

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934  
(Amendment No. 1)\*

THE NASDAQ OMX GROUP, INC.

(Name of Issuer)

Common Stock, par value \$0.01 per share

(Title of Class of Securities)

631103108

(CUSIP Number)

Alan M. Klein, Esq.  
Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, NY 10017  
(212) 455-2000

(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

February 7, 2011

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 631103108

1. Names of Reporting Persons  
Investor AB

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)  
WC

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization  
Sweden

---

7. Sole Voting Power  
18,004,142

---

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With:

8. Shared Voting Power

---

9. Sole Dispositive Power  
18,004,142

---

10. Shared Dispositive Power

---

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
18,004,142

---

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

---

13. Percent of Class Represented by Amount in Row (11)  
10.2%\*

---

14. Type of Reporting Person (See Instructions)  
OO

---

---

\* Based on 175,782,883 outstanding Shares of the Issuer as of December 31, 2010, as provided by the Issuer.

CUSIP No. 631103108

---

1. Names of Reporting Persons  
Duba AB

---

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

---

(b)

---

3. SEC Use Only

---

4. Source of Funds (See Instructions)  
WC

---

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

6. Citizenship or Place of Organization  
Sweden

---

7. Sole Voting Power  
18,004,142

---

8. Shared Voting Power

---

9. Sole Dispositive Power  
18,004,142

---

10. Shared Dispositive Power

---

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
18,004,142

---

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

---

13. Percent of Class Represented by Amount in Row (11)  
10.2%\*

---

14. Type of Reporting Person (See Instructions)  
OO

---

---

\* Based on 175,782,883 outstanding Shares of the Issuer as of December 31, 2010, as provided by the Issuer.

CUSIP No. 631103108

---

1. Names of Reporting Persons  
Investor Trading AB

---

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)  
WC

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization  
Sweden

7. Sole Voting Power  
18,004,142

8. Shared Voting Power

9. Sole Dispositive Power  
18,004,142

10. Shared Dispositive Power

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
18,004,142

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)  
10.2%\*

14. Type of Reporting Person (See Instructions)  
OO

\* Based on 175,782,883 outstanding Shares of the Issuer as of December 31, 2010, as provided by the Issuer.

Investor AB, Duba AB and Investor Trading AB (each a "Reporting Person") relating to the Shares (the "Initial Statement" and, together with this Amendment No. 1, the "Schedule 13D"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Initial Statement.

**Item 3. Source and Amount of Funds or Other Consideration**

Item 3 of this Schedule 13D is hereby amended and supplemented as follows:

On February 7, 2011, Investor Trading AB entered into a Stock Purchase Agreement, dated as of February 7, 2011, among Investor Trading AB, Silver Lake Partners TSA, L.P., Silver Lake Investors, L.P., Silver Lake Partners II TSA, L.P. and Silver Lake Technology Investors II, L.P., a copy of which is attached hereto as Exhibit 4 and the terms of which are incorporated herein by reference (the "Stock Purchase Agreement"), to purchase 1,000,000 Shares for an aggregate purchase price of \$26,050,000, or \$26.05 per Share. Investor Trading AB obtained the funds to purchase such Shares from the working capital of the Reporting Persons.

**Item 5. Interest in Securities of the Issuer**

Item 5 of this Schedule 13D is hereby amended and restated as follows:

- (a) Each of the Reporting Persons may be deemed to be the beneficial owner of the 18,004,142 Shares held by Investor Trading AB (approximately 10.2% of the total number of outstanding Shares based on 175,782,883 outstanding Shares of the Issuer as of December 31, 2010, as provided by the Issuer).
- (b) Each of the Reporting Persons may be deemed to have the sole power to direct the voting and disposition of the 18,004,142 Shares held by Investor Trading AB.
- (c) Other than the 1,000,000 Shares purchased by Investor Trading AB pursuant to the Stock Purchase Agreement, to the best knowledge of the Reporting Persons, no transactions in the Shares have been effected since the date of the Initial Statement by any of the Reporting Persons or any of the other entities or individuals named in response to Item 2 hereof.
- (d) To the best knowledge of the Reporting Person, no one other than the Reporting Persons, or the holders of interests in the Reporting Persons, has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Shares.
- (e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

Item 6 of this Schedule 13D is hereby amended and supplemented as follows:

***Stock Purchase Agreement***

As noted in Item 3 hereof, on February 7, 2011, Investor Trading AB entered into the Stock Purchase Agreement to purchase 1,000,000 Shares for an aggregate purchase price of \$26,050,000, or \$26.05 per Share.

