

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
Direct Edge Holdings LLC		12/07/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Bank of Montreal
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	3672274	DIRECT EDGE
Registration Number:	3220770	DIRECT EDGE ECN
Registration Number:	3595943	DIRECTEDGE
Registration Number:	3717786	EDGA
Registration Number:	3756701	EDGX
Registration Number:	3738974	ELP
Serial Number:	85178960	EDGE XPRS
Registration Number:	4241111	EDGEBOOK CLOUD
Registration Number:	4235933	CONNECT EDGE
Serial Number:	85178946	EDGE LINK
Serial Number:	85646170	EDGERISK CONTROLS
Serial Number:	85673139	EDGEBOOK ATTRIBUTED
Serial Number:	85673753	EDGE TICKER PLANT
Serial Number:	85811733	EDGEBOOK DEPTH

**TRADEMARK**

CH \$365.00 3672274

**CORRESPONDENCE DATA**

Fax Number: 3128035299

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4104493
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	01/17/2013

Total Attachments: 3  
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## TRADEMARK COLLATERAL AGREEMENT

This 7th day of December, 2012, DIRECT EDGE HOLDINGS LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 545 Washington Boulevard, Jersey City, New Jersey 07310, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to BANK OF MONTREAL, a Canadian chartered bank, with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;


to secure the payment and performance of all Secured Obligations of Debtor and certain affiliates of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DIRECT EDGE HOLDINGS LLC

By   
Name Glen Brodach  
Title Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL

By   
Name Scott M. Ferris  
Title Managing Director

[Signature Page to Trademark Collateral Agreement]

**TRADEMARK**  
**REEL: 004944 FRAME: 0798**

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK	REGISTRATION / SERIAL NUMBER	FILING JURISDICTION
DIRECT EDGE	3672274	U.S.
DIRECT EDGE ECN	3220770	U.S.
DIRECTEDGE & Design	3595943	U.S.
EDGA	3717786	U.S.
EDGX	3756701	U.S.
ELP	3738974	U.S.
EDGE XPRS	85/178960	U.S.
EDGEBOOK CLOUD	4241111	U.S.
CONNECT EDGE	4235933	U.S.
EDGE LINK	85/178946	U.S.
EDGERISK CONTROLS	85/646170	U.S.
EDGEBOOK ATTRIBUTED	85/673139	U.S.
EDGE TICKER PLANT	85/673753	U.S.
EDGEBOOK DEPTH	85/811733	U.S.