

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

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 2)*

The Nasdaq Stock Market, Inc.
(Name of Issuer)

Common Stock (par value \$0.01 per share)
(Title of Class of Securities)

63110318
(CUSIP Number)

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

September 20, 2007
(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(b) 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).

1	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) OMX AB	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Sweden	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 14,834,919
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 14,834,919	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.3%	
14	TYPE OF REPORTING PERSON CO	

This Amendment No. 2 (“Amendment No. 2”) to Schedule 13D amends and supplements the statement on Schedule 13D originally filed on June 4, 2007 (as amended, the “Schedule 13D”) , as amended by Amendment No. 1 to the Schedule 13D filed on August 29, 2007, relating to the common stock, par value \$0.01 per share (the “Common Stock”), of The Nasdaq Stock Market, Inc., a Delaware corporation (the “Issuer”). The principal executive offices of the Issuer are located at One Liberty Plaza, New York, NY 10006. Unless otherwise indicated, each capitalized term used but not defined herein shall have the meaning assigned to such term in the Schedule 13D.

The responses to Item 4 (Purpose of Transaction), Item 6 (Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer) and Item 7 (Material to be filed as Exhibits) are hereby amended as follows.

Item 4. Purpose of Transaction.

The response set forth in Item 4 of the Schedule 13D is hereby amended by adding to the end of Item 4 the following:

On September 20, 2007, the Issuer and Borse Dubai announced that they had come to an agreement regarding their respective offers for the outstanding shares of OMX.

In connection with the foregoing, OMX executed a Supplement, dated September 20, 2007 (the “Supplement”), to the Transaction Agreement. Pursuant to the Supplement, OMX waived its rights under the nonsolicitation, no-shop and standstill provisions of the Transaction Agreement with respect to the transactions contemplated by the Issuer's September 20, 2007 press announcement. In addition, the Supplement amends certain governance arrangements in the Transaction Agreement. The foregoing description of the Supplement is qualified in its entirety by reference to the Supplement included as Exhibit 99.6 to this Statement.

On September 20, 2007, OMX issued a press release announcing that the board of directors of OMX had noted the joint announcement by the Issuer and Borse Dubai and the OMX board of directors would consider the proposed structure in due course. A copy of the press release is attached hereto as Exhibit 99.7 and is incorporated herein by reference.

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

The response set forth in Item 6 of the Schedule 13D is hereby amended by adding to the end of Item 6 the following:

Exhibit 99.6 is incorporated herein by reference.

Item 7. Material to be filed as Exhibits.

The response set forth in Item 7 of the Schedule 13D is hereby amended by adding to the end of Item 7 the following:

99.6 Supplement dated September 20, 2007.

99.7 Press release dated September 20, 2007.

SIGNATURE

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.

Date: September 21, 2007

OMX AB

By: /s/ Magnus Billing _____
Name: Magnus Billing
Title: General Counsel

SUPPLEMENT

SUPPLEMENT (this "Supplement") dated as of September 20, 2007 among The Nasdaq Stock Market, Inc., a Delaware corporation ("Nasdaq"), and OMX AB, a company duly incorporated and organized under the laws of Sweden ("OMX").

WHEREAS, on May 25, 2007, Nasdaq and OMX entered into a Transaction Agreement (the "May 25 Agreement") providing for, among other things, Nasdaq to make a public tender offer to acquire all of the Shares in consideration of a combination of cash and Nasdaq common stock (the "Nasdaq Offer");

WHEREAS, on May 25, 2007, Nasdaq and OMX issued a press release announcing the terms of the Nasdaq Offer and the recommendation of the OMX Board that OMX shareholders accept the Nasdaq Offer, which recommendation was reiterated by the OMX Board on June 5, 2007;

WHEREAS, on August 9, 2007, Borse Dubai Limited, a company registered in the Dubai International Financial Centre in Dubai with company number 0447 ("Dubai") announced that it was in the process of purchasing Shares and entering into option arrangements to acquire Shares (the "Dubai Options");

WHEREAS, on August 17, 2007, Dubai announced (the "Dubai Offer Announcement") a public tender offer to acquire all of the Shares for SEK 230 in cash (the "Dubai Offer");

WHEREAS, on September 20, 2007 Nasdaq and Dubai entered into a binding letter agreement (the "Nasdaq Dubai Agreement") providing for, among other things, (i), subject to the satisfaction of certain conditions, Nasdaq to withdraw the Nasdaq Offer and (ii) Dubai to sell all of the Shares acquired by it in the Dubai Offer and upon exercise of the Dubai Options to Nasdaq, all of the foregoing in accordance with the terms of the Nasdaq Dubai Agreement; and

WHEREAS, the Parties have concluded a Confidentiality Agreement dated March 12, 2007.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter set forth, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

Section 1.1 Capitalized terms used but not defined herein shall have the meaning assigned to them in the May 25 Agreement.

Section 1.2 This Supplement only supplements and does not replace the May 25 Agreement. In the event any terms of this Supplement and the May 25 Agreement conflict, it is the

intention of the Parties hereto that the terms of this Supplement shall govern the relationship between the Parties.

