

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hotspot FX LLC		06/29/2011	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2683854	HOTSPOT FXI	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-2222		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Marcela Robledo, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1370		
NAME OF SUBMITTER:	Marcela Robledo		
Signature:	/mr/		

CH \$40.00 2683854

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**TRADEMARK
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Date:

07/01/2011

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of June 29, 2011 is made by Hotspot FX LLC, a New Jersey limited liability company (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., a national banking association, located at 270 Park Avenue, New York, New York, 10017, as Administrative Agent (“Administrative Agent”) for the several lenders from time to time (the “Lenders”), parties to the Credit Agreement dated as of June 29, 2011, the “Credit Agreement”), among Knight Capital Group, Inc., as Borrower, the Lenders, US Bank National Association, as Syndication Agent, and JPMorgan Chase Bank, N.A., as Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of June 29, 2011, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Administrative Agent and the Lenders a security interest in all Intellectual Property, including the Trademarks of such Grantor; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Collateral”), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations. Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any

“intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Termination. This Agreement shall terminate and the security interest in the Collateral shall be released upon the payment and performance of the Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall, at the sole expense of the Grantor, execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release the security interest in the Collateral granted herein.

SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HOTSPOT FX, L.L.C.

As Grantor

By: Andrew M. Greenstein

Name: Andrew M. Greenstein

Title: Managing Director, Deputy General
Counsel and Secretary

Signature Page to the Trademark Security Agreement

TRADEMARK
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JPMORGAN CHASE BANK, N.A.,
As Administrative Agent

By: TEI Poz
Name: **Thomas I. Poz**
Title: **Executive Director**

Signature Page to the Trademark Security Agreement

TRADEMARK
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ACKNOWLEDGMENT OF GRANTOR

STATE OF New Jersey)
) ss
COUNTY OF Hudson)

On the 23 day of June, 2011, before me personally came Andrew Granstein, who is personally known to me to be the Deputy General Counsel of Hotspot FX, L.L.C., a New Jersey limited liability corporation; who, being duly sworn, did depose and say that she/he is the Deputy General Counsel in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Ilona Wierzbicki
Notary Public

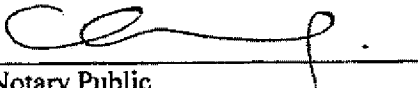
(PLACE STAMP AND SEAL ABOVE)

ILONA WIERZBICKI
ID # 2309207
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/2/2014

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) ss
COUNTY OF New York)

On the 28 day of June, 2011, before me personally came Thomas I Poz, who is personally known to me to be the Executive Director of JPMorgan Chase Bank, N.A., a national banking corporation; who, being duly sworn, did depose and say that she/he is the Executive Director in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

CATHERINE GROSSMAN
Notary Public, State of New York
No. 01GR0228823
Qualified in New York County
Term Expires September 27, 2014

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
HOTSPOT FXI	2,683,854