

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
Knight Capital Group, Inc.		06/29/2011	CORPORATION: DELAWARE
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: 18			
Property Type	Number	Word Mark	
Serial Number:	85294354	BONDSCOPE	
Registration Number:	3024668	EARNING YOUR TRUST WITH EVERY TRADE	
Serial Number:	85162269	FIND OUT WHAT KNIGHT CAN DO FOR YOU	
Registration Number:	3302204	KNIGHT	
Registration Number:	3525360	KNIGHT BONDPOINT	
Serial Number:	85162319	KNIGHT CAPITAL AMERICAS	
Serial Number:	85162294	KNIGHT CLEARING & EXECUTION SERVICES	
Registration Number:	3332616	KNIGHT DIRECT	
Serial Number:	85162848	KNIGHT EXECUTION & CLEARING SERVICES	
Registration Number:	3238037	KNIGHT GLOBAL	
Registration Number:	3593799	KNIGHT LINK	
Registration Number:	3427652	KNIGHT TECHNICAL ALERT	
Registration Number:	3302294	KNIGHT THE SCIENCE OF TRADING THE STANDARD OF TRUST	
Registration Number:	3706318	KNIGHT TRANSITION MANAGEMENT	

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TRADEMARK

Registration Number:	3316331	KNIGHT MATCH
Registration Number:	3655970	THE SCIENCE OF TRADING. THE STANDARD OF TRUST.
Registration Number:	3220924	EXECUTION MANAGEMENT SYSTEM
Registration Number:	3420180	EMS

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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/

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 Knight Capital Group, Inc., a Delaware corporation (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.

KNIGHT CAPITAL GROUP, INC.
As Grantor

By: 
Name: Steven Bisgay
Title: Senior Managing Director and Chief
Financial Officer

Signature Page to the Trademark Security Agreement

TRADEMARK
REEL: 004574 FRAME: 0760

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

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

Signature Page to the Trademark Security Agreement

**TRADEMARK
REEL: 004574 FRAME: 0761**

ACKNOWLEDGMENT OF GRANTOR

STATE OF New Jersey)
) ss
COUNTY OF Muscon)

On the 23 day of June, 2011, before me personally came
Steven Bisgay, who is personally known to me to be the CEO of
Knight Capital Group, Inc., a Delaware corporation; who, being duly sworn, did depose and say
that she/he is the CEO 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

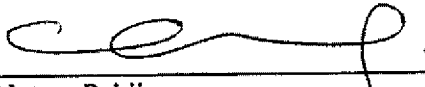
(PLACE STAMP AND SEAL ABOVE)

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. 01690220023
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>
BONDSCOPE	85/294,354
EARNING YOUR TRUST WITH EVERY TRADE	3,024,668
FINDING OUT WHAT KNIGHT CAN DO FOR YOU	85/162,269
KNIGHT AND DESIGN	3,302,204
KNIGHT BONDPOINT	3,525,360
KNIGHT CAPITAL AMERICAS	85/162,319
KNIGHT CLEARING & EXECUTION SERVICES	85/162,294
KNIGHT DIRECT	3,332,616
KNIGHT EXECUTION & CLEARING SERVICES	85/162,848
KNIGHT GLOBAL	3,238,037
KNIGHT LINK	3,593,799
KNIGHT TECHNICAL ALERT	3,427,652
KNIGHT THE SCIENCE OF TRADING THE STANDARD OF TRUST AND DESIGN	3,302,294
KNIGHT TRANSITION MANAGEMENT	3,706,318
KNIGHT MATCH	3,316,331
THE SCIENCE OF TRADING. THE STANDARD OF TRUST.	3,655,970
EXECUTION MANAGEMENT SYSTEM	3,220,924
EMS	3,420,180