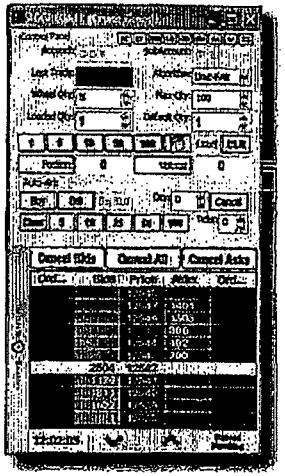
ACTRADER FEATURES



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

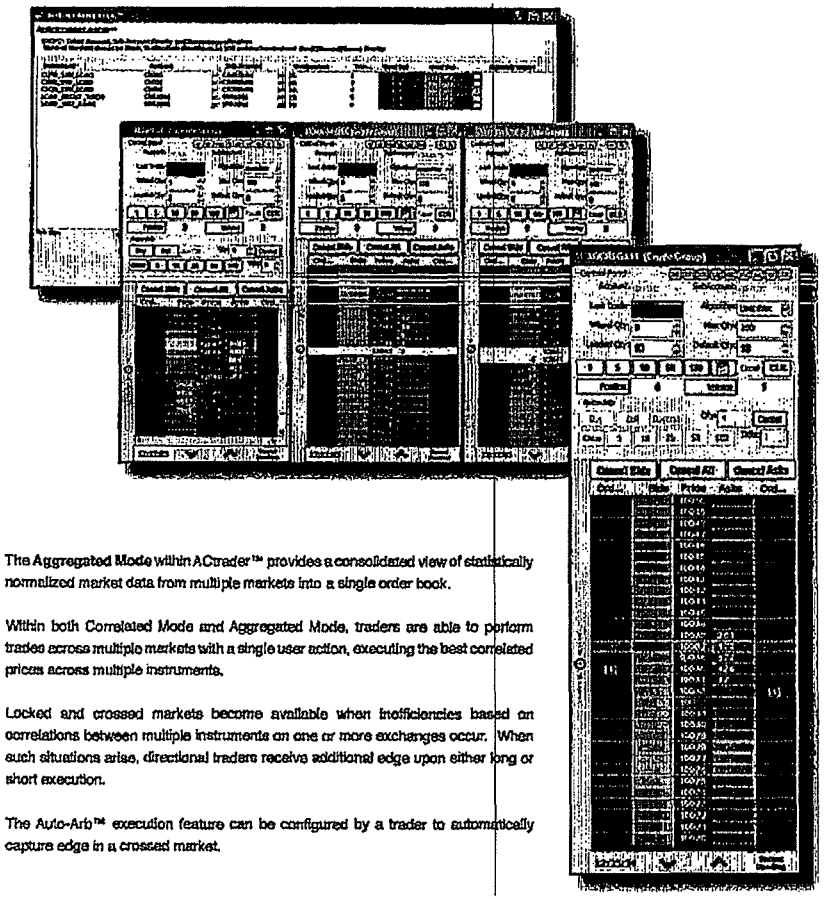
Correlated Mode - "level the playing field" by programmatically adjusting the prices of some instruments to look like others, and highlighting correlated price levels across all instruments in exchange listed or synthetic mode

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.

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Automated Predictive Trading Technology

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

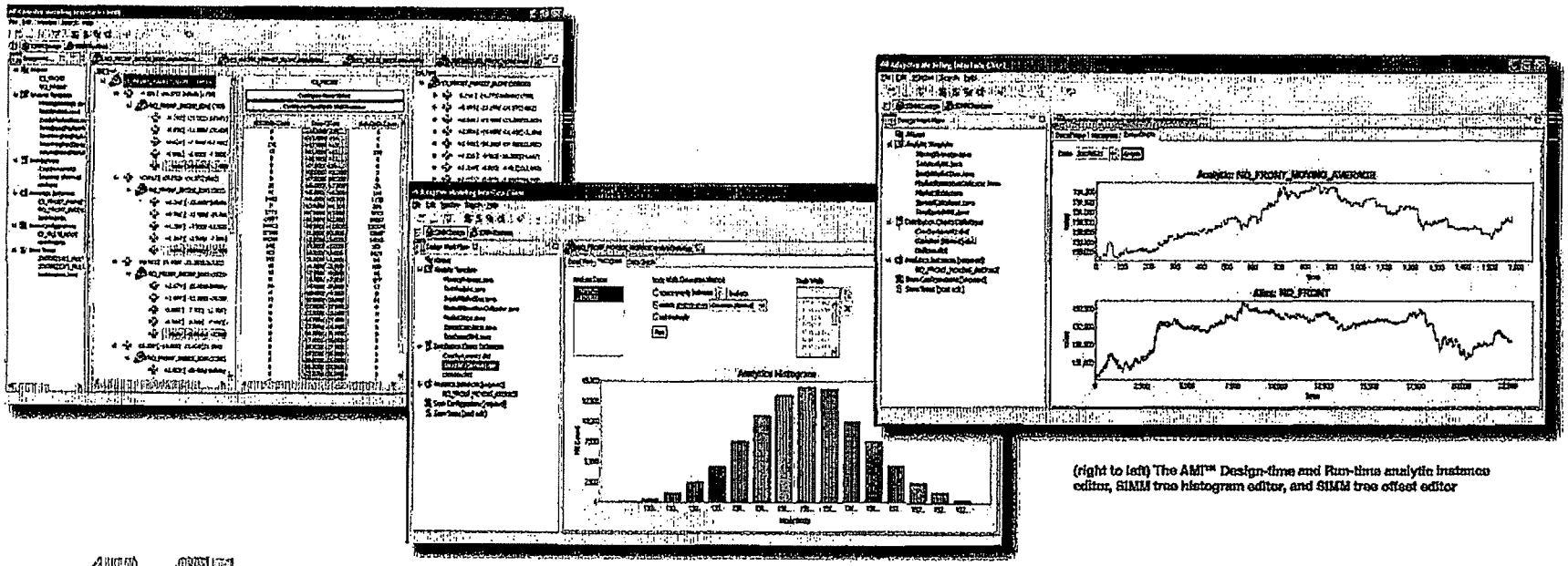
AMI™ technology employs a predictive modeling scheme to analyze data derived from selected financial instruments. Once a strategy is determined by the trader and implemented in the system, a pricing model within a decision tree is used to predict the future price of the financial instrument. Traders 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

ADAPTIVE MODELING INTERFACE™

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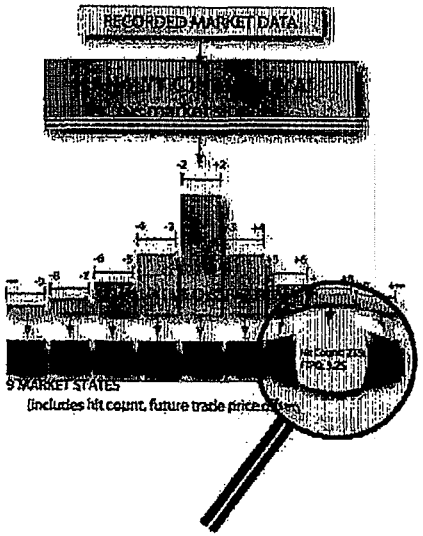
THE AMI™ FINITE STATE MACHINE DECISION TREE

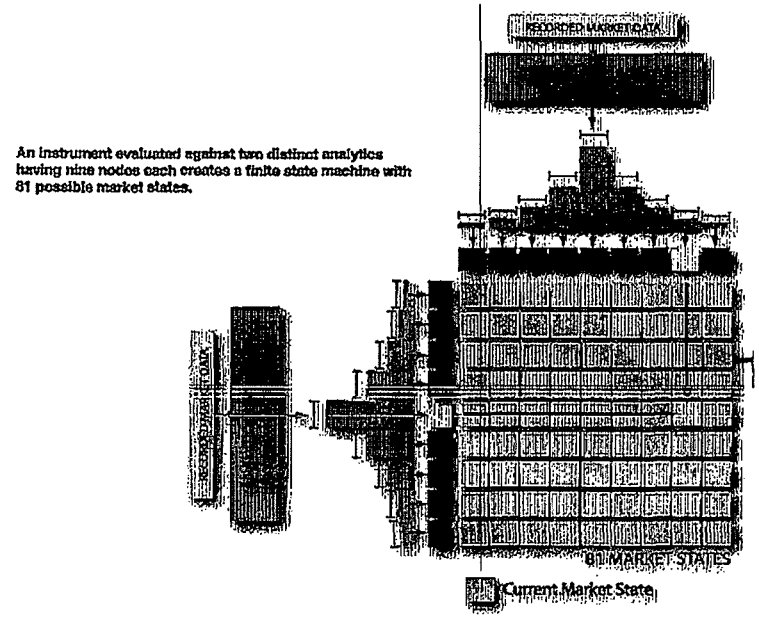
The strength of AMI™ is found in the system's ability to distill the market into discrete states following complex analysis and normalization of historical market data. Once market states are defined, traders have a powerful tool that evaluates real-time book data against an array of market states to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

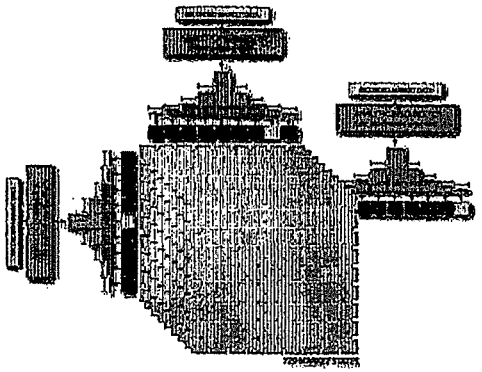
Once market data is recorded using built-in AMI™ recorders, traders can evaluate historical data against analytics such as market momentum, slope, simple moving average (SMA), exponential moving average (EMA), Bollinger bands, stochastic processes, or other custom analytics. The output of this analysis 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.

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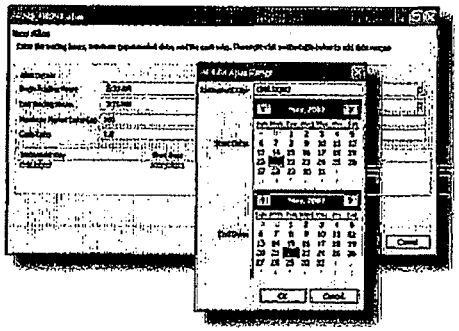
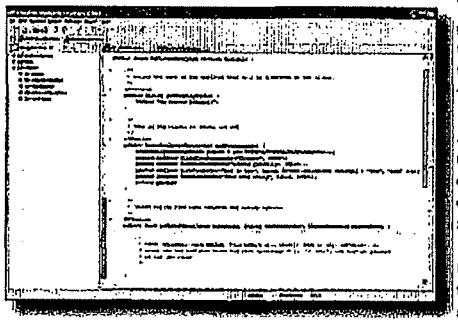
AMI™ FEATURES

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.





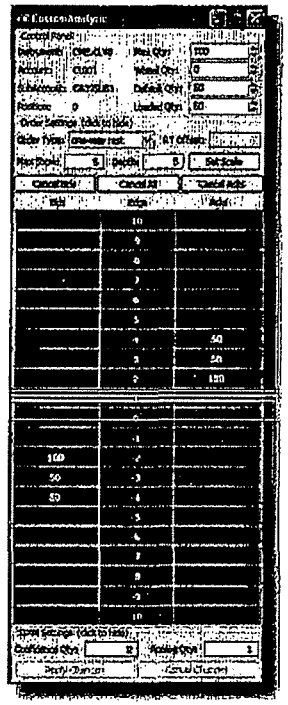
Custom Data Analysis

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 ACTrader™

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.

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ACTRADER ARCHITECTURE

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

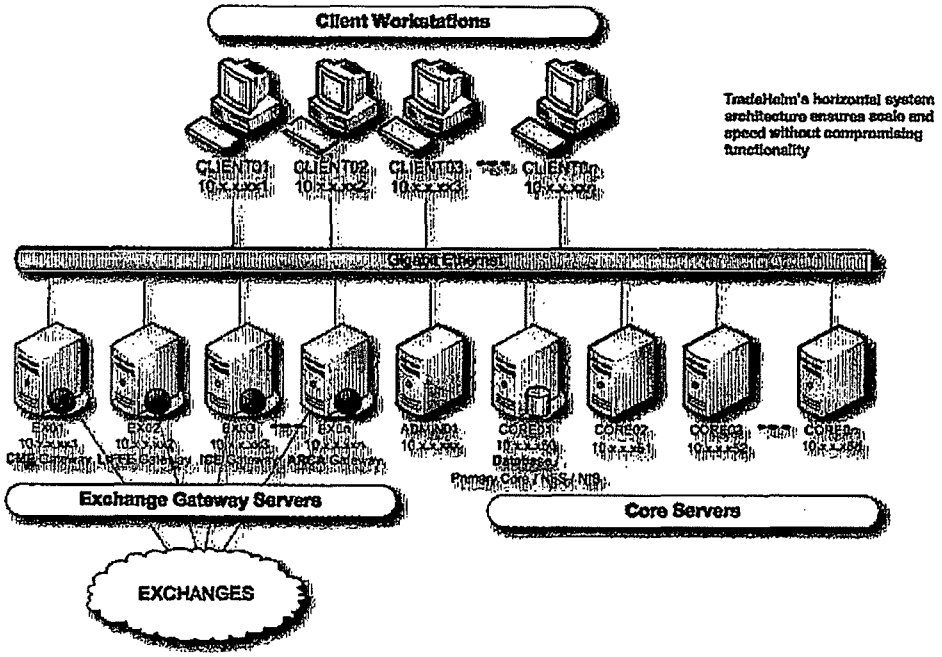
The benefits of such a distributed architecture are realized in high-frequency trading environments and when large-scale correlation groups or automated algorithmic trading run-time services are deployed.

Scale, Simplicity, and Speed

The ACtrader™ 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.

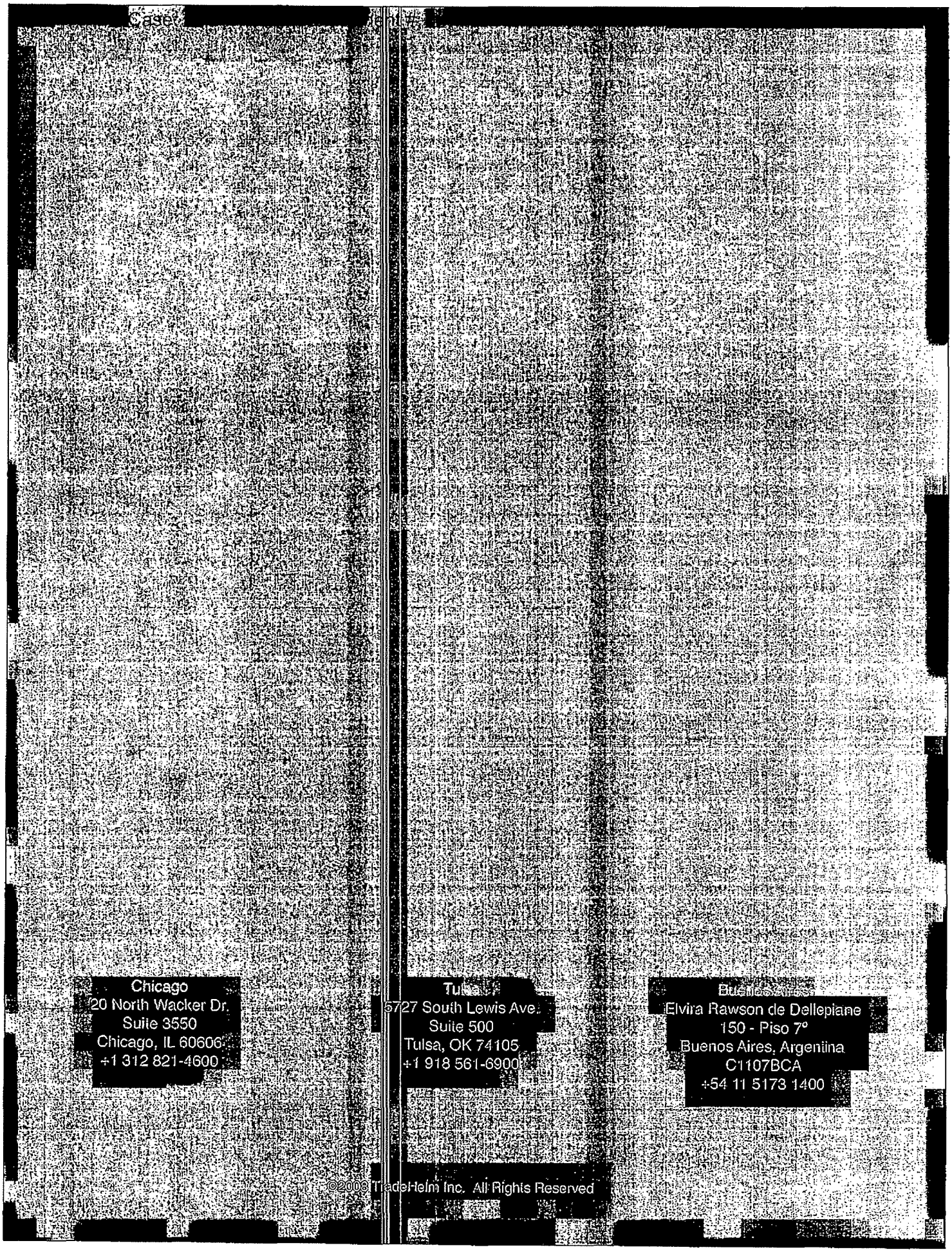
The ACtrader™ software architecture is abstracted into four primary layers within the system. These layers are the Client layer, the Service layer, the Exchange layer, and the Core Layer. The typical deployment of the ACtrader™ trading system consists of the Client and Service layers running on client 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.



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

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 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 ACtrader™ trading system.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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,

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

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

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TRADING TECH EXHIBIT 2283
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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.

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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.).

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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]

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SO ORDERED

Dated: _____

Sharon Johnson Coleman
United States District Court Judge

AGREED TO:

Dated: 11/15/11

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Matthew J. Sampson (ID No. 6207606)
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300 South Wacker Drive
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Attorneys for Defendant
TRADING TECHNOLOGIES INTERNATIONAL, INC.

Dated: 11/15/11

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Attorneys for Plaintiff
ROSENTHAL COLLINS GROUP, LLC

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Exhibit 1

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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;

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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/drifting 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

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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

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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

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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]."

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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,

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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

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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;

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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

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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:

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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]

MGE

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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
TRADING TECHNOLOGIES INTERNATIONAL, INC.

Title: _____

TTBD LLC

By: _____

Name: MICHAEL G RYAN

Title: COUNSEL

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TRADING TECH EXHIBIT 2283
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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

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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

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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]

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TRADING TECH EXHIBIT 2283
IBG ET AL. v. TRADING TECH. - CBM2016-00054

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

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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.

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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

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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]

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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

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Exhibit 1

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Exhibit 2

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Exhibit 2

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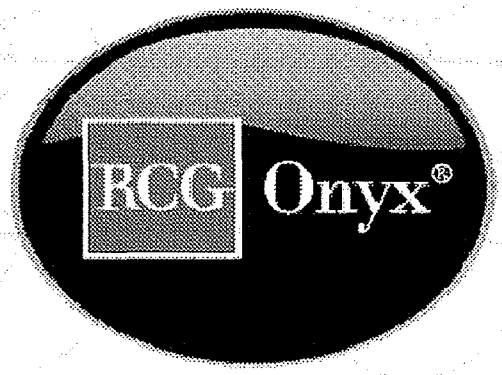

Welcome to RCG Onyx®

State of the Art Electronic Futures Trading Platform

- **No monthly platform charge**
- **5% rebate program**
- **One-click execution**
- **Trailing stops and bracket orders**
- **Excel data export capability**
- **Customized screen layouts**
- **Easy-to-drag features from one window to another**
- **Online tutorial for minimal trade training**
- **24hr. technology and client support**

Join the Future of Futures

We look forward to working with you, and please do not hesitate to contact us with any questions or comments. Thank you for your recent submission for your free trial of the RCG Onyx trading platform. If you have not received your free trial please confirm your contact information.

Call an Onyx representative today (866) RCG – ONYX or www.rcgonyx.com

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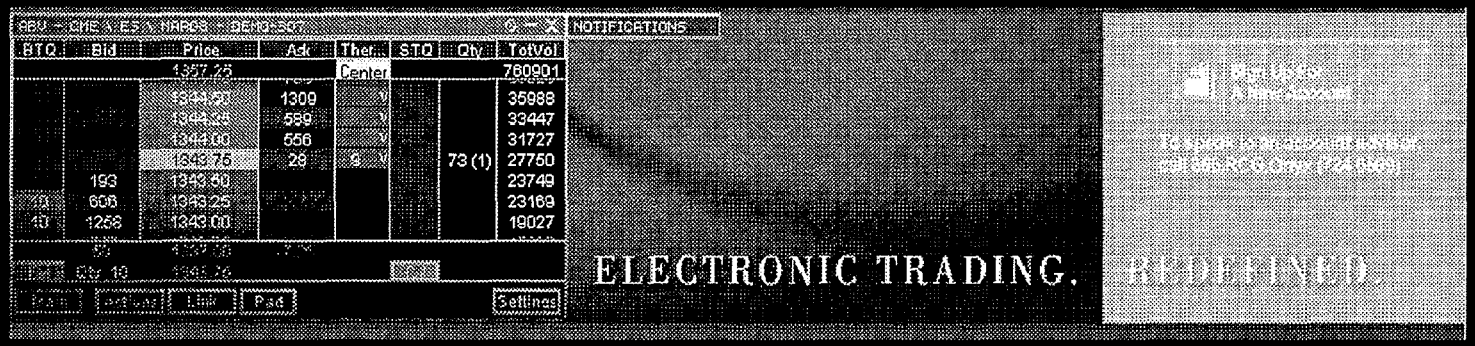
RCG Onyx® Marketing
216 W. Jackson Boulevard, Suite 400
Chicago, Illinois 60606
Website: http://www.rcgonyx.com

WELCOME TO RCG ONYX®

RCG Onyx™



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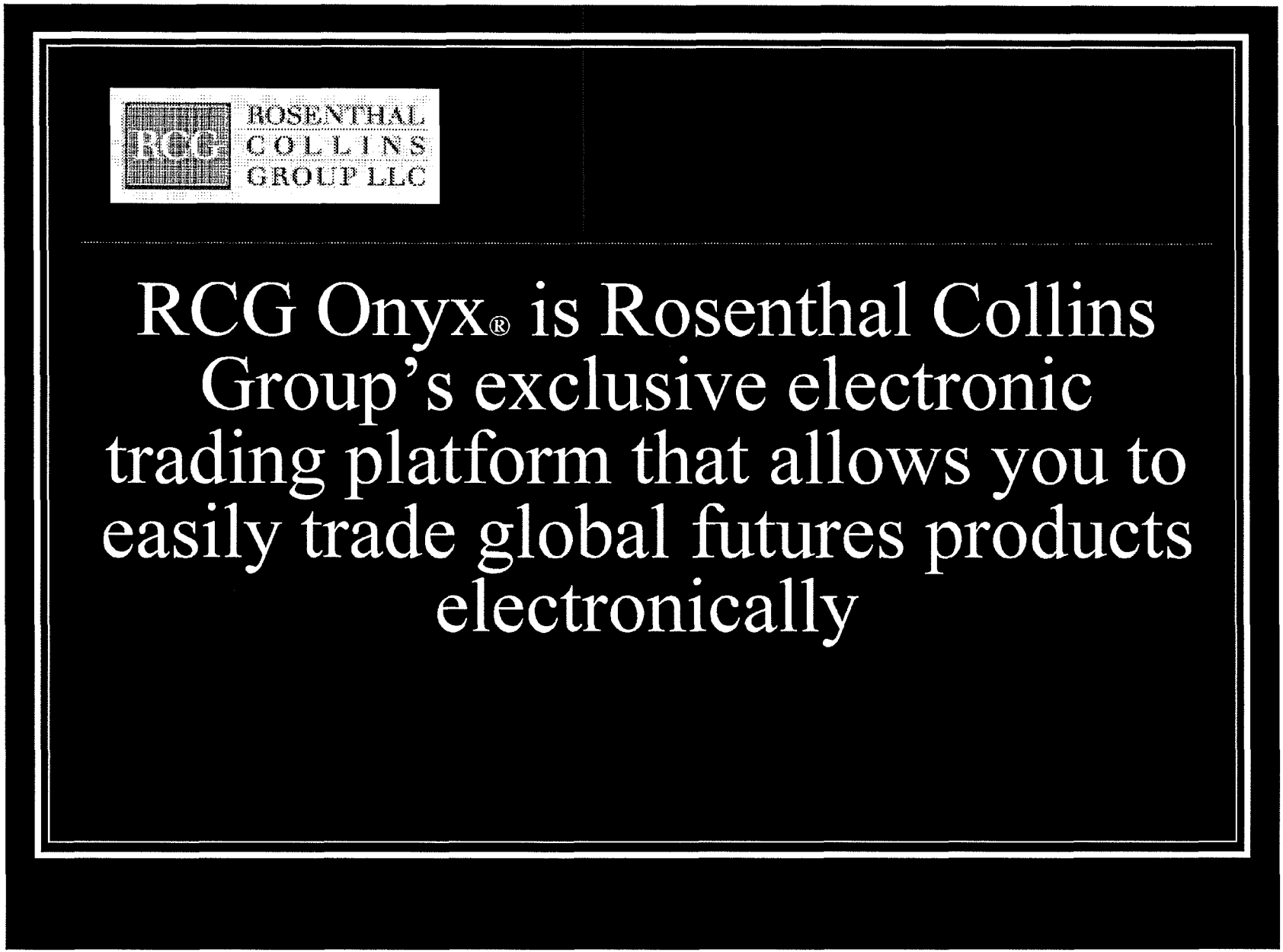

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Key Points

- VERY, VERY FAST!!!!!
- Automatic updates upon login!
- ABV window provides market depth and multiple synthetic orders
- View statements and account information on RCG Onyx Web ®
- Optional charting package
- Price thermometer allows at a glance market movement regulation
- Multiple windows facilitate multi-market trading
- Live streaming market data that constantly moves with the markets

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Platform Features

The Contracts Window

- filter

The ABV Window

- iceberg orders, trailing stops and bracket orders

The Positions Window

- streaming profits and losses

Orders, Quotes, Fills and Ticket Windows

RCG Onyx ® Web

- risk management, quotes, statements and charts

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Conclusion

The ABV window was designed to give you a view of market depth and offer the ability to place synthetic orders.

RCG Onyx ® Web offers you access to all of your account information including up-to-date statements from the GMI load.

Other windows, such as the quotes, orders and fills windows allow you to access all the information you need.

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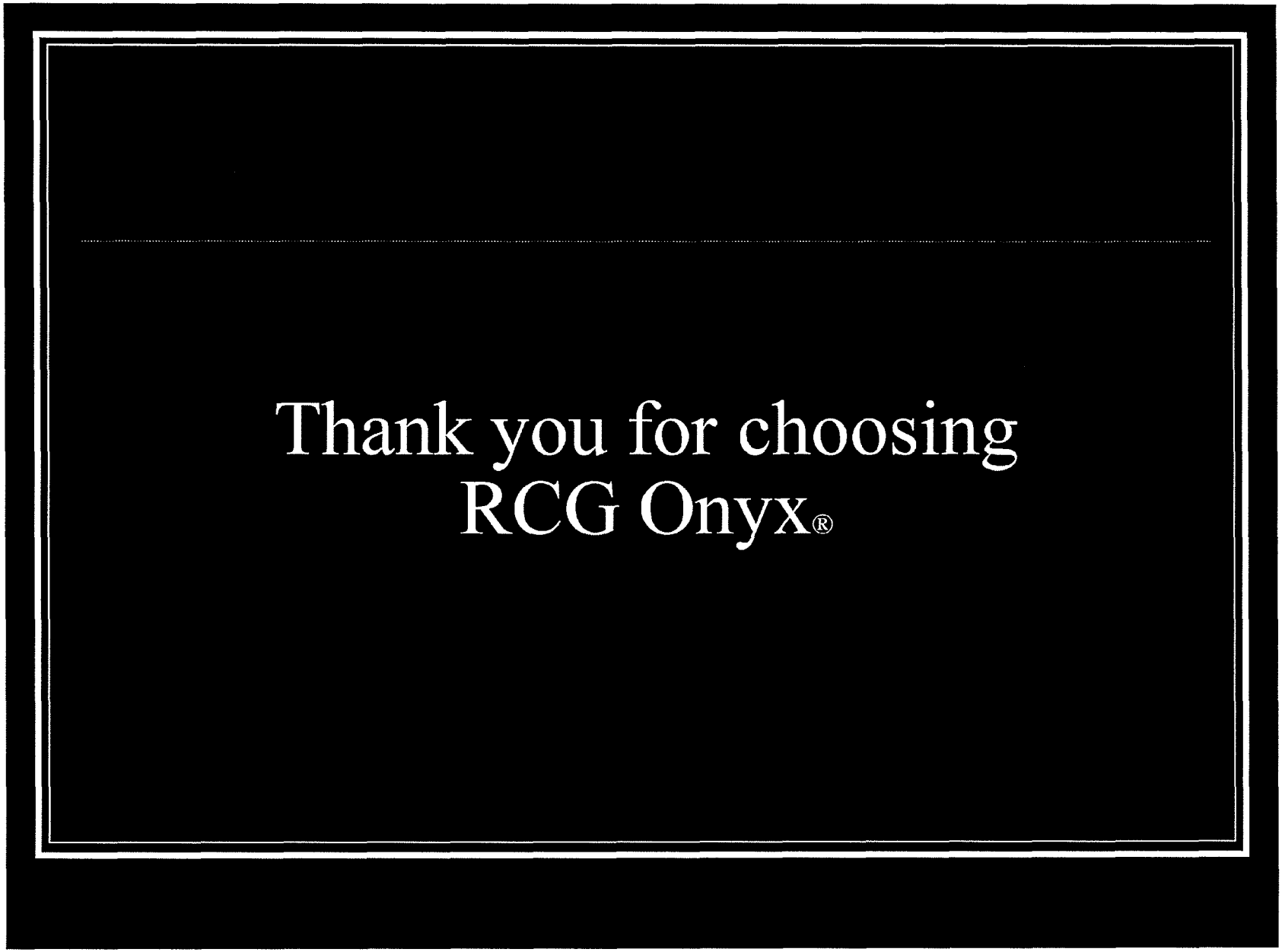

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Script for Professional Traders
Follow Outline

The Contracts Screen: Offers contracts from almost all the world's exchanges

- Demonstrate the FILTER
  Ex. Demo: Find E mini S&P 500, Sep '08
- The Spreader (see attachment for instructions)
  - To set up a spread position you will need to select new spread on the bottom of the contracts screen.
  - From here you will be able to set up and save your spread for later use.
- Show how to drag contracts into the ABV (transition to ABV)

PLEASE READ BEFORE PRESENTATION: The ABV screen is very important to professional traders and is probably the only screen that they will pay attention to. Most professional traders will understand the basics of the ABV, like pricing information and the different columns. You should go into depth when explaining bracket, trailing stop and iceberg orders. Manually demonstrate each of these and also how to place limit and stop orders.

The ABV Screen: (Ask Bid Volume)

Lets you see market depth
*** Show how to open many ABV windows at one time
**Turn off all alerts and order confirmation keys!

- The price column
  - high / low and last traded
    - red- high
    - blue- low
    - gray- last traded
  - price thermometer
    - green- upward movement
    - red- downward movement
    - yellow- no change
  - center button (last traded price)
- The STQ and BTQ columns
  - Your total quantity of buys and sells
- The Buy and Sell columns
  - Display type of order (limit, stop, etc.)
- Demonstrate: (attached are instructions for iceberg, bracket and trailing stops)
  - Market order
    - Placed by either left clicking in the buy or sell columns at the current market price, or by opening the actions key and choosing market buy or market sell
  - Limit order
    - Placed by left clicking in the bid or ask column at your desired price

- Stop order (enable right click)
    - Placed by right clicking in the bid or ask column at your desired price
- **Iceberg order**
    - Open the synthetics window and choose "iceberg"
    - Set parameters
        - Clip size
        - Random
        - Delay time
        - Random
    - Choose "iceberg" in the link drop down
        - Point out the orange ABV
        - Execute
- **Bracket order**
    - Open the synthetics window and choose "bracket"
    - Set parameters
        - Profit target
        - Loss target
        - Order types
- **Trailing stop order**
    - Open the synthetics window and choose "Tstop"
    - Set your parameters
        - Initial Stop Loss
        - Profit Adjust to Breakeven
        - Adjust on Movement
        - Adjust Amount

- Mention:
    - Trades will be executed on a first in-first out basis
    - All orders are day orders only, not good till cancelled
    - Not a static ladder, the ABV screen moves constantly with the market
    - Open the settings and choose to see the Volume on the side (show the ABV with Volume enabled)

(Please know that while all other screens are customizable due to patents the ABV is not)

The Quotes Screen:

- Show how to drag from contracts
- Demonstrate how to access "CHARTS"
- Remove a contract from the screen
- Customizable
    - demonstrate by changing the column headers

The Positions Screen:

- Shows your Profits and Losses that are real-time and loaded from the GMI
- Show how to cancel an order

The Ticket Screen:

- Point out the ticket screen, no need to explain

The Orders Screen:

- Displays reasons for order rejection
- Amend or cancel working orders

The Fills Screen:

- Shows filled order information

RCG Onyx ® Web:

- Gives you the ability to view your in-depth information and allows you to upload it into **spreadsheets or send the information via email.**
- Allows you to view account statements up to 30 days previous and view monthly statements up to 6 months previous.
- **RCG Onyx ® Web contains <u>all</u> information for an account. This includes positions taken outside of RCG Onyx ®, like orders called in or made on the floor as well as orders made on other platforms.**
- It is linked to our data file and is **always correct**, so **discrepancies can be resolved** by viewing statements and positions in RCG Onyx ® Web.
- Checking RCG Onyx ® daily will help you **monitor your positions and help keep an eye on your account**
- You can **view risk management** information MENTION CHAS MARGINING!
  - -Cash margining takes into account your account balance and weighs it against the margin coast for the exchange. The result is your buying power. If you buying power decreases so will your ability to execute orders.
- You are able to see your **fat finger, aggregate and daily loss limits.**
- You can view your balance, positions, transactions, statements, reports, orders, fills and charts as well as exchange information and contract information.
- You can access **charts** to help you **interpret and predict market trends**

How to use RCG Onyx® 2
(This information is meant to provide a more detailed explanation of the different functions of RCG Onyx® 2. Please use the above outline for your demonstration, do not read off of the following information.)

The Quotes Screen: primary function is to provide live streaming market data for any contracts available to you.

1. To view a contract in the quotes screen simply drag and drop the contract you would like to view. (Demonstrate this with the contracts screen)
2. You can enter an order in the quotes window by selecting the trade button and a ticket window will appear.
3. To remove a contract from the quotes screen, click the gray button and select remove.

The Contracts Screen: The contracts screen allows you to choose contracts from almost all the world's exchanges.

1. The most important feature on the contracts screen to explain is the filter! The filter is located at the bottom of the screen. You can type the letters or names of a contract and also specify dates by month and year to narrow your search.
2. In September the spreader will be added to RCG Onyx®. Please make sure that you are up to date with this technology.

The Positions Screen: allows you to monitor overall positions and your profits or losses.

1. You can filter this screen by all or one account.
2. In the positions screen you can close out a position as well as set trailing stops.
3. You can also view your streaming, real-time profits and losses.

The Ticket Screen: allows you to place entry, closing and specialized orders.

1. In the ticket screen you can place limit, stop, stop-limit and iceberg orders.
2. You can view current bid and ask information
3. Change quantities and buy or sell orders

The Orders Screen: displays current orders in a configurable grid.

1. This screen makes troubleshooting easier because you can view your account(s) and understand reasons for rejections, amend or cancel working orders and view details for filled orders.
2. This screen can be filtered by account, side or state.
3. You can change the value of an order by right clicking the value that you would like to change.

The Fills Screen: displays all filled orders.

1. You can reverse your position in the fills screen.

2. The data can be filtered by account or side.

The ABV Screen: displays real time data for a particular contract, allowing you to get a current snapshot of the market.

*To add a contract to the ABV window simply select a contract from the contracts screen and drag it into the ABV.
*Once a contract has been added to the ABV you can do many things with it.

1. Understanding columns and numbers-
   a. **The price column** is in the center of the ABV and the red number at the top of the price column is the daily high, the blue number at the bottom is the daily low and the gray number at the bottom is the last traded price.
   b. **The price thermometer** (the green or red bar next to the price column) indicates the direction of the market since the time you logged on or opened the contract in the ABV. If it is red the market has moved down, if it is green the market has moved up and the number indicates how many ticks it has moved in either direction.
   c. **The BTQ column and STQ column** display the total number of buy and sell orders that you have placed.
   d. **The Buy and Sell columns** display the type of order that you have placed (limit, stop, etc.) and the quantity of that order.
   e. **The Bid and Ask columns** display the total number of bids or asks for a particular price. The number under the bid column is your net position and the number under the ask column is the net change for the day.

2. Placing orders in the ABV
   a. **Market Orders** can be placed with a ticket or in the ABV window by selecting the actions button and choosing market buy or market sell. You can also place a market buy or sell order by left clicking the bid or ask column at the market price.
   b. **Limit Orders** can be placed in two ways in the ABV. You can either left click in the bid or ask column at the price you would like to buy or sell or you can open the ticket window and set a limit order.
   c. **Stop Orders** can be issued in the ABV. Choose the quantity you would like to place the order for using the pad key, then click on "settings" (which is on the toolbar), select the tab "Ticket/ABV" and choose the option to "enable right-click stop order". Then you will be able to issue a stop limit order by right clicking in the bid or ask column on the ABV screen.
   d. **Tstop Orders** can be placed in the ABV window by opening the synthetics button. You must then select tstop both in the synthetics screen and in the link drop down. A tstop screen will open and allow you to set the parameters for your order.
   e. **Bracket Orders** can be placed the same way you placed a tstop order. Open the synthetics button and choose bracket in both the synthetics screen and the link drop down and then set your parameters.

f. **Iceberg Orders** can be placed the same way you placed a bracket or tstop order. Open the synthetics button and choose iceberg in both the synthetics screen and the link drop down and then set your parameters.

3. Settings and Main
   a. You can choose to change the **settings** in the ABV. You can make certain keys active or inactive and choose to see implied pricing.
   b. The **main key** allows you to change accounts or contracts in the ABV.

RCG Onyx® Web:

1. Allows you to view account statements up to 30 days previous and view monthly statements up to 6 months previous.
2. RCG Onyx® Web contains all information for an account. This includes positions taken outside of RCG Onyx®, like orders called in or made on the floor as well as orders made on other platforms.
3. It is linked to our data file and is always correct, so discrepancies can be resolved by viewing statements and positions in RCG Onyx® Web.
4. Statements and reports can be emailed directly from RCG Onyx® Web and also can be uploaded into Excel spreadsheets.
5. You can view your risk management information, view fat finger limits, daily loss limits, aggregate limits and buying power (for more information on cash margining please contact risk).
6. You can view your balance, positions, transactions, statements, reports, orders, fills and charting as well as exchange information and contract information. (Manually go through the functions of RCG Onyx® Web)

Cash Margining:

RCG Onyx® recently added Cash Margining to our Risk Management tools. Cash margining measures your buying power by measuring funds in your account against the exchange margins. Exchange margins are taken nightly from the GMI load for the following day. When you run out of buying power you will no longer be able to execute orders on ANY contract. This feature is more protective than strictly limit based risk management because it takes into account your equity and will not allow you to trade if you do not have the funds available. This prevents risk and IBs from constantly needing to chase down limits. It helps protect against large losses and gives traders access to more contracts because they have more protection.

Example: With limits set a trader could feasibly have many open positions across different products that if all are executed they can have great losses. With cash margining they will not be aloud to take on any additional positions once there account balance has gone too low for the exchange margin cost.

RCG Onyx Webinar Series Webinar 3: Tips and Tricks of the ABV

Introduction: Welcome! Today we will be delving into the ABV window and discovering all the little nuances of the ABV.

ABV stands for "Ask Bid Volume", a very appropriate name for this screen which displays live market depth.

Overview: When looking at the screen, I am viewing quite a lot of pertinent information.

The buy side, highlighted in blue (like the ticket), is on the left and the sell side, highlighted in red, is on the right.

The BTQ and STQ columns will show the total quantity you are buying or selling at any price and the buy and sell columns will show individual orders and order types broken out and consolidated.

We display the current bid and offer quantities up to ten ticks deep depending on what is available from the exchange.

The Quantity column shows the total number of filled orders at that price and the number in parenthesis is the last quantity filled at that price.

The high of the day is shown in red at the top of the screen and the low of the day is shown in blue at the bottom. The high and low are also highlighted by a red or blue bar around the price.
At the bottom of the ABV window, on either side of the low, you will see your total position on the left and the net change on the right. You will also see the last traded price in grey and your order quantity in white.

The last traded price will be highlighted and will be yellow, green or red depending on the movement of the market. The price thermometer is the red or green bar that changes dynamically to reflect market movement since you added this contract to the window. You can center the thermometer by clicking the "Center" button at the top. You can also change the last traded price highlighter to reflect best bid or best offer via the ABV window settings.

