

TO: THOMAS FAHEY COMPANY: 1100 G STREET NW SUITE 420

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.107/11/2011  
900196701

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	Security Agreement												
CONVEYING PARTY DATA													
<table border="1"><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr><tr><td>Virtu Financial, LLC</td><td></td><td>07/08/2011</td><td>LIMITED LIABILITY COMPANY:</td></tr></table>	Name	Formerly	Execution Date	Entity Type	Virtu Financial, LLC		07/08/2011	LIMITED LIABILITY COMPANY:					
Name	Formerly	Execution Date	Entity Type										
Virtu Financial, LLC		07/08/2011	LIMITED LIABILITY COMPANY:										
RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>Credit Suisse AG, Cayman Islands Branch</td></tr><tr><td>Street Address:</td><td>11 Madison Ave</td></tr><tr><td>City:</td><td>New York</td></tr><tr><td>State/Country:</td><td>NEW YORK</td></tr><tr><td>Postal Code:</td><td>10010</td></tr><tr><td>Entity Type:</td><td>Bank: UNITED STATES</td></tr></table>	Name:	Credit Suisse AG, Cayman Islands Branch	Street Address:	11 Madison Ave	City:	New York	State/Country:	NEW YORK	Postal Code:	10010	Entity Type:	Bank: UNITED STATES	
Name:	Credit Suisse AG, Cayman Islands Branch												
Street Address:	11 Madison Ave												
City:	New York												
State/Country:	NEW YORK												
Postal Code:	10010												
Entity Type:	Bank: UNITED STATES												
PROPERTY NUMBERS Total: 1													
<table border="1"><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr><tr><td>Serial Number:</td><td>85289951</td><td>VIRTU</td></tr></table>	Property Type	Number	Word Mark	Serial Number:	85289951	VIRTU							
Property Type	Number	Word Mark											
Serial Number:	85289951	VIRTU											
CORRESPONDENCE DATA													
Fax Number: (800)494-7512 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone: 2023704767													
Email: tfahey@nationalcorp.com													
Correspondent Name: Thomas Fahey													
Address Line 1: 1100 G Street NW Suite 420													
Address Line 2: National Corporate Research													
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005													
ATTORNEY DOCKET NUMBER:	F134654												
NAME OF SUBMITTER:	Megan Teixeira												
Signature:	/Megan Teixeira/												

OP \$40.00 85289951

TO: THOMAS FAHEY COMPANY: 1100 G STREET NW SUITE 420

Date:

07/11/2011

Total Attachments: 4

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TRADEMARK

REEL: 004586 FRAME: 0692

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

07/11/2011  
900196657

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Tyler, LLC		07/08/2011	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	11 Madison Ave		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3809368	EWT TRADING	
CORRESPONDENCE DATA			
Fax Number:	(800)494-7512		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2023704767		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1100 G Street NW Suite 420		
Address Line 2:	National Corporate Research		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F134654		
NAME OF SUBMITTER:	Megan Teixeira		
Signature:	/Megan Teixeira/		

OP \$40.00 3809368

TRADEMARK

REEL: 004586 FRAME: 0693

O:THOMAS FAHEY COMPANY:1100 G STREET NW SUITE 420

Date:

07/11/2011

Total Attachments: 4

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TRADEMARK

REEL: 004586 FRAME: 0694

TO: THOMAS FAHEY COMPANY: 1100 G STREET NW SUITE 420

TRADEMARK SECURITY AGREEMENT dated as of July 8, 2011 (this "Agreement"), among Madison Tyler, LLC (the "Grantor") and Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, the "Administrative Agent") and Collateral Agent.

Reference is made to (a) the Credit Agreement dated as of July 8, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among VFH LLC ("Holdings"), VPH Parent LLC (the "Borrower"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent and (b) the Collateral Agreement dated as of July 8, 2011 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Trademark Collateral").

SECTION 3. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2 above attach to any intent-to-use trademark applications filed in the United States Patent and Trademark Office prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect to such applications if and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 4. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

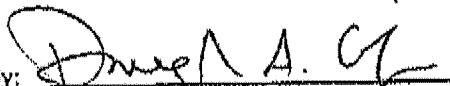
TRADEMARK

REEL: 004586 FRAME: 0695

C:\THOMAS FAHEY COMPANY\1100 G STREET NW SUITE 420

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MADISON TYLER, LLC (to be re-named Virtu Financial Services LLC upon the filing of the amended certificate of formation)

By:   
Name: Douglas A. Cifu  
Title: President and Chief Operating Officer

[SIGNATURE PAGE TO MADISON TYLER, LLC TRADEMARK SECURITY AGREEMENT]

O:THOMAS FAHEY COMPANY:1100 G STREET NW SUITE 420

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Administrative Agent

By: 

Name: Doreen Barr

Title: Director

By: 

Name: Vipul Dhadga

Title: Associate

[Signature Page to Madison Tyler LLC Trademark Security Agreement]

TO: THOMAS FAHEY COMPANY: 1100 G STREET NW SUITE 420

## Schedule I

U.S. Trademarks and Trademark Applications

<u>Loan Party</u>	<u>Registered Owner</u>	<u>Mark</u>	<u>Registration / Application Number</u>
Madison Tyler, LLC	Madison Tyler, LLC	EWT TRADING and design	3809368

TRADEMARK

REEL: 004586 FRAME: 0698



TO:THOMAS FAHEY COMPANY:1100 Q STREET NW SUITE 420

TRADEMARK SECURITY AGREEMENT dated as of July 8, 2011 (this "Agreement"), among Virtu Financial LLC (the "Grantor") and Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, the "Administrative Agent") and Collateral Agent.

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TRADEMARK

REEL: 004586 FRAME: 0699

TO: THOMAS FAHEY COMPANY: 1100 G STREET NW SUITE 420

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VIRTU FINANCIAL LLC (to be re-named Virtu Financial Operating LLC upon the filing of the amended certificate of formation)

By:

  
Name: Douglas A. Cifu

Title: President and Chief Operating Officer

[SIGNATURE PAGE TO VIRTU FINANCIAL LLC TRADEMARK SECURITY AGREEMENT]

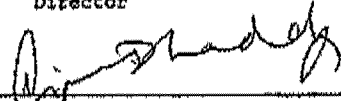
TO: THOMAS FAHEY COMPANY: 1100 G STREET NW SUITE 420

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Administrative Agent

By: 

Name: Doreen Barr

Title: Director

By: 

Name: Vipul Dhadha

Title: Associate

*[Signature Page to Virtu Financial LLC Trademark Security Agreement]*

TRADEMARK

REEL 004586 FRAME 0701

J: THOMAS FAHEY COMPANY: 1100 G STREET NW SUITE 420

## Schedule I

U.S. Trademarks and Trademark Applications

<u>Loan Party</u>	<u>Registered Owner</u>	<u>Mark</u>	<u>Registration / Application Number</u>
Virtu Financial LLC	Virtu Financial LLC	VIRTU	85/289951

TRADEMARK

RECORDED: 07/11/2011

REEL: 004586 FRAME: 0702