**Item 7. Materials to be Filed as Exhibits**

Item 7 of this Schedule 13D is hereby amended and supplemented as follows:

5

---

Exhibit 4      Stock Purchase Agreement, dated as of February 7, 2011, among Investor Trading AB, Silver Lake Partners TSA, L.P., Silver Lake Investors, L.P., Silver Lake Partners II TSA, L.P. and Silver Lake Technology Investors II, L.P.

6

---

**Signatures**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: February 9, 2011

**INVESTOR AB**

By:      /s/ Petra Hedengran  
Name:    Petra Hedengran  
Title:    Managing Director and General Counsel

By: /s/ Johan Bygge  
Name: Johan Bygge  
Title: Chief Financial Officer

**DUBA AB**

By: /s/ Johan Bygge  
Name: Johan Bygge  
Title: Chairman

By: /s/ Anders Eckerwall  
Name: Anders Eckerwall  
Title: Director

**INVESTOR TRADING AB**

By: /s/ Johan Bygge  
Name: Johan Bygge  
Title: Managing Director

By: /s/ Anders Eckerwall  
Name: Anders Eckerwall  
Title: Director

Signature Page to Schedule 13D

**EXHIBIT INDEX**

Exhibit 4      Stock Purchase Agreement, dated as of February 7, 2011, among Investor Trading AB, Silver Lake Partners TSA, L.P., Silver Lake Investors, L.P., Silver Lake Partners II TSA, L.P. and Silver Lake Technology Investors II, L.P.

## STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "Agreement") is made and entered into as of February 7, 2011 by and between each of the sellers named in Schedule I hereto (each, a "Seller," and, collectively, the "Sellers"), on the one hand, and Investor Trading AB (the "Purchaser"), on the other hand.

### RECITALS

WHEREAS, the Purchaser desires to purchase from each of the Sellers, and each such Seller desires to sell to the Purchaser, the number of shares of common stock, par value \$0.01 per share, of The NASDAQ OMX Group, Inc., a Delaware corporation (the "Company"), set forth opposite such Seller's name on Schedule I hereto (the "Purchased Shares") upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and of the mutual representations, covenants, and obligations hereinafter set forth, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

### AGREEMENT

#### ARTICLE I PURCHASE AND SALE OF PURCHASED SHARES

1.1 Incorporation of Recitals. The Purchaser and each of the Sellers hereby stipulate, acknowledge and affirm as being accurate each of the foregoing Recitals, and each of the Recitals is hereby incorporated as part of this Agreement.

1.2 Purchase and Sale of Purchased Shares. Subject to the terms and conditions of this Agreement, each Seller agrees to sell, severally and not jointly, to the Purchaser, and the Purchaser agrees to purchase from each such Seller, such Seller's Purchased Shares at a purchase price of \$26.05 per Purchased Share (the "Purchase Price").

1.3 Closing Payment and Delivery of Purchased Shares. The Purchase Price in respect of each Seller's Purchased Shares shall be payable on the third business day after the day hereof (the "Closing Date") by wire transfer of immediately available funds to the account of such Seller to be designed by such Seller to the Purchaser. On the Closing Date, each of the Sellers shall deliver, or cause to be delivered, to the Purchaser such Seller's Purchased Shares in book-entry form.

#### ARTICLE II REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF THE SELLERS

Each of the Sellers, severally and not jointly, hereby represents and warrants to, and agrees with, the Purchaser, as of the date hereof and as of the Closing Date, as follows:

2.1 Such Seller is a limited partnership, duly formed, validly existing and in good standing under the laws of its jurisdiction of formation and has the limited partnership power to consummate the transactions contemplated by this Agreement. Such Seller has the full legal right, power and authority to sell, assign, transfer and convey such Seller's Purchased Shares in accordance with the terms of this Agreement, and the delivery to the Purchaser of such Seller's Purchased Shares pursuant to the terms of this Agreement will transfer to the Purchaser good, valid and legal title to such Seller's Purchased Shares, free and clear of any liens or encumbrances, other than as pursuant to any agreement to which the Purchaser is a party or as are imposed by applicable securities laws.

2.2 The execution, delivery and performance by such Seller of this Agreement and the consummation of the transactions contemplated hereby are within the limited partnership power and authority of such Seller and have been duly authorized by all necessary action on the part of such Seller. The execution, delivery and performance by such Seller of this Agreement and the consummation of the transactions contemplated hereby require no approval of or filing with, or other action by such Seller in respect of, any governmental body, agency or any other person, other than as may be required under Section 13 or Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

2.3 This Agreement has been (a) duly executed and delivered by such Seller and (b) constitutes a legal, valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms.

2.4 Neither the execution and the delivery of this Agreement nor the consummation of the transactions contemplated hereby will (a) violate in a material respect any statute, rule or order of any governmental agency or court to which such Seller is subject; (b) result in a material breach of, constitute a default under or conflict with any material agreement to which such Seller is a party or to or by which such Seller is subject or bound; or (c) conflict with or result in a breach of any provision of the limited partnership agreement of such Seller.