The yellow box around one price within the window is your average price for all positions on that contract.

ABV Settings:

Now that you know what is displayed in the default ABV window, it's time to consider customizing the ABV to meet your needs. From the settings window on the bottom right of the ABV window, you can…

- Choose to center of the last traded price, best bid or best offer
- You can set visible columns to view only the columns that you prefer
    - This includes the TVAP column, which does not appear in the default view. The Total Volume at Price displays the total volume traded at each price.
- Show implied prices
- Choose to view information in different formats. I.e. show the average price outline, show prices as net change, etc.
- Change the font in the quantity pad
- Enable buttons in the actions screen

Order Entry:

Now that you've seen the basic Action buttons, let's talk about how to place an order directly on the screen. You can place a market order by left-clicking anywhere above the market on the bid or ask column. To place a limit order, left-click at the desired price and your limit order will appear. To cancel an order, simply left-click on either the total quantity in the BTQ or STQ column, or cancel one order by clicking on the individual order in the buy or sell column. You can also cancel all buy or sell orders by clicking "Cancel Buys" or Cancel Sells".

You can amend a working order by right-clicking either the total quantity or individual order and dragging it to the new desired price.

The Quantity pad allows you to adjust your order quantity. The default buttons in the quantity pad can be changed to reflect any number you want in the main Onyx settings (Show this). Keep in mind that the quantity pad does not zero out. Any values will add together unless you select zero. (Show this)

**I currently have the order read-back turned on, which requires me to acknowledge all orders. This can be turned off in the Onyx settings for one-click order entry. (SHOW THIS)

Actions:

The actions screen provides buttons for basic order entry. You can easily place a market buy or sell order by pressing the buttons. You can also cancel any working orders with one click. The center all button will center the ABV on the last traded price. The flatten and reverse buttons allow you to flatten or reverse your positions.

Stop orders are available in the ABV window if you have enabled this feature in the main settings window. Once you have enabled right-click stop order entry, you can place a stop order exactly the same as a limit order. The only difference is that it will be a right-click instead of left.

Synthetic Orders: The synthetic screen allows you to place three additional order types…

- Brackets: Used to target profits and secure against losses.
- T-stops (trailing stops): Used to lock in profit while securing against a major loss
- Icebergs: used to place large orders and show only a selected quantity at a time.

You must select the order type in the "link" drop-down to place that order type.

Notice that when working a synthetic order, the ABV window will be highlighted in orange to notify you that you are placing synthetic orders.

Go Over each!!

Main: The main screen allows you to change accounts or contracts and select TIF order entry options

Summary: We've covered the basin columns and price information, adjusting your settings, order entry, synthetic order types and additional features. At this point I am going to wrap-up. Are there any questions?

From: RCG E-Help [Ehelp@rcgdirect.com]
Sent: Friday, February 25, 2011 11:27 AM
To: RCG E-Help
Subject: Important Onyx Message

Dear RCG Onyx User,

There will be a scheduled maintenance release on Friday, February 25, 2011 at 5:00pm CDT. It will feature a modified ABV which glides as prices move up or down and will highlight the bid quantity, price and ask quantity row. As always, all users will be prompted to upgrade upon their next login to the RCG Onyx client. This release will be seamless to WebTrader.

Please contact your broker or RCG account representative with any questions or concerns. Updated RCG Onyx system requirements can be found under the FAQ section in RCG Onyx Web.

Sincerely,

Rosenthal Collins Group, LLC
Electronic Support Team
Email: ehelp@rcgdirect.com

TTX03254993

RCG Onyx®

RCG Onyx Quickstart

www.RCGonyx.com | OnyxInfo@RCGdirect.com

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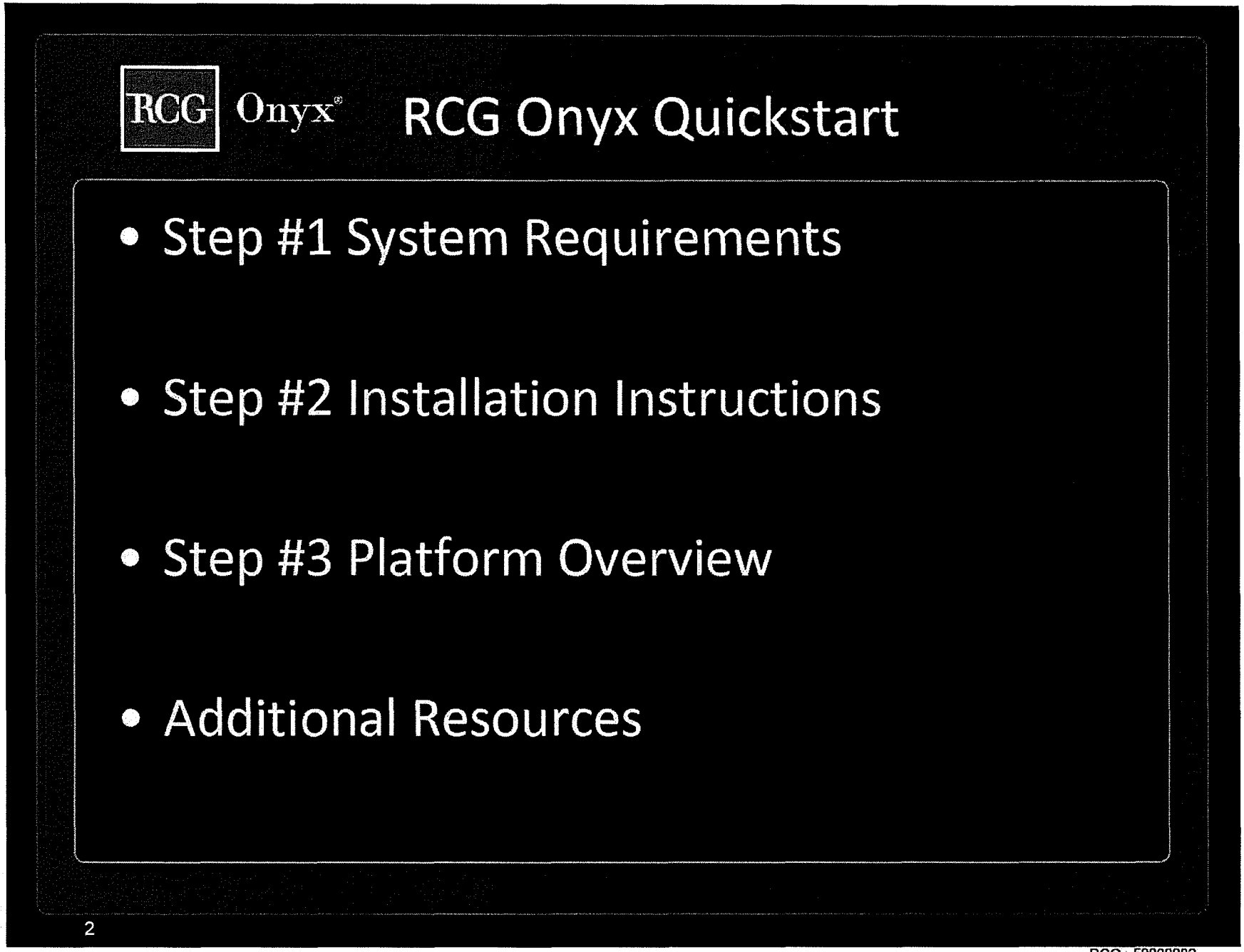

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RCG Onyx®

Step #1: System Requirements

- Microsoft System Setups (one of the below)
  - Windows XP (32-bit)
  - Windows Vista (32-bit or 64-bit)
  - Windows 7 (32-bit or 64-bit)
- 2.00GHz CPU
- 1 Gigabyte of Memory
- 15 Megabytes of free disk space
- 1024 x 768 Screen resolution
- High speed internet connection

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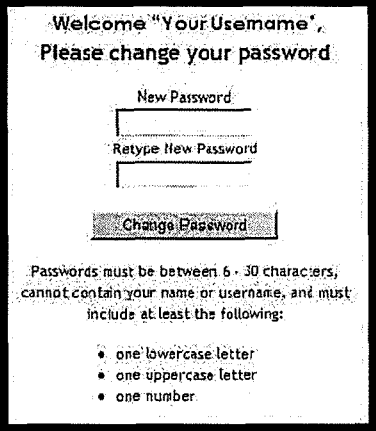
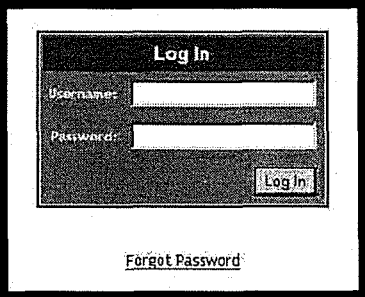
Step #2: Installation Instructions

1. Within the welcome email you receive you will notice your Username and a link to set your password. Click on this link to set your password.
2. Enter your password information and click "Change Password".
3. Then you will be prompted to enter your Username and Password.
4. Click on the Download button located on the bottom left-hand corner of the screen.
5. Follow the on-screen prompts to install RCG Onyx.





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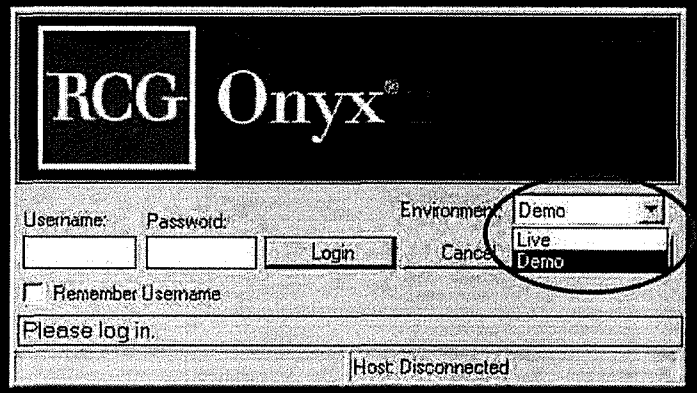
Step #2: Launching RCG Onyx

6. Once you have installed RCG Onyx an icon will appear on your desktop, double click to start the application.

7. Drop down menu
   - Free trial users, select Demo
   - Live trading clients, select Live



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RCG Onyx®

Step #3: Platform Overview

- Default Layout
- Understanding the Toolbar
- Selecting and Placing Contracts in Windows
- 2 Ways to Place a Trade
  - Ticket Window
  - ABV Window
- Before Placing a Trade in the ABV
- Placing a Trade in the ABV
- ABV Display Data
- ABV Functionality
- Other Windows

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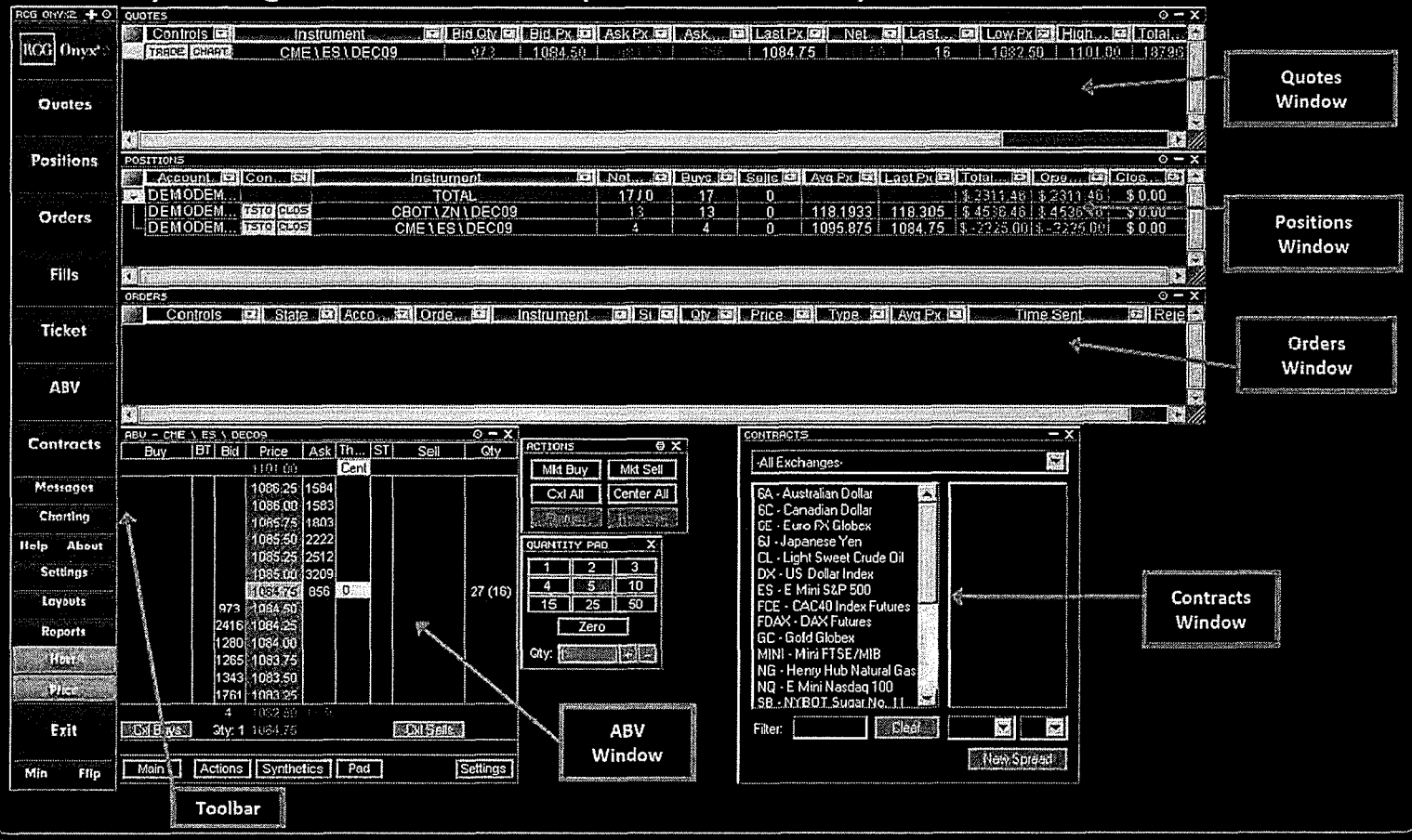
RCG Onyx® Step #3: Default Layout

Once you log in, this is what your default layout will look like.



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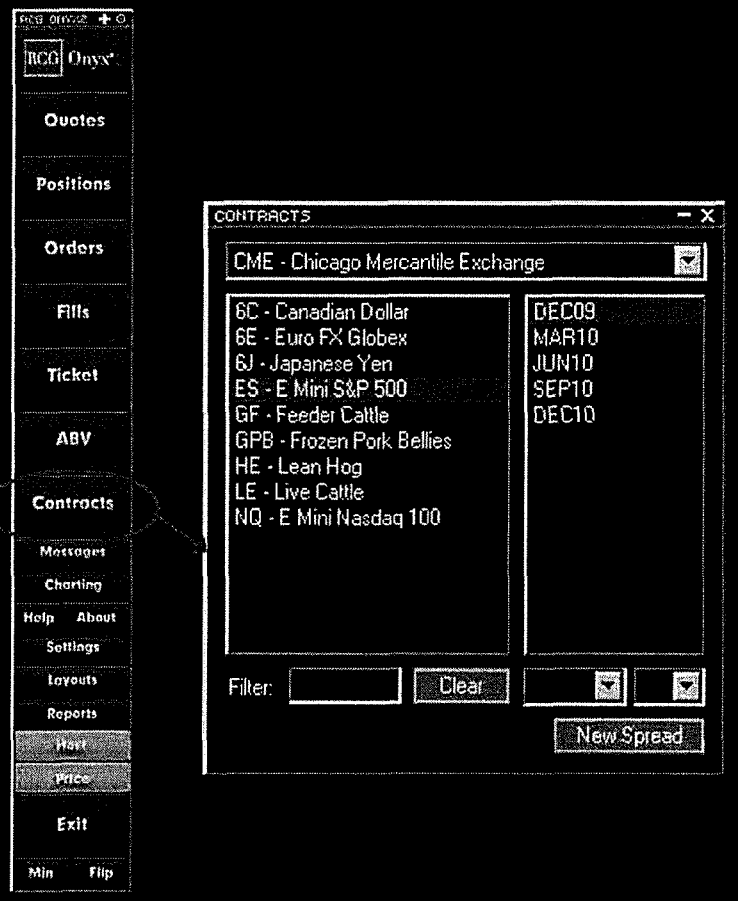
Step #3: Understanding the Toolbar

- Connection Status is displayed on the Host and Price buttons, if either are red you are not connected.
- Flip the Toolbar to the top of your screen by clicking "Flip".

- Minimize and Maximize the platform by clicking "Min" and "Max" on the Toolbar.

RCG Onyx® Step #3: Selecting a Contract

1. Open the "Contracts" window from the Toolbar
   - From the drop-downs select:
     - Exchange
     - Select Contract
     - Select Month/Year
   - OR Type in the "Filter" field any part of the contract description
     - e.g. "ES" or "S&P"
2. While selecting the month/year, drag it into any window to populate the window with that specific contract/month/year.



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Step #3: Placing a Contract

- Drag contracts from the Contracts window into the ABV, Ticket and Quotes window to view market data.
- You can also drag a contract from the Positions, Orders, Fills and Quotes windows into the ABV, Ticket and Quotes windows, which makes trading multiple contracts more efficient.

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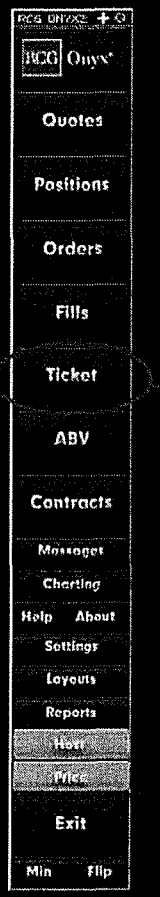
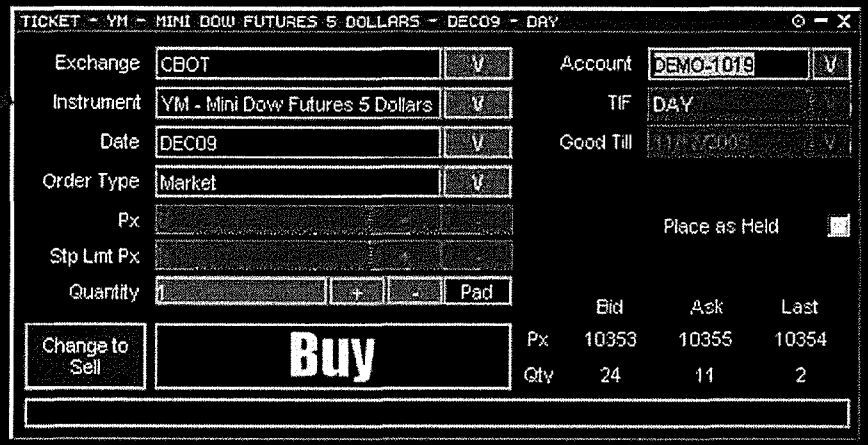
RCG Onyx® Step #3: 2 Ways to Place a Trade



Trade Ticket

By clicking on the Ticket button you can execute a trade from within the Ticket window, as shown below.



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Step #3: 2 Ways to Place a Trade

ABV Window

By clicking on the ABV button, a blank ABV window will appear, here you can drop the specific contract you would like to trade.

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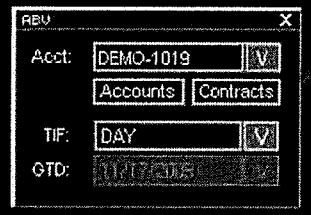
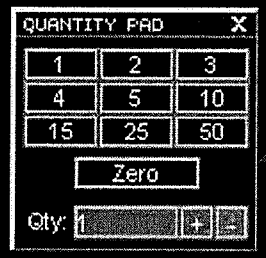
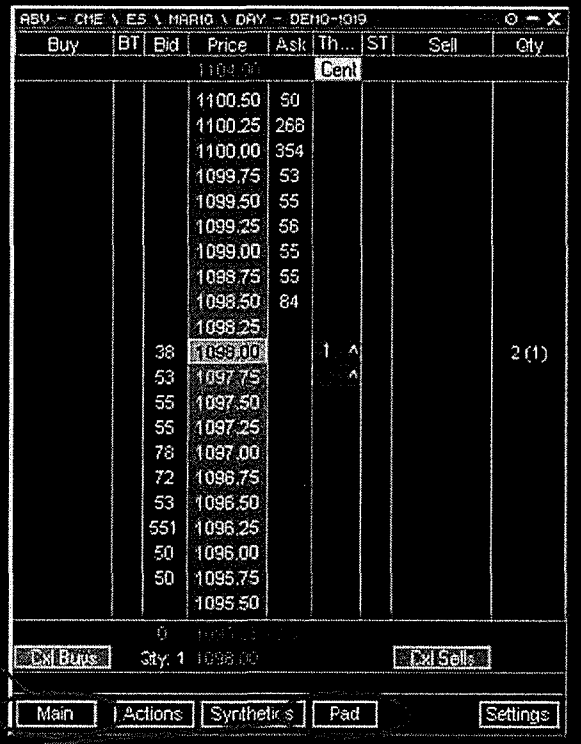
RCG Onyx® Step #3: Before Placing a Trade in the ABV

1. Click the "Main" button on the ABV to ensure your account has populated the window.



2. Click the pad button and select the quantity size.





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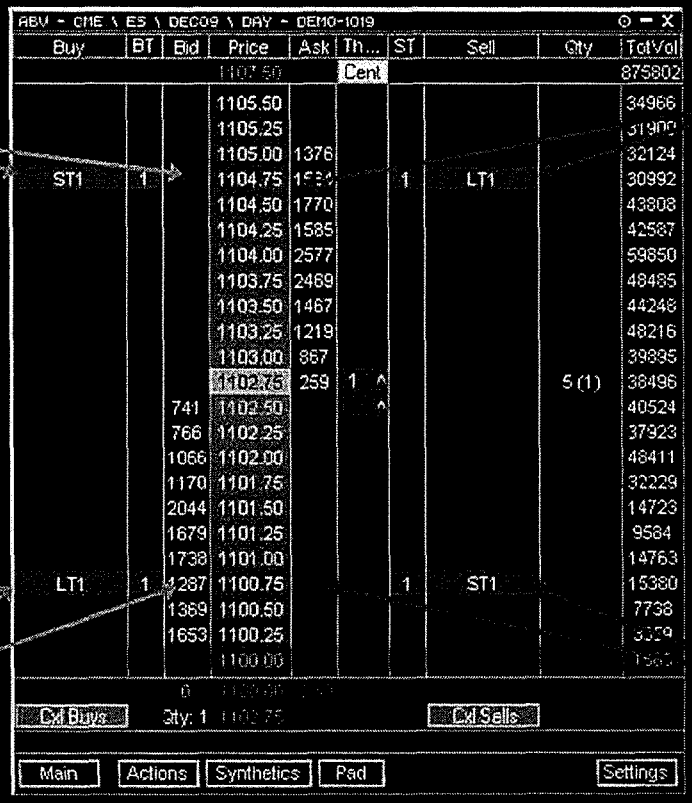
RCG Onyx® Step #3: Placing a Trade in the ABV

Click on either the BID or ASK column to BUY or SELL. Below depicts how to place limit and stop orders directly from the ABV window.

Buy Stops
Place buy stops above the market by right-clicking in the ASK column (this must be enabled in the Settings area on the Toolbar)

Buy Limit
Place buy limit orders by clicking in the BID column at the limit price of your choice



Sell Limit
Place sell limit orders by clicking in the ASK column at the limit price of your choice

Sell Stops
Place sell stops below the market by right-clicking in the ASK column (this must be enabled in the Settings area on the Toolbar)

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RCG Onyx® Step #3: ABV Display Data

High of the Day
Both the highlighted red row, and the price in red display the high of the day

Low of the Day
Both the highlighted blue row, and the price in blue display the low of the day

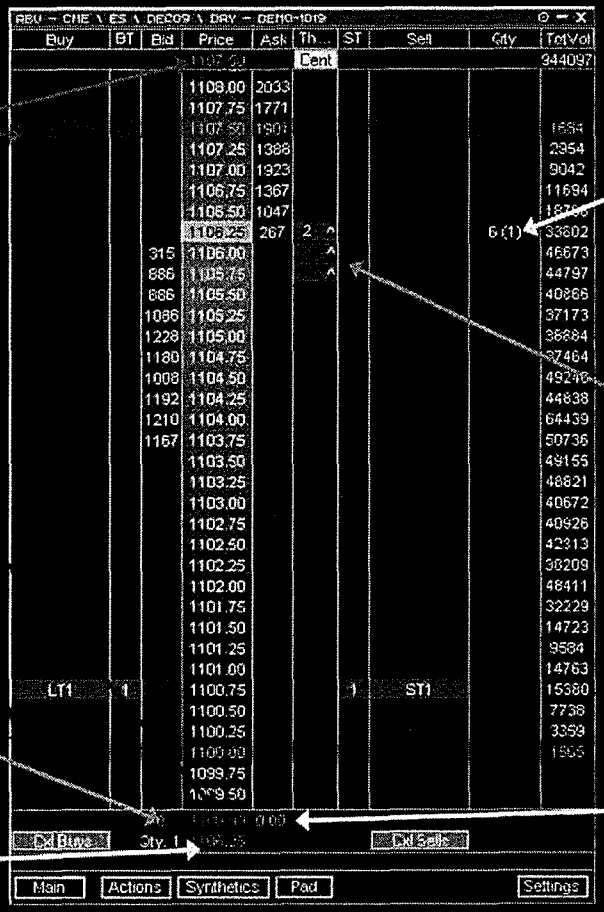
Net Position
This number displays your net position for the specific contract

Last Price
Displays last traded price

Volume/Quantity
The number to the left is the total volume traded at that price since it began trading at that price, and the number within the parentheses is the last quantity traded at that price

Thermometer
Displays market direction in ticks from the time you placed the contract into the ABV
GREEN = upward movement

Net Change
Displays the net change for the current trading session



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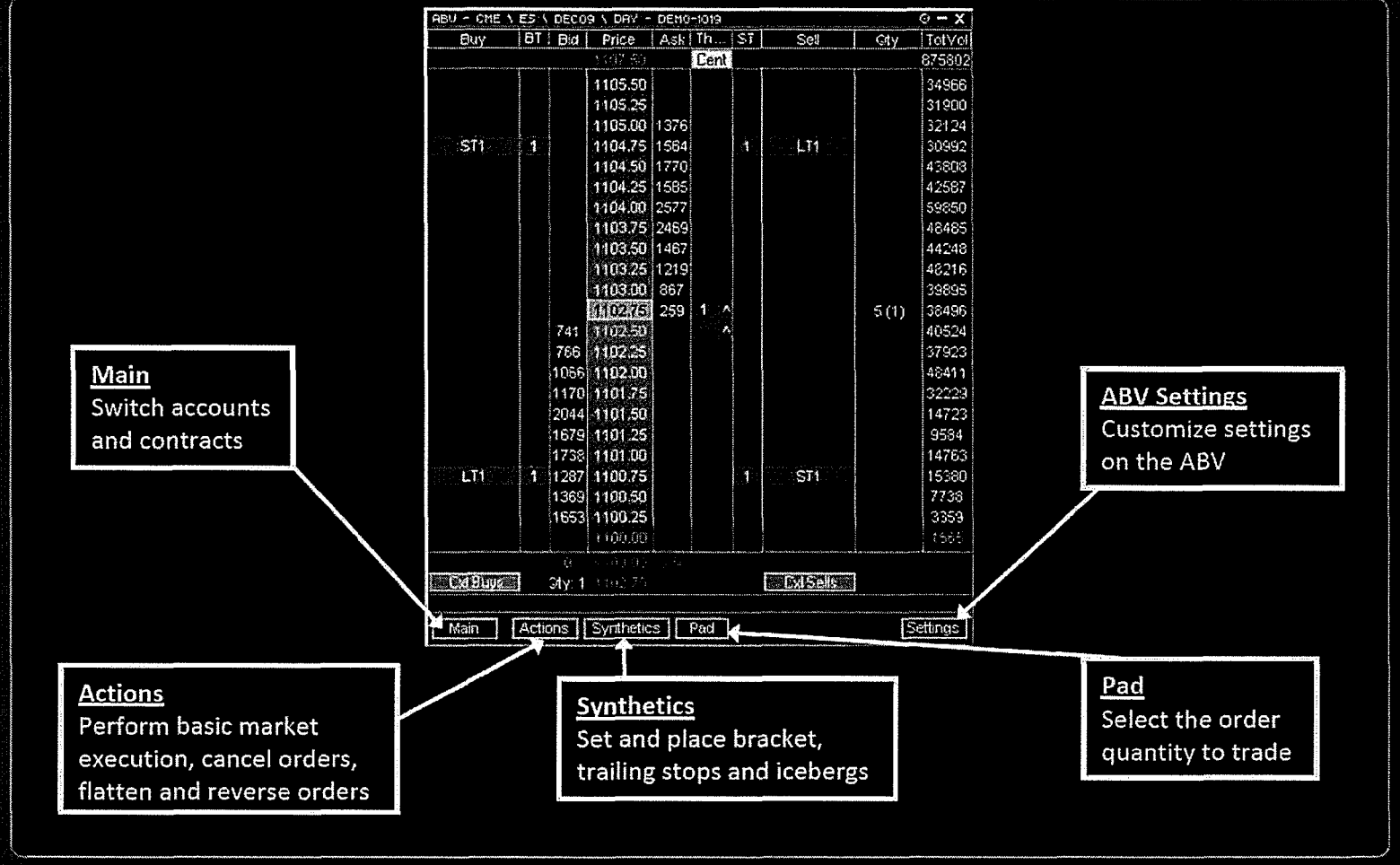
Step #3: ABV Functionality



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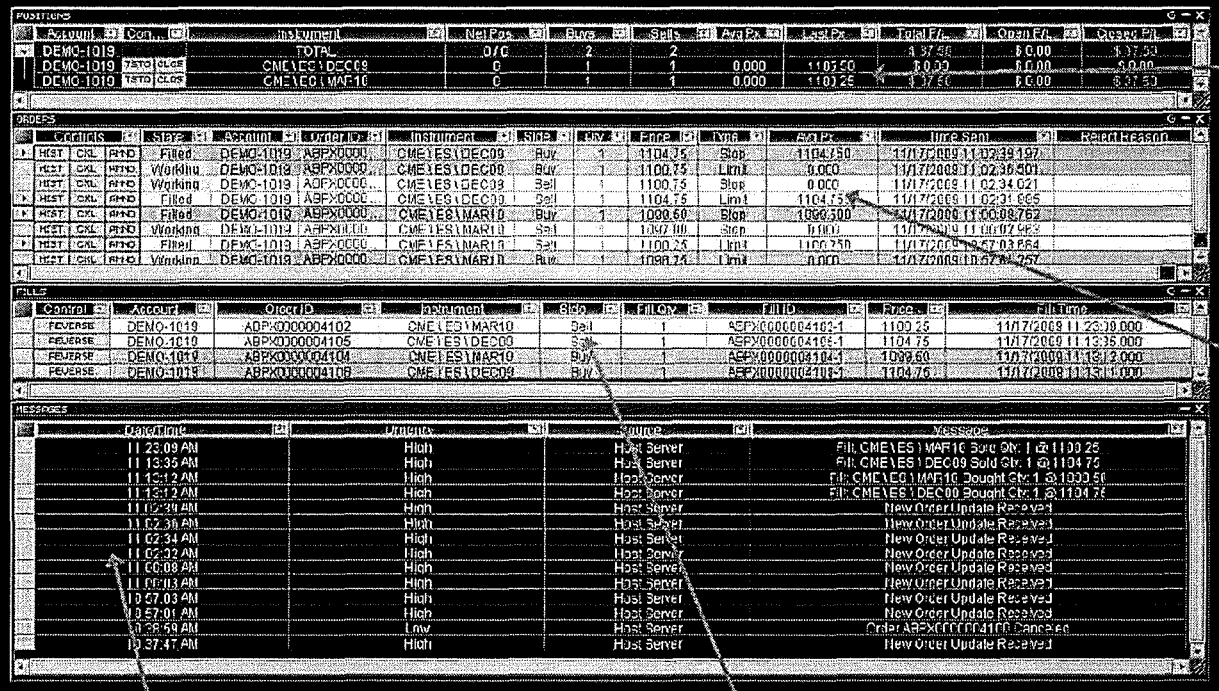
RCG Onyx® Step #3: Other Windows

You can view, export and print from any of these windows. All information is in real-time.



Positions
Monitor your overall position, P&L and Available Buying Power. Here you can also close out your positions and set trailing stops.

Orders
View all working and filled orders. From here you can cancel and amend orders. View the history of filled orders and filter by state, instrument, or side.

Messages
Displays all the information exchanged between RCG Onyx and various data feeds.

Fills
View all orders filled for the current trade session. From the fill window you can reverse your position and filter your filled orders by account, instrument, or side.

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RCG Onyx®

Additional Resources

Thank you for choosing RCG Onyx.

For additional information regarding RCG Onyx visit the below webpages or email us.

RCG Onyx Interactive Tour

RCG Onyx Tutorial

www.RCGonyx.com | OnyxInfo@RCGdirect.com

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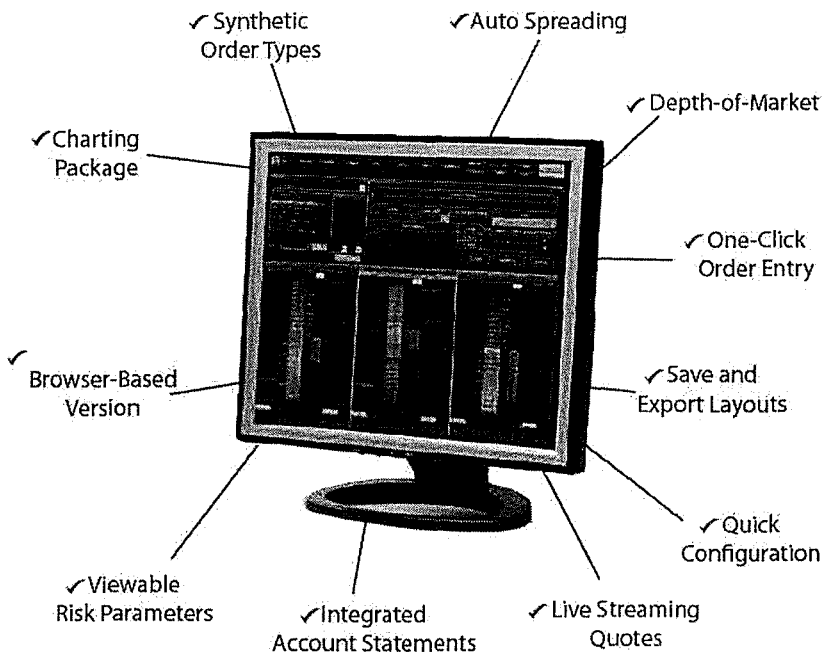
RCG Onyx®

Best Technology, Best Value

Try it free thru Aug 31st



Does your platform offer all of this at a competitive price?

RCG Onyx Standard Pricing:	RCG Onyx with Spreader:
10 cents/side capped at $300	$750/month flat platform fee
(optional $50 charting package)	(includes charting)

RCG Onyx®

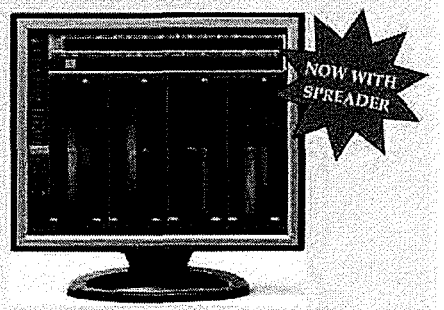
Trade thru Aug 31st it's FREE!

and try out RCG Onyx Spreader

After Aug 31st you have two options

RCG Onyx Standard Pricing:	RCG Onyx with Spreader:
10 cents/side capped at $300	$750/month flat platform fee
(optional $50 charting package)	(includes charting)

- How do these prices compare to your platform?
- Does your platform offer spreader?



For more information contact RCG at locals@RCGdirect.com or (312) 795-7732

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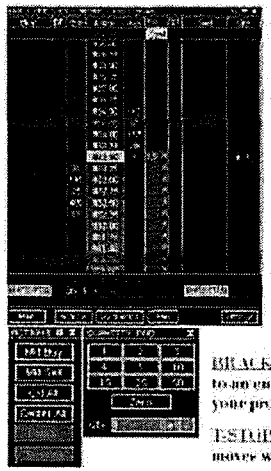
ABV Window

Displays a current snapshot of the market with real-time data for a particular contract



Enter ORDERS directly from the ABV window.

Place LIMIT ORDERS by left-clicking in the Bid or Ask column next to the desired price.

Place STOP ORDERS by right-clicking in the Bid or Ask column next to the desired price.

Synthetics

BRACKETS: Link an OCO order to an entry position by setting your profit and loss targets.

ESTOPS: Set a stop order that moves with the market.

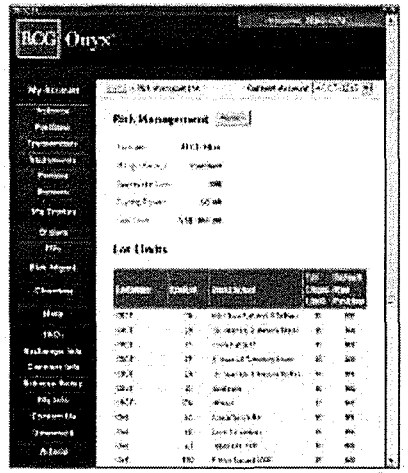
ICEBERGS: Hide the total quantity you want to trade; may ONLY be entered with limit orders. Specify random or constant clip sizes and trade delays.

RCG Onyx® ELECTRONIC TRADING.

RCG Onyx® Web

Accessible directly through your RCG Onyx® downloadable platform or from anywhere through a secured login via an internet connection

Risk Management Screen



MY ACCOUNT: Access complete account information for ALL trades cleared through RCG; review your account balance, pull statements and see trade history.

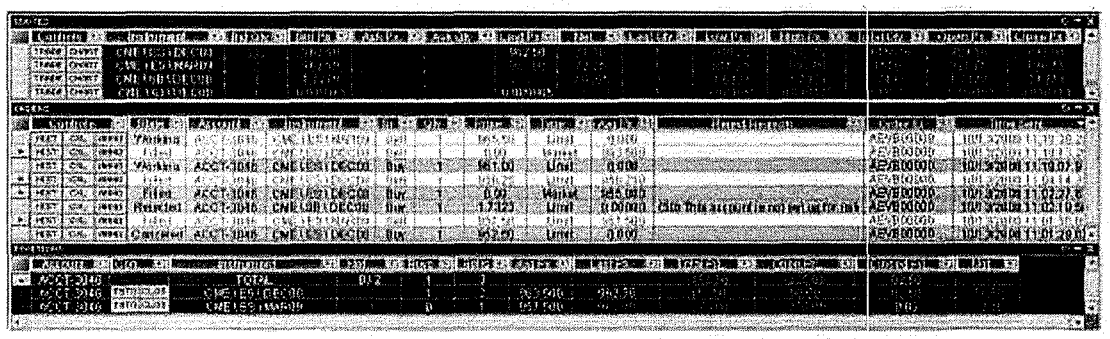
MY TRADES: Access fill and order reports for trades executed on RCG Onyx®.

RISK MANAGEMENT: View your lot and loss limits, as well as your account's current buying power.

REDEFINED.

Quotes, Orders and Positions Windows

All information contained in these windows is real-time mark to market for true, to the minute, account profit & loss evaluation



QUOTES: View live, streaming market data and pull up a trade ticket or a chart.

ORDERS: Access current orders in a configurable grid. View the history, cancel, or amend an order.

POSITIONS: Monitor your overall positions and your profit or loss. Close out your positions and set trailing stops.

*Please note that futures and options trading involves substantial risk of loss and may not be suitable for everyone.

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ABV2

You have the ability to choose which version of the ABV, either version 1 or 2, you would like to use. To do so, you'll need to access the Ticket/ABV tab in your Settings. You can then select whether you would like to use the ABV1 by checking here (point mouse to box). If you would like to use the ABV2, simply leave this box unchecked—we'll go ahead and leave it unchecked. To access the ABV2 window, click on the ABV button on your Toolbar.

You can add a contract to an open ABV2 Window in the same way that you added one to the Quotes Window. *Simply select the contract that you would like to display and then drag it into the ABV2 window.*

- Please note that, although the Contracts window allows you to multi-select contracts, only one contract can be added to the ABV2 Window at a time. We'll go ahead and *close our Contracts window.*

Now let's talk about the ABC's of the ABV2. Once a contract has been added to the window, the following data is displayed: (Point to each value on the window with the cursor as each bullet is said.)