ARTICLE II

WAIVER

Section 2.1 OMX hereby waives in all respects its rights under the provisions of Section 6 and 7 of the May 25 Agreement with respect to the transactions contemplated by the Nasdaq Dubai Agreement and the sale of the shares by Nasdaq of shares of the London Stock Exchange Group plc and confirms that clause (ii) of Section 7 of the May 25 Agreement was made applicable by virtue of the Dubai Offer.

ARTICLE III

GOVERNANCE

Section 3.1 As of the consummation of the transactions contemplated by the Nasdaq Dubai Agreement, the Nasdaq Board shall consist of sixteen directors, comprised of (a) nine individuals from (or nominated by) the Nasdaq Board as of immediately prior to the consummation of the transactions contemplated by the Nasdaq Dubai Agreement, (b) Nasdaq's chief executive officer, (c) four individuals from (or proposed for nomination by) the OMX Board as of immediately prior to the consummation of the transactions contemplated by the Nasdaq Dubai Agreement and (c) two individuals proposed for nomination by Dubai immediately prior to the Closing. It is acknowledged and agreed that, with respect to the individuals from (or proposed for nomination by) the OMX Board or by Dubai, (i) all such individuals must be reasonably acceptable to Nasdaq, (ii) with respect to the individuals designated by the OMX Board, three of such individuals must be "independent" for purposes of Nasdaq's director independence standards, and (iii) with respect to the individuals designated by Dubai, both of such individuals must be "independent" for purposes of Nasdaq's director independence standards.

Section 3.2 As of the consummation of the transactions contemplated by the Nasdaq Dubai Agreement, (a) OMX may elect to have one-fourth of the members of each committee of the Nasdaq Board be selected from the directors selected from (or proposed for nomination by) the OMX Board as contemplated by Section 3.1, and (ii) Dubai may elect to have one member of the Audit, Executive, Finance, and Management Compensation and Nominating committees of the Nasdaq Board be selected from the directors proposed for nomination by Dubai, in both cases as contemplated by Section 3.1 and subject to applicable law, regulation or stock exchange listing standard.

ARTICLE IV

MISCELLANEOUS

Section 4.1 This Supplement shall terminate upon the earlier of (i) termination of the Nasdaq Dubai Agreement or (ii) termination of the May 25 Agreement. In the event of such termination, this Supplement shall be of no further force or effect, provided, however, that (i) this

Section 4.1 and Section 4.9 shall survive the termination of this Supplement and shall remain in full force and effect, and (ii) the termination of this Supplement shall not relieve any party from any liability for any material breach of any warranty, covenant or other provision in this Supplement.

Section 4.2 Each of the Parties to this Supplement confirms that this Supplement represents the entire understanding and constitutes the whole agreement between the Parties in relation to its subject matter and supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any Representative of either of the Parties, except the Confidentiality Agreement dated March 12, 2007 as amended and the May 25 Agreement.

Section 4.3 This Supplement may only be amended by an instrument in writing duly executed by the Parties. No change, termination, modification or waiver of any provision, term or condition of this Supplement shall be binding on the Parties, unless it is made in writing.

Section 4.4 All notices and other communications required or permitted under this Supplement must be in writing and shall be deemed to have been received by a party when: (i) delivered by post, unless actually received earlier, on the third business day after posting, if posted with inland mail, or the fifth Business Day, if posted with international mail; or (ii) delivered by hand, on the day of delivery. All such notices and communications shall be addressed to the Parties' respective addresses set out in the Introductory section of the May 25 Agreement:

Section 4.5 This Supplement shall be binding upon and inure to the benefit of the successors of the Parties but shall not be assignable by any of the Parties without the prior written consent of the other party.

Section 4.6 The headings in this Supplement are for convenience only and shall not affect the interpretation of any provision of this Supplement.

Section 4.7 This Supplement is not intended to, and does not, confer upon any person other than the Parties hereto any rights or remedies hereunder.

Section 4.8 If any provision of this Supplement or the application of it shall be declared or deemed void, invalid or unenforceable in whole or in part for any reason, the Parties shall amend this Supplement as shall be necessary to give effect to the spirit of this Supplement so far as possible. If the Parties fail to amend this Supplement, the provision which is void, invalid or unenforceable, shall be deleted and the remaining provisions of this Supplement shall continue in full force and effect.

Section 4.9 This Supplement shall be governed by and construed in accordance with the laws of Sweden. Any dispute, controversy or claim arising out of, or in connection with, this Supplement, or the breach, termination or invalidity of this Supplement, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English. The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral

proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of all Parties hereto. In case this Supplement or any part of it is assigned or transferred to a third party, such third party shall automatically be bound by the provisions of this arbitration clause.

OMX AB (PUBL)

By: /s/ Magnus Böcker
Name: Magnus Böcker
Title: CEO

THE NASDAQ STOCK MARKET, INC.