2.5 Such Seller (a) is the sole record and beneficial owner of each of such Seller's Purchased Shares, (b) has good and marketable title to each of such Seller's Purchased Shares and (c) has the full right, power and authority to transfer and deliver to the Purchaser valid title to such Seller's Purchased Shares, free and clear of any liens or encumbrances, except as are imposed by applicable securities laws. Immediately following the Closing, the Purchaser (x) will be the sole record and beneficial owner of such Seller's Purchased Shares and (y) will have good and marketable title to such Seller's Purchased Shares, free and clear of any liens or encumbrances, other than as pursuant to any agreement to which the Purchaser is a party or as are imposed by applicable securities laws.

2.6 No investment bank, financial advisor, broker or finder has acted for such Seller in connection with this Agreement or the transactions contemplated hereby, and no investment bank, financial advisor, broker or finder is entitled to any brokerage or finder's fee or other commissions in respect of such transactions based upon agreements, arrangements or understandings made by or on behalf of such Seller.

ARTICLE III  
REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF THE PURCHASER

The Purchaser hereby represents and warrants to, and agrees with, each of the Sellers, as of date hereof and as of the Closing Date, as follows:

3.1 The Purchaser is a limited liability company, duly formed, and validly existing under the laws of its jurisdiction of formation, and has the power to consummate the transactions contemplated by this Agreement.

3.2 The execution, delivery and performance by the Purchaser of this Agreement and the consummation of the transactions contemplated hereby are within the limited liability company power and authority of the Purchaser and have been duly authorized by all necessary action on the part of the Purchaser. The execution, delivery and performance by the Purchaser of this Agreement and the consummation of the transactions contemplated hereby require no approval of or filing with, or other action by the Purchaser in respect of, any governmental body, agency or any other person, other than as may be required under Section 13 or Section 16 of the Exchange Act.

3.3 This Agreement has been (a) duly executed and delivered by the Purchaser and (b) constitutes a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms.

3.4 Neither the execution and the delivery of this Agreement nor the consummation of the transactions contemplated hereby will (a) violate in a material respect any statute, rule or order of any governmental agency or court to which the Purchaser is subject; (b) result in a material breach of, constitute a default under or conflict with any material agreement to which the Purchaser is a party or to or by which the Purchaser is subject or bound; or (c) conflict with or result in a breach of any provision of the articles of association of the Purchaser.

3.5 No investment bank, financial advisor, broker or finder has acted for the Purchaser in connection with this Agreement or the transactions contemplated hereby, and no investment bank, financial advisor, broker or finder is entitled to any brokerage or finder's fee or other commissions in respect of such transactions based upon agreements, arrangements or understandings made by or on behalf of the Purchaser.

3.6 The Purchaser understands that the Purchased Shares are being sold to it in reliance on specific exemptions from the registration requirements of the United States federal and state securities laws. The Purchaser can bear the economic risk of its investment in the Purchased Shares and is able, without impairing its financial condition, to hold the Purchased Shares for an indefinite period of time and to suffer a complete loss of such investment. The Purchaser acknowledges that the Purchased Shares may not be resold unless subsequently registered under the Securities Act of 1933, as amended, or unless an exemption from such registration is available. The Purchaser has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Purchased Shares and the other transactions contemplated hereby, and is entering into such transactions with a full understanding of all of the terms, conditions and risks thereof and

---

willingly assumes such terms, conditions and risks. The Purchaser acknowledges and agrees that it has made its own inquiry and investigation into, and, based thereon, has formed an independent judgment concerning, the Company and its business and operations. The Purchaser agrees that, except for the representations and warranties of the Sellers as expressly set forth in Article II hereof, none of the Sellers or their respective affiliates, or any of their respective representatives, makes or has made, or shall be deemed to have made, to the Purchaser or any of its affiliates, or any of their respective representatives, any representation or warranty of any kind, and no person has been authorized by any of the Sellers to make any representation or warranty relating to the Company or its business or operations or otherwise in connection with the purchase and sale of the Purchased Shares and the other transactions contemplated hereby and, if made, any such representation or warranty may not be relied upon.

3.7 As of the date hereof, the Purchaser has, and on the Closing Date the Purchaser will have, funds readily and unconditionally available sufficient to fund the purchase of all of the Purchased Shares contemplated hereunder.