- These are the current number of Bids and Asks on the exchange for particular price levels.
- The dynamic price column is centered around a last traded price that dynamically changes with changes in market price.
- You can also see the total quantity currently trading at a certain price.
- The number you see in parentheses next to the total quantity is the last quantity traded at that price.
- The price here in red is the daily high. The price shown in blue is the daily low. And here, in gray, you can see the last traded price.
- The last traded price is also highlighted in the grid. When there has been an uptick in this price, the cell will be green. When there has been a downtick, the cell will be red. If there has been no change, the cell will appear yellow.
- The BTQ column displays the total number of Buy orders that you have placed, while the STQ column displays the total number of Sell orders that you have placed.
- The Buy and Sell columns display the type of order you have placed as well as the quantity of the order. If we put in a limit order, you see that the limit is denoted by an LT, while a stop order is denoted by an ST. We'll go over how to place limits and stops a little later. If the Buy and Sell columns are wide enough, each individual order will be displayed. If they are not wide enough, you will see the first order that you placed appear closest to the price column, and then you will see the remaining orders, or number of lots, that are also working at the price, appear to the outside of your first order.
- You can adjust the column widths on your ABV2 by simply placing your mouse over the vertical column separator and dragging your mouse to the left or right, to widen or narrow the column. You also have the ability to move columns around. Simply left-click on the column header and drag that column to wherever you would like it to be placed.
- Lastly, if you have a position in the market, your average price will be outlined in yellow on the price column.

One of the buttons you'll notice towards the bottom of the ABV2 is the "Main" button. If you click on this button, a small window will pop up that displays your account, quantity, total P/L, net position, and two other buttons: Accounts and Contracts. If you have access to multiple accounts, you can change the account via the ABV2 by either using the account drop down menu, or you can press the "Accounts" button. This will bring up a window that displays all of the accounts you have access to. You can then easily toggle back and forth between accounts for the particular contract that is displayed. You can change the quantity of your contract size by either typing in the number in the quantity field, using the plus or minus buttons, or using the keypad. You should also note that you can set a default quantity when customizing your Settings, which is discussed in the Settings chapter. Lastly, clicking on the Contracts button will allow you to populate a Contracts window, which then lets you toggle back and forth between different contracts on one ABV2. To populate this Contracts window, you'll need to click the Contracts button on your Toolbar. Then you can drag and drop the desired contracts in your ABV2 Contracts window. You then have the ability to switch between different contracts on one ABV2. As you can see we switched to the mini S&P and then back to the mini NASDAQ. In addition, if you would like to remove a contract, just right-click on it, and it will be instantly removed from your Contracts window.

You have the ability to enter stop and limit orders on the ABV2 window with just a click of your mouse. Before entering your limit or stop orders, you must first choose an account and enter a quantity, which can be done via the "Main" button. After selecting an account and quantity, you can then place your limit and stop orders.

- To enter a Buy Limit order, left *click in the Bid column* next to the Price that you would like to enter the order for.
    - A limit order to buy will be entered at that price for the quantity specified, and your new working order will be reflected in the Buy column (point mouse where the working order is).
- Likewise, to enter a Sell Limit order, left *click in the Ask column* next to the Price that you would like to enter the order for.
- To enter a Buy Stop order, *right-click in the Bid column* next to the Price that you would like to enter the order for.
    - A stop order to buy will be entered at that price for the quantity specified, and your new order will be reflected in the Buy column (point mouse to order).
- Similarly, to enter another Sell Stop order, just *right-click in the Ask column* next to the Price that you want to enter the order for.

On the ABV2, you have the ability to amend the price of any open Buy or Sell orders. If you have multiple orders for the same price, you have the ability to change the price of all of the orders, or you can change the price of an individual order. We'll put in an additional stop order here to show how to change the price of multiple orders at one time. Now, simply go to your STQ or BTQ column, whichever applies, and right-click on the quantity and while holding down your mouse, drag up to your new price and release the mouse. Conversely, you can also drag down to the new price. If you would like to change the price of an individual order, go to your Buy or Sell column, whichever applies, and locate the order that you want to amend—please note that you may need to widen the column so that all individual orders appear. Then, right

click on the order that you want to amend and continue to hold down your mouse as you drag up or down to the new desired price. You'll notice that as you amend the price of an order a yellow box appears around the order that you are amending as well as around your new price.

You can also cancel your orders on the ABV2. To cancel an individual order, just place your mouse over it so that it is highlited green, and then left click on that order. You'll notice that when you left click and hold down your mouse, a yellow X will appear. As soon as you let go of your mouse, the order will be cancelled. If you want to cancel all of your orders at a certain price, go to the BTQ or STQ column, whichever applies, and put your mouse over the total quantity for the orders that you want to cancel. Once highlited green, left click, release, and your orders for that price will be cancelled. You can also easily cancel all of your Buy orders or all of your Sell orders by clicking on the appropriate button. (Hover over each button with the mouse as it is mentioned).

The Information Row, which appears under the Cancel Buy and Cancel Sell buttons, simply displays the information for your trades. If you scroll over a quantity in the BTQ or STQ columns, the Information Row simply displays the number of working orders at that price. If you scroll over an individual order in the Buy or Sell columns, all of the order information will be displayed.

There are also three other buttons towards the bottom of the ABV2.

Clicking on the Actions button brings up a window through which you can place market buy and market sell orders. You can also cancel all of your orders, and flatten or reverse your position. Please note that when flattening your position, all working orders will be cancelled and your open position will be closed.

Clicking on the Link button allows you to set up an entry trade so that a bracket or a trailing stop is placed once you are filled on your order. Please note that the Bracket and Trailing Stop parameters will default to the values set up on the Settings window.
Let's go over how to set up a bracket. If you want to change the parameters for your bracket, you will need to press the Bracket button. This will bring up small window through which you can change your profit and loss targets. You may either type in the number of ticks for each or you may use the plus/minus buttons. Please also note that you have the option of a stop or a trailing stop for the loss order type. Once your parameters are set, you then need to go to your Link drop down menu and choose Bracket. Now, we'll place a market order to see how this works *by pressing the Market Buy button.* As you can see, as soon as the order was filled, two new orders were also entered (point to the working order indicators out for these two new orders). A limit order was created at a price that is five ticks above the market order's price (point to the profit target of 5 ticks in the Bracket dialog) and a stop order was created at a price that is three ticks below the market order's price (point to the loss target of 3 ticks). Both orders have the same quantity that the market order had. Because these orders were entered as part of a bracket, when one of these orders is filled, the other will automatically be cancelled. If we want to place a Tstop with an entry order, simply click the Tstop button if you want to change the parameters. Once your parameters are in place, you'll need to choose Tstop from the Link drop down menu. Like the bracket, your trailing stop will be entered once an order entered via ABV2

is filled. For more details on how Trailing Stop orders work, go to the Positions chapter of this tutorial. PLEASE note that if you do NOT want either a bracket or tstop to be attached to an entry order, then the Link drop down menu MUST display "none." You may also notice that when any linked orders are activated, you will see the top menu bar change color. We'll go ahead and close down these windows. Please note that when the Actions and Link buttons are pressed again, their respective windows will disappear.

The last button on the ABV2 is the "Options" button. If you press this, a small ABV settings window will appear, and you'll see that you can change the appearance of the ABV2 by choosing which columns you would like to be displayed. Simply check the columns that you would like to see and uncheck the columns you do not want to see. You may also choose to have the Information row appear on your ABV2 by checking the appropriate box or unchecking it if you do not want to see it. We'll uncheck the BTQ and STQ columns to demonstrate this feature. Once the OK button is pressed, you'll notice that the BTQ and STQ columns disappear. Now, we'll go back to Options and add these columns back to restore the complete ABV2.

One last feature of the ABV2 is that it provides a dynamic price column which is centered upon the lasted traded price and continuously changes with fluctuations in the last traded price. To enter an order, hover your mouse cursor anywhere in a column on the ABV2 window. This puts you into "order entry mode." In the order entry mode, you can enter a trade near the last traded price or you can manually adjust the prices on the dynamic price column away from the last traded price. If you want to scroll up or down the market prices on the ABV2 to enter a trade, just hover your mouse over the dynamic price column. A large yellow arrow will appear, pointing up if you are in the top half of the column, or down, if you are in the bottom half of the column. Clicking on the large yellow arrow will scroll the prices in the dynamic price column in the direction that the arrow points, so a trade can be entered away from a current market price.

If the last traded price is not centered in the ABV2 window, the dynamic price column will start to scroll until the last traded price is again centered. You will also notice that just before the dynamic price column begins to scroll, the mouse cursor will turn yellow and start to flash. This is your warning that the ABV2 window is about to begin re-centering around the last traded price. In addition, if you scroll up or down in the dynamic price column and there is no further activity from your mouse for a period of time, the dynamic price column will also start to scroll. If, at any time, you move your mouse out of the ABV2 window, you leave the order entry mode and the ABV2 will automatically re-center the dynamic price column on the last traded price the next time the market price changes.

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ABV

The ABV window displays real-time data for a particular contract, allowing you to get a current snapshot of the market. Thus, we like to think of the ABV as the Ask, Bid, Volume window.

You can add a contract to an open ABV Window in the same way that you added one to the Quotes Window. *Simply select the contract that you would like to display and then drag it into the ABV window.*

- Please note that, although the Contracts window allows you to multi-select contracts, only one contract can be added to the ABV Window at a time. We'll go ahead and *minimize our Contracts window.*

Now let's talk about the ABC's of the ABV. Once a contract has been added to the window, the following data is displayed: (Point to each value on the window with the cursor as each bullet is said.)

- These are the current number of Bids and Asks on the exchange for particular price levels.
- The dynamic price column is centered around a last traded price that dynamically changes with changes in market price
- You can also see the total quantity currently trading at a certain price.
- The number you see in parentheses next to the total quantity is the last quantity traded at that price.
- The price shown up at the top in red is the daily high. The price shown here in blue is the daily low. And here, in gray, you can see the last traded price.
- The last traded price is also highlighted in the grid. When there has been an uptick in this price, the cell will be green. When there has been a downtick, the cell will be red. If there has been no change, the cell will appear yellow.
- The Buy and Sell columns display the total number of your open orders at each particular price. For example, a "W2" in this column indicates that there are working orders with a total quantity of two at the specified price.
- You can also monitor your Net Position and Total P/L on the ABV by simply referring to the lower right hand corner of the window.

On the ABV, you have the ability to amend the price of any open Buy or Sell orders. To change the price of an order simply:

- *Go to the row selector that corresponds with the order that you want to amend—the Buy selector is on the left, while the Sell selector appears over here on the right--then left-click and while holding down your mouse,*
- *Drag up or down to the desired new price and let go of your mouse.* Notice that a white arrow appeared to indicate the change in price. The price amend will be submitted as soon as you release the mouse. If you have multiple orders at the same price (and on the same side), all of the orders will be amended to the new price.

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The ABV provides a dynamic price column centered upon the lasted traded price that continuously changes with fluctuations in the last traded price. To enter an order, hover your mouse cursor anywhere in a column in the ABV window. This puts you in the "order entry mode." In the order entry mode you can enter a trade near the last traded price or you can manually adjust the prices on the dynamic price column away from the last traded price. If you want to scroll up or down the market prices on the ABV to enter a trade, just hover your mouse cursor over the dynamic price column. A large yellow arrow will appear, pointing up if you are in the top half of the dynamic price column, or down, if you are in the bottom half of the dynamic price column. Clicking on the large yellow arrow will scroll the prices in the dynamic price column in the direction that the large arrow points so a trade can be entered away from a current market price.

If the last traded price is not centered on your ABV, the dynamic price column will start to scroll until the last traded price is again centered. In addition, if you scroll up or down in the dynamic price column and there is no further activity from your mouse for a period of time the dynamic price column will also start to scroll. You will also notice that just before the dynamic price column begins to scroll, the mouse cursor will turn yellow and start to flash. This is your warning that the ABV window is about to begin re-centering around the last traded price. If, at any time, you move your mouse out of the ABV window, you leave the order entry mode and the ABV will automatically re-center the dynamic price column on the last traded price the next time the market price changes.

You also have the ability to enter stop and limit orders on the ABV window with just a click of your mouse. Before entering your limit or stop orders, you must first choose an account and enter a quantity. If you have access to multiple accounts, *you may select the desired account by using the Account drop down menu.* Then, you can input the number of lots that you want to trade *by typing the number in, by using the + or - buttons, or by using the keypad.* You should also note that you can set a default quantity when customizing your Settings, which is discussed in the Settings chapter. After selecting an account and quantity, you can then place your limit and stop orders.

- To enter a Buy Limit order, *click in the Bid column* next to the Price that you would like to enter the order for.
    - A limit order to buy will be entered at that price for the quantity specified, and your new working order will be reflected in the Buy column (point mouse where the working order is).
- Likewise, to enter a Sell Limit order, *click in the Ask column* next to the Price that you would like to enter the order for.
- To enter a Buy Stop order, *right-click in the Bid column* next to the Price that you would like to enter the order for.
    - A stop order to buy will be entered at that price for the quantity specified, and your new order will be reflected in the Buy column (point mouse to order).

- Similarly, to enter a Sell Stop order, just *right-click in the Ask column* next to the Price that you want to enter the order for.

In addition to Limit and Stop orders, you can also execute Market orders on the ABV using the Market Buy and Market Sell buttons.

If you would like, you can set up the ABV so that a Bracket or Trailing Stop order will automatically be created any time an order entered via the ABV is filled. The Bracket and Trailing Stop parameters will default to the values set up on the Settings window. To link a Bracket or Trailing Stop order to all orders entered via the ABV, *choose Bracket or TStop from the Link To drop down box. We'll go ahead and choose Bracket.* As you can see a small window pops up with the default parameters for your bracket. You can of course change these levels by typing in the desired number, or using the + and – buttons. A limit order will be your profit order type, and for your loss order type, you may either choose a stop or a trailing stop. For now, we'll just *choose stop.* Now, let's *enter a market order to buy by pressing the Market Buy button.* As you can see, as soon as the order was filled, two new orders were also entered (point to the working order indicators out for these two new orders). A limit order was created at a price that is five ticks above the market order's price (point to the profit target of 5 ticks in the Bracket dialog) and a stop order was created at a price that is three ticks below the market order's price (point to the loss target of 3 ticks). Both orders have the same quantity that the market order had. Because these orders were entered as part of a bracket, when one of these orders is filled, the other will automatically be cancelled. Likewise, if we choose TStop from the Link To drop down box, a small window will appear that allows you to view and change your trailing stop parameters. Like the bracket, your trailing stop will be entered once an order entered via ABV is filled. For more details on how Trailing Stop orders work, go to the Positions chapter of this tutorial.

The ABV allows you to cancel some or all of your working orders as well. Let's put in a couple of Buy Limit and Sell Limit orders to see how this works. If you decide that you want to cancel a particular order, *simply place your mouse over that order in the Buy or Sell column*, whichever applies, and you'll notice that a yellow X appears over your working order. *Click on the yellow X* and that particular order will be cancelled. If multiple orders are entered at the same price (and on the same side), they will all be cancelled.

You can easily cancel all of your Buy orders, all of your Sell orders, or all of your Buy AND Sell orders by clicking on the appropriate button. (Hover over each button with the mouse as it is mentioned).

Lastly, you can also flatten a position from the ABV window. When the *"Flatten" button is clicked*, all working orders for the instrument will be canceled and an order will be entered that flattens, or closes out, your net position.

This concludes our chapter on the ABV.

Quickstart

**This chapter will begin and end with a Flash piece, backed by music.*

[Once the Flash intro is done….fade from black to Toolbar, start speaking as fade in]

Welcome. We hope you enjoy your trading experience on our platform. In this chapter, we are going to hi-lite a few key features of the application, the first of which is the Toolbar. The Toolbar will allow you to easily access all of the application windows with the click of a button [fade out].

Live, streaming market data in both the Quotes and ABV windows help you stay on top of your trading game.

Get your orders out to the market as quickly as possible with simple, one-click trading. Let's take a look to see how this is done:
Clicking here (mouse clicks on Mkt Buy button) would place a market order to buy 5 lots. If you want to place a sell stop order, just right click next to the desired stop level. You can also place limit orders as well as cancel orders with a single click. Simply put, it's trading made easy.

View and filter all of the important details for your orders on the Orders window. (fade out)

Keep track of your current position and P&L on the Positions window. (fade out)

And get real-time status of your fills via the Fills window. (fade out)

Customize your desktop layout by attaching multiple windows together so that they can be moved quickly and easily as a single unit (sticky windows shown, fade out)

Once you have configured your desktop just the way you want it, save that configuration as a layout (Zoom in to Layouts button) so that you can easily access the windows that you want to see. (fade out)

Using the minimize button at the bottom of the Toolbar lets you shrink your entire layout to title bars, [pause] yet still allows you easy access to all of your application windows. (Click Max to maximize again).

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Settings (approx. 5 min)

The Settings button on the Toolbar brings up a window that allows you to adjust the application settings to better customize your platform. Let's go over each of the tabs found in Settings:

The first tab you see is the "General" tab. If you have access to more than one account, you can *select a default account from the drop down menu* so that your trading system always defaults to that account. If you would like a confirmation dialog to appear whenever you enter an order, amend an order or cancel an order, you may turn on confirmations. The confirmation dialog will give you the chance to either move forward with the action, or cancel the action. To turn confirmations on, *check the checkbox next to the confirmations that you would like to appear. Unchecking a checkbox* will turn confirmations for that action off. Once you have chosen the account you want, and set the desired confirmations *click the "Apply" button.*

The second tab you'll see is the "Alerts" tab (click on this tab). As you can see, you can set both sound and visual alerts. To implement a sound alert, *simply click on the first line for that specific alert* and a small gray square will appear on the right side of the field. Then, *click on that square* and a directory of sound files will appear. You can then *choose which sound you want* to serve as the alert for that action, and then *click the "Open" button* to set the sound alert. You can also specify if you want a visual alert to appear for a given action. To turn an individual visual alert off, *simply go to the second line for the given action and click anywhere on the line.* A drop down menu will appear on the right side of the line and you can *then choose "on" or "off."* If you'd like to turn off all of the visual alerts, *simply check the box in the lower left hand corner.* If you'd like to turn off all of the sound alerts, *just check the box in the lower right hand corner.* Once you're finished setting your alerts, *click the "Apply" button.*

The next tab is the Scaling tab (click on this tab). On this tab you can adjust the sizes of the different application windows. You can change the scale factor by either typing them in, or by using the small "up" and "down" arrows (point mouse to these buttons). When the scale factor is set at 1.0, the window appears at its normal size. Adjusting the scale factor up or down makes the window appear larger or smaller (similar to zooming). You may want to experiment with the scaling values to find the window size that best works for you. Once you've set the scaling factors to suit your needs, *click the "Apply" button.*

On the Ticket/ABV tab, you can set the default quantity values. You can do so for all of the instruments or per instrument. If you want the quantity to default to the same amount for every single contract you trade, simply *click on the "All Instruments" radio button.* Then type in the default quantity you want *(point mouse to this box).* On the other hand, if you want to set the default quantities according to contract, *click on the "Per Instrument" radio button.* Then, you can type in the default quantities you want for each individual contract (scroll down the Quantity column). If you want the quantity to be set to zero after an order is entered, just check this box (place mouse by the box). If you'd like the quantity to return to the default level you specified above, check here (place mouse by box). If you prefer to leave the quantity as is, after you enter an order, then check here (place mouse by box). If you would like to use the older version of the ABV, called ABV1, simply check the Use ABV1 box. For details on the new ABV, refer to

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the ABV2 chapter of this tutorial. Once your Ticket and ABV values are set, *click the "Apply" button.*

The Trailing Stop tab lets you set default values, in ticks, for your trailing stops. You have the choice of setting trailing stop values that will apply to all of your trailing stops, regardless of contract; or you can set them up so that they are contract specific. After you click the appropriate radio button (scroll mouse from "All Instruments" to "Per Instrument" check box), you can then go through and type in the default values (scroll mouse over columns/rows). Once done, *click the "Apply" button.*

The Brackets tab lets you set default values, in ticks, for your profit or loss brackets. Like trailing stops, you have the choice of setting values for all contracts; or you can set them up so that they are contract specific. Again, click the appropriate radio button (scroll mouse from "All Instruments" to "Per Instrument" check box), and then type in the desired default values (scroll mouse over columns/rows). Once done, *click the "Apply" button.*

The Ticket tab (click on this tab) allows you to set up a default trade ticket that will pop up anytime you press the "Trade" button from your Toolbar. Use the drop down menus to select the appropriate defaults (quickly go through and click on each of the drop down menus). You can also check the "Close after entry" box (put mouse by this box) if you want the trade ticket to be closed after you place your trade. *Click the "Apply" button* when your default trade ticket is set up.

You can set up hot keys via the User Keys tab (click on this tab). You can decide whether you want the hot keys to be set up with or without the use of the Control or Shift buttons (scroll mouse to both areas). When you're ready to assign the hot keys to specific actions, just *click on the drop down menu* next to each command to view the list of possible actions (scroll down menu). Then, select the action (select any action) that you want to be triggered by pressing the hot keys. *Click "Apply"* when you are satisfied with the specified hot keys.

The User Reminders tab (click on this tab) lets you set reminders for yourself that will pop up at the time you specify. To set a reminder, *click the "Add" button.* Then, choose the date that you want to see the reminder (click on any date) and set the time by either typing it in or using the up and down arrows (put in a time). You can name your reminder in the Title field (type in something like "Fed"), and then type in the text for your reminder in the Message field (type in something like "rate announcement"). Once done, *click "OK" and then click "Apply."*

The Keypad tab (click on this tab) allows you to set the default quantities for your keypad. Simply type in the desired values (type in some numbers for the first 2 or 3 boxes) in each of the boxes, and when done, *click "Apply."*

The last tab is the "Window Background" tab. This tab gives you the ability to change the background color of many of the windows that you use. If you would like to change the background color simply *check the "Select New Background" box.* Then, choose whichever color you prefer by using the scrollbar. Once you've decided on a color, click on it, and then *click "Apply."* You should then see the background color change.

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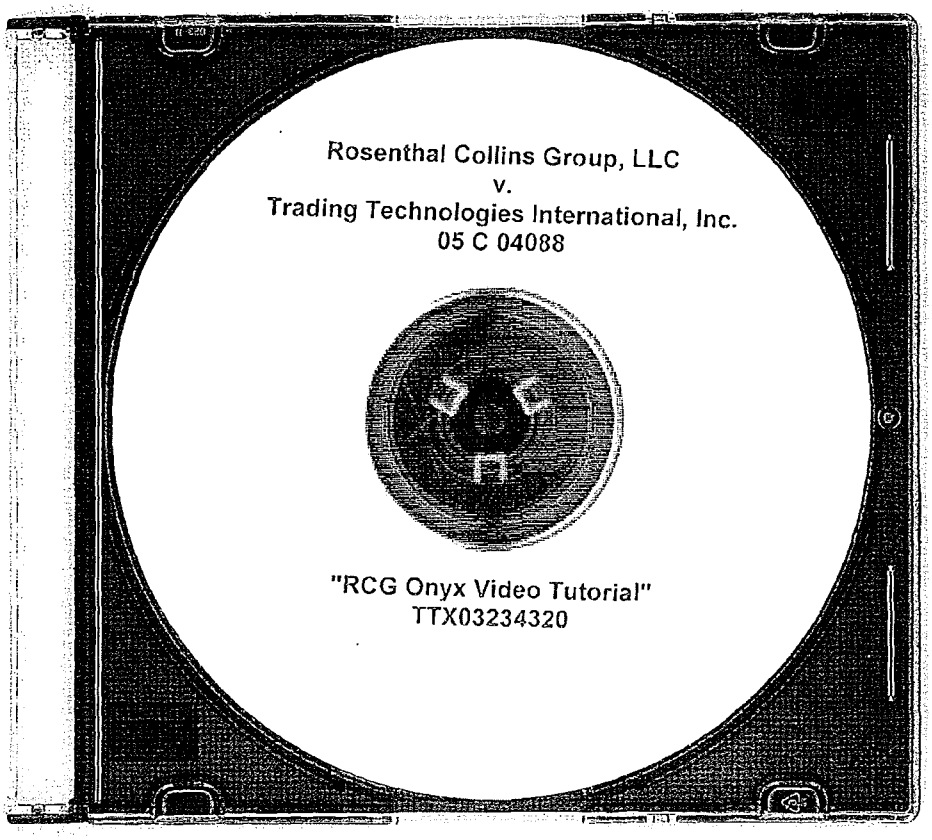
Lastly, please note that you can import and export your settings from and to other users via the "Import Settings" and "Export Settings" buttons (just scroll mouse over these 2 buttons).

When you're finished adjusting all of the settings to suit your personal needs, *click the "OK" button* to return to your main screen.

This concludes the Settings chapter. Thanks for following along.



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November 15, 2011

VIA HAND DELIVERY

The Honorable Judge Virginia M. Kendall
United States District Court for the Northern District of Illinois
219 South Dearborn Street, Chambers 2378
Chicago, IL 60604

Re: *Trading Technologies Int'l, Inc. v. Rosenthal Collins Group*
Civil Case No. 10-CV-929
Trading Technologies Int'l, Inc. v. BGC
Civil Case No. 10-CV-715

Dear Judge Kendall:

Pursuant to a settlement between Trading Technologies and Rosenthal Collins Group, enclosed please find a consent judgment that the parties request be entered in civil case number 10-CV-929 (consolidated with civil case number 10-CV-715). 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,

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

cc: Michael Conti, Esq.
Stacie Hartman, Esq.

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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

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

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

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

4. All claims of the '411, '768, '382, '996 and '374 patents are valid and enforceable.

5. RCG has infringed the '411, '768, '382, '996 and '374 patents under 35 U.S.C. Section 271 by making, using, selling, offering for sale, importing and/or otherwise distributing electronic trading software that includes what RCG has called the ABV window, including the Onyx®, Onyx® 2, Onyx® Glide (which modified the previous version such that after a change in the inside market the price column drifts back to the center of the displayed ranges of prices), Onyx® Pro, and RCG Spreader software. Documentation and a copy of a web-based tutorial on a DVD describing some of these products is included in Exhibit 2. One version of the ABV window was the subject of summary judgment proceedings in Case No. 05 C 04088 (Dkt Nos. 157, 158, 200, 201, 202, 258, 259, 290 and 313).

6. Defendant RCG, its officers, agents, servants, employees, and other persons who are in active concert or participation with RCG (including its directors, partners, members, affiliates, subsidiaries, assigns, successors-in-interest to the extent permitted by Fed. R. Civ. P. 65) are hereby permanently enjoined (unless expressly permitted by TT

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(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]

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SO ORDERED

Dated:_____

Virginia M. Kendall
United States District Court Judge

AGREED TO:

Dated: 11/14/11

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Exhibit 1

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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;

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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/drifting 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

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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

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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

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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]."

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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,

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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

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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;

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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

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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:

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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]

MLA

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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

Title: EVP, GENERAL COUNSEL
TRADING TECHNOLOGIES INTERNATIONAL, INC.

TTBD LLC

By: _____

Name: MICHAEL G RYAN

Title: COUNSEL

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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

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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

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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]

TTX03255056

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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

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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.

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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

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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]

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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

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Exhibit 1

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Exhibit 2

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Exhibit 2

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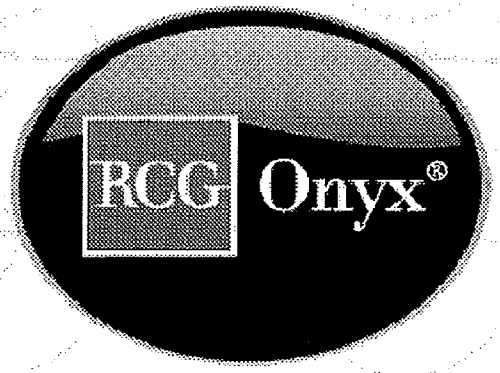


Welcome to RCG Onyx®

State of the Art Electronic Futures Trading Platform

- **No monthly platform charge**
- **5% rebate program**
- **One-click execution**
- **Trailing stops and bracket orders**
- **Excel data export capability**
- **Customized screen layouts**
- **Easy-to-drag features from one window to another**
- **Online tutorial for minimal trade training**
- **24hr. technology and client support**

Join the Future of Futures

We look forward to working with you, and please do not hesitate to contact us with any questions or comments. Thank you for your recent submission for your free trial of the RCG Onyx trading platform. If you have not received your free trial please confirm your contact information.

Call an Onyx representative today (866) RCG – ONYX or www.rcgonyx.com

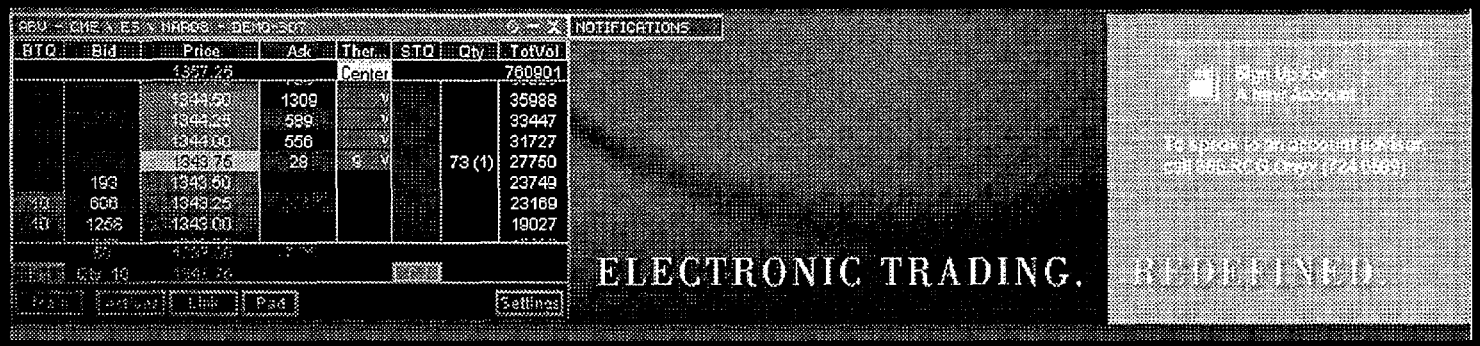
RCG00115151

TTX03255067

RCG Onyx® Marketing
216 W. Jackson Boulevard, Suite 400
Chicago, Illinois 60606
Website: http://www.rcgonyx.com

WELCOME TO RCG ONYX®

RCG Onyx®



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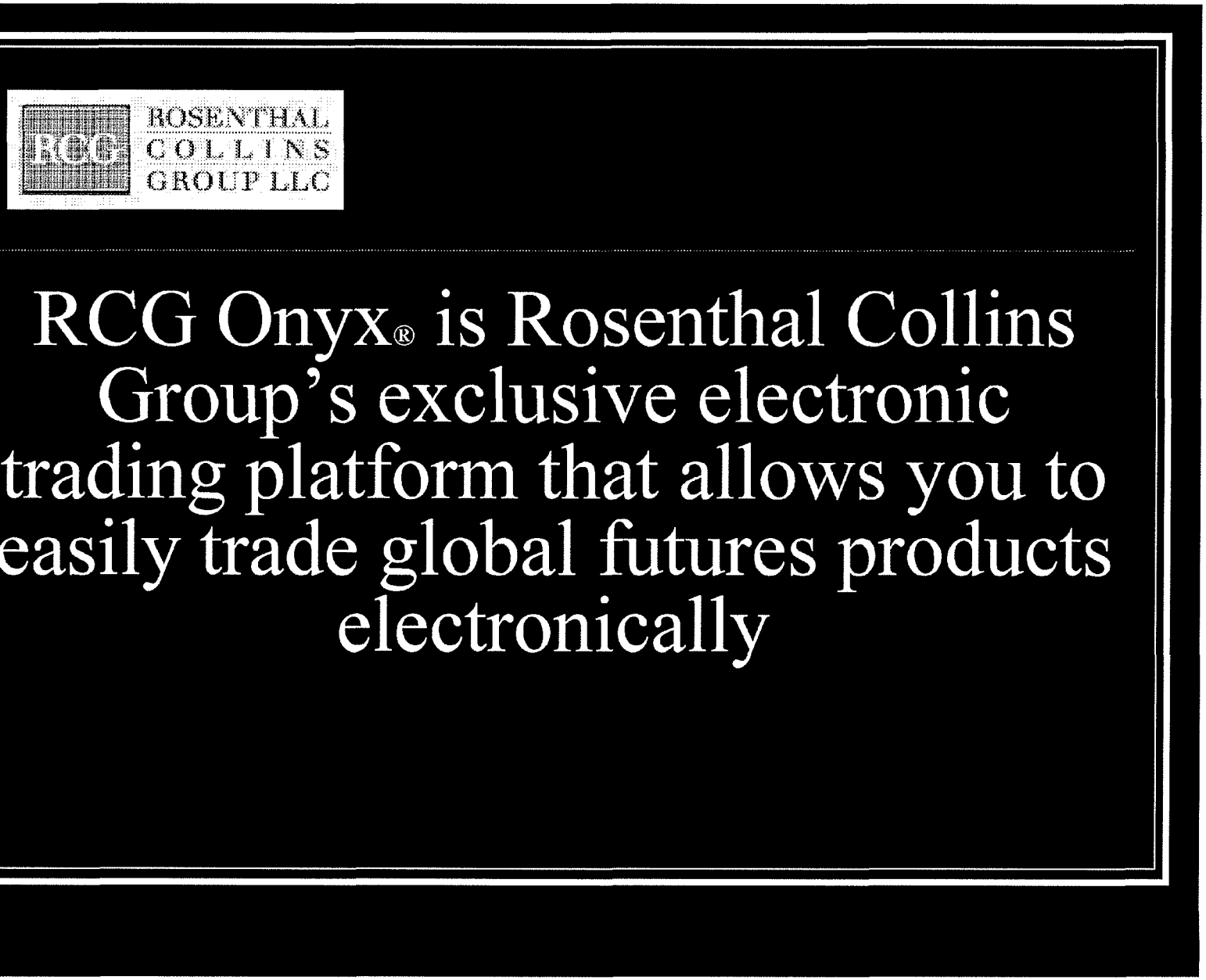

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Key Points

- VERY, VERY FAST!!!!!
- Automatic updates upon login!
- ABV window provides market depth and multiple synthetic orders
- View statements and account information on RCG Onyx Web ®
- Optional charting package
- Price thermometer allows at a glance market movement regulation
- Multiple windows facilitate multi-market trading
- Live streaming market data that constantly moves with the markets

RCG00115231

TTX03255071

Platform Features

- The Contracts Window
  - filter
- The ABV Window
  - iceberg orders, trailing stops and bracket orders
- The Positions Window
  - streaming profits and losses
- Orders, Quotes, Fills and Ticket Windows
- RCG Onyx ® Web
  - risk management, quotes, statements and charts

RCG00115232

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Conclusion

The ABV window was designed to give you a view of market depth and offer the ability to place synthetic orders.

RCG Onyx ® Web offers you access to all of your account information including up-to-date statements from the GMI load.

Other windows, such as the quotes, orders and fills windows allow you to access all the information you need.

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RCG00115234

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Script for Professional Traders
Follow Outline

The Contracts Screen: Offers contracts from almost all the world's exchanges

- Demonstrate the FILTER
  Ex. Demo: Find E mini S&P 500, Sep '08
- The Spreader (see attachment for instructions)
  - To set up a spread position you will need to select new spread on the bottom of the contracts screen.
  - From here you will be able to set up and save your spread for later use.
- Show how to drag contracts into the ABV (transition to ABV)

PLEASE READ BEFORE PRESENTATION: The ABV screen is very important to professional traders and is probably the only screen that they will pay attention to. Most professional traders will understand the basics of the ABV, like pricing information and the different columns. You should go into depth when explaining bracket, trailing stop and iceberg orders. Manually demonstrate each of these and also how to place limit and stop orders.

The ABV Screen: (Ask Bid Volume)

Lets you see market depth
*** Show how to open many ABV windows at one time
**Turn off all alerts and order confirmation keys!

- The price column
  - high / low and last traded
    - red- high
    - blue- low
    - gray- last traded
  - price thermometer
    - green- upward movement
    - red- downward movement
    - yellow- no change
  - center button (last traded price)
- The STQ and BTQ columns
  - Your total quantity of buys and sells
- The Buy and Sell columns
  - Display type of order (limit, stop, etc.)
- Demonstrate: (attached are instructions for iceberg, bracket and trailing stops)
  - Market order
    - Placed by either left clicking in the buy or sell columns at the current market price, or by opening the actions key and choosing market buy or market sell
  - Limit order
    - Placed by left clicking in the bid or ask column at your desired price

- Stop order (enable right click)
  - Placed by right clicking in the bid or ask column at your desired price
- **Iceberg order**
  - Open the synthetics window and choose "iceberg"
  - Set parameters
    - Clip size
    - Random
    - Delay time
    - Random
  - Choose "iceberg" in the link drop down
    - Point out the orange ABV
    - Execute
- **Bracket order**
  - Open the synthetics window and choose "bracket"
  - Set parameters
    - Profit target
    - Loss target
    - Order types
- **Trailing stop order**
  - Open the synthetics window and choose "Tstop"
  - Set your parameters
    - Initial Stop Loss
    - Profit Adjust to Breakeven
    - Adjust on Movement
    - Adjust Amount

- Mention:
  - Trades will be executed on a first in-first out basis
  - All orders are day orders only, not good till cancelled
  - Not a static ladder, the ABV screen moves constantly with the market
  - Open the settings and choose to see the Volume on the side (show the ABV with Volume enabled)

(Please know that while all other screens are customizable due to patents the ABV is not)

The Quotes Screen:

- Show how to drag from contracts
- Demonstrate how to access "CHARTS"
- Remove a contract from the screen
- Customizable
  - demonstrate by changing the column headers

The Positions Screen:

- Shows your Profits and Losses that are real-time and loaded from the GMI
- Show how to cancel an order

The Ticket Screen:

- Point out the ticket screen, no need to explain

The Orders Screen:

- Displays reasons for order rejection
- Amend or cancel working orders

The Fills Screen:

- Shows filled order information

RCG Onyx ® Web:

- Gives you the ability to view your in-depth information and allows you to upload it into **spreadsheets or send the information via email.**
- Allows you to view account statements up to 30 days previous and view monthly statements up to 6 months previous.
- **RCG Onyx ® Web contains <u>all</u> information for an account. This includes positions taken outside of RCG Onyx ®, like orders called in or made on the floor as well as orders made on other platforms.**
- It is linked to our data file and is **always correct**, so **discrepancies can be resolved** by viewing statements and positions in RCG Onyx ® Web.
- Checking RCG Onyx ® daily will help you **monitor your positions and help keep an eye on your account**
- You can **view risk management** information MENTION CHAS MARGINING!
  - -Cash margining takes into account your account balance and weighs it against the margin coast for the exchange. The result is your buying power. If you buying power decreases so will your ability to execute orders.
- You are able to see your **fat finger, aggregate and daily loss limits.**
- You can view your balance, positions, transactions, statements, reports, orders, fills and charts as well as exchange information and contract information.
- You can access **charts** to help you **interpret and predict market trends**

How to use RCG Onyx® 2
(This information is meant to provide a more detailed explanation of the different functions of RCG Onyx® 2. Please use the above outline for your demonstration, do not read off of the following information.)

The Quotes Screen: primary function is to provide live streaming market data for any contracts available to you.

1. To view a contract in the quotes screen simply drag and drop the contract you would like to view. (Demonstrate this with the contracts screen)
2. You can enter an order in the quotes window by selecting the trade button and a ticket window will appear.
3. To remove a contract from the quotes screen, click the gray button and select remove.

The Contracts Screen: The contracts screen allows you to choose contracts from almost all the world's exchanges.

1. The most important feature on the contracts screen to explain is the filter! The filter is located at the bottom of the screen. You can type the letters or names of a contract and also specify dates by month and year to narrow your search.
2. In September the spreader will be added to RCG Onyx®. Please make sure that you are up to date with this technology.

The Positions Screen: allows you to monitor overall positions and your profits or losses.

1. You can filter this screen by all or one account.
2. In the positions screen you can close out a position as well as set trailing stops.
3. You can also view your streaming, real-time profits and losses.

The Ticket Screen: allows you to place entry, closing and specialized orders.

1. In the ticket screen you can place limit, stop, stop-limit and iceberg orders.
2. You can view current bid and ask information
3. Change quantities and buy or sell orders

The Orders Screen: displays current orders in a configurable grid.

1. This screen makes troubleshooting easier because you can view your account(s) and understand reasons for rejections, amend or cancel working orders and view details for filled orders.
2. This screen can be filtered by account, side or state.
3. You can change the value of an order by right clicking the value that you would like to change.

The Fills Screen: displays all filled orders.

1. You can reverse your position in the fills screen.

2. The data can be filtered by account or side.

The ABV Screen: displays real time data for a particular contract, allowing you to get a current snapshot of the market.

*To add a contract to the ABV window simply select a contract from the contracts screen and drag it into the ABV.
*Once a contract has been added to the ABV you can do many things with it.

1. Understanding columns and numbers-
   a. **The price column** is in the center of the ABV and the red number at the top of the price column is the daily high, the blue number at the bottom is the daily low and the gray number at the bottom is the last traded price.
   b. **The price thermometer** (the green or red bar next to the price column) indicates the direction of the market since the time you logged on or opened the contract in the ABV. If it is red the market has moved down, if it is green the market has moved up and the number indicates how many ticks it has moved in either direction.
   c. **The BTQ column and STQ column** display the total number of buy and sell orders that you have placed.
   d. **The Buy and Sell columns** display the type of order that you have placed (limit, stop, etc.) and the quantity of that order.
   e. **The Bid and Ask columns** display the total number of bids or asks for a particular price. The number under the bid column is your net position and the number under the ask column is the net change for the day.