By: /s/ Robert Greifeld
Name: Robert Greifeld
Title: President and CEO



Press release, September 20, 2007

The Board of OMX response to the joint announcement by NASDAQ and Borse Dubai

The Board of OMX ("OMX") notes the joint announcement by The NASDAQ Stock Market Inc ("NASDAQ") and Borse Dubai. The Board of OMX will assess the implications of the structure for shareholders and update OMX shareholders in due course.

"As being one of Europe's most attractive exchanges, our initial response is that the competitiveness for the OMX Nordic Exchange will be secured going forward. In parallel, the possibilities for expansion in the Middle East for OMX exchange technology through NASDAQ's investment in DIFX, will increase," says Urban Bäckström, Chairman of OMX.

To enable NASDAQ and Borse Dubai to enter into the relevant arrangements, OMX has accepted certain amendments to its Transaction agreement with NASDAQ.

A press and analyst meeting will be held today at 13.30 CET at OMX Headquarters, Tullvaktsvägen 15, Stockholm. Urban Bäckström, Chairman of OMX and Magnus Böcker, CEO of OMX will host the press meeting.

If you are unable to attend the meeting in person, you can listen in via: Sweden: + 46 (0) 850 520 270 UK: + 44 (0) 208 817 9301 US: + 1 718 354 1226

The meeting will also be webcasted and can be found on www.omxgroup.com.

For more information, please contact:

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About OMX | OMX is a leading expert in the exchange industry. The OMX Nordic Exchange comprises over 800 companies including its alternative market First North. OMX provides technology to over 60 exchanges, clearing organizations and central securities depositories in over 50 countries. The Nordic Exchange is not a legal entity but describes the common offering from OMX exchanges in Helsinki, Copenhagen, Stockholm, Iceland, Tallinn, Riga, and Vilnius. OMX is a Nordic Large Cap company in the Financials sector on the OMX Nordic Exchange. For more information, please visit www.omxgroup.com.

This information is disclosed according to applicable law and exchange rules.

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EFFICIENT SECURITIES TRANSACTIONS



Cautionary Note Regarding Forward-Looking Statements

Information set forth herein contains forward-looking statements, which involve a number of risks and uncertainties. OMX cautions readers that any forward-looking information is not a guarantee of future performance and that actual results could differ materially from those contained in the forward-looking information. Such forward-looking statements include, but are not limited to, statements about the benefits of NASDAQ's offer, the proposed business combination transaction involving NASDAQ and OMX, including estimated revenue and cost synergies, the combined group's plans, objectives, expectations and intentions, the unsolicited public offer from Borse Dubai and other statements that are not historical facts. Additional risks and factors are identified in NASDAQ's filings with the U.S. Securities Exchange Commission (the "SEC"), including its Report on Form 10-K for the fiscal year ending December 31, 2006 which is available on NASDAQ's website at <http://www.NASDAQ.com> and the SEC's website at www.sec.gov. and in OMX's filings with the Swedish Financial Supervisory Authority (Sw. Finansinspektionen) (the "SFSA") including its annual report for 2006, which is available on OMX's website at <http://www.omxgroup.com>. OMX undertakes no obligation to publicly update any forward-looking statement, whether as a result of new information, future events or otherwise.

Notice to OMX Shareholders

While NASDAQ's offer is being made to all holders of OMX shares, this document does not constitute an offer to purchase, sell or exchange or the solicitation of an offer to purchase, sell or exchange any securities of OMX or an offer to purchase, sell or exchange or the solicitation of an offer to purchase, sell or exchange any securities of NASDAQ in any jurisdiction in which the making of NASDAQ's offer or the acceptance of any tender of shares therein would not be made in compliance with the laws of such jurisdiction. In particular, NASDAQ's offer is not being made, directly or indirectly, in or into Australia, Canada, Japan or South Africa. While NASDAQ reserves the right to make the offer in or into the United Kingdom or any other jurisdiction pursuant to applicable exceptions or following appropriate filings and prospectus or equivalent document publication by NASDAQ in such jurisdictions, pending such filings or publications and in the absence of any such exception NASDAQ's offer is not made in any such jurisdiction.

Additional Information About this Transaction

In connection with the proposed business combination transaction, NASDAQ filed on August 7, 2007 with the SEC a Registration Statement on Form S-4 that includes a proxy statement of NASDAQ and also constitutes a prospectus of NASDAQ. **Investors and security holders are urged to read the proxy statement/prospectus and any amendments and other applicable documents regarding the proposed business combination transaction because they contain important information.** You may obtain a free copy of those documents and other related documents filed by NASDAQ with the SEC at the SEC's website at www.sec.gov. The proxy statement/prospectus and the other documents may also be obtained for free by accessing NASDAQ's website at <http://www.nasdaq.com> and OMX's website at <http://www.omxgroup.com>. NASDAQ and its directors and executive officers and other members of management and employees may be deemed to be participants in the solicitation of proxies from NASDAQ stockholders in respect of the transactions described in this communication. You can find information about NASDAQ's executive officers and directors in NASDAQ's definitive proxy statement filed with the SEC on April 20, 2007. You can obtain free copies of these documents and of the proxy statement prospectus from NASDAQ by accessing NASDAQ's website.