ARTICLE IV  
CONDITIONS TO THE PARTIES' OBLIGATIONS

4.1 Conditions to the Obligations of the Purchaser. The Purchaser's obligations to effect the transactions set forth in Article I shall be subject to the fulfillment (or waiver by the Purchaser) at the closing of the transactions contemplated hereby (the "Closing") of the following conditions:

4.1.1 Representations and Warranties. The representations and warranties made by the Sellers in Article II hereof shall be true and correct in all material respects as of, and as if made on, the date of this Agreement and as of the Closing Date.

4.1.2 Performance. Each of the Sellers shall have performed and complied in all material respects with each agreement, covenant and obligation required by this Agreement to be so performed or complied with by each of the Sellers at or before the Closing.

4.2 Conditions to the Obligations of the Sellers. Each Seller's joint and several obligations to effect the transactions set forth in Article I shall be subject to the fulfillment (or waiver by such Seller) at the Closing of the following conditions:

4.2.1 Representations and Warranties. The representations and warranties made by the Purchaser in Article III hereof shall be true and correct in all material respects as of, and as if made on, the date of this Agreement and as of the Closing Date.

4.2.2 Performance. The Purchaser shall have performed and complied with in all material respects each agreement, covenant and obligation required by this Agreement to be so performed or complied with by the Purchaser at or before the Closing.

---





5.8 Governing Law. This Agreement, and any claims arising with respect to the subject matter hereof, shall be governed by and construed in accordance with the laws of the State of New York, without regard to, or otherwise giving effect to, any body of law or other rule that would cause or otherwise require the application of the laws of any other jurisdiction.

---

5.9 Venue; Jurisdiction. Any action or proceeding against either the Purchaser or any of the Sellers relating in any way to this Agreement may be brought exclusively in the courts of the State of New York or (to the extent subject matter jurisdiction exists therefore) the United States District Court for the District of New York, and the Purchaser and each of the Sellers irrevocably submit to the jurisdiction of both such courts in respect of any such action or proceeding. Any actions or proceedings to enforce a judgment issued by one of the foregoing courts may be enforced in any jurisdiction.

5.10 Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH OF THE PURCHASER AND THE SELLERS HEREBY WAIVES AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE OR ACTION, CLAIM, CAUSE OF ACTION OR SUIT (WHETHER IN CONTRACT, TORT OR OTHERWISE), INQUIRY, PROCEEDING OR INVESTIGATION ARISING OUT OF, OR BASED UPON, THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE TRANSACTIONS CONTEMPLATED HEREBY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING. EACH OF THE PURCHASER AND THE SELLERS ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER PARTIES THAT THIS SECTION 5.10 CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH SUCH PARTIES ARE RELYING AND WILL RELY IN ENTERING INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. THE PURCHASER OR ANY OF THE SELLERS MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 5.10 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

5.11 No Strict Construction. The parties have participated jointly in the negotiation and drafting of this Agreement with counsel sophisticated in transactions of this type. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

*[The remainder of this page has been intentionally left blank; signature pages follow.]*

---

IN WITNESS WHEREOF, the Purchaser and each of the Sellers have caused this Agreement to be duly executed as of the date hereof.

THE PURCHASER:

**INVESTOR TRADING AB**

By: /s/ Petra Hedengran  
Name: Petra Hedengran  
Title: Managing Director

---

THE SELLERS:

**SILVER LAKE PARTNERS TSA, L.P.**

By: SILVER LAKE TECHNOLOGY ASSOCIATES, L.L.C., its General Partner

By: /s/ Karen M. King  
Name: Karen M. King  
Title: Managing Director

---

**SILVER LAKE INVESTORS, L.P.**

By: SILVER LAKE TECHNOLOGY ASSOCIATES, L.L.C., its General Partner

By: /s/ Karen M. King  
Name: Karen M. King  
Title: Managing Director

---

**SILVER LAKE PARTNERS II TSA, L.P.**

By: SILVER LAKE TECHNOLOGY ASSOCIATES II, L.L.C., its General Partner

By: /s/ Karen M. King

Name: Karen M. King

Title: Managing Director

---

**SILVER LAKE TECHNOLOGY INVESTORS II, L.P.**

By: SILVER LAKE TECHNOLOGY ASSOCIATES II, L.L.C., its General Partner

By: /s/ Karen M. King

Name: Karen M. King

Title: Managing Director

---

SCHEDULE I

<u>Seller</u>	<u>Purchase Price per Purchased Share</u>	<u>Number of Purchased Shares</u>	<u>Total Purchase Price</u>
Silver Lake Partners TSA, L.P.	\$ 26.05	146,922	\$ 3,827,318.10
Silver Lake Investors, L.P.	\$ 26.05	4,135	\$ 107,716.75
Silver Lake Partners II TSA, L.P.	\$ 26.05	847,762	\$ 22,084,200.10
Silver Lake Technology Investors II, L.P.	\$ 26.05	1,181	\$ 30,765.05

---