2. Placing orders in the ABV
   a. **Market Orders** can be placed with a ticket or in the ABV window by selecting the actions button and choosing market buy or market sell. You can also place a market buy or sell order by left clicking the bid or ask column at the market price.
   b. **Limit Orders** can be placed in two ways in the ABV. You can either left click in the bid or ask column at the price you would like to buy or sell or you can open the ticket window and set a limit order.
   c. **Stop Orders** can be issued in the ABV. Choose the quantity you would like to place the order for using the pad key, then click on "settings" (which is on the toolbar), select the tab "Ticket/ABV" and choose the option to "enable right-click stop order". Then you will be able to issue a stop limit order by right clicking in the bid or ask column on the ABV screen.
   d. **Tstop Orders** can be placed in the ABV window by opening the synthetics button. You must then select tstop both in the synthetics screen and in the link drop down. A tstop screen will open and allow you to set the parameters for your order.
   e. **Bracket Orders** can be placed the same way you placed a tstop order. Open the synthetics button and choose bracket in both the synthetics screen and the link drop down and then set your parameters.

f. **Iceberg Orders** can be placed the same way you placed a bracket or tstop order. Open the synthetics button and choose iceberg in both the synthetics screen and the link drop down and then set your parameters.

3. Settings and Main
   a. You can choose to change the **settings** in the ABV. You can make certain keys active or inactive and choose to see implied pricing.
   b. The **main key** allows you to change accounts or contracts in the ABV.

RCG Onyx® Web:

1. Allows you to view account statements up to 30 days previous and view monthly statements up to 6 months previous.
2. RCG Onyx® Web contains all information for an account. This includes positions taken outside of RCG Onyx®, like orders called in or made on the floor as well as orders made on other platforms.
3. It is linked to our data file and is always correct, so discrepancies can be resolved by viewing statements and positions in RCG Onyx® Web.
4. Statements and reports can be emailed directly from RCG Onyx® Web and also can be uploaded into Excel spreadsheets.
5. You can view your risk management information, view fat finger limits, daily loss limits, aggregate limits and buying power (for more information on cash margining please contact risk).
6. You can view your balance, positions, transactions, statements, reports, orders, fills and charting as well as exchange information and contract information. (Manually go through the functions of RCG Onyx® Web)

Cash Margining:

RCG Onyx® recently added Cash Margining to our Risk Management tools. Cash margining measures your buying power by measuring funds in your account against the exchange margins. Exchange margins are taken nightly from the GMI load for the following day. When you run out of buying power you will no longer be able to execute orders on ANY contract. This feature is more protective than strictly limit based risk management because it takes into account your equity and will not allow you to trade if you do not have the funds available. This prevents risk and IBs from constantly needing to chase down limits. It helps protect against large losses and gives traders access to more contracts because they have more protection.

Example: With limits set a trader could feasibly have many open positions across different products that if all are executed they can have great losses. With cash margining they will not be aloud to take on any additional positions once there account balance has gone too low for the exchange margin cost.

RCG Onyx Webinar Series Webinar 3: Tips and Tricks of the ABV

Introduction: Welcome! Today we will be delving into the ABV window and discovering all the little nuances of the ABV.

ABV stands for "Ask Bid Volume", a very appropriate name for this screen which displays live market depth.

Overview: When looking at the screen, I am viewing quite a lot of pertinent information.

The buy side, highlighted in blue (like the ticket), is on the left and the sell side, highlighted in red, is on the right.

The BTQ and STQ columns will show the total quantity you are buying or selling at any price and the buy and sell columns will show individual orders and order types broken out and consolidated.

We display the current bid and offer quantities up to ten ticks deep depending on what is available from the exchange.

The Quantity column shows the total number of filled orders at that price and the number in parenthesis is the last quantity filled at that price.

The high of the day is shown in red at the top of the screen and the low of the day is shown in blue at the bottom. The high and low are also highlighted by a red or blue bar around the price.
At the bottom of the ABV window, on either side of the low, you will see your total position on the left and the net change on the right. You will also see the last traded price in grey and your order quantity in white.

The last traded price will be highlighted and will be yellow, green or red depending on the movement of the market. The price thermometer is the red or green bar that changes dynamically to reflect market movement since you added this contract to the window. You can center the thermometer by clicking the "Center" button at the top. You can also change the last traded price highlighter to reflect best bid or best offer via the ABV window settings.

The yellow box around one price within the window is your average price for all positions on that contract.

ABV Settings: Now that you know what is displayed in the default ABV window, it's time to consider customizing the ABV to meet your needs. From the settings window on the bottom right of the ABV window, you can…

- Choose to center of the last traded price, best bid or best offer
- You can set visible columns to view only the columns that you prefer
    - This includes the TVAP column, which does not appear in the default view. The Total Volume at Price displays the total volume traded at each price.
- Show implied prices
- Choose to view information in different formats. I.e. show the average price outline, show prices as net change, etc.
- Change the font in the quantity pad
- Enable buttons in the actions screen

Order Entry: Now that you've seen the basic Action buttons, let's talk about how to place an order directly on the screen. You can place a market order by left-clicking anywhere above the market on the bid or ask column. To place a limit order, left-click at the desired price and your limit order will appear. To cancel an order, simply left-click on either the total quantity in the BTQ or STQ column, or cancel one order by clicking on the individual order in the buy or sell column. You can also cancel all buy or sell orders by clicking "Cancel Buys" or Cancel Sells".

You can amend a working order by right-clicking either the total quantity or individual order and dragging it to the new desired price.

The Quantity pad allows you to adjust your order quantity. The default buttons in the quantity pad can be changed to reflect any number you want in the main Onyx settings (Show this). Keep in mind that the quantity pad does not zero out. Any values will add together unless you select zero. (Show this)

**I currently have the order read-back turned on, which requires me to acknowledge all orders. This can be turned off in the Onyx settings for one-click order entry. (SHOW THIS)

Actions: The actions screen provides buttons for basic order entry. You can easily place a market buy or sell order by pressing the buttons. You can also cancel any working orders with one click. The center all button will center the ABV on the last traded price. The flatten and reverse buttons allow you to flatten or reverse your positions.

Stop orders are available in the ABV window if you have enabled this feature in the main settings window. Once you have enabled right-click stop order entry, you can place a stop order exactly the same as a limit order. The only difference is that it will be a right-click instead of left.

Synthetic Orders: The synthetic screen allows you to place three additional order types…

- Brackets: Used to target profits and secure against losses.
- T-stops (trailing stops): Used to lock in profit while securing against a major loss
- Icebergs: used to place large orders and show only a selected quantity at a time.

You must select the order type in the "link" drop-down to place that order type.

Notice that when working a synthetic order, the ABV window will be highlighted in orange to notify you that you are placing synthetic orders.

Go Over each!!

Main: The main screen allows you to change accounts or contracts and select TIF order entry options

Summary: We've covered the basin columns and price information, adjusting your settings, order entry, synthetic order types and additional features. At this point I am going to wrap-up. Are there any questions?

From: RCG E-Help [Ehelp@rcgdirect.com]
Sent: Friday, February 25, 2011 11:27 AM
To: RCG E-Help
Subject: Important Onyx Message

Dear RCG Onyx User,

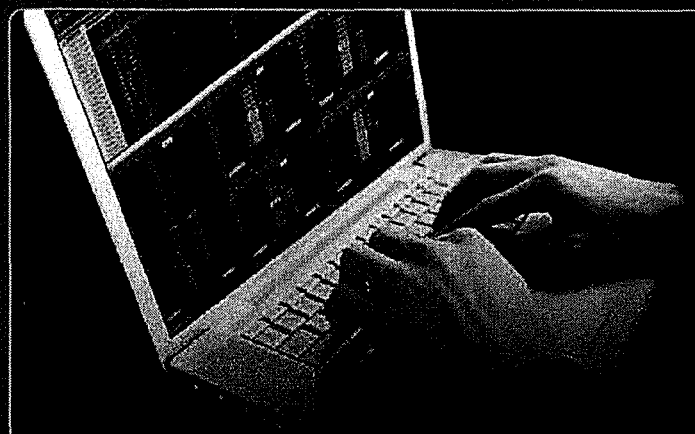
There will be a scheduled maintenance release on Friday, February 25, 2011 at 5:00pm CDT. It will feature a modified ABV which glides as prices move up or down and will highlight the bid quantity, price and ask quantity row. As always, all users will be prompted to upgrade upon their next login to the RCG Onyx client. This release will be seamless to WebTrader.

Please contact your broker or RCG account representative with any questions or concerns. Updated RCG Onyx system requirements can be found under the FAQ section in RCG Onyx Web.

Sincerely,

Rosenthal Collins Group, LLC
Electronic Support Team
Email: ehelp@rcgdirect.com

RCG Onyx®



RCG Onyx Quickstart

www.RCGonyx.com | OnyxInfo@RCGdirect.com

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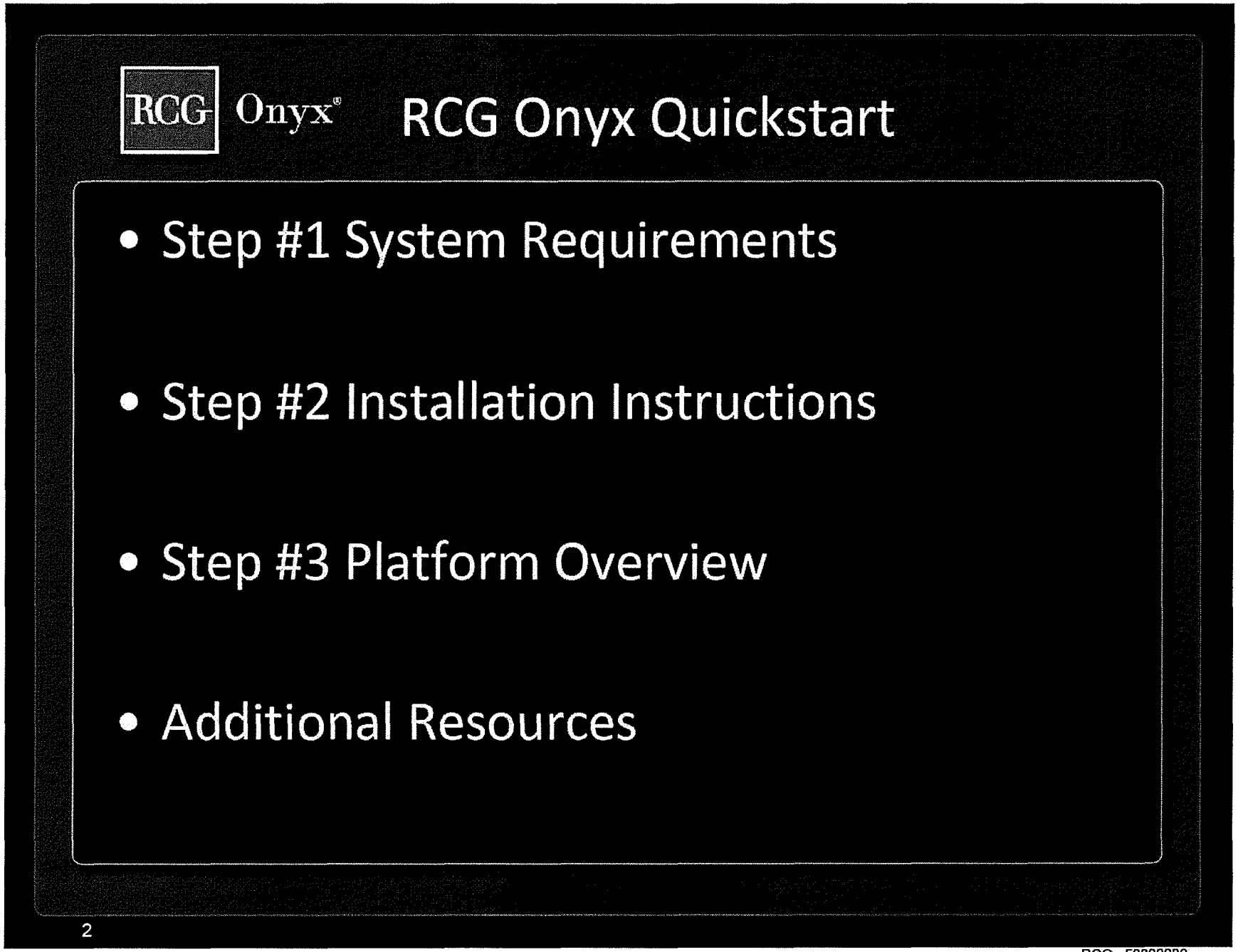

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RCG Onyx®

Step #1: System Requirements

- Microsoft System Setups (one of the below)
  - Windows XP (32-bit)
  - Windows Vista (32-bit or 64-bit)
  - Windows 7 (32-bit or 64-bit)
- 2.00GHz CPU
- 1 Gigabyte of Memory
- 15 Megabytes of free disk space
- 1024 x 768 Screen resolution
- High speed internet connection

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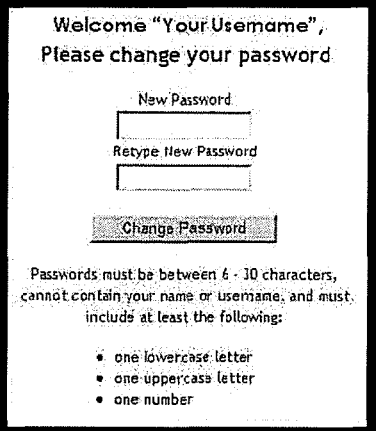
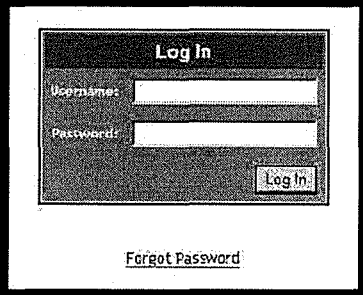
RCG Onyx® Step #2: Installation Instructions

1. Within the welcome email you receive you will notice your Username and a link to set your password. Click on this link to set your password.
2. Enter your password information and click "Change Password".
3. Then you will be prompted to enter your Username and Password.
4. Click on the Download button located on the bottom left-hand corner of the screen.
5. Follow the on-screen prompts to install RCG Onyx.





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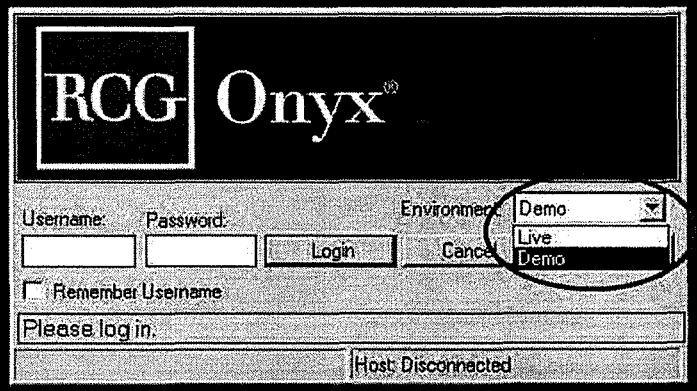
Step #2: Launching RCG Onyx

6. Once you have installed RCG Onyx an icon will appear on your desktop, double click to start the application.

7. Drop down menu
   - Free trial users, select Demo
   - Live trading clients, select Live



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RCG Onyx®

Step #3: Platform Overview

- Default Layout
- Understanding the Toolbar
- Selecting and Placing Contracts in Windows
- 2 Ways to Place a Trade
  - Ticket Window
  - ABV Window
- Before Placing a Trade in the ABV
- Placing a Trade in the ABV
- ABV Display Data
- ABV Functionality
- Other Windows

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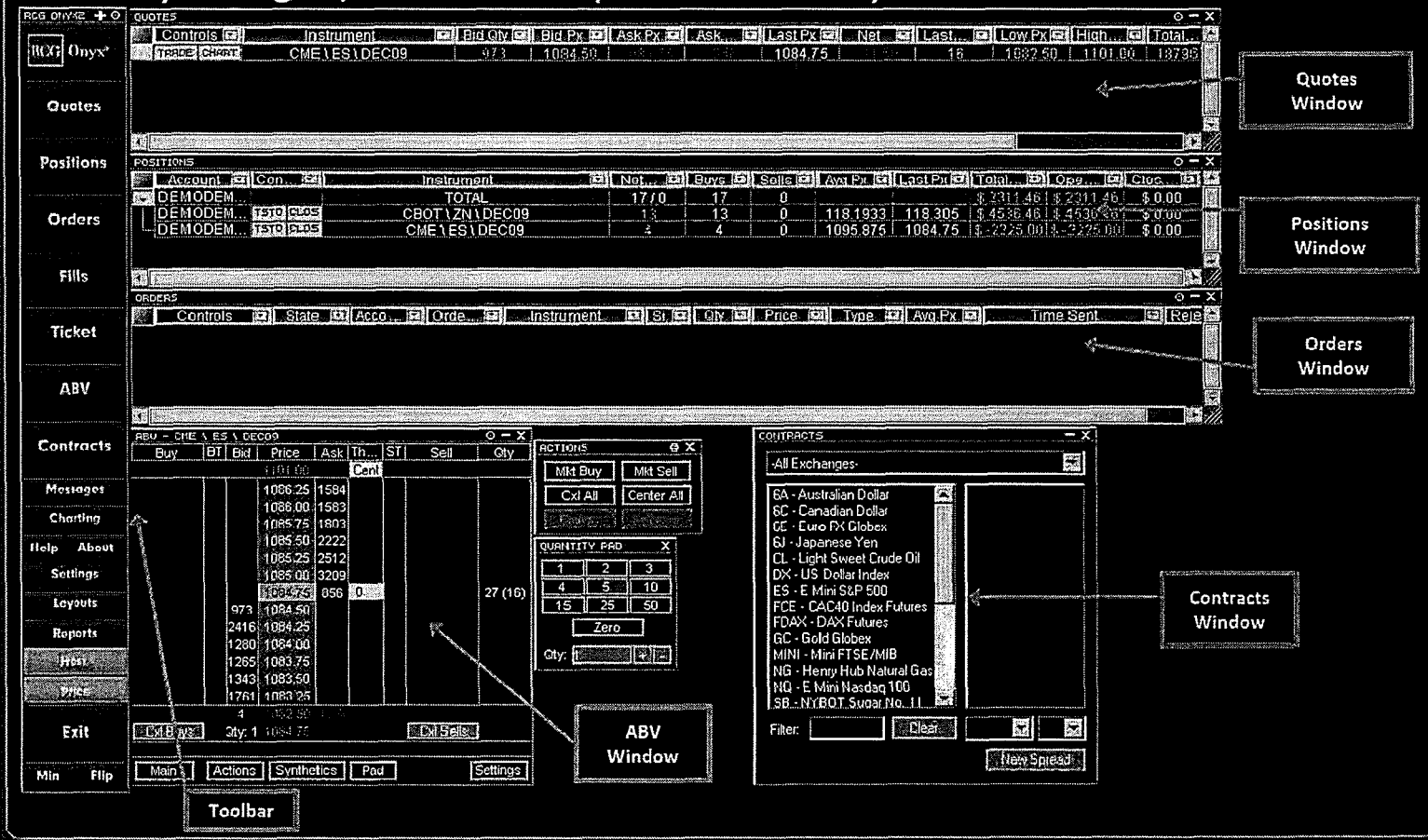
RCG Onyx® Step #3: Default Layout

Once you log in, this is what your default layout will look like.



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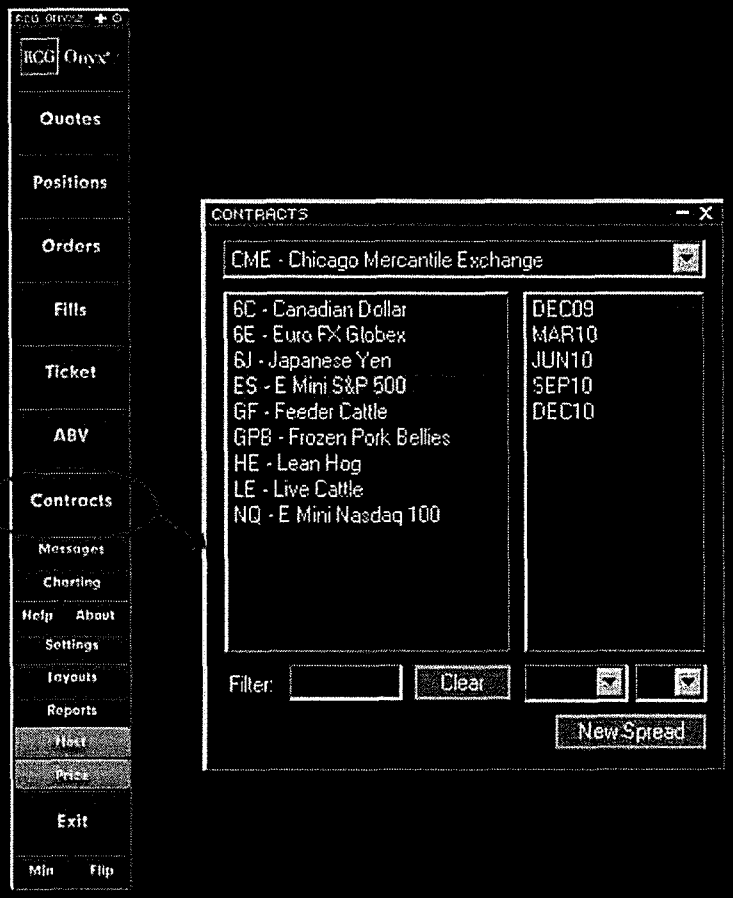
Step #3: Understanding the Toolbar

- Connection Status is displayed on the Host and Price buttons, if either are red you are not connected.
- Flip the Toolbar to the top of your screen by clicking "Flip".

- Minimize and Maximize the platform by clicking "Min" and "Max" on the Toolbar.

Step #3: Selecting a Contract

1. Open the "Contracts" window from the Toolbar
   - From the drop-downs select:
     - Exchange
     - Select Contract
     - Select Month/Year
   - OR Type in the "Filter" field any part of the contract description
     - e.g. "ES" or "S&P"
2. While selecting the month/year, drag it into any window to populate the window with that specific contract/month/year.



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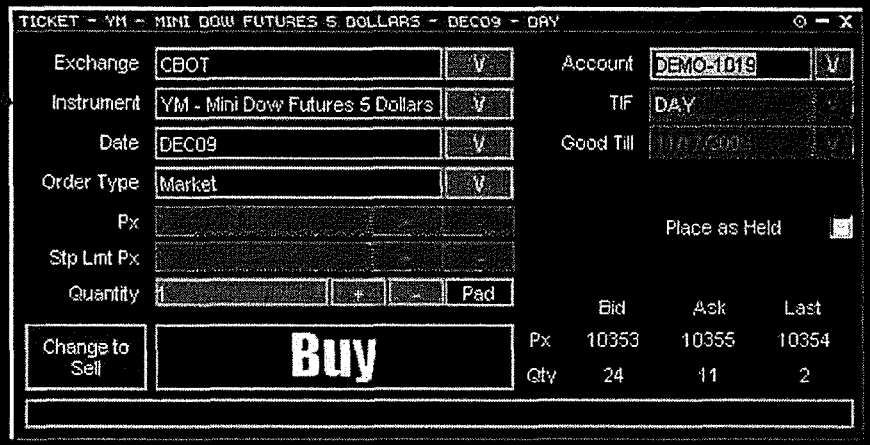
RCG Onyx® Step #3: Placing a Contract

- Drag contracts from the Contracts window into the ABV, Ticket and Quotes window to view market data.
- You can also drag a contract from the Positions, Orders, Fills and Quotes windows into the ABV, Ticket and Quotes windows, which makes trading multiple contracts more efficient.

Step #3: 2 Ways to Place a Trade

Trade Ticket

By clicking on the Ticket button you can execute a trade from within the Ticket window, as shown below.



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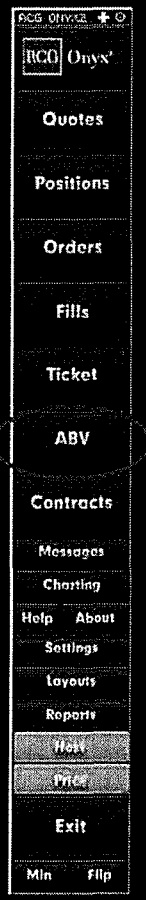
Step #3: 2 Ways to Place a Trade



ABV Window

By clicking on the ABV button, a blank ABV window will appear, here you can drop the specific contract you would like to trade.

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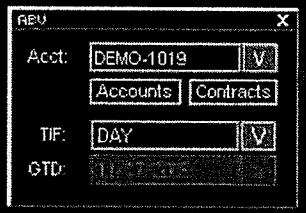
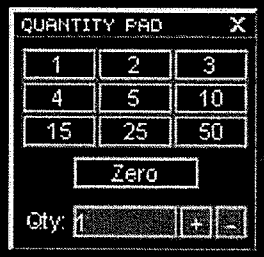
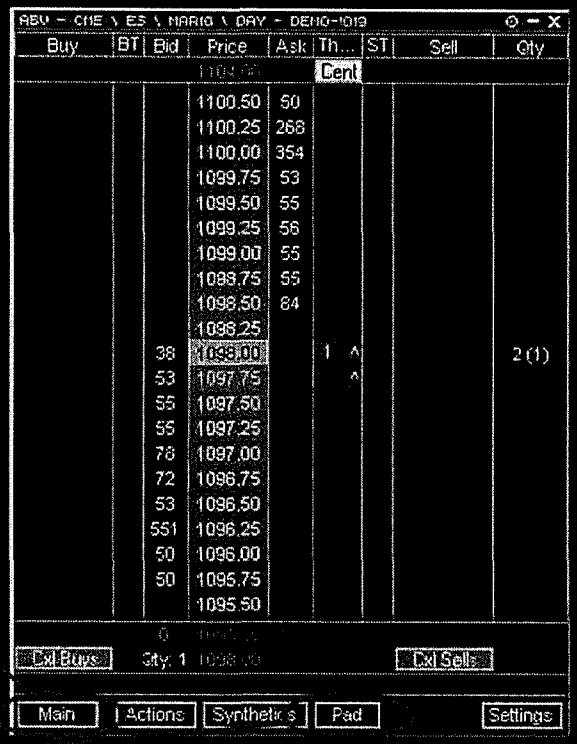
RCG Onyx® Step #3: Before Placing a Trade in the ABV

1. Click the "Main" button on the ABV to ensure your account has populated the window.



2. Click the pad button and select the quantity size.





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RCG Onyx® Step #3: Placing a Trade in the ABV

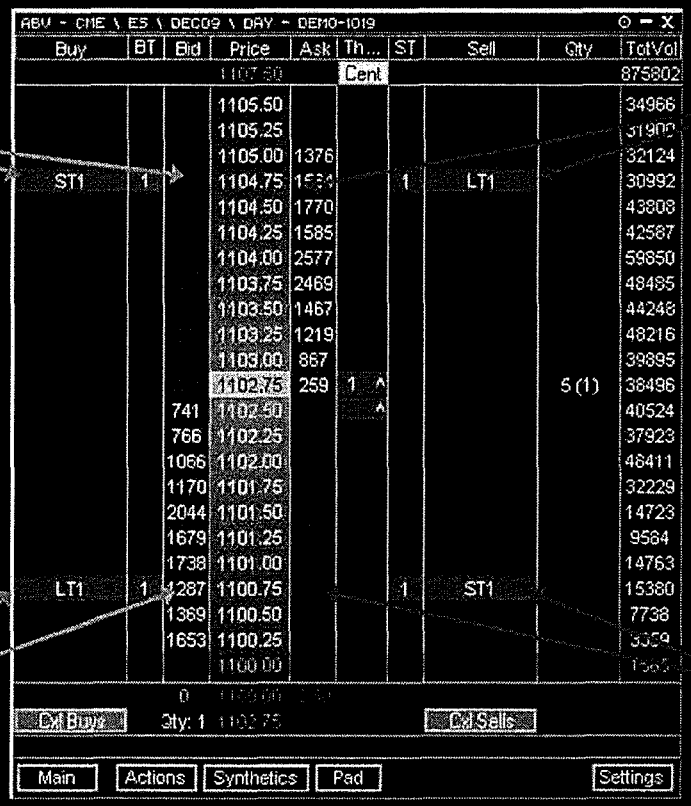
Click on either the BID or ASK column to BUY or SELL. Below depicts how to place limit and stop orders directly from the ABV window.

Buy Stops
Place buy stops above the market by right-clicking in the ASK column (this must be enabled in the Settings area on the Toolbar)

Buy Limit
Place buy limit orders by clicking in the BID column at the limit price of your choice

Sell Limit
Place sell limit orders by clicking in the ASK column at the limit price of your choice

Sell Stops
Place sell stops below the market by right-clicking in the ASK column (this must be enabled in the Settings area on the Toolbar)



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RCG Onyx® Step #3: ABV Display Data

High of the Day
Both the highlighted red row, and the price in red display the high of the day

Low of the Day
Both the highlighted blue row, and the price in blue display the low of the day

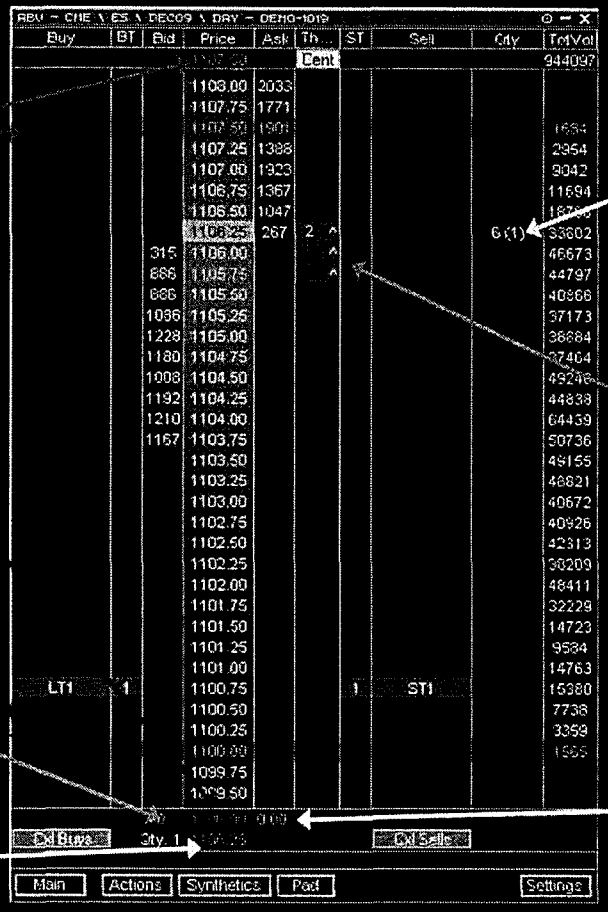
Net Position
This number displays your net position for the specific contract

Last Price
Displays last traded price

Volume/Quantity
The number to the left is the total volume traded at that price since it began trading at that price, and the number within the parentheses is the last quantity traded at that price

Thermometer
Displays market direction in ticks from the time you placed the contract into the ABV
GREEN = upward movement

Net Change
Displays the net change for the current trading session



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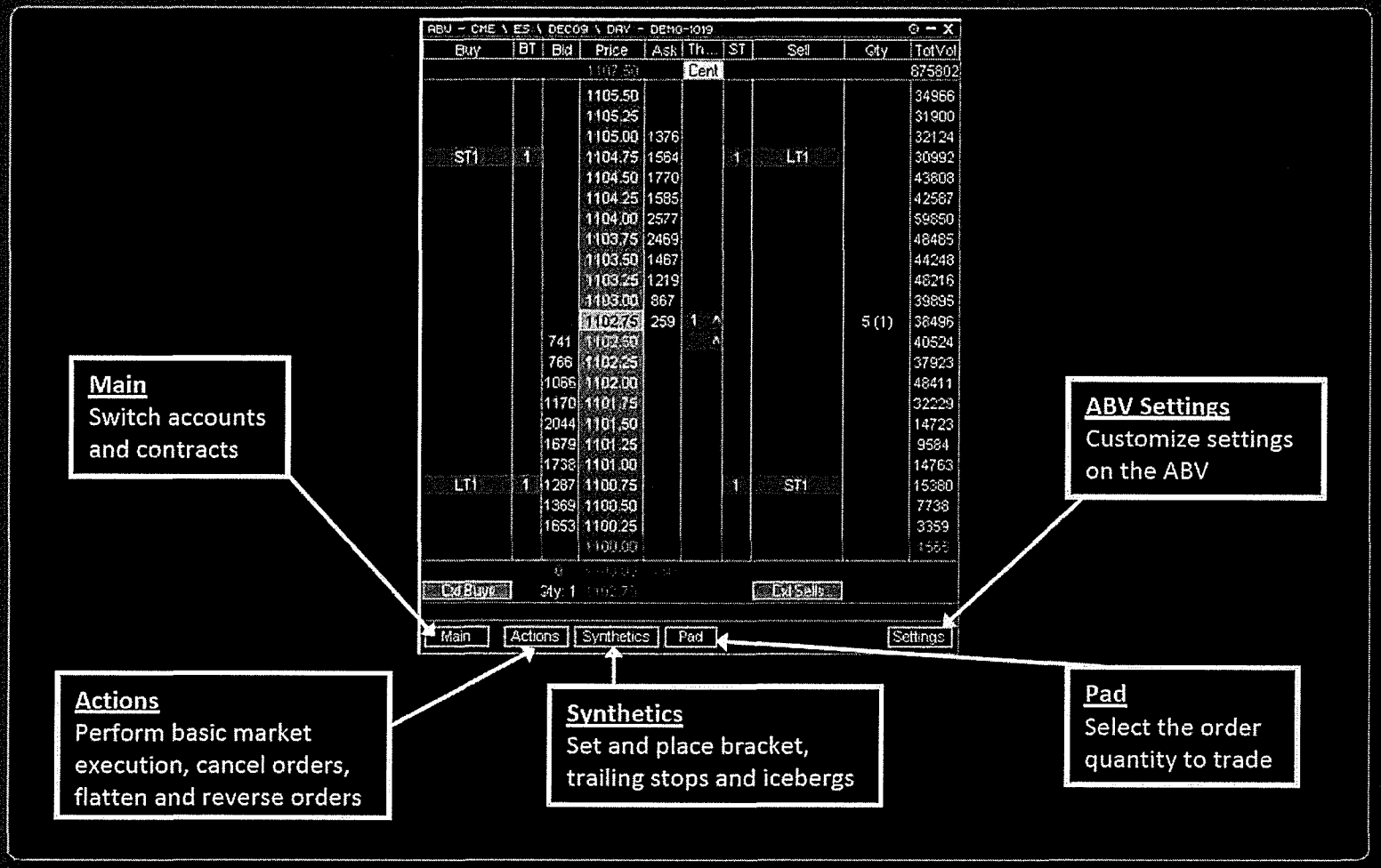
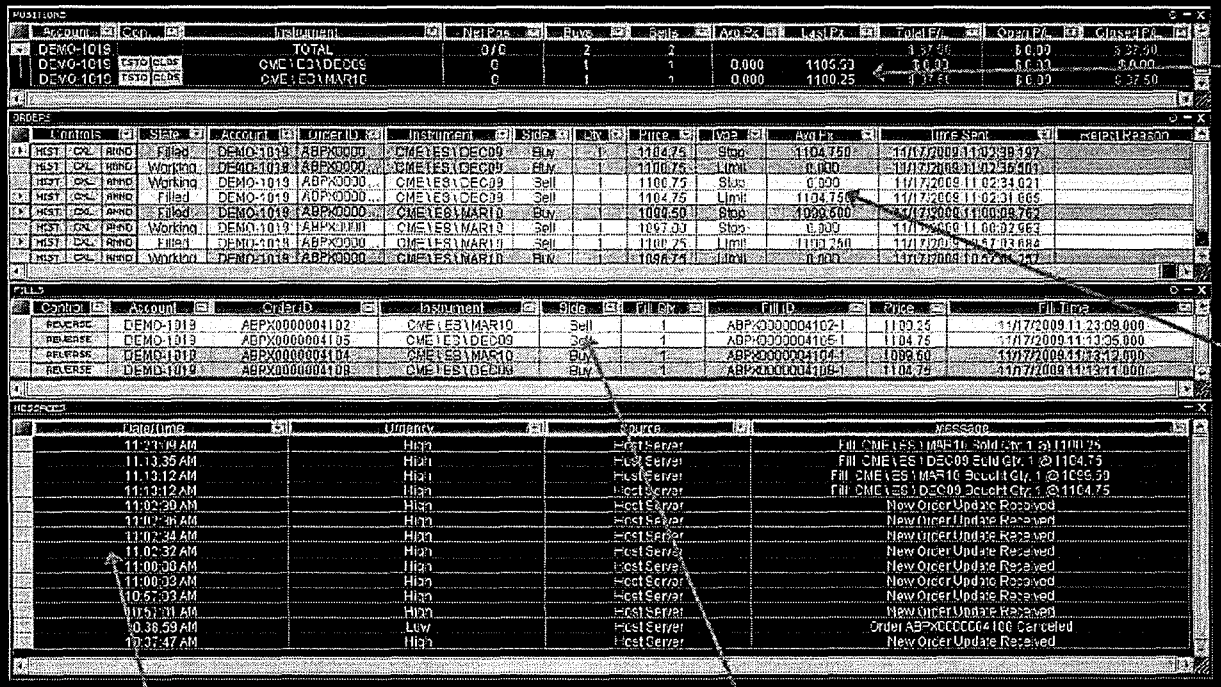
TRADING TECH EXHIBIT 2283

RCG Onyx® Step #3: ABV Functionality



RCG Onyx® Step #3: Other Windows

You can view, export and print from any of these windows. All information is in real-time.



Positions
Monitor your overall position, P&L and Available Buying Power. Here you can also close out your positions and set trailing stops.

Orders
View all working and filled orders. From here you can cancel and amend orders. View the history of filled orders and filter by state, instrument, or side.

Messages
Displays all the information exchanged between RCG Onyx and various data feeds.

Fills
View all orders filled for the current trade session. From the fill window you can reverse your position and filter your filled orders by account, instrument, or side.

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RCG Onyx®

Additional Resources

Thank you for choosing RCG Onyx.

For additional information regarding RCG Onyx visit the below webpages or email us.

RCG Onyx Interactive Tour

RCG Onyx Tutorial

www.RCGonyx.com | OnyxInfo@RCGdirect.com

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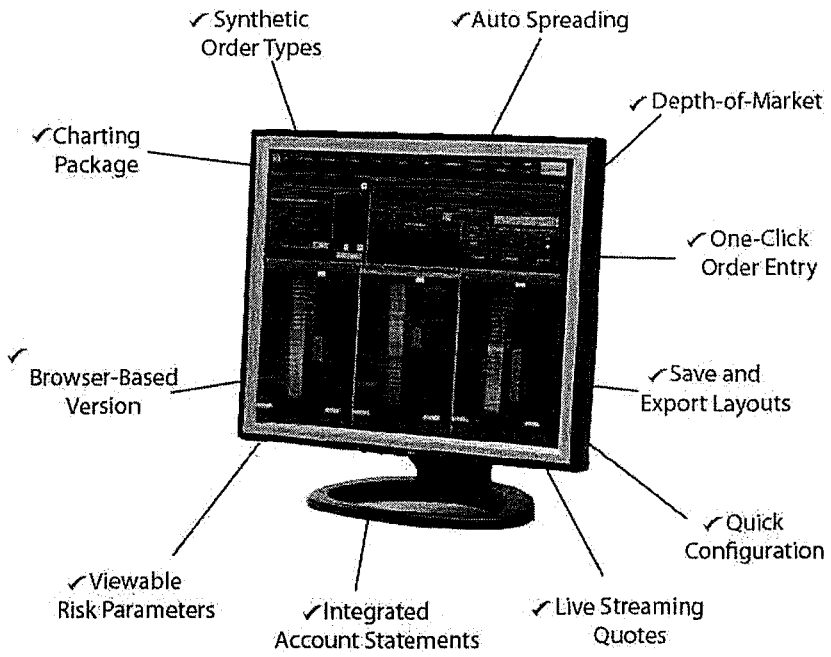
RCG Onyx®

Best Technology, Best Value

Try it free thru Aug 31st



Does your platform offer <u>all of this</u> at a competitive price?

RCG Onyx Standard Pricing:	RCG Onyx with Spreader:
10 cents/side capped at $300	$750/month flat platform fee
(optional $50 charting package)	(includes charting)

RCG Onyx®

Trade thru Aug 31st it's FREE!

and try out RCG Onyx Spreader

After Aug 31st you have two options

RCG Onyx Standard Pricing:	RCG Onyx with Spreader:
10 cents/side capped at $300	$750/month flat platform fee
(optional $50 charting package)	(includes charting)

- How do these prices compare to your platform?
- Does your platform offer spreader?

For more information contact RCG at
<u>locals@RCGdirect.com</u> or (312) 795-7732

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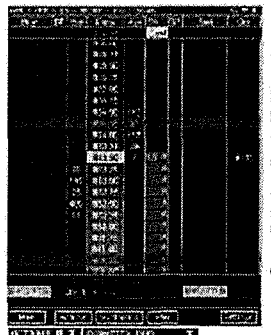
ABV Window

Displays a current snapshot of the market with real-time data for a particular contract



Enter ORDERS directly from the ABV window.

