

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BATS GLOBAL MARKETS, INC.		12/19/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4082130	BASES	
Registration Number:	4058619	BATS 1000	
Registration Number:	4051881	BATS EXCHANGE	
Registration Number:	4051880	BATS GLOBAL MARKETS	
Registration Number:	4051878	BATS OPTIONS	
Registration Number:	3970233	BYX	
Registration Number:	3288792	BATS TRADING, INC.	
Registration Number:	3818024	BATS	
Registration Number:	3818008	BATS	
Registration Number:	3446341	MAKING MARKETS BETTER	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.			

OP \$265.00 4082130

Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

38290

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

12/19/2012

Total Attachments: 7

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

BATS GLOBAL MARKETS, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: DELAWARE
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) DECEMBER 19, 2012

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: CREDIT SUISSE AG, AS COLLATERAL AGENT

Internal _____

Address: _____

Street Address: 11 MADISON AVENUE

City: NEW YORK

State: NEW YORK

Country: USA Zip: 10010

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other BANK Citizenship SWITZERLAND

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
PLEASE SEE ATTACHED SCHEDULE

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

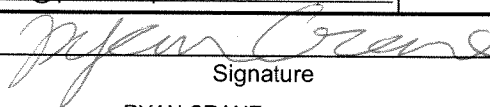
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

RYAN CRANE

Name of Person Signing

DECEMBER 19, 2012

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK
REEL: 004923 FRAME: 0844**

TRADEMARK SECURITY AGREEMENT dated as of December 19, 2012 (this "**Agreement**"), among the grantors listed on Schedule I hereto (the "**Grantors**"), and CREDIT SUISSE AG (acting through such of its affiliates or branches as it deems appropriate), as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Credit Agreement dated as of December 19, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among BATS Global Markets, Inc., a Delaware corporation (the "**Borrower**"), the Lenders from time to time party thereto and Credit Suisse AG, as Administrative Agent and Collateral Agent and (b) the Guarantee and Collateral Agreement dated as of December 19, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), among the Borrower, the other Loan Parties from time to time party thereto and Credit Suisse AG, as Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. 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 Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and 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 Obligations, each Grantor pursuant to the Guarantee and Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations thereof, and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States of America, and all extensions or renewals thereof, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule II hereto; and

(b) all goodwill associated therewith or symbolized thereby, including any rights or interests that reflect or embody such goodwill;

provided that; notwithstanding anything else herein to the contrary, the Trademark Collateral does not include, and the grant of security interest does not cover, any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. ***Collateral Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and 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 Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. ***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 counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

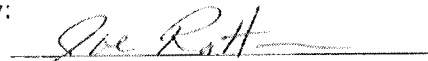
SECTION 5. ***Applicable Law.*** This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Pages Follow]

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

BATS GLOBAL MARKETS, INC.,

By:

A handwritten signature in cursive script, appearing to read "Joe Ratterman", is written over a horizontal line.

Name: Joe Ratterman

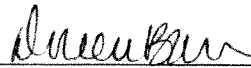
Title: CEO and President

Signature Page to the Trademark Security Agreement

TRADEMARK
REEL: 004923 FRAME: 0847

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by



Name: Doreen Barr

Title: Director

by



Name: Michael Spaight

Title: Associate

[Signature Page to the Trademark Security Agreement]

Schedule I

<u>Grantors</u>
BATS Global Markets, Inc.

Schedule II

Trademarks

TRADEMARKS OWNED BY BATS GLOBAL MARKETS, INC.

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
BASES	01/10/2012	4082130
BATS 1000	11/22/2011	4058619
BATS EXCHANGE	11/08/2011	4051881
BATS GLOBAL MARKETS	11/08/2011	4051880
BATS OPTIONS	11/08/2011	4051878
BYX	05/31/2011	3970233
BATS TRADING, INC.	09/04/2007	3288792
BATS (name)	07/13/2010	3818024
BATS (logo)	07/13/2010	3818008
MAKING MARKETS BETTER	06/10/2008	3446341

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
N/A		

State Trademark Registrations

<u>State</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
N/A			

[[3385146]]