

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
GETCO, LLC		11/27/2013	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3755151	GETCO	
Registration Number:	3815652	GETCO	
CORRESPONDENCE DATA			
Fax Number:	6502138158		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6502130300		
Email:	iprecordations@whitecase.com		
Correspondent Name:	White & Case LLP / Christina Ishihara		
Address Line 1:	3000 El Camino Real, Bldg 5, 9th Floor		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	1155735-0045		
NAME OF SUBMITTER:	Christina Ishihara		
Signature:	/Christina Ishihara/		

CH \$65.00 3755151

Date:

11/27/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of November 27, 2013 by GETCO, LLC, an Illinois limited liability company (the "New Pledgor"), in favor of Jefferies Finance LLC, in its capacity as Collateral Agent pursuant to the Credit Agreement, dated as of July 1, 2013 (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the New Pledgor is party to a Joinder Agreement, dated November 27, 2013, to a Guarantee and Collateral Agreement of even date with the Credit Agreement (as supplemented by the Joinder Agreement, the "Guarantee and Collateral Agreement") in favor of the Collateral Agent pursuant to which the New Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to make loans and provide other financial accommodations pursuant to the Loan Documents, the New Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The New Pledgor hereby acknowledges that it has, pursuant to the Guarantee and Collateral Agreement, pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the New Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of the New Pledgor listed on Schedule 1 attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Guarantee and Collateral Agreement. The security interest referenced in this Trademark Security Agreement is in conjunction with the security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement, and the New Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.


SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations, upon written request of KCG Holdings, Inc., a Delaware corporation, the Collateral

Agent shall execute, acknowledge, and deliver to the New Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under the Guarantee and Collateral Agreement as referenced in this Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the New Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GETCO, LLC

By: 
Name: Alex Sadowski
Title: Assistant General Counsel and Secretary

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the New Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GETCO, LLC

By: _____
Name:
Title:

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: J. Paul McDonnell
Title: Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
GETCO, LLC	RN:3,755,151 (US)	GETCO
GETCO, LLC	RN:3,815,652 (US)	GETCO Design mark
GETCO, LLC	006667687 (EU)	GETCO
GETCO, LLC	T0801863I (Singapore)	GETCO

Trademark Applications:

None.