Place LIMIT ORDERS by left-clicking in the Bid or Ask column next to the desired price.

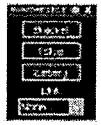
Place STOP ORDERS by right-clicking in the Bid or Ask column next to the desired price.

Synthetics

BRACKETS: Link an OCO order to an entry position by setting your profit and loss targets.

T-STOPS: Set a stop order that moves with the market.

ICEBERGS: Hide the total quantity you want to trade; may ONLY be entered with limit orders. Specify random or constant clip sizes and trade delays.

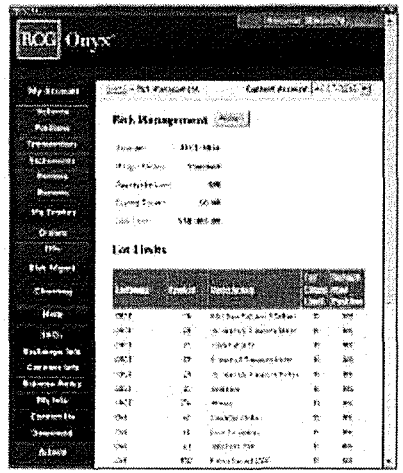


RCG Onyx® ELECTRONIC TRADING.

RCG Onyx® Web

Accessible directly through your RCG Onyx® downloadable platform or from anywhere through a secured login via an internet connection

Risk Management Screen



MY ACCOUNT: Access complete account information for ALL trades cleared through RCG; review your account balance, pull statements and see trade history.

MY TRADES: Access fill and order reports for trades executed on RCG Onyx®.

RISK MANAGEMENT: View your lot and loss limits, as well as your account's current buying power.

REDEFINED.

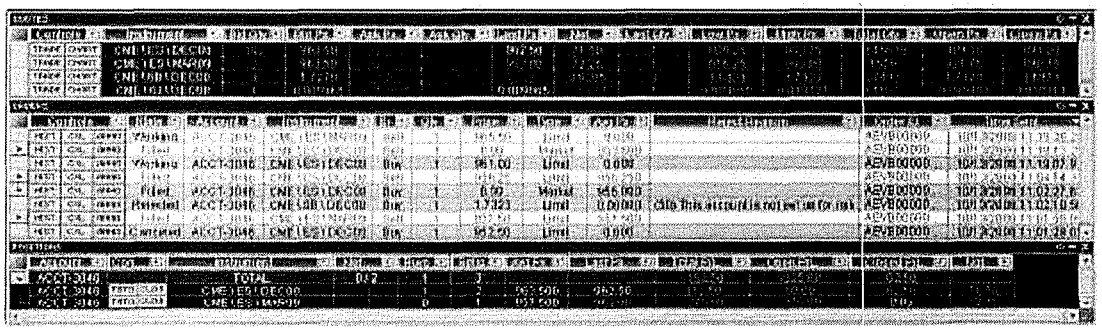
Quotes, Orders and Positions Windows

All information contained in these windows is real-time mark to market for true to the minute, account profit & loss evaluation

QUOTES: View live, streaming market data and pull up a trade ticket or a chart.

ORDERS: Access current orders in a configurable grid. View the history, cancel, or amend an order.

POSITIONS: Monitor your overall positions and your profit or loss. Close out your positions and set trailing stops.



*Please note that futures and options trading involves substantial risk of loss and may not be suitable for everyone.

RCG - 50000248

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ABV2

You have the ability to choose which version of the ABV, either version 1 or 2, you would like to use. To do so, you'll need to access the Ticket/ABV tab in your Settings. You can then select whether you would like to use the ABV1 by checking here (point mouse to box). If you would like to use the ABV2, simply leave this box unchecked—we'll go ahead and leave it unchecked. To access the ABV2 window, click on the ABV button on your Toolbar.

You can add a contract to an open ABV2 Window in the same way that you added one to the Quotes Window. *Simply select the contract that you would like to display and then drag it into the ABV2 window.*

- Please note that, although the Contracts window allows you to multi-select contracts, only one contract can be added to the ABV2 Window at a time. We'll go ahead and *close our Contracts window.*

Now let's talk about the ABC's of the ABV2. Once a contract has been added to the window, the following data is displayed: (Point to each value on the window with the cursor as each bullet is said.)

- These are the current number of Bids and Asks on the exchange for particular price levels.
- The dynamic price column is centered around a last traded price that dynamically changes with changes in market price.
- You can also see the total quantity currently trading at a certain price.
- The number you see in parentheses next to the total quantity is the last quantity traded at that price.
- The price here in red is the daily high. The price shown in blue is the daily low. And here, in gray, you can see the last traded price.
- The last traded price is also highlighted in the grid. When there has been an uptick in this price, the cell will be green. When there has been a downtick, the cell will be red. If there has been no change, the cell will appear yellow.
- The BTQ column displays the total number of Buy orders that you have placed, while the STQ column displays the total number of Sell orders that you have placed.
- The Buy and Sell columns display the type of order you have placed as well as the quantity of the order. If we put in a limit order, you see that the limit is denoted by an LT, while a stop order is denoted by an ST. We'll go over how to place limits and stops a little later. If the Buy and Sell columns are wide enough, each individual order will be displayed. If they are not wide enough, you will see the first order that you placed appear closest to the price column, and then you will see the remaining orders, or number of lots, that are also working at the price, appear to the outside of your first order.
- You can adjust the column widths on your ABV2 by simply placing your mouse over the vertical column separator and dragging your mouse to the left or right, to widen or narrow the column. You also have the ability to move columns around. Simply left-click on the column header and drag that column to wherever you would like it to be placed.
- Lastly, if you have a position in the market, your average price will be outlined in yellow on the price column.

One of the buttons you'll notice towards the bottom of the ABV2 is the "Main" button. If you click on this button, a small window will pop up that displays your account, quantity, total P/L, net position, and two other buttons: Accounts and Contracts. If you have access to multiple accounts, you can change the account via the ABV2 by either using the account drop down menu, or you can press the "Accounts" button. This will bring up a window that displays all of the accounts you have access to. You can then easily toggle back and forth between accounts for the particular contract that is displayed. You can change the quantity of your contract size by either typing in the number in the quantity field, using the plus or minus buttons, or using the keypad. You should also note that you can set a default quantity when customizing your Settings, which is discussed in the Settings chapter. Lastly, clicking on the Contracts button will allow you to populate a Contracts window, which then lets you toggle back and forth between different contracts on one ABV2. To populate this Contracts window, you'll need to click the Contracts button on your Toolbar. Then you can drag and drop the desired contracts in your ABV2 Contracts window. You then have the ability to switch between different contracts on one ABV2. As you can see we switched to the mini S&P and then back to the mini NASDAQ. In addition, if you would like to remove a contract, just right-click on it, and it will be instantly removed from your Contracts window.

You have the ability to enter stop and limit orders on the ABV2 window with just a click of your mouse. Before entering your limit or stop orders, you must first choose an account and enter a quantity, which can be done via the "Main" button. After selecting an account and quantity, you can then place your limit and stop orders.

- To enter a Buy Limit order, left *click in the Bid column* next to the Price that you would like to enter the order for.
    - A limit order to buy will be entered at that price for the quantity specified, and your new working order will be reflected in the Buy column (point mouse where the working order is).
- Likewise, to enter a Sell Limit order, left *click in the Ask column* next to the Price that you would like to enter the order for.
- To enter a Buy Stop order, *right-click in the Bid column* next to the Price that you would like to enter the order for.
    - A stop order to buy will be entered at that price for the quantity specified, and your new order will be reflected in the Buy column (point mouse to order).
- Similarly, to enter another Sell Stop order, just *right-click in the Ask column* next to the Price that you want to enter the order for.

On the ABV2, you have the ability to amend the price of any open Buy or Sell orders. If you have multiple orders for the same price, you have the ability to change the price of all of the orders, or you can change the price of an individual order. We'll put in an additional stop order here to show how to change the price of multiple orders at one time. Now, simply go to your STQ or BTQ column, whichever applies, and right-click on the quantity and while holding down your mouse, drag up to your new price and release the mouse. Conversely, you can also drag down to the new price. If you would like to change the price of an individual order, go to your Buy or Sell column, whichever applies, and locate the order that you want to amend—please note that you may need to widen the column so that all individual orders appear. Then, right

click on the order that you want to amend and continue to hold down your mouse as you drag up or down to the new desired price. You'll notice that as you amend the price of an order a yellow box appears around the order that you are amending as well as around your new price.

You can also cancel your orders on the ABV2. To cancel an individual order, just place your mouse over it so that it is highlited green, and then left click on that order. You'll notice that when you left click and hold down your mouse, a yellow X will appear. As soon as you let go of your mouse, the order will be cancelled. If you want to cancel all of your orders at a certain price, go to the BTQ or STQ column, whichever applies, and put your mouse over the total quantity for the orders that you want to cancel. Once highlited green, left click, release, and your orders for that price will be cancelled. You can also easily cancel all of your Buy orders or all of your Sell orders by clicking on the appropriate button. (Hover over each button with the mouse as it is mentioned).

The Information Row, which appears under the Cancel Buy and Cancel Sell buttons, simply displays the information for your trades. If you scroll over a quantity in the BTQ or STQ columns, the Information Row simply displays the number of working orders at that price. If you scroll over an individual order in the Buy or Sell columns, all of the order information will be displayed.

There are also three other buttons towards the bottom of the ABV2.

Clicking on the Actions button brings up a window through which you can place market buy and market sell orders. You can also cancel all of your orders, and flatten or reverse your position. Please note that when flattening your position, all working orders will be cancelled and your open position will be closed.

Clicking on the Link button allows you to set up an entry trade so that a bracket or a trailing stop is placed once you are filled on your order. Please note that the Bracket and Trailing Stop parameters will default to the values set up on the Settings window.
Let's go over how to set up a bracket. If you want to change the parameters for your bracket, you will need to press the Bracket button. This will bring up small window through which you can change your profit and loss targets. You may either type in the number of ticks for each or you may use the plus/minus buttons. Please also note that you have the option of a stop or a trailing stop for the loss order type. Once your parameters are set, you then need to go to your Link drop down menu and choose Bracket. Now, we'll place a market order to see how this works *by pressing the Market Buy button.* As you can see, as soon as the order was filled, two new orders were also entered (point to the working order indicators out for these two new orders). A limit order was created at a price that is five ticks above the market order's price (point to the profit target of 5 ticks in the Bracket dialog) and a stop order was created at a price that is three ticks below the market order's price (point to the loss target of 3 ticks). Both orders have the same quantity that the market order had. Because these orders were entered as part of a bracket, when one of these orders is filled, the other will automatically be cancelled. If we want to place a Tstop with an entry order, simply click the Tstop button if you want to change the parameters. Once your parameters are in place, you'll need to choose Tstop from the Link drop down menu. Like the bracket, your trailing stop will be entered once an order entered via ABV2

is filled. For more details on how Trailing Stop orders work, go to the Positions chapter of this tutorial. PLEASE note that if you do NOT want either a bracket or tstop to be attached to an entry order, then the Link drop down menu MUST display "none." You may also notice that when any linked orders are activated, you will see the top menu bar change color. We'll go ahead and close down these windows. Please note that when the Actions and Link buttons are pressed again, their respective windows will disappear.

The last button on the ABV2 is the "Options" button. If you press this, a small ABV settings window will appear, and you'll see that you can change the appearance of the ABV2 by choosing which columns you would like to be displayed. Simply check the columns that you would like to see and uncheck the columns you do not want to see. You may also choose to have the Information row appear on your ABV2 by checking the appropriate box or unchecking it if you do not want to see it. We'll uncheck the BTQ and STQ columns to demonstrate this feature. Once the OK button is pressed, you'll notice that the BTQ and STQ columns disappear. Now, we'll go back to Options and add these columns back to restore the complete ABV2.

One last feature of the ABV2 is that it provides a dynamic price column which is centered upon the lasted traded price and continuously changes with fluctuations in the last traded price. To enter an order, hover your mouse cursor anywhere in a column on the ABV2 window. This puts you into "order entry mode." In the order entry mode, you can enter a trade near the last traded price or you can manually adjust the prices on the dynamic price column away from the last traded price. If you want to scroll up or down the market prices on the ABV2 to enter a trade, just hover your mouse over the dynamic price column. A large yellow arrow will appear, pointing up if you are in the top half of the column, or down, if you are in the bottom half of the column. Clicking on the large yellow arrow will scroll the prices in the dynamic price column in the direction that the arrow points, so a trade can be entered away from a current market price.

If the last traded price is not centered in the ABV2 window, the dynamic price column will start to scroll until the last traded price is again centered. You will also notice that just before the dynamic price column begins to scroll, the mouse cursor will turn yellow and start to flash. This is your warning that the ABV2 window is about to begin re-centering around the last traded price. In addition, if you scroll up or down in the dynamic price column and there is no further activity from your mouse for a period of time, the dynamic price column will also start to scroll. If, at any time, you move your mouse out of the ABV2 window, you leave the order entry mode and the ABV2 will automatically re-center the dynamic price column on the last traded price the next time the market price changes.

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ABV

The ABV window displays real-time data for a particular contract, allowing you to get a current snapshot of the market. Thus, we like to think of the ABV as the Ask, Bid, Volume window.

You can add a contract to an open ABV Window in the same way that you added one to the Quotes Window. *Simply select the contract that you would like to display and then drag it into the ABV window.*

- Please note that, although the Contracts window allows you to multi-select contracts, only one contract can be added to the ABV Window at a time. We'll go ahead and *minimize our Contracts window.*

Now let's talk about the ABC's of the ABV. Once a contract has been added to the window, the following data is displayed: (Point to each value on the window with the cursor as each bullet is said.)

- These are the current number of Bids and Asks on the exchange for particular price levels.
- The dynamic price column is centered around a last traded price that dynamically changes with changes in market price
- You can also see the total quantity currently trading at a certain price.
- The number you see in parentheses next to the total quantity is the last quantity traded at that price.
- The price shown up at the top in red is the daily high. The price shown here in blue is the daily low. And here, in gray, you can see the last traded price.
- The last traded price is also highlighted in the grid. When there has been an uptick in this price, the cell will be green. When there has been a downtick, the cell will be red. If there has been no change, the cell will appear yellow.
- The Buy and Sell columns display the total number of your open orders at each particular price. For example, a "W2" in this column indicates that there are working orders with a total quantity of two at the specified price.
- You can also monitor your Net Position and Total P/L on the ABV by simply referring to the lower right hand corner of the window.

On the ABV, you have the ability to amend the price of any open Buy or Sell orders. To change the price of an order simply:

- *Go to the row selector that corresponds with the order that you want to amend—the Buy selector is on the left, while the Sell selector appears over here on the right--then left-click and while holding down your mouse,*
- *Drag up or down to the desired new price and let go of your mouse.* Notice that a white arrow appeared to indicate the change in price. The price amend will be submitted as soon as you release the mouse. If you have multiple orders at the same price (and on the same side), all of the orders will be amended to the new price.

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The ABV provides a dynamic price column centered upon the lasted traded price that continuously changes with fluctuations in the last traded price. To enter an order, hover your mouse cursor anywhere in a column in the ABV window. This puts you in the "order entry mode." In the order entry mode you can enter a trade near the last traded price or you can manually adjust the prices on the dynamic price column away from the last traded price. If you want to scroll up or down the market prices on the ABV to enter a trade, just hover your mouse cursor over the dynamic price column. A large yellow arrow will appear, pointing up if you are in the top half of the dynamic price column, or down, if you are in the bottom half of the dynamic price column. Clicking on the large yellow arrow will scroll the prices in the dynamic price column in the direction that the large arrow points so a trade can be entered away from a current market price.

If the last traded price is not centered on your ABV, the dynamic price column will start to scroll until the last traded price is again centered. In addition, if you scroll up or down in the dynamic price column and there is no further activity from your mouse for a period of time the dynamic price column will also start to scroll. You will also notice that just before the dynamic price column begins to scroll, the mouse cursor will turn yellow and start to flash. This is your warning that the ABV window is about to begin re-centering around the last traded price. If, at any time, you move your mouse out of the ABV window, you leave the order entry mode and the ABV will automatically re-center the dynamic price column on the last traded price the next time the market price changes.

You also have the ability to enter stop and limit orders on the ABV window with just a click of your mouse. Before entering your limit or stop orders, you must first choose an account and enter a quantity. If you have access to multiple accounts, *you may select the desired account by using the Account drop down menu.* Then, you can input the number of lots that you want to trade *by typing the number in, by using the + or - buttons, or by using the keypad.* You should also note that you can set a default quantity when customizing your Settings, which is discussed in the Settings chapter. After selecting an account and quantity, you can then place your limit and stop orders.

- To enter a Buy Limit order, *click in the Bid column* next to the Price that you would like to enter the order for.
    - A limit order to buy will be entered at that price for the quantity specified, and your new working order will be reflected in the Buy column (point mouse where the working order is).
- Likewise, to enter a Sell Limit order, *click in the Ask column* next to the Price that you would like to enter the order for.
- To enter a Buy Stop order, *right-click in the Bid column* next to the Price that you would like to enter the order for.
    - A stop order to buy will be entered at that price for the quantity specified, and your new order will be reflected in the Buy column (point mouse to order).

- Similarly, to enter a Sell Stop order, just *right-click in the Ask column* next to the Price that you want to enter the order for.

In addition to Limit and Stop orders, you can also execute Market orders on the ABV using the Market Buy and Market Sell buttons.

If you would like, you can set up the ABV so that a Bracket or Trailing Stop order will automatically be created any time an order entered via the ABV is filled. The Bracket and Trailing Stop parameters will default to the values set up on the Settings window. To link a Bracket or Trailing Stop order to all orders entered via the ABV, *choose Bracket or TStop from the Link To drop down box. We'll go ahead and choose Bracket.* As you can see a small window pops up with the default parameters for your bracket. You can of course change these levels by typing in the desired number, or using the + and – buttons. A limit order will be your profit order type, and for your loss order type, you may either choose a stop or a trailing stop. For now, we'll just *choose stop.* Now, let's *enter a market order to buy by pressing the Market Buy button.* As you can see, as soon as the order was filled, two new orders were also entered (point to the working order indicators out for these two new orders). A limit order was created at a price that is five ticks above the market order's price (point to the profit target of 5 ticks in the Bracket dialog) and a stop order was created at a price that is three ticks below the market order's price (point to the loss target of 3 ticks). Both orders have the same quantity that the market order had. Because these orders were entered as part of a bracket, when one of these orders is filled, the other will automatically be cancelled. Likewise, if we choose TStop from the Link To drop down box, a small window will appear that allows you to view and change your trailing stop parameters. Like the bracket, your trailing stop will be entered once an order entered via ABV is filled. For more details on how Trailing Stop orders work, go to the Positions chapter of this tutorial.

The ABV allows you to cancel some or all of your working orders as well. Let's put in a couple of Buy Limit and Sell Limit orders to see how this works. If you decide that you want to cancel a particular order, *simply place your mouse over that order in the Buy or Sell column*, whichever applies, and you'll notice that a yellow X appears over your working order. *Click on the yellow X* and that particular order will be cancelled. If multiple orders are entered at the same price (and on the same side), they will all be cancelled.

You can easily cancel all of your Buy orders, all of your Sell orders, or all of your Buy AND Sell orders by clicking on the appropriate button. (Hover over each button with the mouse as it is mentioned).

Lastly, you can also flatten a position from the ABV window. When the *"Flatten" button is clicked,* all working orders for the instrument will be canceled and an order will be entered that flattens, or closes out, your net position.

This concludes our chapter on the ABV.

Quickstart

**This chapter will begin and end with a Flash piece, backed by music.*

[Once the Flash intro is done….fade from black to Toolbar, start speaking as fade in]

Welcome. We hope you enjoy your trading experience on our platform. In this chapter, we are going to hi-lite a few key features of the application, the first of which is the Toolbar. The Toolbar will allow you to easily access all of the application windows with the click of a button [fade out].

Live, streaming market data in both the Quotes and ABV windows help you stay on top of your trading game.

Get your orders out to the market as quickly as possible with simple, one-click trading. Let's take a look to see how this is done:
Clicking here (mouse clicks on Mkt Buy button) would place a market order to buy 5 lots. If you want to place a sell stop order, just right click next to the desired stop level. You can also place limit orders as well as cancel orders with a single click. Simply put, it's trading made easy.

View and filter all of the important details for your orders on the Orders window. (fade out)

Keep track of your current position and P&L on the Positions window. (fade out)

And get real-time status of your fills via the Fills window. (fade out)

Customize your desktop layout by attaching multiple windows together so that they can be moved quickly and easily as a single unit (sticky windows shown, fade out)

Once you have configured your desktop just the way you want it, save that configuration as a layout (Zoom in to Layouts button) so that you can easily access the windows that you want to see. (fade out)

Using the minimize button at the bottom of the Toolbar lets you shrink your entire layout to title bars, [pause] yet still allows you easy access to all of your application windows. (Click Max to maximize again).

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Settings (approx. 5 min)

The Settings button on the Toolbar brings up a window that allows you to adjust the application settings to better customize your platform. Let's go over each of the tabs found in Settings:

The first tab you see is the "General" tab. If you have access to more than one account, you can *select a default account from the drop down menu* so that your trading system always defaults to that account. If you would like a confirmation dialog to appear whenever you enter an order, amend an order or cancel an order, you may turn on confirmations. The confirmation dialog will give you the chance to either move forward with the action, or cancel the action. To turn confirmations on, *check the checkbox next to the confirmations that you would like to appear. Unchecking a checkbox* will turn confirmations for that action off. Once you have chosen the account you want, and set the desired confirmations *click the "Apply" button.*

The second tab you'll see is the "Alerts" tab (click on this tab). As you can see, you can set both sound and visual alerts. To implement a sound alert, *simply click on the first line for that specific alert* and a small gray square will appear on the right side of the field. Then, *click on that square* and a directory of sound files will appear. You can then *choose which sound you want* to serve as the alert for that action, and then *click the "Open" button* to set the sound alert. You can also specify if you want a visual alert to appear for a given action. To turn an individual visual alert off, *simply go to the second line for the given action and click anywhere on the line.* A drop down menu will appear on the right side of the line and you can *then choose "on" or "off."* If you'd like to turn off all of the visual alerts, *simply check the box in the lower left hand corner.* If you'd like to turn off all of the sound alerts, *just check the box in the lower right hand corner.* Once you're finished setting your alerts, *click the "Apply" button.*

The next tab is the Scaling tab (click on this tab). On this tab you can adjust the sizes of the different application windows. You can change the scale factor by either typing them in, or by using the small "up" and "down" arrows (point mouse to these buttons). When the scale factor is set at 1.0, the window appears at its normal size. Adjusting the scale factor up or down makes the window appear larger or smaller (similar to zooming). You may want to experiment with the scaling values to find the window size that best works for you. Once you've set the scaling factors to suit your needs, *click the "Apply" button.*

On the Ticket/ABV tab, you can set the default quantity values. You can do so for all of the instruments or per instrument. If you want the quantity to default to the same amount for every single contract you trade, simply *click on the "All Instruments" radio button.* Then type in the default quantity you want *(point mouse to this box).* On the other hand, if you want to set the default quantities according to contract, *click on the "Per Instrument" radio button.* Then, you can type in the default quantities you want for each individual contract (scroll down the Quantity column). If you want the quantity to be set to zero after an order is entered, just check this box (place mouse by the box). If you'd like the quantity to return to the default level you specified above, check here (place mouse by box). If you prefer to leave the quantity as is, after you enter an order, then check here (place mouse by box). If you would like to use the older version of the ABV, called ABV1, simply check the Use ABV1 box. For details on the new ABV, refer to

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the ABV2 chapter of this tutorial. Once your Ticket and ABV values are set, *click the "Apply" button.*

The Trailing Stop tab lets you set default values, in ticks, for your trailing stops. You have the choice of setting trailing stop values that will apply to all of your trailing stops, regardless of contract; or you can set them up so that they are contract specific. After you click the appropriate radio button (scroll mouse from "All Instruments" to "Per Instrument" check box), you can then go through and type in the default values (scroll mouse over columns/rows). Once done, *click the "Apply" button.*

The Brackets tab lets you set default values, in ticks, for your profit or loss brackets. Like trailing stops, you have the choice of setting values for all contracts; or you can set them up so that they are contract specific. Again, click the appropriate radio button (scroll mouse from "All Instruments" to "Per Instrument" check box), and then type in the desired default values (scroll mouse over columns/rows). Once done, *click the "Apply" button.*

The Ticket tab (click on this tab) allows you to set up a default trade ticket that will pop up anytime you press the "Trade" button from your Toolbar. Use the drop down menus to select the appropriate defaults (quickly go through and click on each of the drop down menus). You can also check the "Close after entry" box (put mouse by this box) if you want the trade ticket to be closed after you place your trade. *Click the "Apply" button* when your default trade ticket is set up.

You can set up hot keys via the User Keys tab (click on this tab). You can decide whether you want the hot keys to be set up with or without the use of the Control or Shift buttons (scroll mouse to both areas). When you're ready to assign the hot keys to specific actions, just *click on the drop down menu* next to each command to view the list of possible actions (scroll down menu). Then, select the action (select any action) that you want to be triggered by pressing the hot keys. *Click "Apply"* when you are satisfied with the specified hot keys.

The User Reminders tab (click on this tab) lets you set reminders for yourself that will pop up at the time you specify. To set a reminder, *click the "Add" button.* Then, choose the date that you want to see the reminder (click on any date) and set the time by either typing it in or using the up and down arrows (put in a time). You can name your reminder in the Title field (type in something like "Fed"), and then type in the text for your reminder in the Message field (type in something like "rate announcement"). Once done, *click "OK" and then click "Apply."*

The Keypad tab (click on this tab) allows you to set the default quantities for your keypad. Simply type in the desired values (type in some numbers for the first 2 or 3 boxes) in each of the boxes, and when done, *click "Apply."*

The last tab is the "Window Background" tab. This tab gives you the ability to change the background color of many of the windows that you use. If you would like to change the background color simply *check the "Select New Background" box.* Then, choose whichever color you prefer by using the scrollbar. Once you've decided on a color, click on it, and then *click "Apply."* You should then see the background color change.

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Lastly, please note that you can import and export your settings from and to other users via the "Import Settings" and "Export Settings" buttons (just scroll mouse over these 2 buttons).

When you're finished adjusting all of the settings to suit your personal needs, *click the "OK" button* to return to your main screen.

This concludes the Settings chapter. Thanks for following along.

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~~EXHIBIT A~~

CONSENT JUDGMENT

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

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

CONSENT JUDGMENT

As a result of settlement of this action by virtue of a settlement agreement between the parties dated January 31, 2014 ("Settlement Agreement") which shall become effective upon entry of this Consent Judgment and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") and Defendants, eSpeed Markets, L.P., BGC Capital Markets, L.P. and Eccoware, Ltd., judgment is hereby entered against Defendants upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. TT commenced this action for patent infringement against BGC Partners, Inc. on February 3, 2010. The complaint was subsequently amended three times to add and remove certain parties and to add certain patents. The current complaint alleges infringement of U.S. Patent Nos. 7,533,056 ("'056 patent"), 7,587,357 ("'357 patent"), 7,613,651 ("'651 patent"), 7,676,411 ("'411 patent"), 7,685,055 ("'055 patent"), 7,693,768 ("'768 patent"), 7,725,382 ("'382 patent"), 7,813,996 ("'996 patent"), 7,904,374 ("'374 patent") and 7,930,240 ("'240 patent"). Defendants have received and reviewed a copy of the Complaint and Amended Complaints filed by TT in this action.

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

3. TT has alleged that TT is the sole and exclusive owner of the patents-in-suit asserted by TT, and has the right to sue upon, and recover damages for past infringement and enjoin future infringement of the

patents-in-suit.

4. TT has alleged that Defendants have infringed the '056, '382, '411, '055, '768, '374 and '996 patents (the "Asserted Patents") under 35 U.S.C. § 271 by making, using, selling, offering for sale, importing and/or otherwise distributing electronic trading software including screens referred to as Dual Dynamic and eSpeedometer. Documentation describing the Dual Dynamic and eSpeedometer screens is in Exhibit B of the Settlement Agreement. The Dual Dynamic and eSpeedometer screens were the subject of summary judgment proceedings in Case No. 04 CV 5312 (Dkt Nos. 538, 541-543, 595-598, 606, 651, and 707-708). Defendants have agreed to stop making, using, selling, offering for sale, importing and/or otherwise distributing the accused products and have consented to entry of a permanent injunction.

5. Defendants, their officers, agents, servants, employees, and other persons who are in active concert or participation with Defendants (including their directors, partners, members, affiliates, subsidiaries, assigns, successors-in-interest to the extent permitted by Fed. R. Civ. P. 65) are hereby permanently enjoined (unless expressly permitted by TT or pursuant to the terms of the Settlement Agreement) during the terms of the '056, '382, 411, '055, '768, '374 and '996 patents from infringing the '056, '382, 411, '055, '768, '374 and '996 patents, including, without limitation, by the making, using, selling, offering for sale, importing, and otherwise distributing in the United States the electronic trading software products referred to in paragraph 4 above. This injunction applies, *inter alia*, to the use of the electronic trading software products referred to in paragraph 4 above for electronically trading any item (e.g., futures, options, equities, fixed-income products, etc.).

6. Pursuant to the Settlement Agreement, Defendants have agreed to pay to TT an amount (specified in the Settlement Agreement) in settlement of TT's claims.

7. The Settlement Agreement resolves all claims currently before this Court in this action. Accordingly, TT's claims of patent infringement of the '357, '651, and '240 patents are hereby dismissed with prejudice. Further, all counterclaims are dismissed with prejudice.

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

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

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

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SO ORDERED

Dated: 2-6-14

Virginia M. Kendall
United States District Court Judge

AGREED TO:

Dated: 2/6/14

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: 2/5/14

Gary A. Rosen (Pro Hac Vice)
Law Offices of Gary A. Rosen, PC
63 W. Lancaster Ave., Suite 1
Ardmore, PA 19003
610-658-8790

Attorneys for Defendants
eSPEED MARKETS, L.P., BGC CAPITAL MARKETS, L.P., and ECCOWARE, LTD.

aEE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

TRADING TECHNOLOGIES INTERNATIONAL, INC. Plaintiff, v. STELLAR TRADING SYSTEMS, LTD., AND STELLAR TRADING SYSTEMS, INC., Defendants.	Case No. 10 C 882 (Consolidated with: 10 C 715, 10 C 716, 10 C 718, 10 C 720, 10 C 721, 10 C 726, 10 C 883, 10 C 884, 10 C 885, 10 C 929, 10 C 931) Judge Virginia M. Kendall

CONSENT JUDGMENT

As a result of settlement of this action by virtue of a settlement agreement between the parties dated December 7, 2012 ("Settlement Agreement") (attached as Exhibit 1 hereto) and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") and Defendants, Stellar Trading Systems, Ltd. and Stellar Trading Systems, Inc. (collectively "Stellar"), judgment is hereby entered against Stellar upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. TT commenced this action for patent infringement against Stellar on February 10, 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"), 7,533,056 ("'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"). Stellar has received and reviewed a copy of the Complaint and Amended Complaints filed by TT in this action.

2. The claims relating to all patents-in-suit other than the '411, '768 and '374 patents were resolved in a Consent Judgment entered by this Court on January 24, 2013. At the time, there was an appeal pending of findings by this Court of invalidity of the asserted claims of the '411, '768 and '374 patents. On August 30, 2013, the U.S. Court of Appeals for the Federal Circuit reversed this Court's findings of invalidity with respect to the '411, '768, and '374 patents and remanded for further proceedings.

3. This Court has jurisdiction over the parties to this action and over the subject matter of the Complaint with respect to the '411, '768, and '374 patents.

4. 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.

5. All claims of the '411, '768, and '374 patents are valid and enforceable.

6. Stellar has infringed the '411, '768 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 referred to as the Stellar front end software. Documentation describing the Stellar front end software is included in Exhibit 2.

7. Defendant Stellar, 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 '411, '768 and '374 patents) from infringing the '411, '768 and '374 patents respectively, 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 6 above including, without limitation, for use in electronically trading any item (e.g., futures, options, equities, fixed-income products, etc.).

8. The Settlement Agreement resolves all claims currently before this Court in this action.

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
Dated: 2-4-14

United States District Court Judge

AGREED TO:

Dated: Jan. 16, 2014

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Dated: Jan. 29, 2014

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Stellar Trading Systems, Ltd. and
Stellar Trading Systems, Inc.

TTX03359138

AMENDED SETTLEMENT AGREEMENT

THIS AGREEMENT (the "Amended Agreement") made this 7th day of December, 2012 ("Execution Date") is by and between Trading Technologies International, Inc. ("TT"), a Delaware corporation with its principal place of business at 222 South Riverside Plaza, Suite 1100, Chicago, Illinois, 60606, and Stellar Trading Systems Limited and Leadenhall Electronic Trading Software Limited (trading as Stellar Trading Systems), each an English limited company with its registered office at 24 Cornhill, London EC3V 3ND, United Kingdom and Stellar Trading Systems, Inc. a Delaware corporation with its principal place of business at 101 N. Wacker Drive, Chicago, Illinois 60606 (collectively "Stellar). 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"), 7,587,357 ("'357 patent"), 7,613,651 ("'651 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"), 7,813,996 ("'996 patent"), 7,904,374 ("'374 patent") and 7,930,240 ("'240 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 882, which was consolidated with Civil Action No. 10 CV 715 (the "Lawsuit") in which TT has charged Stellar with infringement of the Patents-in-suit;

WHEREAS, there is an appeal pending in the United States Court of Appeals for the Federal Circuit ("Federal Circuit") from the Lawsuit (Case No. 2012-1583) relating to findings of invalidity of the '411, '768, and '374 patents ("the Appeal");

WHEREAS, TT and Stellar wish to settle all issues with respect to claims of infringement of the Patents-in-suit still pending in the Lawsuit and wish to settle claims of infringement with respect to the '411, '768 and '374 patents depending on the outcome of the Appeal, which will continue;

WHEREAS, TT and Stellar wish for this Amended Agreement to supersede and replace the settlement agreement signed by TT and Stellar dated November 16, 2012.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, TT and Stellar 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.

"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.).

"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.).

"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/drifting 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 Permitted 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 Permitted 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. For clarity, the indicator is merely an indication of what the best bid or best ask price is at a particular time and does not need to have the same visual appearance from moment to moment (e.g., if the indicator is a numeral also indicating the current amount of quantity available at the best bid or ask price, the numeral may be dynamically changing from moment to moment).

"TT Patents" means the '056 patent, the '999 patent and U.S. Patent No. 7,680,724 ("the '724 patent") and any reissue or reexamination thereof. TT Patents shall also include any U.S. continuation and/or divisional thereof to the extent such a patent claims subject matter necessary to implement a trading screen that displays bids and asks relative to a price axis and that (a) permits order entry with a default quantity at locations

corresponding to the price axis or (b) permits order indicators to be moved from one location to another location corresponding to a level of the price axis. TT Patents shall also include any U.S. 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 a Permitted Product. Notwithstanding anything herein to the contrary, TT Patents shall not include (by way of an example) U.S. Patent No. 7,412,416 as this continuation patent does not cover technology necessary to implement a trading screen that displays bids and asks relative to a price axis and that (a) permits order entry with a default quantity at locations corresponding to the price axis or (b) permits order indicators to be moved from one location to another location corresponding to a level of the price axis.

"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.

"Permitted Product" means an Always Centered Trading Screen made and/or Have Made by STELLAR and used, sold, offered for sale, imported or otherwise distributed by or for STELLAR in the United States that is covered by one or more claims of the TT Patents. For clarity, a Permitted Product includes an Always Centered Trading Screen performing a method covered by one or more claims of the TT Patents. Permitted Products are limited to the extent such software can be used to electronically trade Current and Subsequent Contracts. A product is only a Permitted Product if it connects to an Exchange using STELLAR Software with the STELLAR front end, and is not a Permitted Product if it only uses the STELLAR front end and no other STELLAR Software to connect to an Exchange. This does not restrict STELLAR's ability to embed connectivity to exchanges that has been developed by third parties. Permitted Products shall not include any product that is not an Always Centered Trading Screen (e.g., Permitted Products shall not include a Ladder).

"STELLAR" means Stellar and any of its Affiliates.

"STELLAR Patents" means all U.S. patents that are owned or exclusively licensed (with the right to sublicense) by STELLAR and that (i) are issued as of the Effective Date ("Issued STELLAR Patents") and/or (ii) may issue in the future based on any patent application filed as of the Effective Date. STELLAR Patents shall also include any U.S. continuation, divisional, reissue and/or reexamination of any Issued STELLAR Patent.

"STELLAR Software" means software made and/or Have Made by STELLAR and used, sold, offered for sale, imported or otherwise distributed by or for STELLAR in the United States for electronic trading.

"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 Effective Date and ending on the last to expire of the TT Patents or an earlier termination date as allowed herein, whichever occurs first.

ARTICLE 2: COVENANT NOT TO SUE

2.1. Subject to the receipt of any payments required by Article 3, TT hereby agrees and covenants not to sue or assert any claim, right, demand, lawsuit, or action against STELLAR and its directors, officers, members, employees, agents, attorneys, and Current Affiliates for patent infringement (including inducement and contributory infringement) of any of the "TT Patents" (as defined above) during the Term of this Agreement for STELLAR making, Having Made, using, selling, offering for sale, importing or otherwise distributing in the United States any Permitted Products. The foregoing covenant not to sue is non-exclusive, non-transferable (except to a permitted successor in interest) and without the right to sublicense. Notwithstanding the foregoing, TT covenants not to sue STELLAR's customers and/or STELLAR's End Users for patent infringement (including inducement and contributory infringement) of any of the TT Patents for their use of Permitted Products that are obtained from, or given access by, STELLAR both prior to and during the Term of this Agreement. TT is making the covenant not to sue of this Section 2.1 despite the fact that a Permitted Product may be covered by one or more claims of the TT Patents. The covenant not to sue of this Section 2.1 does not apply to any products that do not qualify as a Permitted Product.

2.2. STELLAR shall discontinue and disable both its Stellar front end software (original release) products and Stellar front end software (Nov. 2010 release) products sold or offered for sale in the United States and replace them with an Always Centered Trading Screen during a Transition Period, which is defined as 60 days from the Execution Date of this Agreement. Beginning on the expiration of the Transition Period and during the terms of the '132, '304, '411, '357, '651, '768, '382, 374 and '996 patents, STELLAR agrees not to make, Have Made, use, sell, offer for sale, import or otherwise distribute in the United States any products covered by any claims of the '132, '304, '411, '357, '651, '768, '382, '374 and '996 patents, respectively, that have not been found to be invalid or unenforceable in a final non-appealable judgment. This restriction applies to any demonstrations, including but not limited to working demonstrations connected to a simulator, animations, and canned or recorded footage of software. As partial consideration for the covenant not to sue granted by TT to STELLAR, STELLAR does not contest that (i) 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, (ii) 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 (iii) 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 covenant not to sue granted by TT to STELLAR, STELLAR hereby grants to TT and TT's Affiliates a non-exclusive, non-transferable license (without the right to sublicense) under STELLAR Patents during the Term of this Agreement to make, Have Made, use, sell, offer to sell, import and otherwise distribute in the United States any products and practice in the United States any methods covered by the STELLAR Patents. Notwithstanding the foregoing, STELLAR 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 STELLAR 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 Section 2.3, nothing in this agreement shall be construed as providing any license, either express or implied, under any intellectual property. Except as provided for in Sections 2.1, 6.2.1, and 6.2.2, nothing in this Agreement shall be construed as providing any covenant not to sue under any intellectual property not specifically named herein. By way of example, TT grants no license to STELLAR under any non-U.S. patents, and STELLAR grants no license to TT under any non-U.S. patents.

ARTICLE 3: PAYMENT AND RELEASES

3.1. Within seven (7) business days of the Effective Date, STELLAR shall make a one-time payment to TT of one hundred ten thousand dollars ($110,000). This payment represents a discounted estimation of STELLAR's past damages for past infringement by virtue of STELLAR's previous making, using, selling, offering for sale, importing and/or otherwise distributing of STELLAR Software in the United States. The payment amount was calculated by applying a discounted rate of $.10 per side for futures and $1.00 per million dollar increment for fixed income cash to all estimated trades resulting from orders entered and/or modified in any Ladder in STELLAR Software and to twenty percent (20%) of all estimated trades resulting from orders entered otherwise but that were accessible by a Ladder in STELLAR Software during the lifecycle of the order. The one-time payment amount shall be non-refundable. The payment amount is based on STELLAR's best estimates of volumes using infringing software made during the period from May 2009 to the end of the Transition Period in the United States. STELLAR represents and warrants that prior to the Execution Date, its software has only been used to electronically trade in the U.S. futures, and options on futures, and fixed income cash (bond) products and not other asset classes.

3.2. The Parties agree that the one-time payment set forth in Section 3.1 above is a discount from the reasonable value of a license under the patented innovations. For example, STELLAR 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 payment set forth above, but rather would amount to a portion of the entity's profits which could be larger than such payment.

3.3. In exchange for the one-time payment required by Section 3.1, TT and its Current Affiliates hereby release, acquit and forever discharge STELLAR and its directors, officers, members, employees, agents, attorneys, and Current Affiliates 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 STELLAR Software prior to the Execution Date. TT and its Current Affiliates further release, acquit and forever discharge STELLAR'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 STELLAR Software obtained from, or given access by, Stellar prior to the Execution Date.

