

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
TradeKing Group, Inc.		01/17/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road, M/C 7578
Internal Address:	Attn: National Documentation Services
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Banking Association: TEXAS

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	78613091	TRADEKING
Serial Number:	77978336	THE OPTIONS PLAYBOOK
Serial Number:	77977339	THE OPTIONS PLAYBOOK
Serial Number:	77976313	THE OPTIONS PLAYBOOK
Serial Number:	85538337	A NEW BREED OF BROKER
Serial Number:	85301163	
Serial Number:	85264459	ZECCO MOBILE
Serial Number:	85101514	ZECCOPULSE THE VITAL SIGNS OF THE MARKET
Serial Number:	78915000	ZECCO
Serial Number:	77956949	ZAP TRADE
Serial Number:	77600450	ZECCO TRADING
Serial Number:	77600447	ZECCO TRADING
Serial Number:	77600444	ZECCO

CH \$365.00 78613091

Serial Number:

77600443

ZECCO

**CORRESPONDENCE DATA**

Fax Number:

8586385130

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

Phone:

858-677-1400

Email:

susan.reynholds@dlapiper.com

Correspondent Name:

DLA Piper LLP (US)

Address Line 1:

4365 Executive Drive, Suite 1100

Address Line 4:

San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:

329034-617

NAME OF SUBMITTER:

Troy Zander

Signature:

/s/ Troy Zander

Date:

01/22/2014

Total Attachments: 5

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 17, 2014 by and between COMERICA BANK ("Bank") and TRADEKING GROUP, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

13024 Ballantyne Corp. Place, Suite 500  
Charlotte, NC 28277

Attn: Chief Financial Officer

TRADEKING GROUP, INC.

By: Thomas Desmond  
Title: CFO

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578  
Livonia, Michigan 48152  
Attn: National Documentation Services

COMERICA BANK  
By: [Signature]  
Title: Senior Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
The Options Playbook	TX0006457525	8/9/2007

EXHIBIT B

Patents

<u>Description</u>	<u>Patent No.</u>	<u>Issue Date</u>
Method and system to facilitate on-line trading	8463652	6/11/2013
Method and system to facilitate on-line trading	8463692	6/11/2013

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial No.</u>	<u>File Date</u>
TRADEKING	78613091	4/20/2005
THE OPTIONS PLAYBOOK	77978336	6/8/2007
THE OPTIONS PLAYBOOK	77977339	6/8/2007
THE OPTIONS PLAYBOOK	77976313	6/8/2007
A NEW BREED OF BROKER	85538337	2/9/2012
Design	85301163	4/21/2011
ZECCO MOBILE	85264459	3/11/2011
ZECCOPULSE THE VITAL SIGNS OF THE MARKETS	85101514	8/5/2010
ZECCO	78915000	6/22/2006
ZAP TRADE	77956949	3/11/2010
ZECCO TRADING	77600450	10/24/2008
ZECCO TRADING	77600447	10/24/2008
ZECCO	77600444	10/24/2008
ZECCO	77600443	10/24/2008