3.4. Stellar 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, 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 STELLAR 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.

3.5. The payment due to TT pursuant to Section 3.1 shall be paid by wire transfer to the following account:

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

ARTICLE 4: PATENT MARKING

4.1. Promptly following the Effective Date and throughout the Term, STELLAR shall mark its Permitted Products in the U.S. 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): "Use permitted under Trading Technologies International, Inc.'s U.S. Patent No. 7,533,056, 7,212,999 and 7,680,724".

4.2 From the Effective Date and throughout the term of this Agreement, in recognition that additional patents, such as for example, continuation and/or divisional patents, in the future may fall within the scope of TT Patents, STELLAR shall mark Permitted Products in the U.S. as further instructed by TT 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 about box): "Use permitted under Trading Technologies International, Inc.'s U.S. Patent Nos. [INSERT APPLICABLE PATENT NUMBERS PER TT'S INSTRUCTIONS]."

4.3. STELLAR 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 STELLAR to mark other TT Patents than the patents identified in the current instructions or to remove patents identified in the current instructions by providing STELLAR 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 "Use permitted under Trading Technologies International, Inc.'s [the relevant patent(s)]."

4.4. TT shall indemnify, defend, and hold harmless STELLAR 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 STELLAR alleging STELLAR's false marking of TT Patents based on STELLAR's compliance with this Article 4, provided that STELLAR:

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 STELLAR's behalf; provided that TT will not

without STELLAR'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 STELLAR or any monetary payment by STELLAR.

4.5. Notwithstanding anything herein to the contrary, TT shall have no liability for and no obligation to defend any STELLAR or any Indemnified Entity against, any claim of false marking to the extent such claim arises from STELLAR'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 STELLAR'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 STELLAR has a good faith belief that a product change results in its current marking pursuant to TT's instructions as incorrect, then STELLAR 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 earlier of the expiration of the Term or all unexpired TT Patents have been found to be invalid or unenforceable in a final non-appealable judgment, 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, in addition to any other remedies it may have, may elect to terminate this Agreement, effective upon written notice to STELLAR, in the event any of the following actions is committed by or occurs with respect to STELLAR: (i) STELLAR'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) STELLAR'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 STELLAR; (iv) the institution by STELLAR of any proceedings for the liquidation or winding up of STELLAR's business or the termination of its corporate charter; (v) a court's determination that the STELLAR is bankrupt or insolvent; or (vi) STELLAR's failure to make any other payment required herein. Upon termination of this Agreement, STELLAR 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. STELLAR 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 after no less than ninety (90) days prior written notice to STELLAR. In the event that STELLAR 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 STELLAR or TT, then the covenants not to sue 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 transfer rights in any of the TT Patents sufficient to vest a right to sue for patent infringement in a third party, TT 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 STELLAR transfer rights in any of the STELLAR Patents sufficient to vest a right to sue for patent infringement in a third party, STELLAR 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 2.2, 3.3, 3.4, 4.4, 4.5, 4.6 and 9.1 and Articles 5, 6, and 10. In addition, Sections 2.1, 2.3 and 2.4 shall survive termination of this Agreement with respect only to acts performed prior to the date of termination.

ARTICLE 6: TERMINATION OF CIVIL ACTION

6.1. Promptly after the Execution Date, TT and STELLAR 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. In the event that any of the findings of invalidity of the '411, '768, and '374 patents currently at issue in the Appeal are reversed, vacated and/or remanded by the Federal Circuit in the Appeal, promptly after remand to the district court, TT and STELLAR 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 B.

6.2. The parties agree that the Consent Judgments shall remain in full force and effect from the time they are entered until the expiration of the '304, '132, '056, '999, '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 or unenforceable. In the event that STELLAR 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.

6.2.1. 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 Federal Circuit in the '132 and '304 patents, then TT covenants not to sue and not assert any claim, right, demand, lawsuit, or action against STELLAR and its directors, officers, members, employees, agents, attorneys, and Current Affiliates for patent infringement (including inducement and contributory infringement) of the '382 and '996 patents for STELLAR making, Having Made, using, selling, offering for sale, importing and/or otherwise distributing in the United States an Automatic Repositioning Ladder and STELLAR shall not be held to Sections 2.2(ii) and 2.2(iii).

6.2.2. In the event that the claims of the '411, '768 and '374 patents are found in a final non-appealable judgment to be limited to requiring "static" as that term was construed by the Federal Circuit in the '132 and '304 patents, then TT covenants not to sue and not assert any claim, right, demand, lawsuit, or action against STELLAR and its directors, officers, members, employees, agents, attorneys, and Current Affiliates for patent infringement (including inducement and contributory infringement) of the '411, '768 and '374 patents for STELLAR making, Having Made, using, selling, offering for sale, importing and/ or otherwise distributing in the United States an Automatic Repositioning Ladder and STELLAR shall not be held to Section 2.2(i).

ARTICLE 7: INTENTIONALLY SKIPPED

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. STELLAR represents and warrants that as of the Execution Date the following list of software identifies the only Electronic Trading Software (other than the Permitted Products) that STELLAR has made, Have Made, used, sold, offered for sale, imported or otherwise distributed in the U.S. since July of 2004: the Stellar front end software (original release) and the Stellar front end software (Nov. 2010 release).

8.4 STELLAR represents and warrants that it shall not in any way practice the TT Patents in the U.S. except pursuant to the Permitted Products or covenants not to sue 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. STELLAR represents and warrants that as of the Execution Date, the following lists all of STELLAR's Affiliates: Stellar Trading Group Limited.

8.7. STELLAR 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 in the U.S. are the Stellar front end software (original release) and the Stellar front end software (Nov. 2010 release) 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. STELLAR agrees that the '132, '304, '056, '999, '382, and '996 patents ("Patents Subject to Consent Judgment of Exhibit A") are valid and enforceable. In the event that the Consent Judgment of Exhibit B is filed with the court, STELLAR will agree that the claims of the '411, '768 and/or '374 patents subject to that Consent Judgment ("Patents Subject to Consent Judgment of Exhibit B") are valid and enforceable. Except for its participation in the current Appeal with respect to the '411, '768 and '374 patents, STELLAR further agrees that it shall not directly or indirectly challenge or oppose the validity, enforceability or patentability of any claims of the Patents Subject to Consent Judgments of Exhibits A or B 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 Patents Subject to Consent Judgments of Exhibits A or B, 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, STELLAR agrees that the TT Patents that are not Patents Subject to Consent Judgment are valid and enforceable. For the Term, STELLAR further agrees that it shall not directly or indirectly challenge or oppose the validity, enforceability or patentability of any claims of the TT Patents that are not Patents Subject to Consent Judgment 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 Patents that are not Patents Subject to Consent Judgment, 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, STELLAR 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 of the TT Patents and STELLAR Patents 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;

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) seven (7) 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) two (2) business days following deposit with a recognized international overnight courier service for next day delivery, charges prepaid, and, in each case, addressed to the intended recipient as set forth below:

If to STELLAR:

Stellar Trading Systems
24 Cornhill
London EC3V 3ND
United Kingdom
Attention: Steve Thomas

If to TT:

Trading Technologies International, Inc.
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

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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. STELLAR and TT shall abide by all applicable export laws and regulations relating to the use and distribution of the Permitted Products or products licensed under STELLAR Patents as applicable and shall not market or distribute any Permitted Products or products licensed under STELLAR Patents 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.

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[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 representatives.

STELLAR TRADING SYSTEMS, LTD., LEADENHALL ELECTRONIC TRADING SOFTWARE, LTD., AND STELLAR TRADING SYSTEMS, INC.

By: _____

Name: STEVE THOMAS.

Title: MANAGING DIRECTOR

TRADING TECHNOLOGIES INTERNATIONAL, INC.

By: _____

Name: _____

Title: _____

TTX03359156

Exhibit A

FIRST CONSENT JUDGMENT

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

TRADING TECHNOLOGIES INTERNATIONAL, INC. Plaintiff, v. STELLAR TRADING SYSTEMS, LTD., AND STELLAR TRADING SYSTEMS, INC., Defendants.	Case No. 10 C 882 (Consolidated with: 10 C 715, 10 C 716, 10 C 718, 10 C 720, 10 C 721, 10 C 726 10 C 883, 10 C 884 10 C 885, 10 C 929 10 C 931) Judge Virginia M. Kendall

CONSENT JUDGMENT

As a result of settlement of this action by virtue of a settlement agreement between the parties dated December 7, 2012 ("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 Defendants, Stellar Trading Systems, Ltd. and Stellar Trading Systems, Inc. (collectively "Stellar"), judgment is hereby entered against Stellar upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. TT commenced this action for patent infringement against Stellar on February 10, 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"), 7,533,056 ("'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

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("'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"). Stellar has received and reviewed a copy of the Complaint and Amended Complaints filed by TT in this action.

2. This Court previously made findings of invalidity with respect to the asserted claims of the '411, '768 and '374 patents. These findings are currently on appeal at the United States Court of Appeals for the Federal Circuit and TT's claims of infringement of the '411, '768 and '374 patents are not presently before this Court.

3. With the exception of the '411, '768 and '374 patents, this Court has jurisdiction over the parties to this action and over the subject matter of the Complaint.

4. 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.

5. All claims of the '304, '132, '999, '056, '382, and '996 patents are valid and enforceable.

6. Stellar has infringed the '999, '056, '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 the Stellar front end software. Documentation describing the Stellar front end software is included in Exhibit 2.

7. Defendant Stellar, 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, '999, '056, '382, and '996 patents) from infringing the '132, '304, '999, '056, '382, and '996 patents respectively,

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 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, Stellar 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 currently before this Court in this action. The Settlement Agreement further resolves claims relating to the '411, '768 and '374 patents depending upon the outcome of the currently pending appeal. Accordingly, TT's claims of patent infringement of the '357, '651 and '240 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.

[Signatures on Following Page]

SO ORDERED

Dated:_____ _____

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:_____ _____

Ralph J. Gabric (ID No. 6198485)
Marc V. Richards (ID No. 6216747)
Mircea A. Tipescu (ID No. 6276053)
Brinks Hofer Gilson & Lione
NBC Tower – Suite 3600
455 N. Cityfront Plaza Drive
Chicago, IL 60611-5599
Tel.: (312) 321-4200
Fax.: (312) 321-4299

Attorneys for Defendants
Stellar Trading Systems, Ltd. and
Stellar Trading Systems, Inc.

Exhibit B

SECOND CONSENT JUDGMENT

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

TRADING TECHNOLOGIES INTERNATIONAL, INC. Plaintiff, v. STELLAR TRADING SYSTEMS, LTD., AND STELLAR TRADING SYSTEMS, INC., Defendants.	Case No. 10 C 882 (Consolidated with: 10 C 715, 10 C 716, 10 C 718, 10 C 720, 10 C 721, 10 C 726 10 C 883, 10 C 884 10 C 885, 10 C 929 10 C 931) Judge Virginia M. Kendall

CONSENT JUDGMENT

As a result of settlement of this action by virtue of a settlement agreement between the parties dated December 7, 2012 ("Settlement Agreement") (attached as Exhibit 1 hereto) and upon consent of Plaintiff, Trading Technologies International, Inc. ("TT") and Defendants, Stellar Trading Systems, Ltd. and Stellar Trading Systems, Inc. (collectively "Stellar"), judgment is hereby entered against Stellar upon TT's Complaint, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. TT commenced this action for patent infringement against Stellar on February 10, 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"), 7,533,056 ("'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"). Stellar has received and reviewed a copy of the Complaint and Amended Complaints filed by TT in this action.

2. The claims relating to all patents-in-suit other than the '411, '768 and '374 patents were resolved in a Consent Judgment entered by this Court on _____. At the time, there was an appeal pending of findings by this Court of invalidity of the asserted claims of the '411, '768 and '374 patents. On _____, the U.S. Court of Appeals for the Federal Circuit [reversed/vacated/remanded] this Court's findings of invalidity with respect to the ['411/'768/'374] patents.

3. This Court has jurisdiction over the parties to this action and over the subject matter of the Complaint with respect to the ['411/'768/'374] patents.

4. 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.

5. All claims of the ['411/'768/'374] patents are valid and enforceable.

6. Stellar has infringed the ['411/'768/'374] 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 the Stellar front end software. Documentation describing the Stellar front end software is included in Exhibit 2.

7. Defendant Stellar, 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 ['411/'768/'374] patents) from infringing the ['411/'768/'374] patents respectively, 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 6 above including, without limitation, for use in electronically trading any item (e.g., futures, options, equities, fixed-income products, etc.).

8. The Settlement Agreement resolves all claims currently before this Court in this action.

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

Dated:_____ _____

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:_____ _____

Ralph J. Gabric (ID No. 6198485)
Marc V. Richards (ID No. 6216747)
Mircea A. Tipescu (ID No. 6276053
Brinks Hofer Gilson & Lione
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Attorneys for Defendants
Stellar Trading Systems, Ltd. and
Stellar Trading Systems, Inc.

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CONFIDENTIAL INFORMATION

STELLAR FRONT END SOFTWARE (NOV. 2010 RELEASE)
UPDATES

- The Stellar PriceLadder is automatically re-centered when the inside market moves off-screen at the then current inside market value that was determined when the inside market value moved off-screen.

- The manner in which an order quantity is set by the user for order entry on the Stellar PriceLadder has been changed as follows:

  - For order entry on the Stellar PriceLadder, users may input the order quantity in the Quick Volume Text Box and then left click on a desired price location for the order, after which the order quantity in the Quick Volume Text Box resets to empty.

  - Alternatively, to submit an order for a designated price and quantity in the Stellar PriceLadder, the user may press (and hold) a key associated with a designated quantity contemporaneously with a left click of the mouse on a price location.

- Order entry on the Stellar PriceLadder is disabled whenever the ladder is being automatically repositioned. Users may stop the repositioning process for the Stellar PriceLadder if they wish to place an order on the ladder.

- To amend an order price for a working order on the Stellar PriceLadder, users may left click on the box displaying the order on the ladder at the current price level and then left click again at a location on the ladder associated with the desired price level. Users may not drag amend an order on the ladder.

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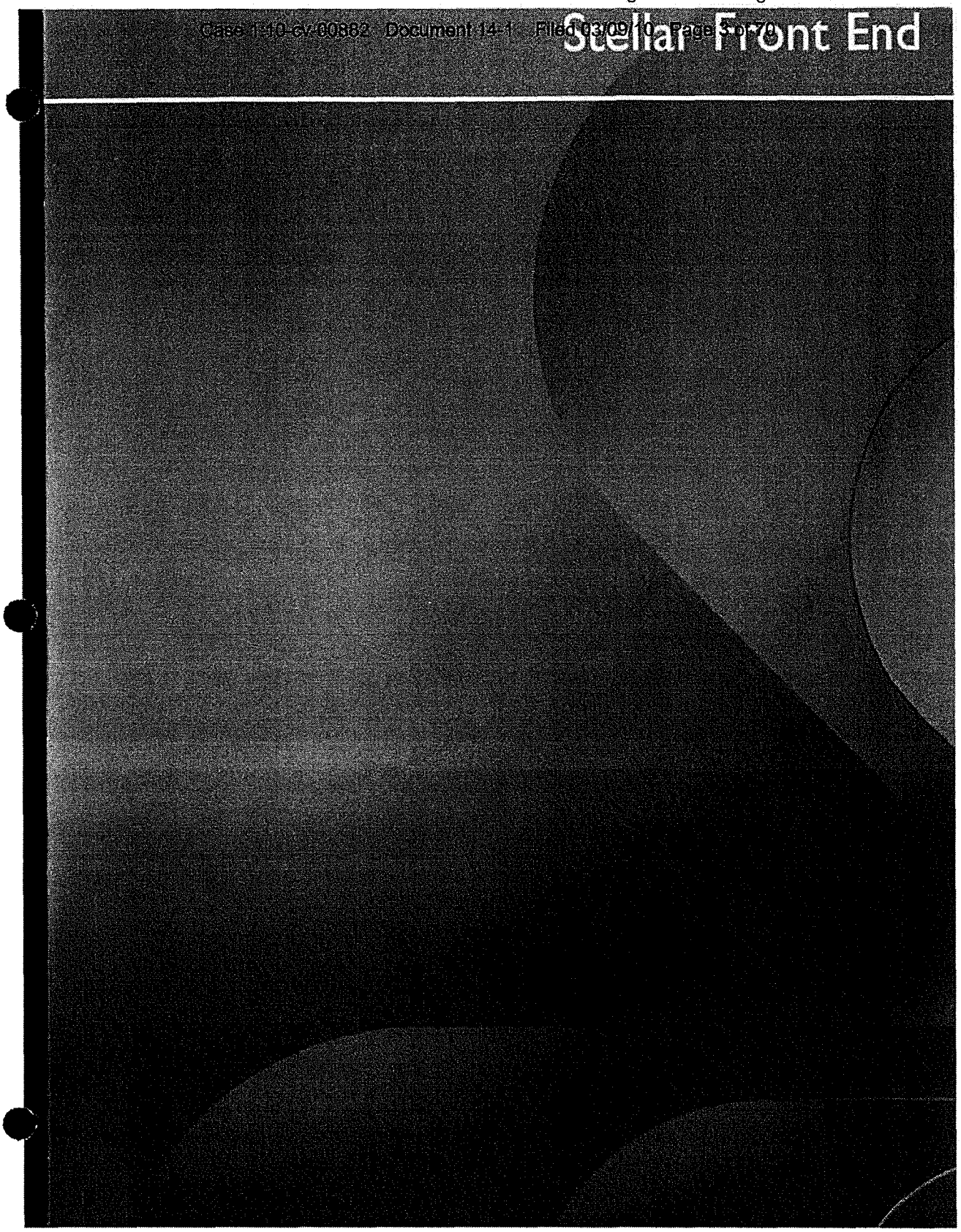
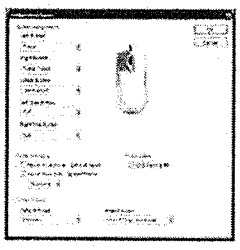
TTX03359169



TTX03359170

The Stellar Front End combines lightning fast order entry with a high degree of flexibility. The Front End comprises of an integrated suite of applications designed from the ground up to present a rich, responsive and consistent interface.

The Front End adopts a standard Windows look-and-feel that promotes instant familiarity, reducing the initial learning curve and minimising migration disruption. Even complex functionality is incorporated in an intuitive fashion.



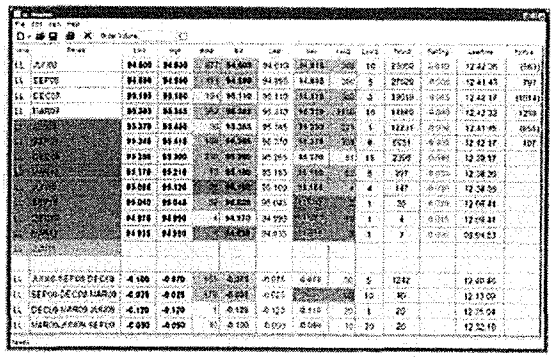
Different trading functions can be assigned to each mouse button

Speed

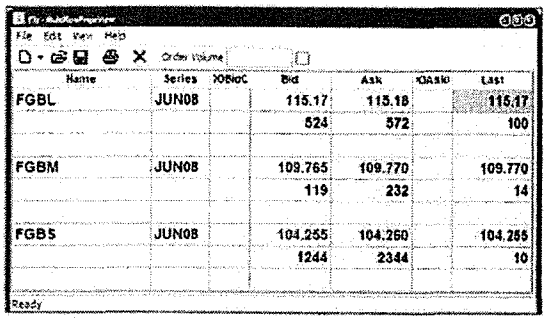
The Front End has an emphasis on speed, displaying market data and routing orders as fast as possible. The Stellar architecture places the complexities and workload of the trading system on to the servers, freeing the Front End to focus solely on trader interaction. Stellar responds instantly even in the busiest of market conditions – coffee cups and egg timers are all in the past . . .

StellarPrice

StellarPrice provides all of the industry standard trading windows, from price blotters and tickers to spread matrices and depth displays. Complete customisation is possible, to suit a trader's individual style or to match a corporate identity.

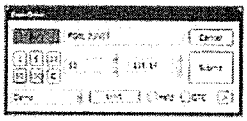


Price blotters can display any combination of products or markets

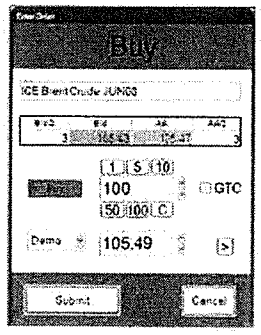


An alternate 3 line quote board

Either single click or ticket based order entry can be utilised. Multiple orders can be tee'd up in tickets ready for simultaneous submission when the correct market conditions are met.

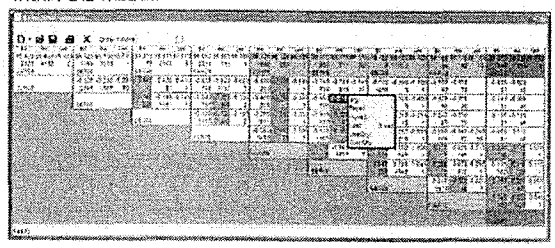


Order entry ticket. Pre-ticker extends to provide further order types



spreadMatrix

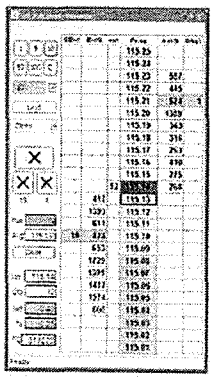
The spreadMatrix provides an intuitive display of spread markets. Stellar permits complete configuration of the data displayed within the matrix.

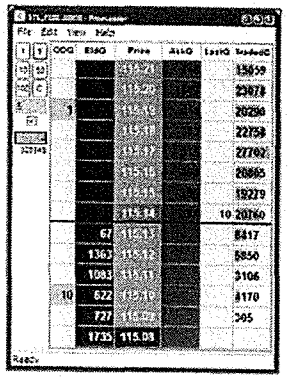


A Brent spreadMatrix

Dynamic Depth Display

Stellar's dynamic vertical depth display provides fast order entry and intuitive visualisation of the market.

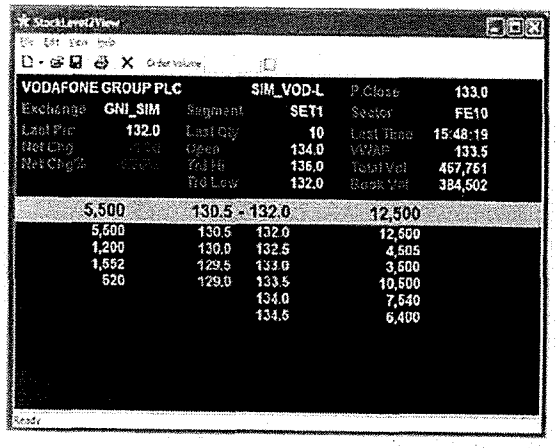




Complete customisation of window style is provided

Equity Trading

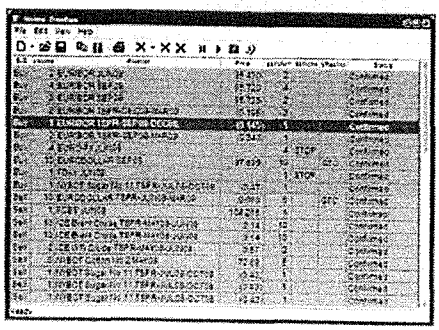
Equity and CFD trading is catered for with industry standard screens.



Equity Level II screen

StellarOrder

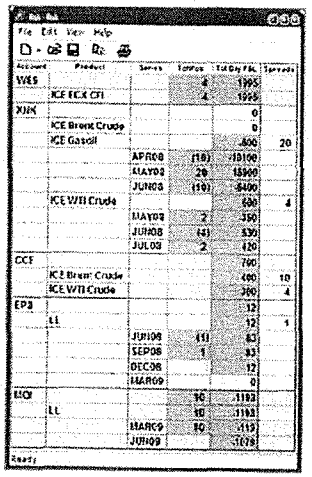
Multiple order books can be configured, differentiating between products or accounts.



A working order book

StellarRisk

Position and P&L information is displayed by StellarRisk. Drill down mechanisms allow a large number of accounts to be displayed concisely at summary level, with the detail available when required. The risk manager is alerted to potential limit breaches with colour coded severity warnings.



Multi account risk view showing account MOI with a limit warning and drill-down detail

And so much more... Price Tickers, Trade History, System management...

STELLAR
Trading Systems

TTX03359172

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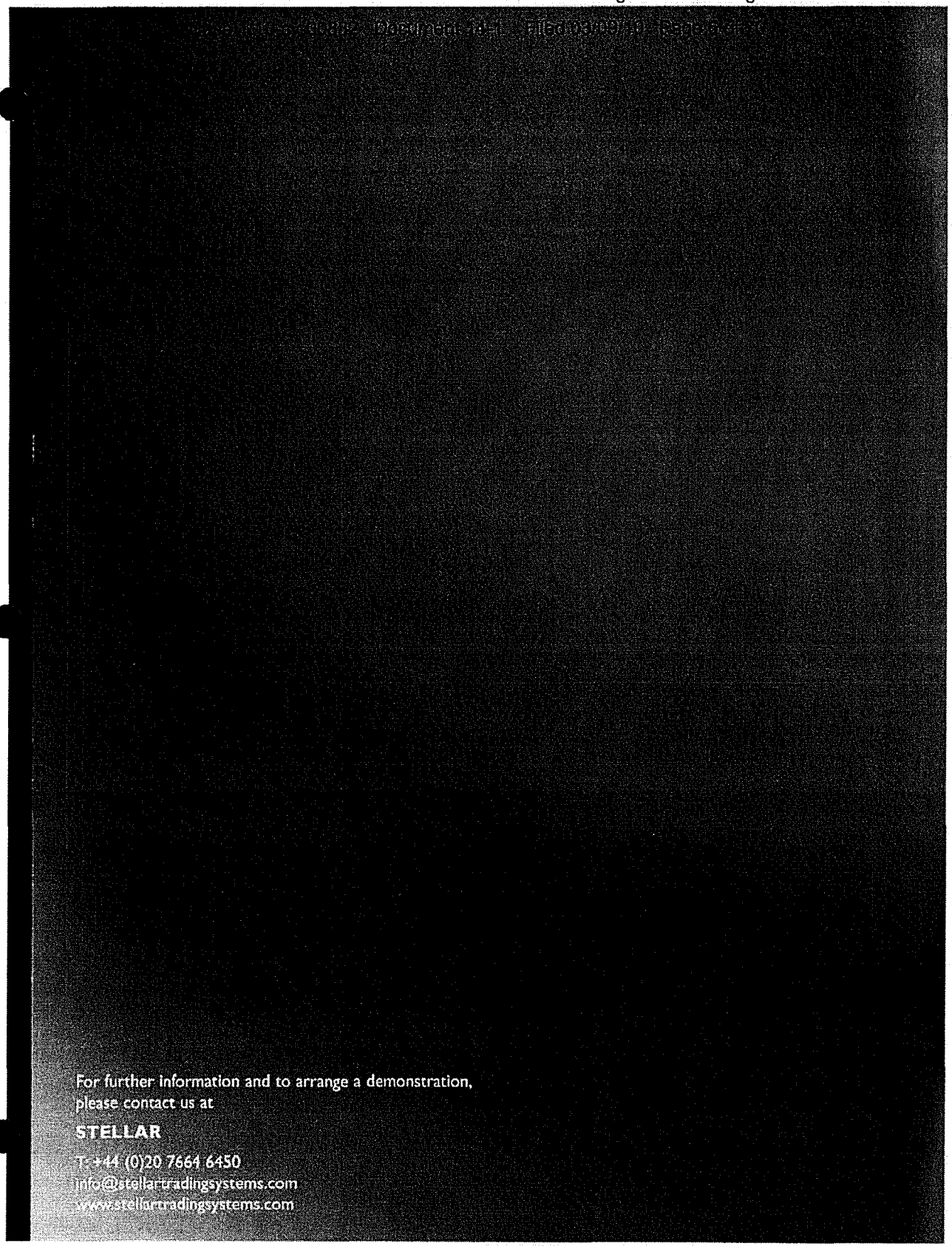


TTX03359173

QUICK START GUIDE

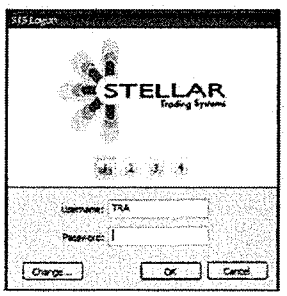
JULY 2009

TTX03359174

1 Log-in and overview of the applications

To launch Stellar, first click on the Stellar Icon on your desktop

This will bring up the log-in window



Enter your Username and Password as provided. You have the option to change your password on this window.

You will now be taken to your Stellar workspace Initially, it will consist of 8 separate windows.

The main Stellar applications consist of:

- Stellar Price – shows market prices and is where you place your orders
- Stellar Order Book – shows the orders you are working and historic orders
- Stellar Trade – shows the trades that you have done
- Stellar Risk – shows your position and profit and loss information

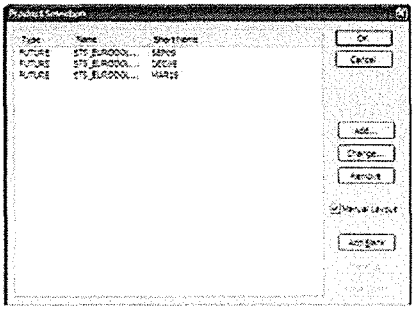
2 Stellar Price

2.1 Intro

This is the main Stellar application, where most of the trading will be done.

2.2 Product Selection

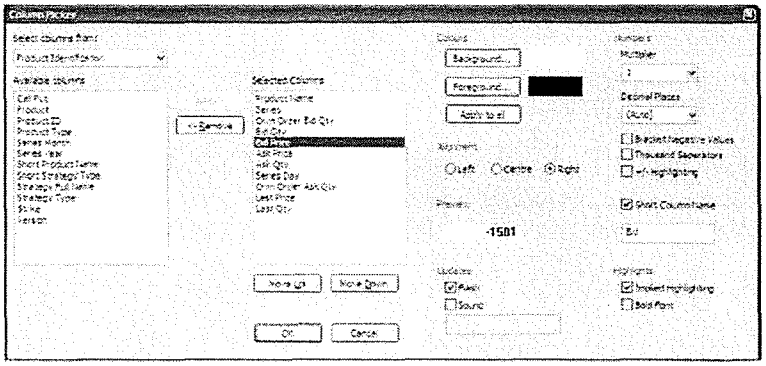
- Initially you have two price views. Stellar supports multiple windows for the same application; either can be used to see market prices
- Add contracts by going to *View - Select Products*



- Simulator products have the 'STS_' prefix. These look and behave identically to their real exchange counterparts but they are matched internally on the Stellar simulator.
- Once you have selected products, they can be ordered in the product selection window using the 'Move Up' and 'Move Down' buttons.

2.3 Basic Configuration

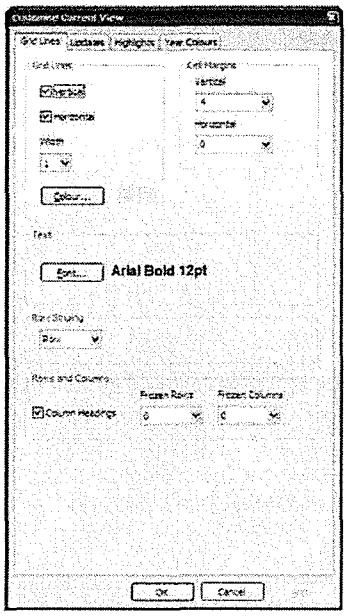
The columns available to you can be selected using *View - Column Picker* or by right-clicking on a column heading.



Use the Column Picker to:

- Change the colour of a column
- Add a new column – for example 'Net Change', 'High Price', 'Low Price'
- Change the appearance of this new column - for example turn on +/- highlighting.

The overall look and feel of the PriceView can be changed through *View - Customize this View.*



Use this window to:

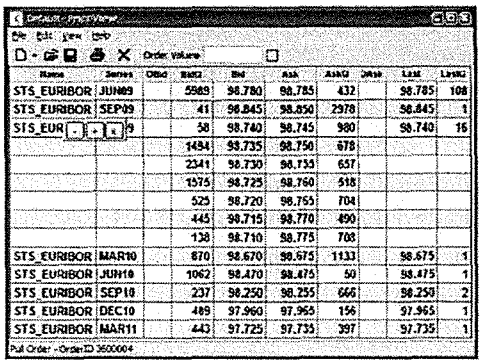
- Change the font
- Change cell margins

The same process of customising the view works on all application types.

Save your workspace after changes by selecting the floppy disk icon on the toolbar.

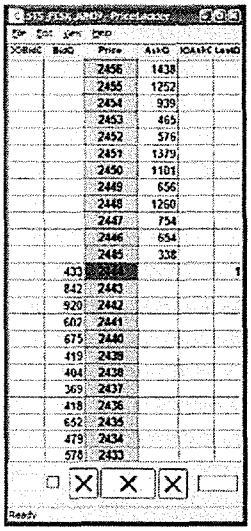
2.4 Depth and Ladders

- Double left click on one of your contract names to in the PriceView to open/close inline depth of market. By clicking the wheel button on the contract you can specify the number of levels of depth you wish to see

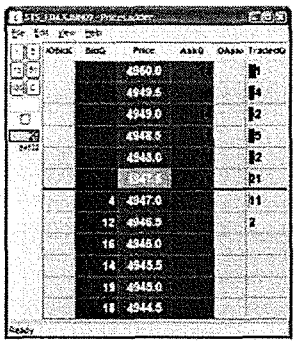


Name	Series	OBid	BidQ	Bid	Ask	AskQ	OAsk	Last	LastQ
STS_EURIBOR	JUN09		5989	98.780	98.785	432		98.785	108
STS_EURIBOR	SEP09		41	98.845	98.850	2978		98.845	1
STS_EUR			58	98.740	98.745	980		98.740	16
			1484	98.735	98.750	678			
			2341	98.730	98.755	657			
			1575	98.725	98.760	518			
			525	98.720	98.765	704			
			445	98.715	98.770	490			
			138	98.710	98.775	708			
STS_EURIBOR	MAR10		870	98.670	98.675	1133		98.675	1
STS_EURIBOR	JUN10		1062	98.470	98.475	50		98.475	1
STS_EURIBOR	SEP10		237	98.250	98.255	666		98.250	2
STS_EURIBOR	DEC10		489	97.960	97.965	156		97.965	1
STS_EURIBOR	MAR11		443	97.725	97.735	397		97.735	1

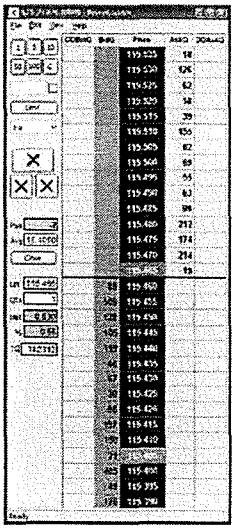
- Double right click to open a ladder.
- You can scroll up and down in the ladder using the mouse wheel; middle click on the price column to re-centre.
- Under the *View* menu, you can select different types of ladder. Below is a selection using the Bottom Bar, Mini Side Bar and Side Bar respectively:



		Price	AskQ
		2456	1438
		2455	1252
		2454	939
		2453	465
		2452	576
		2451	1379
		2450	1101
		2449	656
		2448	1260
		2447	754
		2446	654
		2445	338
433		2444	1
842		2443	
920		2442	
602		2441	
675		2440	
419		2439	
404		2438	
369		2437	
418		2436	
652		2435	
479		2434	
578		2433	



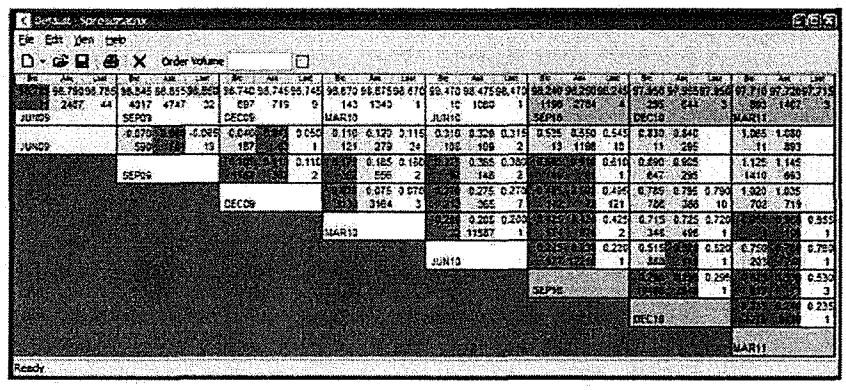
	Price	AskQ
	4950.0	
	4949.5	
	4949.0	
	4948.5	
	4948.0	
	4947.5	
4	4947.0	11
12	4946.5	2
16	4946.0	
14	4945.5	
19	4945.0	
18	4944.5	



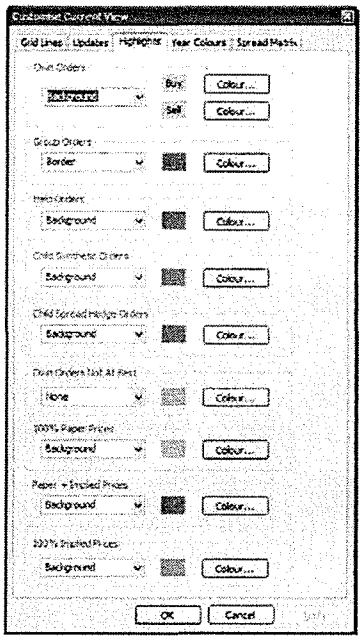
Once you are happy with the look of a ladder you can click *File - Save as Default*. Now when you open a new ladder it will retain the properties previously saved.

2.5 Spread Matrix

- Add products into the matrix using the same steps as in 2.2 above.
- For example add STS_Euribor months Jun09 to Mar11

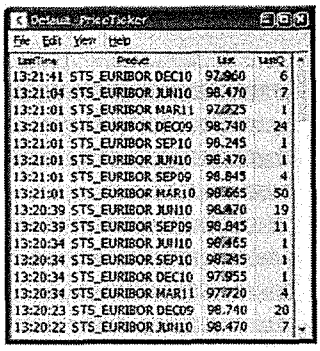


- As with the PriceView, you can add columns using the column picker.
- Through *View - Customize this View*, you can also change the colours of the cells to reflect the implied/paper nature of the volume.



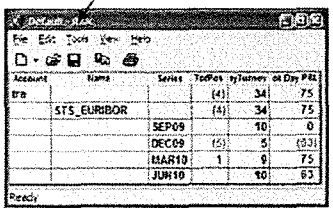
2.6 Price Ticker

A Price Ticker can be brought up by going to *File – New – Price Ticker* from any Stellar Price window.



- Products are selected as in section 2.2
- *View – Filters* will allow you to filter by trade size

2.7 Save workspace & Exit All

- You can now save a new layout by pressing the floppy disk icon located on several windows.
- 

- To exit Stellar go to *File - Exit All*
- When you restart Stellar the workspace will appear exactly as you left it.
- Switching between workspaces once logged on is achieved by selecting the workspace from the File menu, Open workspace from any window.

CASE NO. 10cv882

ATTACHMENT NO. 1

EXHIBIT _____

TAB (Description) _____

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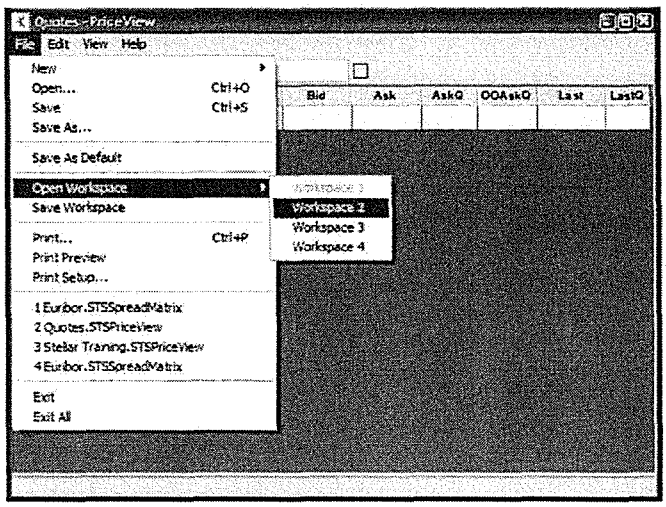
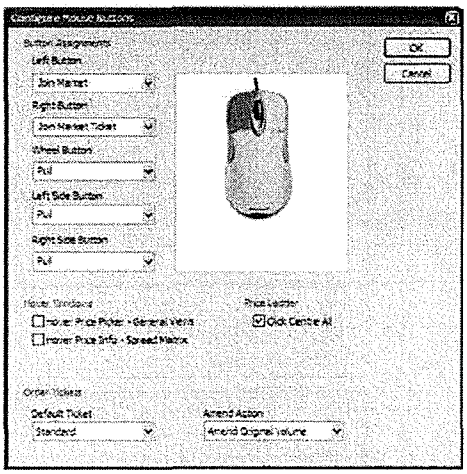


- Whenever a new workspace is opened it will contain the Stellar default set of windows.
- Previously configured windows may be opened in other workspaces from the File, Open menu.
- The Save All disk icon saves all workspaces.

3 Order Entry

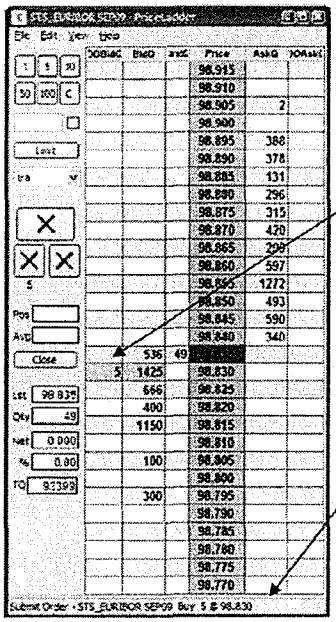
3.1 Initial Setup

Before placing orders for the first time, verify the configuration of the mouse buttons Go to *View - Configure Mouse Buttons*. On this screen you can assign mouse clicks with order entry methods:



For example:
Left Button – Join Market
Right Button – Join Market Ticket
Wheel Button – Pull

3.2 Enter an Order



In the ladder, left click on the quantity to submit an order at that level. Your volume will show next to the total market volume and the order will be highlighted in yellow.

Status Bar feedback at the bottom of the ladder shows the order being submitted This will also appear in the Order Log.

3.3 Pull Orders

- To pull the order, hover over the yellow box and Wheel click (or whichever action to have assigned to the 'Pull' function).
- On the ladder you will also see three 'X' buttons: red will pull all sell orders on that ladder, blue will pull all buys on that ladder and black all orders.

3.4 Amend Orders

- To drag amend an order on the ladder, left click and hold on your own order quantity and move to the desired level.

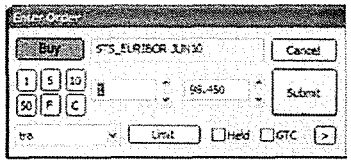
3.5 Order Entry – Quick Volume Text Box

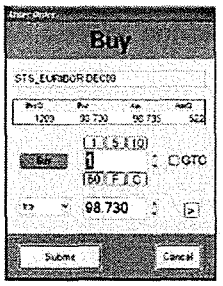
By default the volume you enter into the market is set to be 1 lot. You can change this default volume in your trading defaults (See *Appendix A*). However you can over-ride these defaults using the quick volume text box:

- If you type a number in this box, that will be volume submitted at the next order entry.
- This volume is cleared after the order is submitted and the default volumes take over.
- Clicking the checkbox next to the quantity box will mean all subsequent orders will be entered with that volume until the box is unchecked.

3.6 Order Tickets

- Orders can also be entered/amended using a ticket. You can set your default ticket type in *View - Configure Mouse Buttons*. Below are examples of the Standard Ticket and the Large Ticket (Prices).





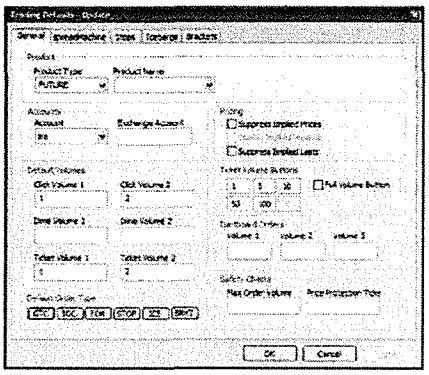
- Instead of single click order entry using the left click, you can right click to bring up a ticket. (or whichever action to have assigned to the 'Join Market Ticket' function).
- A wheel click on your order volume will bring up an amend order ticket.

4 Trading Defaults

4.1 Initial Set-up

This window is used to set your preferences for trading. To bring up the windows go to *View - Trading Defaults*.

- Double-clicking on 'Future' will bring up the following view:



- In this window you will be able to set the defaults you wish to use for all futures contracts. Once you are happy with the defaults you have set click 'OK'.

- You might however wish to set different defaults for different contracts. From the original 'Trading Default Settings' page, you can click 'Add' and a new window will pop up. In here you can select a contract and choose relevant trading defaults. Click 'OK' and that contract's defaults will be saved.

- In this way, you can build up a selection of defaults for the individual contracts you trade regularly whilst retaining an overall default for those that you do not.

- The same process can be followed for your strategies (which include your custom strategies if you are using the spreadMachine).

Trading defaults are split into 5 tabs outlined below:

4.1 General Defaults

This is where you can set the volumes for your single click and ticket trading. You can also dictate the volumes that appear in the boxes on the ladder, specify your safety checks, and choose your default account for that contract.

4.2 spreadMachine Defaults

It is in this window that you can set which spread order specs you wish to use for your custom strategy and the location of the spreadMachine.

4.3 Stop Defaults

A trader may select his default stop type, utilizing all of the stop variations provided by Stellar.

For example, when trading via a ladder and using the <CTRL> click method to submit a stop; the submitted stop can be a trailing stop, or a stop with volume threshold (or both).

Order Type

Market: Upon the stop price trading, submit a market order
Limit: Upon the stop price trading, submit a limit order.

The limit price must be specified as an offset in ticks above (for buys) or below (for sells) from the trigger price.

Stop Vol

A volume threshold may be defined for the stop order. If this is set then the stop will not fire until 1) a trade has occurred at the stop price, and 2) the volume available at the stop price is less than the specified volume threshold.

Trailing Stop

A trailing stop automatically modifies the stop price as the market moves in your favour. This keeps the protection of the stop, but as the market moves in your favour the maximum loss is reduced by moving the stop price in line with the move in the market.

For example, if a long trade is entered at 4000, a ten tick trailing stop might be placed at 3990. If the price then moved up to 4010, the trailing stop would move to 4000. If the price continued up to 4020, the trailing stop would move to 4010. If the price then moved back down to 4015, the trailing stop would stay at 4010. If the price continued down and reached 4010, the trailing stop would exit the trade at 4010, having protected ten ticks of profit.

4.4 Iceberg Defaults

When using Iceberg Orders, if the default peak and threshold volumes are set then iceberg orders may be entered via a single-click, rather than having to use a ticket as previously.

Peak

The iceberg peak is the amount of the original order volume to show to the market in each clip.

Threshold

The iceberg threshold defines how much volume must be left of the previously submitted peak before the next peak clip is submitted.

4.5 Bracket Order Defaults

Bracket orders automatically submit an OCO hedge and stop loss order upon execution of the original submitted order, all from a single mouse click. The defaults **must be** defined on this screen beforehand is order to control the bracket parameters.

Profit Order - Price Offset Ticks

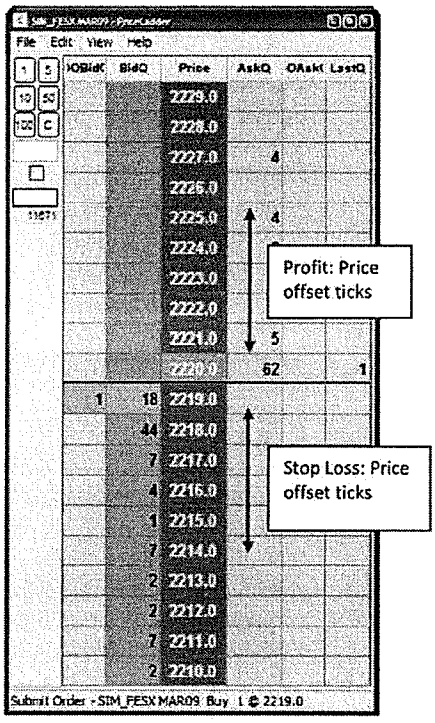
When the original order executes, a profit order and a stop order are submitted as an OCO. The Price Offset Ticks value defines how many ticks away from the execution price of the original order the profit order will be submitted at.

Stop Loss Order – Price Offset Ticks

The Stop Loss Price Offset Ticks defines how many ticks sway from the execution price of the original order will the stop order be submitted at.

The remaining fields within Stop Loss allow the exact type of stop order to be specified. These are identical to those described in the section Stop Defaults.

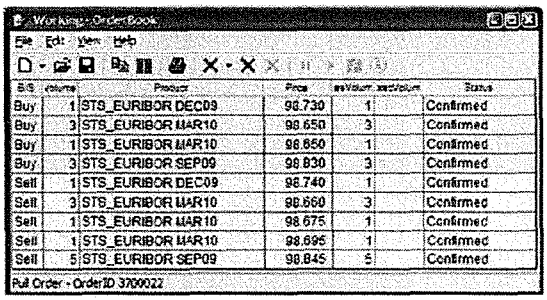
In the example on the right we have used a Profit Price Offset Ticks of 6, and a Stop Loss Price Offset of 5. If our order at 2219.0 trades then an OCO profit / stop loss is automatically submitted. The profit component is submitted at 2225.0 (= 2219.0 + 6 ticks), and the stop loss has a stop price of 2214.0 (=2219.0 – 5 ticks).



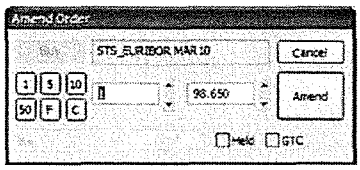
5 Stellar Order Book

5.1 Basics

This application shows your orders. There are two windows that show orders, 'Working and Completed'.



- To amend an order from the order book, simply double left click on that order. An 'amend order' ticket will be shown



- You can pull from the orderbook by right-clicking on individual orders or selected multiple orders. Alternatively, you can use the three 'X' buttons to pull all/selected orders.
- The order log is an audit trail of orders you have entered/pulled and trades you have done.

5.2 Order Filters

- By choosing *View - Filters*, you can select which order type you wish to view and for which contracts.
- You can also 'hot filter' your orders by left-clicking on the column headings.
- From *View - Sorting* you can decide the order in which you view you orders.

5.3 Miscellaneous

New columns can be added, just as in Stellar Price:

- Under *View - Customise this View - Orders* you can change the colour of your orders for buy/sell.

6 Stellar Trade

6.1 Basics

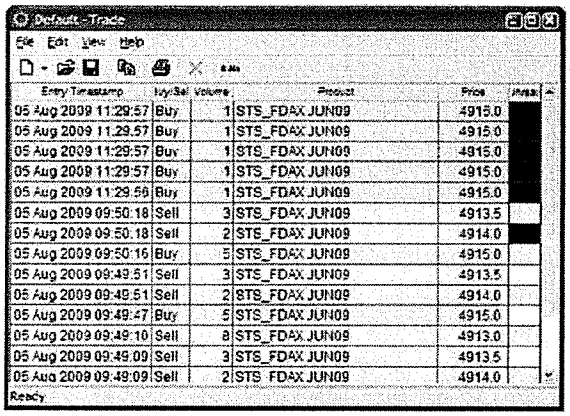
This application shows your trades as sent by the exchange. For example, if you are a spread trader in the Euribor, this is where you will see the individual legs of your trading. If you wish to hear a sound when you trade, you should set it up from this window

6.2 Fill Sounds

- From *View - Customize this View - Updates* tick the 'sound' box and then select a sound from the browse menu.

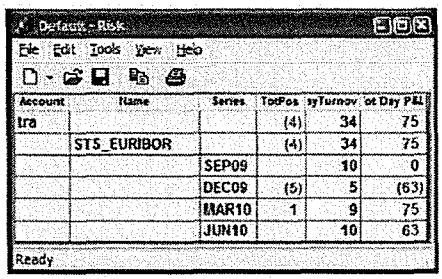
6.3 Trade Filters

- By choosing *View - Filters*, you can select which particular trades wish to view. You can also select trades by date.
- You can also 'hot filter' your trades by left-clicking on the column headings.
- From *View - Sorting* you can decide the order in which you view your trades.
- By clicking on a trade, the 'Unread' column will no longer be highlighted.



7 Stellar Risk

This application shows your position and profit and loss. Once you have traded, you will be able to see in which contracts you have a position.



- By double left-clicking on the contract name you will open up the months in that particular contract in which you have traded/have a position.
- Use the 'Column Picker' to add more information if required.
- To view your profit and loss in a different currency go to *View – Exchange Rate Conversations* and select the Target Currency.
- By selecting *View- Calculation Method* you can change the price against which your profit and loss is set.

8 Keyboard and Mouse Shortcuts

For example (let us assume you select the <B> key for brackets): when trading from a ladder a trader might typically have the left mouse button configured to single click join market. If configured as above, when the <B> key is held down whilst the left mouse button is pressed, then the order submitted will be a Bracket order.

Order Submission:

- To submit an order from the ticket, you can click on the 'submit' button or click <Enter>.

Multiple Order Submission:

- To submit multiple ticket orders simultaneously, hold down the <Shift> key and click <Enter>

Multiple Order deletion:

- To delete all your orders using the keyboard, hold down the <Shift> key and click 'Delete'.

Stop Order Submission

- To enter a Stop order, hold down the <CTRL> key and single left click on the ladder. Holding down the <CTRL> key when you bring up an order ticket will populate the ticket with a STOP highlight.

Bracket and Iceberg Order Submission

- In the same way that a Stop order may be single click submitted by holding down the <CTRL> key, a key press may be defined for Bracket and Iceberg orders.
- The *View - Configure Keyboard* screen allows keys to be defined for Bracket orders and Iceberg orders.

OCO Order Submission:

- To submit an OCO (one cancels other) order, bring up the relevant order tickets. Then hold down the <CTRL> key and hit the <Enter> key. This will bring up a prompt asking you to select an order type. Select and submit.

TRADING TECH EXHIBIT 2283
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Electronic Acknowledgement Receipt	
EFS ID:	24763575
Application Number:	62288574
International Application Number:	
Confirmation Number:	8716
Title of Invention:	IMMUNE CELL SELECTION AND EXPANSION
First Named Inventor/Applicant Name:	Joseph R. Leventhal
Customer Number:	20306
Filer:	John E. Conour
Filer Authorized By:	
Attorney Docket Number:	15-1536
Receipt Date:	29-JAN-2016
Filing Date:	
Time Stamp:	12:33:15
Application Type:	Provisional

Payment information:

Submitted with Payment	yes
Payment Type	Deposit Account
Payment was successfully received in RAM	$130
RAM confirmation Number	12240
Deposit Account	132490
Authorized User	CONOUR, JOHN E
The Director of the USPTO is hereby authorized to charge indicated fees and credit any overpayment as follows: Charge any Additional Fees required under 37 CFR 1.16 (National application filing, search, and examination fees) Charge any Additional Fees required under 37 CFR 1.17 (Patent application and reexamination processing fees)	

TRADING TECH EXHIBIT 2283
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Charge any Additional Fees required under 37 CFR 1.19 (Document supply fees)

Charge any Additional Fees required under 37 CFR 1.20 (Post Issuance fees)

Charge any Additional Fees required under 37 CFR 1.21 (Miscellaneous fees and charges)

File Listing:

Document Number	Document Description	File Name	File Size(Bytes)/ Message Digest	Multi Part /.zip	Pages (if appl.)
1		15-1536_Specification.pdf	167750 f718df3d8a4140664f0713e75f4af2165e41538c	yes	25

Multipart Description/PDF files in .zip description

Document Description	Start	End
Specification	1	20
Claims	21	24
Abstract	25	25

Warnings:

Information:

2	Drawings-only black and white line drawings	15-1536_Figures.pdf	704761 90056baa4bf98cc32a3729afd7f7073b93ef4ccf	no	5

Warnings:

Information:

3	Provisional Cover Sheet (SB16)	15-1536_Provisional_Cover.PDF	301039 75661bd2066866cbd9f0fae5696c8672d3c08b25	no	3

Warnings:

This is not a USPTO supplied Provisional Cover Sheet SB16 form.

Information:

4	Application Data Sheet	15-1536_ADS.PDF	1822939 530407c44f835b3b0bd4415dada53d469d780045	no	8

Warnings:

Information:

5	Fee Worksheet (SB06)	fee-info.pdf	29645 c42276d6d6a70dfa1803e7e1a544816db563d5c1	no	2

Warnings:

Information:

Total Files Size (in bytes):	3026134

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This Acknowledgement Receipt evidences receipt on the noted date by the USPTO of the indicated documents, characterized by the applicant, and including page counts, where applicable. It serves as evidence of receipt similar to a Post Card, as described in MPEP 503.

New Applications Under 35 U.S.C. 111

If a new application is being filed and the application includes the necessary components for a filing date (see 37 CFR 1.53(b)-(d) and MPEP 506), a Filing Receipt (37 CFR 1.54) will be issued in due course and the date shown on this Acknowledgement Receipt will establish the filing date of the application.

National Stage of an International Application under 35 U.S.C. 371

If a timely submission to enter the national stage of an international application is compliant with the conditions of 35 U.S.C. 371 and other applicable requirements a Form PCT/DO/EO/903 indicating acceptance of the application as a national stage submission under 35 U.S.C. 371 will be issued in addition to the Filing Receipt, in due course.

New International Application Filed with the USPTO as a Receiving Office

If a new international application is being filed and the international application includes the necessary components for an international filing date (see PCT Article 11 and MPEP 1810), a Notification of the International Application Number and of the International Filing Date (Form PCT/RO/105) will be issued in due course, subject to prescriptions concerning national security, and the date shown on this Acknowledgement Receipt will establish the international filing date of the application.

TRADING TECH EXHIBIT 2283
IBG ET AL. v. TRADING TECH. - CBM2016-00054

Electronic Patent Application Fee Transmittal

Application Number:	
Filing Date:	
Title of Invention:	IMMUNE CELL SELECTION AND EXPANSION
First Named Inventor/Applicant Name:	Joseph R. Leventhal
Filer:	John E. Conour
Attorney Docket Number:	15-1536

Filed as Small Entity

Filing Fees for Provisional

Description	Fee Code	Quantity	Amount	Sub-Total in USD($)
Basic Filing:				
Provisional Application Filing Fee	2005	1	130	130
Pages:				
Claims:				
Miscellaneous-Filing:				
Petition:				
Patent-Appeals-and-Interference:				
Post-Allowance-and-Post-Issuance:				

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Description	Fee Code	Quantity	Amount	Sub-Total in USD($)
Extension-of-Time:				
Miscellaneous:				
			Total in USD ($)	130

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PTO/SB/16 (03-13)
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U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE
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PROVISIONAL APPLICATION FOR PATENT COVER SHEET – Page 1 of 2

This is a request for filing a PROVISIONAL APPLICATION FOR PATENT under 37 CFR 1.53(c).

Express Mail Label No. _____

INVENTOR(S)		
Given Name (first and middle [if any])	Family Name or Surname	Residence (City and either State or Foreign Country)
Joseph	Leventhal	Chicago, Illinois

Additional inventors are being named on the _____ separately numbered sheets attached hereto.

TITLE OF THE INVENTION (500 characters max):

IMMUNE CELL SELECTION AND EXPANSION

Direct all correspondence to: **CORRESPONDENCE ADDRESS**

☑ The address corresponding to Customer Number: 20306

OR

☐ Firm or Individual Name

Address

City	State	Zip
Country	Telephone	Email

ENCLOSED APPLICATION PARTS (*check all that apply*)

☑ Application Data Sheet. See 37 CFR 1.76.
☐ CD(s), Number of CDs _____
☑ Drawing(s) *Number of Sheets* 5
☐ Other (specify) _____
☑ Specification (e.g., description of the invention) *Number of Pages* 25

Fees Due: Filing Fee of $260 ($130 for small entity) ($65 for micro entity). If the specification and drawings exceed 100 sheets of paper, an application size fee is also due, which is $400 ($200 for small entity) ($100 for micro entity) for each additional 50 sheets or fraction thereof. See 35 U.S.C. 41(a)(1)(G) and 37 CFR 1.16(s).

METHOD OF PAYMENT OF THE FILING FEE AND APPLICATION SIZE FEE FOR THIS PROVISIONAL APPLICATION FOR PATENT

☑ Applicant asserts small entity status. See 37 CFR 1.27.
☐ Applicant certifies micro entity status. See 37 CFR 1.29.
Applicant must attach form PTO/SB/15A or B or equivalent.
☐ A check or money order made payable to the *Director of the United States Patent and Trademark Office* is enclosed to cover the filing fee and application size fee (if applicable).
☐ Payment by credit card. Form PTO-2038 is attached.
☑ The Director is hereby authorized to charge the filing fee and application size fee (if applicable) or credit any overpayment to Deposit Account Number: 132490.

130.00
TOTAL FEE AMOUNT ($)

USE ONLY FOR FILING A PROVISIONAL APPLICATION FOR PATENT

This collection of information is required by 37 CFR 1.51. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 10 hours to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. **SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.**

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

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PTO/SB/16 (03-13)
Approved for use through 01/31/2014. OMB 0651-0032
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE
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PROVISIONAL APPLICATION FOR PATENT COVER SHEET – Page 2 of 2

The invention was made by an agency of the United States Government or under a contract with an agency of the United States Government.

☑ No.

☐ Yes, the invention was made by an agency of the U.S. Government. The U.S. Government agency name is: _____

☐ Yes, the invention was made under a contract with an agency of the U.S. Government. The name of the U.S. Government agency and Government contract number are: _____

WARNING:

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.

SIGNATURE /John E. Conour/ DATE January 29, 2016

TYPED OR PRINTED NAME John E. Conour REGISTRATION NO. 59054 (*if appropriate*)

TELEPHONE 312-913-0001 DOCKET NUMBER 15-1536

TRADING TECH EXHIBIT 2283
IBG ET AL. v. TRADING TECH. - CBM2016-00054

Privacy Act Statement

The **Privacy Act of 1974 (P.L. 93-579)** requires that you be given certain information in connection with your submission of the attached form related to a patent application or patent. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the general authority for the collection of this information is 35 U.S.C. 2(b)(2); (2) furnishing of the information solicited is voluntary; and (3) the principal purpose for which the information is used by the U.S. Patent and Trademark Office is to process and/or examine your submission related to a patent application or patent. If you do not furnish the requested information, the U.S. Patent and Trademark Office may not be able to process and/or examine your submission, which may result in termination of proceedings or abandonment of the application or expiration of the patent.

The information provided by you in this form will be subject to the following routine uses:

1. The information on this form will be treated confidentially to the extent allowed under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C 552a). Records from this system of records may be disclosed to the Department of Justice to determine whether disclosure of these records is required by the Freedom of Information Act.
2. A record from this system of records may be disclosed, as a routine use, in the course of presenting evidence to a court, magistrate, or administrative tribunal, including disclosures to opposing counsel in the course of settlement negotiations.
3. A record in this system of records may be disclosed, as a routine use, to a Member of Congress submitting a request involving an individual, to whom the record pertains, when the individual has requested assistance from the Member with respect to the subject matter of the record.
4. A record in this system of records may be disclosed, as a routine use, to a contractor of the Agency having need for the information in order to perform a contract. Recipients of information shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 U.S.C. 552a(m).
5. A record related to an International Application filed under the Patent Cooperation Treaty in this system of records may be disclosed, as a routine use, to the International Bureau of the World Intellectual Property Organization, pursuant to the Patent Cooperation Treaty.
6. A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(c)).
7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (*i.e.*, GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspection or an issued patent.
9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.

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IBG ET AL. v. TRADING TECH. - CBM2016-00054

PTO/AIA/14 (11-15)
Approved for use through 04/30/2017. OMB 0651-0032
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE
Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number.

Application Data Sheet 37 CFR 1.76	Attorney Docket Number	15-1536
	Application Number	
Title of Invention	IMMUNE CELL SELECTION AND EXPANSION	

The application data sheet is part of the provisional or nonprovisional application for which it is being submitted. The following form contains the bibliographic data arranged in a format specified by the United States Patent and Trademark Office as outlined in 37 CFR 1.76.
This document may be completed electronically and submitted to the Office in electronic format using the Electronic Filing System (EFS) or the document may be printed and included in a paper filed application.

Secrecy Order 37 CFR 5.2:

☐ Portions or all of the application associated with this Application Data Sheet may fall under a Secrecy Order pursuant to 37 CFR 5.2 (Paper filers only. Applications that fall under Secrecy Order may not be filed electronically.)

Inventor Information:

Inventor 1 — Remove

Legal Name

Prefix	Given Name	Middle Name	Family Name	Suffix
	Joseph	R.	Leventhal	

Residence Information (Select One) • US Residency Non US Residency Active US Military Service

City	Chicago	State/Province	IL	Country of Residence	US

Mailing Address of Inventor:

Address 1	1445 West Henderson Street		
Address 2			
City	Chicago	State/Province	IL
Postal Code	60657	Country i	US

All Inventors Must Be Listed - Additional Inventor Information blocks may be generated within this form by selecting the **Add** button. Add

Correspondence Information:

Enter either Customer Number or complete the Correspondence Information section below.
For further information see 37 CFR 1.33(a).

☐ **An Address is being provided for the correspondence Information of this application.**

Customer Number	20306		
Email Address	docketing@mbhb.com	Add Email	Remove Email

Application Information:

Title of the Invention	IMMUNE CELL SELECTION AND EXPANSION		
Attorney Docket Number	15-1536	Small Entity Status Claimed	☒
Application Type	Provisional		
Subject Matter	Utility		
Total Number of Drawing Sheets (if any)	5	Suggested Figure for Publication (if any)	

TRADING TECH EXHIBIT 2283
IBG ET AL. v. TRADING TECH. - CBM2016-00054

Application Data Sheet 37 CFR 1.76	Attorney Docket Number	15-1536
	Application Number	
Title of Invention	IMMUNE CELL SELECTION AND EXPANSION	

Filing By Reference:

Only complete this section when filing an application by reference under 35 U.S.C. 111(c) and 37 CFR 1.57(a). Do not complete this section if application papers including a specification and any drawings are being filed. Any domestic benefit or foreign priority information must be provided in the appropriate section(s) below (i.e., "Domestic Benefit/National Stage Information" and "Foreign Priority Information").

For the purposes of a filing date under 37 CFR 1.53(b), the description and any drawings of the present application are replaced by this reference to the previously filed application, subject to conditions and requirements of 37 CFR 1.57(a).

Application number of the previously filed application	Filing date (YYYY-MM-DD)	Intellectual Property Authority or Country

Publication Information:

☐ Request Early Publication (Fee required at time of Request 37 CFR 1.219)

☐ **Request Not to Publish.** I hereby request that the attached application not be published under 35 U.S.C. 122(b) and certify that the invention disclosed in the attached application **has not and will not** be the subject of an application filed in another country, or under a multilateral international agreement, that requires publication at eighteen months after filing.

Representative Information:

Representative information should be provided for all practitioners having a power of attorney in the application. Providing this information in the Application Data Sheet does not constitute a power of attorney in the application (see 37 CFR 1.32).
Either enter Customer Number or complete the Representative Name section below. If both sections are completed the customer Number will be used for the Representative Information during processing.

Please Select One:	● Customer Number	US Patent Practitioner	○ Limited Recognition (37 CFR 11.9)
Customer Number	20306		

Domestic Benefit/National Stage Information:

This section allows for the applicant to either claim benefit under 35 U.S.C. 119(e), 120, 121, 365(c), or 386(c) or indicate National Stage entry from a PCT application. Providing benefit claim information in the Application Data Sheet constitutes the specific reference required by 35 U.S.C. 119(e) or 120, and 37 CFR 1.78.
When referring to the current application, please leave the "Application Number" field blank.

Prior Application Status			Remove
Application Number	Continuity Type	Prior Application Number	Filing or 371(c) Date (YYYY-MM-DD)

Additional Domestic Benefit/National Stage Data may be generated within this form by selecting the **Add** button. Add

EFS Web 2.2.12

TRADING TECH EXHIBIT 2283
IBG ET AL. v. TRADING TECH. - CBM2016-00054

Application Data Sheet 37 CFR 1.76	Attorney Docket Number	15-1536
	Application Number	
Title of Invention	IMMUNE CELL SELECTION AND EXPANSION	

Foreign Priority Information:

This section allows for the applicant to claim priority to a foreign application. Providing this information in the application data sheet constitutes the claim for priority as required by 35 U.S.C. 119(b) and 37 CFR 1.55. When priority is claimed to a foreign application that is eligible for retrieval under the priority document exchange program (PDX)[i] the information will be used by the Office to automatically attempt retrieval pursuant to 37 CFR 1.55(i)(1) and (2). Under the PDX program, applicant bears the ultimate responsibility for ensuring that a copy of the foreign application is received by the Office from the participating foreign intellectual property office, or a certified copy of the foreign priority application is filed, within the time period specified in 37 CFR 1.55(g)(1).

Remove

Application Number	Country[i]	Filing Date (YYYY-MM-DD)	Access Code[i] (if applicable)

Additional Foreign Priority Data may be generated within this form by selecting the **Add** button. Add

Statement under 37 CFR 1.55 or 1.78 for AIA (First Inventor to File) Transition Applications

☐ This application (1) claims priority to or the benefit of an application filed before March 16, 2013 and (2) also contains, or contained at any time, a claim to a claimed invention that has an effective filing date on or after March 16, 2013.
NOTE: By providing this statement under 37 CFR 1.55 or 1.78, this application, with a filing date on or after March 16, 2013, will be examined under the first inventor to file provisions of the AIA.

TRADING TECH EXHIBIT 2283
IBG ET AL. v. TRADING TECH. - CBM2016-00054

Application Data Sheet 37 CFR 1.76	Attorney Docket Number	15-1536
	Application Number	
Title of Invention	IMMUNE CELL SELECTION AND EXPANSION	

Authorization or Opt-Out of Authorization to Permit Access:

When this Application Data Sheet is properly signed and filed with the application, applicant has provided written authority to permit a participating foreign intellectual property (IP) office access to the instant application-as-filed (see paragraph A in subsection 1 below) and the European Patent Office (EPO) access to any search results from the instant application (see paragraph B in subsection 1 below).

Should applicant choose not to provide an authorization identified in subsection 1 below, applicant **must opt-out** of the authorization by checking the corresponding box A or B or both in subsection 2 below.

NOTE: This section of the Application Data Sheet is **ONLY** reviewed and processed with the **INITIAL** filing of an application. After the initial filing of an application, an Application Data Sheet cannot be used to provide or rescind authorization for access by a foreign IP office(s). Instead, Form PTO/SB/39 or PTO/SB/69 must be used as appropriate.

1. Authorization to Permit Access by a Foreign Intellectual Property Office(s)

A. Priority Document Exchange (PDX) - Unless box A in subsection 2 (opt-out of authorization) is checked, the undersigned hereby **grants the USPTO authority** to provide the European Patent Office (EPO), the Japan Patent Office (JPO), the Korean Intellectual Property Office (KIPO), the State Intellectual Property Office of the People's Republic of China (SIPO), the World Intellectual Property Organization (WIPO), and any other foreign intellectual property office participating with the USPTO in a bilateral or multilateral priority document exchange agreement in which a foreign application claiming priority to the instant patent application is filed, access to: (1) the instant patent application-as-filed and its related bibliographic data, (2) any foreign or domestic application to which priority or benefit is claimed by the instant application and its related bibliographic data, and (3) the date of filing of this Authorization. See 37 CFR 1.14(h)(1).

B. Search Results from U.S. Application to EPO - Unless box B in subsection 2 (opt-out of authorization) is checked, the undersigned hereby **grants the USPTO authority** to provide the EPO access to the bibliographic data and search results from the instant patent application when a European patent application claiming priority to the instant patent application is filed. See 37 CFR 1.14(h)(2).

The applicant is reminded that the EPO's Rule 141(1) EPC (European Patent Convention) requires applicants to submit a copy of search results from the instant application without delay in a European patent application that claims priority to the instant application.

2. Opt-Out of Authorizations to Permit Access by a Foreign Intellectual Property Office(s)

☐ A. Applicant **DOES NOT** authorize the USPTO to permit a participating foreign IP office access to the instant application-as-filed. If this box is checked, the USPTO will not be providing a participating foreign IP office with any documents and information identified in subsection 1A above.

☐ B. Applicant **DOES NOT** authorize the USPTO to transmit to the EPO any search results from the instant patent application. If this box is checked, the USPTO will not be providing the EPO with search results from the instant application.

NOTE: Once the application has published or is otherwise publicly available, the USPTO may provide access to the application in accordance with 37 CFR 1.14.

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Application Data Sheet 37 CFR 1.76	Attorney Docket Number	15-1536
	Application Number	
Title of Invention	IMMUNE CELL SELECTION AND EXPANSION	

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IMMUNE CELL SELECTION AND EXPANSION

FIELD

[0001] The disclosure relates generally to the selection and expansion of T-reg cell populations.

BACKGROUND

[0002] Significant limitations in the efficacy of organ and tissue transplant include the rejection of allografts by host immune systems and graft versus host disease. Pharmaceutical immunosuppressants are commonly used to treat these conditions; however, they are not always effective. Regulatory T cells (T-reg cells) are potent suppressor regulatory T lymphocytes (CD4+/CD25+) that have been demonstrated to have importance in the active immune regulation/suppression in the processes of graft rejection and tolerance. Current methodologies for generating therapeutically relevant numbers of T-reg cells rely on purification and *ex vivo* expansion of freshly isolated T-reg cells. However, the logistics of these methodologies, including the requirement of freshly isolated T-reg cells, the relatively low numbers of expanded T-reg cells, as well as the time required for expansion present considerable disadvantages. Therefore, there is a need for new approaches for providing T-reg cells for therapeutic purposes that overcome these disadvantages.

BRIEF DESCRIPTION OF THE FIGURES

[0003] The following detailed description of the embodiments of the present disclosure can be best understood when read in conjunction with the following figures, in which:

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[0004] Figure 1 illustrates phenotypic characterization of cell populations during the two-column cell selection process using the CliniMACS® Magnetic Column device, as described in Example No. 1 and Table No. 2. Data shown indicate percentages of CD20+, CD8+, CD4+, CD25+, and FoxP3+ cells before selection (Apheresis), for the population of cells removed (Neg Sel), and for the population selected (Day 0/Pos Sel);

[0005] Figure 2 shows a schematic of a protocol for large-scale expansion of CD4+/CD25+ T-reg cells;

[0006] Figure 3 shows the 'growth kinetics' of fresh versus frozen cells. Apheresis products from a normal donor were split into two samples, where one sample was used fresh and the other sample was cryopresserved before cellular subpopulation selection followed by T-reg cell culture expansion. The cryopreserved sample was thawed using a thawing buffer including a DNAse containing PBS/EDTA buffer and then used for cellular subpopulation selection followed by T-reg cell culture expansion. Cell population growth was measured at culture initiation (Day 0) during the growth process (Day 14), and at the end of the process upon reaching the final product (Day 21);

[0007] Figure 4 shows enriched and expanded CD4+/CD25+ T-reg cells that were generated from fresh or cryopreserved apheresis products and evaluated for their functional ability to induce suppression in a MLR assay. At T-reg:T responder cell ratios of 1:2 through 1:32 there was no difference in the immunosuppressive function of T-reg cells generated from fresh or frozen apheresis products; and

[0008] Figure 5 shows that T-reg cells expanded for 21 days from peripheral blood lymphocytes of renal failure patients had acceptable immune suppressive function at several T-reg:T responder cell ratios.

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DESCRIPTION

[0009] All publications, patents and patent applications cited herein are hereby expressly incorporated by reference for all purposes.

[0010] Before describing the present invention in detail, a number of terms will be defined. As used herein, the singular forms "a," "an," and "the" include plural referents unless the context clearly dictates otherwise. For example, reference to a "nucleic acid" means one or more nucleic acids.

[0011] It is noted that terms like "preferably," "commonly," and "typically" are not utilized herein to limit the scope of the claimed invention or to imply that certain features are critical, essential, or even important to the structure or function of the claimed invention. Rather, these terms are merely intended to highlight alternative or additional features that can or cannot be utilized in a particular embodiment of the present invention.

[0012] As used herein, the term "about" refers to ± 10% of any particular value.

[0013] As used herein, the terms "or" and "and/or" are utilized to describe multiple components in combination or exclusive of one another. For example, "x, y, and/or z" can refer to "x" alone, "y" alone, "z" alone, "x, y, and z," "(x and y) or z," "x or (y and z)," or "x or y or z."

[0014] As used herein, the term "viability" when used to describe a cell population, refers to the percentage of viable cells within the population.

[0015] As used herein, the term "therapeutically relevant" in the context of administration of T-reg cells to a recipient in need thereof, refers to the number of T-reg cells that can be administered to the recipient to cause an ameliorating effect to the recipient. In one embodiment, a therapeutically relevant number of T-reg cells is any number of T-reg cells that

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reduces, slows, and/or overcomes a cellular immune response that generates cellular organ or tissue rejection. In one particular embodiment, a therapeutically relevant number of T-reg cells is about 1 x 10^9 to about 5 x 10^9 T-reg cells administered at one time, post organ transplant to a lymphodepleted transplant recipient (at approximately 60 days post organ transplant).

[0016] For the purposes of describing and defining the present disclosure, it is noted that the term "substantially" is utilized herein to represent the inherent degree of uncertainty that can be attributed to any quantitative comparison, value, measurement, or other representation. The term "substantially" is also utilized herein to represent the degree by which a quantitative representation can vary from a stated reference without resulting in a change in the basic function of the subject matter at issue.

[0017] Disclosed herein are compositions, methods, and kits for producing sterile, cellular therapy products that may be specifically created from and/or for an individual, for example, for suppressing the individual's immune system by administering the product to the individual. In one embodiment, a cellular therapy product intended for an individual is derived from an apheresis product taken from that individual. In another embodiment, a cellular therapy product intended for an individual is derived from an apheresis product taken from another individual or from another cell source.

[0018] In one embodiment, a contemplated cellular therapy product includes an enriched and expanded CD4+/CD25+ T-regulatory (T-reg) cell population. For example, the population may include greater than about 80% CD4+ cells, or greater than about 85% CD4+ cells, or greater than about 90% CD4+ cells, or greater than about 95% CD4+ cells, or greater than about 98% CD4+ cells. Further, the population may include greater than about 80% CD25+ cells, or greater than about 85% CD25+ cells, or greater than about 90% CD25+ cells, or greater than

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about 95% CD25+ cells, or greater than about 98% CD25+ cells. Further, the population may include greater than about 20% FoxP3+ cells, or greater than about 25% FoxP3+ cells, or greater than about 30% FoxP3+ cells, or greater than about 35% FoxP3+ cells, or greater than about 40% FoxP3+ cells.

[0019] Further, the enriched and expanded CD4+/CD25+ T-reg cell population may have diminished amounts or may be devoid of other cells exhibiting specific antigens. For example, the population may include less than about 10% CD8+ cells, or less than about 5% CD8+ cells, or less than about 3% CD8+ cells, or less than about 2% CD8+ cells, or less than about 1% CD8+ cells. Similarly, the population may include less than about 10% CD20+ cells, or less than about 5% CD20+ cells, or less than about 3% CD20+ cells, or less than about 2% CD20+ cells, or less than about 1% CD20+ cells. Further, it should be noted that both CD19 and CD20 can be used as markers for B cells, and the use of either or both for phenotyping and/or targeting for depletion of B cells from T-reg cell populations is contemplated herein.

[0020] It is further contemplated that the enriched and expanded CD4+/CD25+ T-reg cell population may have greater than about 80% viability, or greater than about 90% viability, or greater than about 95% viability, or greater than about 98% viability.

[0021] In another embodiment, the apheresis products contemplated herein may be obtained from an individual, frozen, and stored until an enriched and expanded population of CD4+/CD25+ T-reg cells may be needed. For example, the apheresis product may be cryopreserved until approximately 21 days prior to the desired time of administration of the CD4+/CD25+ T-reg cells to the individual.

[0022] To obtain a CD4+/CD25+ enriched T-reg cell population from an apheresis product, a two-step selection protocol may be used. Initially, a negative selection step may be

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used to remove CD8+ and CD19+ cell populations. Removal of CD8+/CD19+ cell populations is required since it eliminates the presence of these cell populations during the *ex vivo* expansion of the T-reg cells. The CD8+/CD19+ populations can result in the outgrowth of "effector" cells that could result in organ rejection and negate the potentially beneficial outcomes of using T-reg cells for the induction of immune tolerance. Subsequently, a positive selection step for CD+/CD25+ cells is performed to capture only the T-reg cells. The resultant CD4+/CD25+ enriched cells may then be expanded in culture by stimulating the cells with CD3/CD28 microbeads. Expansion of the enriched CD4+/CD25+ T-reg cell population increases the T-reg cell population by about 10 fold to about 40 fold, or about 20 fold to about 80 fold, or about 40 fold to about 200 fold, or about 10 fold, or about 20 fold, or about 30 fold, or about 40 fold, or about 60 fold, or about 80 fold, or about 100 fold, or about 200 fold, or greater.

[0023] In one embodiment, a subject may be treated with a cellular therapy product derived according to the present disclosure for suppressing the subject's immune system. For example, an apheresis product may be taken from the subject, enriched and expanded for 21 days in culture as disclosed herein, harvested, and administered fresh (without cryopreservation) back to the patient. Without being bound by theory, it is believed that application of the enriched and expanded cells may suppress the immune system of the individual to inhibit or eliminate the generation of immune processes that lead to immunological based rejection of the transplanted organ.

[0024] Administration may be through any means generally accepted for the administration of cells within an individual (e.g., intravenously).

[0025] In another embodiment, an enriched and expanded cell population may be frozen prior to administration, in that, the cells may be enriched and expanded and rather than

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administering at that point, they may be frozen, thawed when needed, and then subsequently administered. It is also contemplated that the frozen expanded and enriched cell population may be frozen, and then re-enriched and reexpanded and then administered to the patient.

[0026] In one embodiment, expanded and enriched CD4+/CD25+ T-reg cell populations as disclosed herein are intended to be used as a therapeutic agent for the donor of the apheresis product from which the cells were derived. Alternatively, it is also contemplated that the therapeutic agent may be used for another individual in need thereof. It is also contemplated that such therapeutic agents may be used in multiple individuals in need thereof. It is further contemplated that further selection may be made of the T-reg cell populations to reduce the risk of rejection or other complications in an individual caused by cells donated by another.

[0027] In another embodiment, it is contemplated that the materials and method provided herein may be effectively used for enrichment and expansion of other cell subsets (e.g., not CD4+/CD25+ T-reg cells) from apheresis products or other cell sources by selecting for and against different clusters of differentiation (CDs) or other markers on the cell surface. Non-limiting examples of other potential cells include: cytotoxic T cells (CD8+) which could be used for generation of CAR-T therapies; CD34+ stem cells used for stem cell transplantation or gene-modified stem cell therapy manufacturing; dendritic cells (CD80+) and monocytes (CD14+), which could be used for antigen-presentation directed therapies; and B cells (CD19+) for antibody-dependent cell-mediated cytotoxicity (ADCC) directed therapies, and others.

[0028] The present disclosure also provides kits containing one or more components described herein, including, for example, a thawing buffer, and/or a declumping buffer. Further, the kits may also include an enriched and/or expanded population of desired cells. Kits contemplated herein may also include a set of instructions instructing a user how to use the kit

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for obtaining a desired cell population from and/or administering a desired cell population to an individual. For example, one contemplated kit includes materials necessary for performing the methods described herein. In another example, a contemplated kit includes a population of enriched and expanded CD4+/CD25+ T-reg cells for administration to an individual.

[0029] The disclosure will be further characterized in the following examples, which do not limit the scope of the disclosure described in the claims.

EXAMPLES

[0030] The Examples that follow are illustrative of specific embodiments of the disclosure, and various uses thereof. They are set forth for explanatory purposes only, and are not to be taken as limiting. The following examples establish protocols for successful enrichment and expansion of therapeutically relevant populations of CD4+/CD25+ T-reg cells from frozen apheresis samples.

Example No. 1. Selection of CD4+ and CD25+ T-Regulatory Cells

[0031] **Overview**: This example establishes the selection protocols for successful enrichment of CD4+/CD25+ T-reg cells.

Declumping Buffers

[0032] Three 1 L CliniMACS® PBS/EDTA buffer bags were labeled (Bags #1, #2, and #3) and prepared by adding 20 mL of 25% human serum albumin (HSA) and 1.8 mL of 200 mg/mL $MgCl_2$. To Bag #1, 54 mL of 1 mg/mL Pulmozyme® (dornase alpha) was added. To each of Bags #2 and #3, 10.5 mL of 1 mg/mL Pulmozyme® was added. From Bag #1, 200 mL of solution was transferred to a sterile culture bag, which was labeled as Bag #1A, and

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supplemented with 45 mL 25% HSA. The approximate volumes, percentages, and/or final concentrations of each component in the Bags are shown in Table No. 1.

[0033] Table No. 1. Declumping Buffer Bag Components

Bag (total volume)	**Bag #1A (245 mL)**	**Bag #1 (876 mL)**	**Bag #2 (1032 mL)**	**Bag #3 (1032 mL)**
HSA	5%	0.5%	0.5%	0.5%
$MgCl_2$	2.9 mM	3.5 mM	3.5 mM	3.5 mM
Pulmozyme®	41 U/mL	50 U/mL	50 U/mL	50 U/mL

Leukapheresis Product Cryopreservation

[0034] A collected leukapheresis sample was centrifuged at 2800 rpm for 11 minutes. Using a plasma extractor and an electronic scale, the supernatant was removed (*i.e.*, plasma was expressed). Plasma was added back to the centrifuged sample to reach a volume of 60 mL. The leukapheresis sample was then transferred to a cryopreservation bag. A freezing solution of 50% DMSO (dimethyl sulfoxide) in Normal Saline (0.9% sodium chloride) was prepared, then placed in a 2-8°C refrigerator for at least 10 minutes. The 50% DMSO freezing solution was added to the cryopreservation bag to reach a final DMSO concentration of 10%.

[0035] The cryopreservation bag was frozen in a controlled-rate freezer at an average cooling rate of 1°C/min, to an endpoint of -100°C. Once frozen, the bag was transferred to a monitored liquid nitrogen freezer and stored in the vapor phase.

Leukapheresis Product Thawing

[0036] Thawing of apheresis products generally results in some cellular clumping with associated decreased viability. Column separation of thawed apheresis products can be problematic due to the clumping of the product and the potential loss of cellular starting material. Therefore, a "thawing buffer" consisting of CliniMACS® PBS/EDTA buffer, 5% human serum

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albumin, 3.5 $MgCl_2$ and 50 U Pulmozyme®/mL was used for the initial washing of the thawed apheresis product as well as for the selection process.

[0037] The cassette holding the frozen leukapheresis bag was removed from the dry shipper and immersed completely in a 37 ± 2°C water bath. Once the cells thawed, but were still cold, the leukapheresis bag was removed from the cassette.

CD8/CD19 Negative Selection

[0038] Thawed leukapheresis cells were transferred to a 600 mL Transfer Pack™ container (Fenwal™, Lake Zurich, IL). The entire contents of Bag #1A were added to the container. The container was incubated for 30 minutes, and then centrifuged at 1800 rpm for 15 minutes, all at room temperature. Using a plasma extractor and an electronic scale, the supernatant was removed and discarded. An aliquot of 200 mL of buffer from Bag #1B was added to the container. The container was centrifuged at 1800 rpm for 15 minutes at room temperature. Using a plasma extractor and an electronic scale, the supernatant was removed and discarded. The final product volume was adjusted to 85 ± 5 mL using buffer solution from Bag #1B. The cells were resuspended by gently agitating the container.

[0039] The entire contents of a CliniMACS® CD8 microbead kit and the CD19 microbead kit were added to the resuspended cells. The microbead kits include a colloid of magnetic antibodies specific to the cells of interest (e.g., CD8+ CD19+ cells) and Iron-Dextran. The container was mixed gently before incubating for 30 minutes at room temperature on a rotator at 25 rpm. The incubated cells were diluted to 450 mL with buffer solution from Bag #1B. The container was centrifuged at 1800 rpm for 15 minutes. Using a plasma extractor and an electronic scale, the supernatant containing excess microbeads was removed and discarded.

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The product volume was adjusted to 100 ± 2 mL with buffer solution from Bag #1B. The cells were resuspended by gently agitating the container.

[0040] The container and Buffer Bag #2 were connected to a CliniMACS® Plus instrument, and a CD8/CD19 depletion program was executed, which separates CD8+/CD19+ cells using a high-gradient magnetic separation column (Miltenyi). The magnetically-labeled CD8+CD19+ cells are retained in the magnetized column and separated from the unlabeled cells. The unlabeled cells are eluted out of the column and consist of a cell population depleted of CD8+/CD19+ cells. The CD8/CD19 depleted cells were collected in a "CD8/19 Depleted Product Preparation" Bag.

CD4/CD25 Enrichment

[0041] The CD8/CD19 depleted cells were diluted with cold (4-8°C) buffer (Buffer Bag #3) to a total volume of 380 mL. The cells were resuspended by gently agitating the CD8/19 Depleted Product Preparation Bag. The diluted product was cooled to 4-8°C in a refrigerator for 20 minutes.

[0042] The entire contents of a CliniMACS® CD25 microbead kit were combined with the diluted, cooled CD8/CD19 depleted cells in the CD8/19 Depleted Product Preparation Bag and the combination was mixed gently before incubating for 15 minutes at 4-8°C on a rotator at 25 rpm. The incubated cells were transferred to a 600 mL Transfer Pack™ container, and then diluted with buffer solution from Bag #3. The container was centrifuged at 1800 rpm for 15 minutes at room temperature. Using a plasma extractor and an electronic scale, the supernatant containing excess Microbead reagent was removed and discarded. The product volume was adjusted to 100 ± 2 mL with buffer solution from Bag #3. The cells were resuspended by gently agitating the container.

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[0043] The container and Buffer Bag #3 were connected to a CliniMACS® Plus instrument, and a CD4/CD25 enrichment program was executed. This protocol is similar to that described above, with the exception that the desired CD4+/CD25+ cells are selected for and undesired cells are washed out. CliniMACS® Magnetic Cell Separation Systems separate mixed cell populations in a magnetic field using an immunomagnetic label specific for the cells of interest (e.g., CD4+/CD25+ (bright), referred to as regulatory T-cells, or T-Reg). Thus, once the unlabeled cells were removed from the column, the retained cells (CD4+/CD25+ cells) were eluted by removing the magnetic field from the column, washing the cells out and collecting them. The resulting CD4+/CD25+ enriched cells were collected in a "CD25 Enriched Cell" Bag.

Results

[0044] Flow cytometry was used to determine the phenotypic characteristics of the selected population. The selection protocol yielded 98.7% CD4+ cells, 86.8% CD25+ cells, 0.0% CD8+ cells, and 0.1% CD20+ cells (see, Table 2 "Day 0," which is a representative data set and Figure 1, which includes the data shown in Table No. 2). FoxP3+ was used as a separate marker for T-reg cells.

[0045] **Table No. 2. CD4+/CD25+ Enriched Cells**

	Day 0
CD4+	98.7%
CD25+	86.8%
FoxP3+	44.0%
CD8+	0.0%
CD20+	0.1%

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Viability	94.9%
Cell #	1×10^7
Sterility	negative

[0046] The data in Table No. 2 demonstrate that the combined selection processes used for selecting T-reg cells were successful.

Example No. 2. T-Regulatory Cell Expansion

[0047] **Overview**: Enriched populations of T-reg cells obtained in Example No. 1 are expanded in the present example to provide therapeutically relevant numbers of T-reg cells.

Preparation of Cell Media

[0048] Growth medium was prepared by adding 100 mL 5% heat-inactivated AB serum (Valley Biomedical, Winchester, VA) to 1900 TexMACS medium (Mitlenyi Biotec, San Diego, CA). A sample of 2.2×10^7 IU of IL-2 (Prometheus Laboratories, San Diego, CA) was reconstituted in 1 mL of sterile water, then diluted with 9 mL growth medium to a final concentration of 2.2×10^6 IU/mL ("diluted IL-2"). An aliquot of 1.5 mL of 2.5 mg/mL Rapamycin (Sigma-Aldrich, St. Louis, MO) was diluted with 1.35 mL growth medium to a final concentration of 0.25 mg/mL ("diluted rapamycin"). To 1 mL 5% acetic acid, 20 mL sterile water was added to reach a final concentration of 40 mM. A 100 μg sample of TGF-β (Invitrogen, Carlsbad, CA) was reconstituted in 1 mL 40 mM acetic acid, then diluted with 8.77 mL TexMACS buffer and 0.23 mL AB serum, to a final concentration of 10 μg/mL. Reconstituted and diluted TGF-β was stored in 0.5 mL aliquots frozen at -20°C. As needed, TGF-β aliquots were thawed and diluted with 4.5 mL growth medium to a final concentration of

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1 μg/mL, and kept refrigerated at 2-8°C. Complete Growth Meeting (GM) was prepared by adding 900 μL diluted IL-2 solution, 800 μL diluted Rapamycin solution, and 2.0 mL thawed, diluted TGF-β solution to 2 L growth medium.

Cell expansion protocol

[0049] A population of CD4+/CD25+ enriched cells from Example No. 2 was split into fractions containing 3 x 10^7 total nucleated cells each in separate culture flasks (G-Rex100M, Wilson Wolf Manufacturing, New Brighton, MN) and diluted with 450 mL GM. CD3/CD28 ExpAct beads (Miltenyi) (0.6 mL, 2 x 10^8 beads/mL) was added to each flask to reach a 4:1 bead:cell ratio. GMP ExpAct® beads are composed of MACSi® Beads that have been coated with CD3 and CD28 antibodies. These beads provide non-specific stimulation signals required for the expansion of the T-reg cell population. The culture flasks were then incubated at 37°C, 5% CO_2 throughout a 21-day expansion protocol as described below and illustrated in Figure 2:

[0050] On Day 2 (D2), 200 μL diluted IL-2 solution was added to each flask.

[0051] On Day 5, 50 mL GM, 225 μL diluted IL-2 solution, 200 μL diluted Rapamycin, and 500 μL thawed, diluted TGF-β solution were added to each flask.

[0052] On Day 7, a sample was taken from each culture flask and a manual cell count was performed. Following sample collection, 50 mL GM, 250 μL diluted IL-2 solution, 220 μL diluted Rapamycin, and 550 μL thawed, diluted TGF-β solution were added to each flask. CD3/CD28 ExpAct bead solution was added to the culture flasks at a 1:1 bead:cell ratio, based on the manual cell count.

[0053] On Day 9, 50 mL GM, 272 μL diluted IL-2 solution, 240 μL diluted Rapamycin, and 600 μL thawed, diluted TGF-β solution were added to each flask. No further Rapamycin was added to the cultures after Day 9.

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[0054] On Day 12, 272 μL diluted IL-2 solution was added to each flask.

[0055] On Day 14, aliquots were collected of the supernatant from each flask for sterility testing. Cells in each flask were then resuspended, and aliquots were collected for in-process testing. After aliquot collection, 100 mL GM, 318 μL diluted IL-2 solution, and 700 μL thawed, diluted TGF-β solution were added to each flask.

[0056] On Day 16, 100 mL GM, 364 μL diluted IL-2 solution, and 800 μL diluted TGF-β solution were added to each flask.

[0057] On Day 19, 364 μL diluted IL-2 solution was added to each flask.

[0058] On Day 21, cells were resuspended, and aliquots were collected for a manual cell count. After aliquot collection, CD3/CD28 ExpAct beads were removed according to a manufacturer supplied Miltenyi Protocol.

Results

[0059] The cell expansion protocol yielded a 43-fold increase in cells, highly selected for CD4+ and CD25+ cells (see, Table No. 3, "Day 21." "Day 0" cells are the same as from Table No. 2 above).

[0060] **Table No. 3. CD4+/CD25+ Expanded Cells**

	Day 0	**Day 21**
CD4+	98.7%	99.5%
CD25+	86.8%	97.6%
FoxP3+	44.0%	46.5%
CD8+	0.0%	1.4%
CD20+	0.1%	0.1%

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Viability	94.9%	91.8%
Cell #	1×10^7	4.3×10^8
Fold Expansion	_	43 fold
Sterility	negative	negative

[0061] The observed yield of enriched and expanded CD4+/CD25+ T-reg cells is considerably greater than reported in the literature. Such an increase over the yields reported in the literature was unexpected. (Indeed, in subsequent clinical manufacturing of nine cellular products following the same protocols, the average yield was 91-fold (range 29-fold to 180 fold), which further demonstrates the repeatability of such unexpected yields (data not shown)). The results further show that there was not an outgrowth of undesirable CD8+ cells and that a high purity of CD4+/CD25+ T-reg cells was retained.

Example No. 3. Expansion of Fresh vs. Cryopreserved Leukapheresis Products

[0062] **Overview**: this example sought to compare the efficacy of the present methodologies for CD4+/CD25+ cell selection and expansion in fresh versus frozen leukapheresis samples.

[0063] A leukapheresis product from a healthy donor was split into two samples. The first sample [frozen sample] was treated according to the procedure in Example Nos. 1 and 2, *i.e.*, declumping buffer was prepared, and the cells were cryopreserved, thawed, T-reg cells were selected, and T-reg cells were expanded. For comparative purposes, the second sample [fresh sample] was not cryopreserved or exposed to buffer containing Pulmozyme®, but was otherwise treated according to the procedure in Example Nos. 1 and 2, *i.e.*, the T-reg cells were selected and expanded.

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Fresh vs. Frozen CD4+/CD25+ T-reg cell Immunosuppressive Capacity

[0064] The culture expanded CD4+/CD25+ T-reg cells from fresh and frozen samples were evaluated for their functional activity to suppress T cell responsiveness in a standard mixed lymphocyte proliferation assay (MLR) (*see* Bresatz S, Sadlon T, Millard D, Zola H, Barry SC. Isolation, propagation and characterization of cord blood derived CD4+ CD25+ regulatory T cells. J Immunol Methods 2007; 327: 53–62).

Results

[0065] Cryopreservation and thawing with the declumping buffer before selection and expansion had a negligible effect on the final cellular product when compared to the selected and expanded fresh sample (see Table No. 4 and Figure 3). Table No. 4 indicates the detailed characterization of the initial cell product at culture initiation and the final product of fresh versus frozen expanded cell populations. As seen in Table No. 4, characteristics of frozen cells and fresh cells are comparable both upon initiation of T-reg cell expansion and after the T-reg cells have undergone expansion.

[0066] **Table No. 4. Fresh vs. Frozen T-Reg Cell Products**

	Fresh		Frozen	
	Day 0	**Day 21**	**Day 0**	**Day 21**
Cells loaded	9.3×10^9	–	9.9×10^9	–
Cells recovered	4.1×10^7	–	3.8×10^7	–
CD4+	97.8%	99.6%	97.4%	97.6%
CD25+	45.0%	99.0%	30.7%	94.1%
FoxP3+	6.0%	41.4%	2.0%	41.7%

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CD8+	0.1%	1.3%	0.1%	0.0%
CD20+	0.1%	0.1%	0.0%	0.1%
Viability	95.4%	96.7%	92.6%	97.9%
Cell #	4.1×10^7	1.6×10^9	3.8×10^7	1.4×10^9
Fold Expansion	_	39.0 fold	_	36.8 fold
Sterility	negative	negative	Negative	negative

[0067] Moreover, as shown in Figure 4, enriched and expanded CD4+/CD25+ T-reg cells from fresh and frozen sources had nearly identical immunosuppressant effects.

[0068] Therefore, these unexpected results indicate for the first time that cryopreserved leukapheresis products that are thawed using the declumping buffer described above may be effectively enriched and expanded for CD4+/CD25+ T-reg cells and are equivalent to fresh cells. Indeed, using these techniques it has been demonstrated that T-reg cells generated from fresh apheresis product are not significantly different (in terms of growth potential, immunosuppressive function, viability and phenotypic characterization) than those generated from cryopreserved apheresis product.

Example No. 4. Immunosuppressive Capacity of Enriched and Expanded T-reg Cells obtained from Renal Failure Patients

[0069] **Overview**: to determine whether the enriched and expanded CD4+/CD25+ T-reg cells obtainable by the present disclosure from renal failure patients would be effective for immunosuppressive therapy. In this example, autologous apheresis products were taken from patients with renal failure who would be undergoing kidney transplants, CD4+/CD25+ T-reg

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cells were enriched and expanded as described above, and the enriched and expanded CD4+/CD25+ T-reg cells were tested for their immunosuppressive capacity.

[0070] T-reg cell enrichment and expansion

[0071] Apheresis products from Renal Failure Patients (defined as end-stage kidney disease patients who are undergoing living donor kidney transplantation) that were used in this T-reg cell feasibility study were obtained from consented donors under an IRB (Northwestern University) approved protocol (STU20666). The enrichment and expansion of CD4+/CD25+ T-reg cells were carried out as described above.

[0072] CD4+/CD25+ T-reg cell Immunosuppressive Capacity

[0073] The culture expanded CD4+/CD25+ T-reg cells from renal failure patients were evaluated for their functional activity to suppress T cell responsiveness in an MLR, as described above.

Results

[0074] Expansion, viability, and phenotypic characterization were all comparable to that observed from previous results (see Table No. 5).

[0075] Table No. 5. Renal Failure Patient CD4+/CD25+ T-reg Cells

	Patient #06 Day 0	Patient #06 Day 21	Patient #01 Day 0	Patient #01 Day 21
CD4+	98.7%	99.5%	96.3%	99.9%
CD25+	86.8%	97.6%	87.4%	99.8%
FoxP3+	44.0%	46.5%	59.2%	42.2%
CD8+	0.0%	1.4%	0.0%	1.9%
CD20+	0.1%	0.1%	0.1%	0.1%
Viability	94.9%	91.8%	93.3%	93.7%
Cell #	1×10^7	4.3×10^8	1.6×10^8	1.1×10^{10}
Fold Expansion	–	43 fold	–	69 fold
Sterility	negative	negative	negative	negative

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[0076] The culture expanded CD4+/CD25+ T-reg cells from renal failure patients (see Figure 5) had suppressive activity comparable to that of T-reg cells generated from normal donors (not shown). Therefore, these data indicate that enriched and expanded CD4+/CD25+ T-reg cells from renal failure patients (*i.e.*, individuals anticipating receiving a tissue transplant) may be useful as immunosuppressants and may be useful for treatment of rejection of allografts by host immune systems and graft versus host disease.

[0077] Having described the invention in detail and by reference to specific embodiments thereof, it will be apparent that modifications and variations are possible without departing from the scope of the invention defined in the appended claims. More specifically, although some aspects of the present invention are identified herein as particularly advantageous, it is contemplated that the present invention is not necessarily limited to these particular aspects of the invention. Percentages and amounts disclosed herein may vary in amount by ±10, 20, or 30%.

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CLAIMS

We claim:

1. A method for selecting and expanding a population of CD4+/CD25+ T-regulatory cells, comprising:

(a) collecting an apheresis sample from an individual;

(b) freezing the apheresis sample;

(c) thawing the apheresis sample;

(d) selecting a population of CD4+/CD25+ T-regulatory (T-reg) cells from the thawed apheresis sample; and

(e) culturing the selected population of CD4+/CD25+ T-reg cells to produce an expanded population of CD4+/CD25+ T-reg cells,

wherein the expanded population of CD4+/CD25+ T-reg cells is larger than the selected population of CD4+/CD25+ T-reg cells by a factor of about 40.

2. The method claim 1, wherein a percentage of CD4+ T-reg cells in the expanded population of CD4+/CD25+ T-reg cells differs from a percentage of CD4+ cells in an expanded population of CD4+/CD25+ T-reg cells selected from a fresh, non-frozen apheresis product by less than about 3%.

3. The method claim 1, wherein a percentage of CD25+ T-reg cells in the expanded population of CD4+/CD25+ T-reg cells differs from a percentage of CD25+ cells in an expanded population of CD4+/CD25+ T-reg cells selected from a fresh, non-frozen apheresis product by less than about 5%.

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4. A method for enriching and expanding CD4+/CD25+ T-regulatory (T-reg) cells from a cryopreserved apheresis product, comprising:

(a) thawing the apheresis sample;

(b) suspending the thawed sample in a buffer comprising HSA, $MgCl_2$, and Dornase alfa;

(c) selecting a population of CD4+/CD25+ T-regulatory (T-reg) cells from the suspended apheresis sample; and

(d) culturing the selected population of CD4+/CD25+ T-reg cells to produce an expanded population of CD4+/CD25+ T-reg cells,

wherein the expanded population of CD4+/CD25+ T-reg cells is larger than the selected population of CD4+/CD25+ T-reg cells by a factor of about 30.

5. A method for selecting CD25+ T-regulatory cells, comprising:

(a) thawing a cryopreserved apheresis product comprising T-cells;

(b) washing the product in a buffer comprising HSA, $MgCl_2$, and Dornase alfa;

(c) depleting the product of CD8+ and CD19+ cells by incubating the product with one or more capture surfaces comprising a binding agent for CD8+ and CD19+ cells;

(d) capturing the CD8+/CD19+ cells to the one or more surfaces;

(e) collecting the non-CD8+/CD19+ cells by washing the one or more surfaces with the buffer, thereby proving a CD8/ CD19 depleted product; and

(f) eluting cells captured on the capture surface for CD25+ cells with the buffer to provide a CD25+ enriched product;

wherein one or more of steps (c) though (f) use one or more buffers comprising HSA, $MgCl_2$, and Dornase alfa.

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6. A method for expanding a CD25+ cell population, comprising:

(a) culturing CD25+ cells in a growth media supplemented with Interleukin-2 (IL-2), rapamycin, and Transforming Growth Factor Beta (TGF-β) in the presence of one or more surfaces comprising an anti-CD3+ antibody and anti-CD28+ antibody for about two days;

(b) adding IL-2 to the growth media and culturing the cells for about three days;

(c) adding additional growth media and IL-2, rapamycin, and TFG-βand culturing the cells for about two days;

(d) adding additional growth media and IL-2, rapamycin, TGF-β, and one or more surfaces comprising an anti-CD3+ antibody and anti-CD28+ antibody and culturing the cells for about two days;

(e) adding IL-2, rapamycin, and TGF-β, and culturing the cells for about 3 days;

(f) adding IL-2 and culturing the cells for about 2 days;

(g) adding additional growth media, IL-2, and TGF-β, and culturing the cells for about three days;

(h) adding IL-2 and culturing the cells for about two days; and

(i) separating the cell culture from the one or more capture surfaces to provide an expanded CD25+ cell population,

wherein no additional rapamycin was added to the cells beyond 9 days of culture.

7. A kit for providing an expanded and enriched CD4+/CD25+ T-reg cell population, comprising:

(a) a buffer comprising HSA, $MgCl_2$, and Dornase alfa; and

(b) instructions for use.

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8. A kit for suppressing the immune system of an individual in need thereof, comprising:

(a) an expanded and enriched CD4+/CD25+ T-reg cell population; and

(b) instructions for use.

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ABSTRACT

Methods, compositions, and kits for generating therapeutically relevant populations of immunosuppressive T-reg cells are disclosed.

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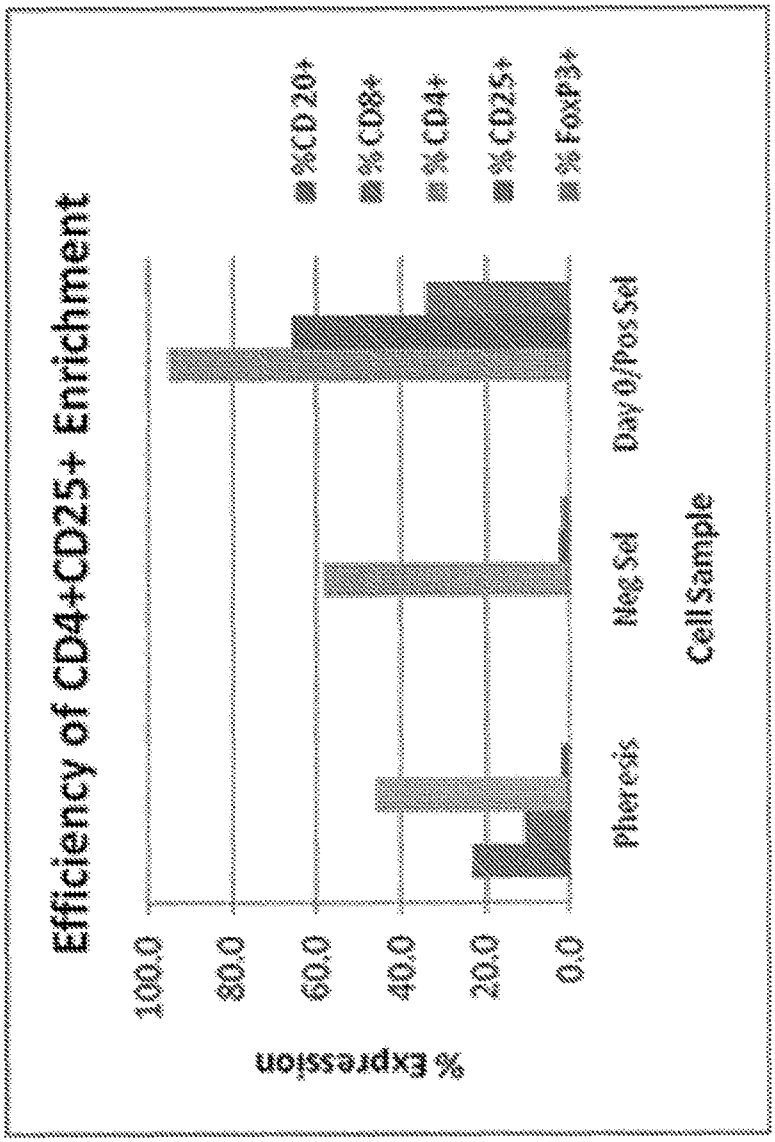

Figure 1

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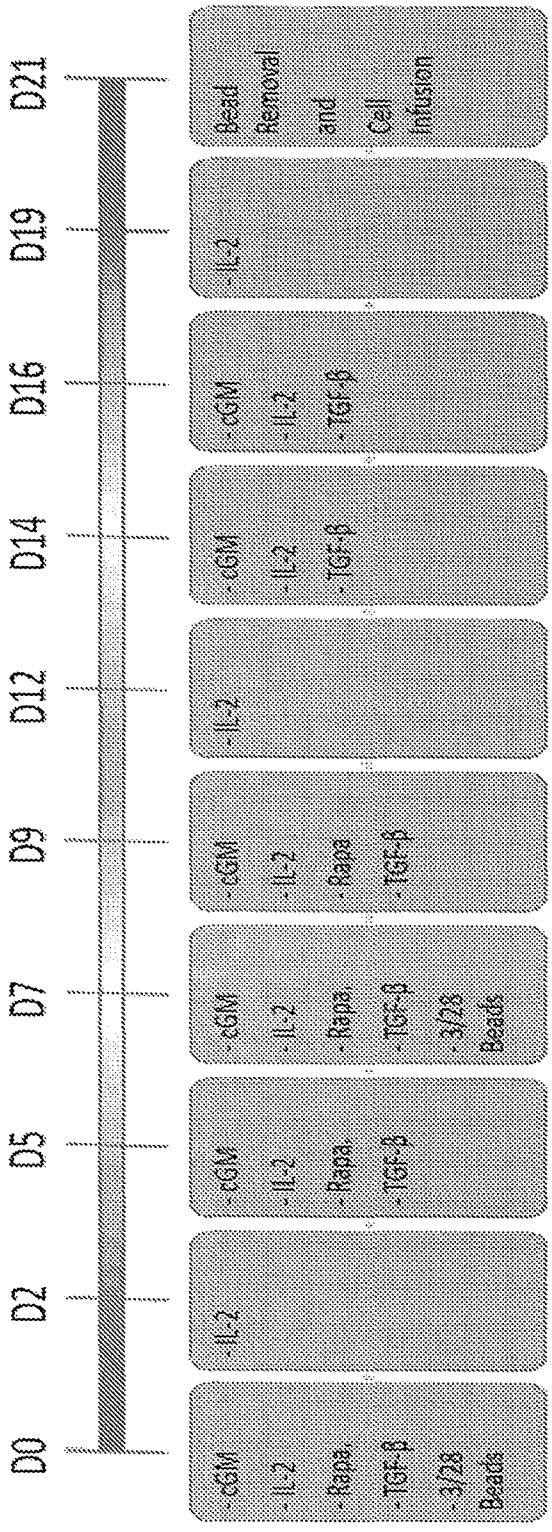

Figure 2

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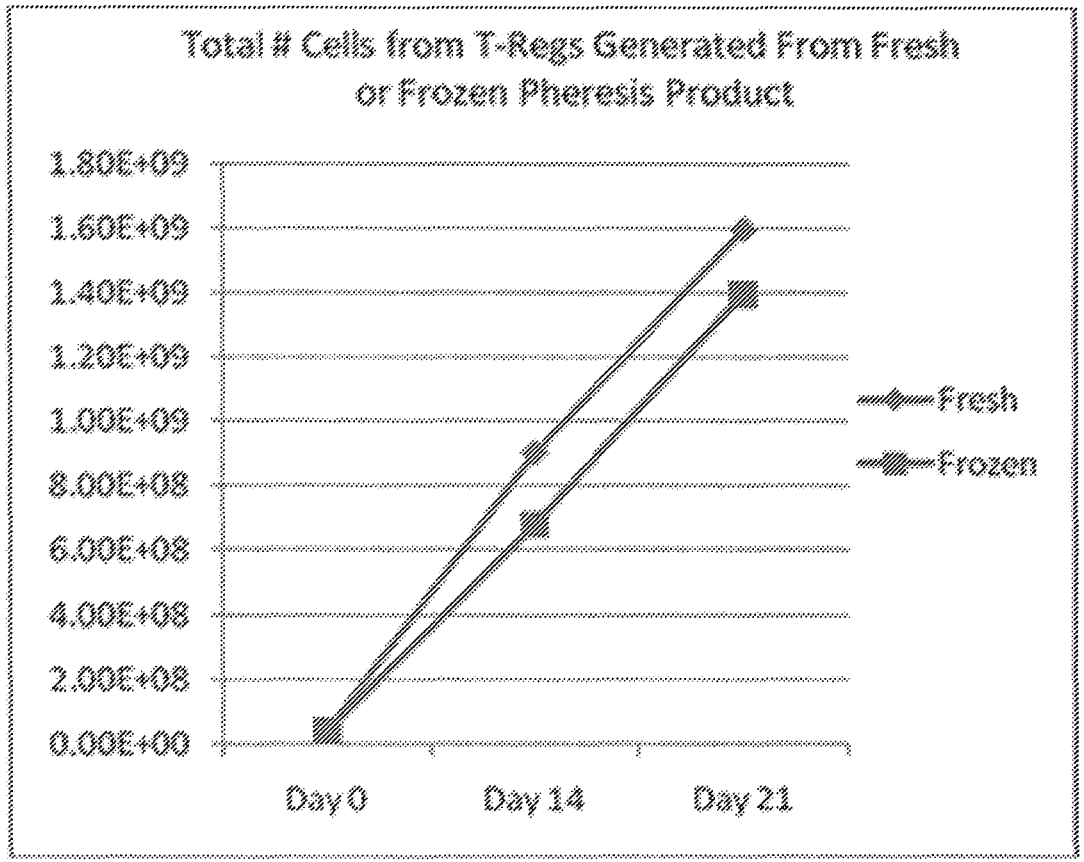

Figure 3

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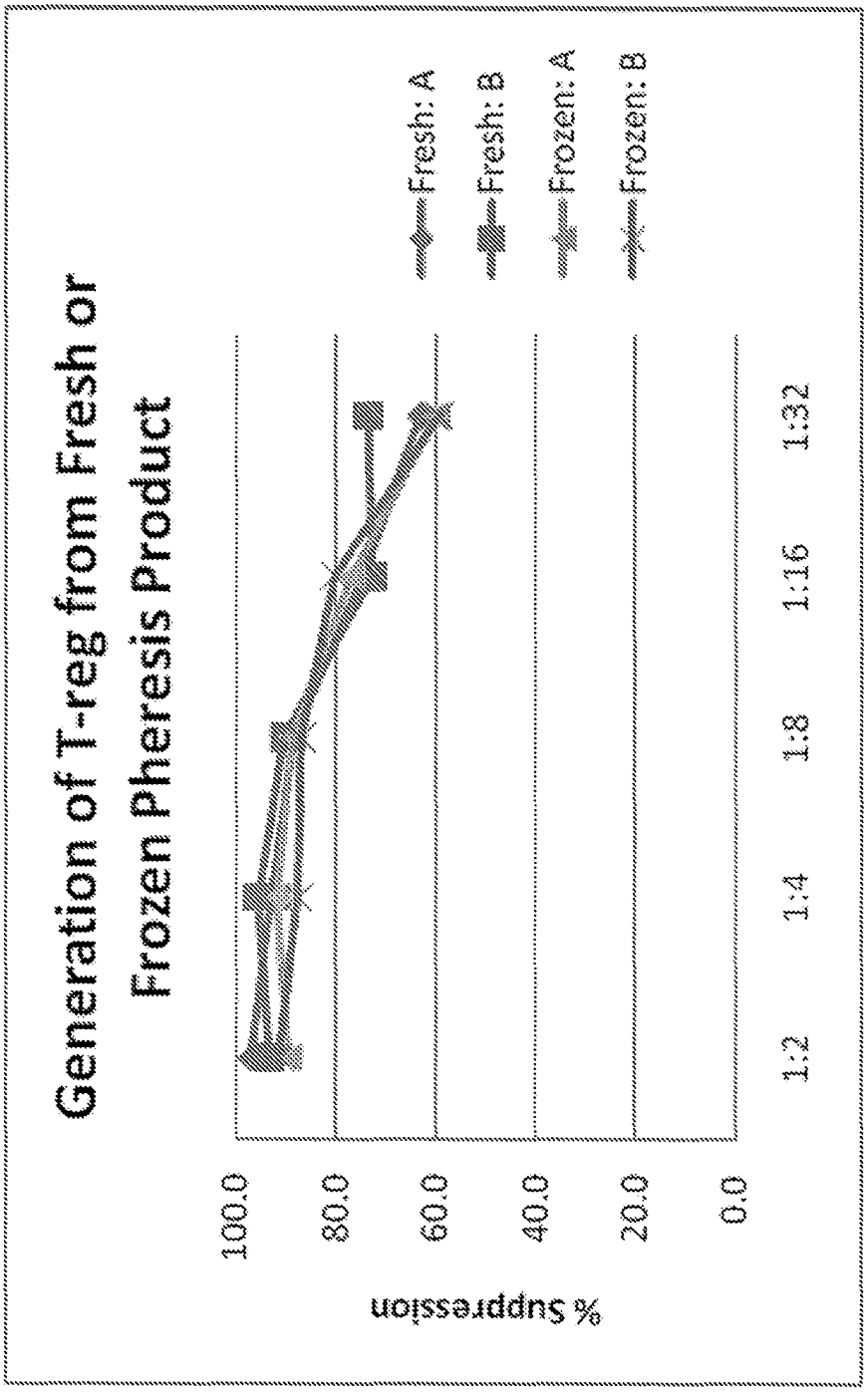

Figure 4

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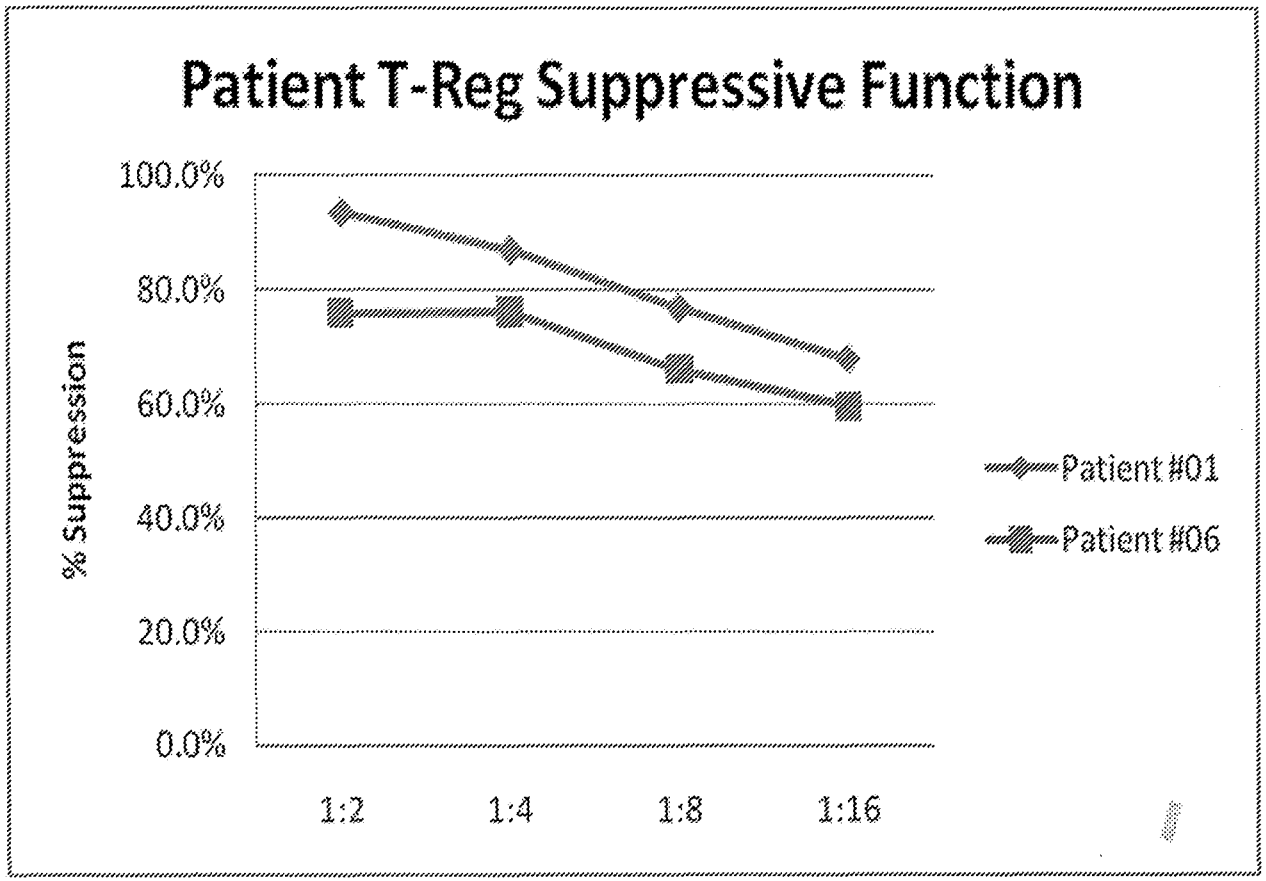

Figure 5

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