

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332083

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NYFIX, INC.		12/17/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	HAYFIN SERVICES LLP		
Street Address:	ONE EAGLE PLACE		
City:	LONDON		
State/Country:	UNITED KINGDOM		
Postal Code:	SW1Y 6AF		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2878207	APPIA	
Registration Number:	2981981	EAPPS	
Registration Number:	3693197	EURO MILLENNIUM	
Registration Number:	2517211	FIXBOX	
Registration Number:	2522345	FIXIONARY	
Registration Number:	2367284	FIXTRADER	
Registration Number:	2446661	NYFIX	
Registration Number:	3482515	POWERED BY NYFIX	
Registration Number:	2961979	TRADESCOPE	
Registration Number:	2932832	TRADEWATCH	
Registration Number:	2571553	NYFIX	
CORRESPONDENCE DATA			
Fax Number:	2026375910		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-637-5600		
Email:	stephanie.mcdonough@hoganlovells.com		
Correspondent Name:	HOGAN LOVELLS US LLP		
Address Line 1:	555 THIRTEENTH STREET N.W.		
Address Line 4:	WASHINGTON, D.C. 20004		

CH \$290.00 2878207

TRADEMARK

ATTORNEY DOCKET NUMBER:	003897-000001
NAME OF SUBMITTER:	SCOTT HUGHES
SIGNATURE:	/SCOTT HUGHES/
DATE SIGNED:	02/13/2015

Total Attachments: 5

source=Chesapeake - NYFIX, Inc. Trademark Security Agreement - EXECUTED#page1.tif
source=Chesapeake - NYFIX, Inc. Trademark Security Agreement - EXECUTED#page2.tif
source=Chesapeake - NYFIX, Inc. Trademark Security Agreement - EXECUTED#page3.tif
source=Chesapeake - NYFIX, Inc. Trademark Security Agreement - EXECUTED#page4.tif
source=Chesapeake - NYFIX, Inc. Trademark Security Agreement - EXECUTED#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 17, 2014, by NYFIX, INC., a Delaware corporation (“NYFIX” or “a Grantor”), in favor of Hayfin Services LLP, in its capacity as security agent (the “Security Agent”) under the Security Agreement (as hereinafter defined), together with any successors for its benefit and the benefit of the Beneficiaries (as defined in the Security Agreement (as hereinafter defined)).

WITNESSETH:

WHEREAS, the Grantor, on or around the date hereof, became a party to that certain Senior Facilities Agreement, dated as of 15 September 2014, (as amended, modified, supplemented, restated and as otherwise in effect from time to time, the “Facilities Agreement”) among (1) Ullink UK Holdco 2 Limited, as the Parent, (2) the parties listed in Part A of Schedule 1 of the Facilities Agreement (*The Original Parties*), as original borrowers (the “Original Borrowers”), (3) the parties listed in part A of schedule 1 (*The Original Parties*) as original guarantors (Original Guarantors”), (4) Intermediate Capital Managers Limited, Hayfin Capital Luxco 3 S.á.r.l., The Governor and Company of the Bank of Ireland and HSBC France S.A., (together, as “Arrangers”), (5) the financial institutions listed in Part B of Schedule 1 of the Facilities Agreement (*The Original Parties*) as lenders (collectively, the “Lenders”) and (6) Hayfin Services LLP, as Agent and Security Agent;

WHEREAS, the Grantor, on or around the date hereof, became a party to that certain Security Agreement, dated September 15, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among the Grantor, other Grantors named therein from time to time, and Security Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Security Agent, for itself and for the Beneficiaries, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Article 1 of the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby grants to Security Agent, on behalf of itself and the Beneficiaries, a security interest in and general Lien on all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of the Trademarks filed with the United States Patent and Trademark Office to which it is a party, including, but not limited to, those expressly listed on Schedule I attached hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of the foregoing or (ii) injury to the goodwill associated with the foregoing.

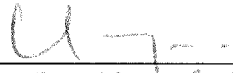
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Security Agent, on behalf of itself and the Beneficiaries, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of the State of New York.

[signature pages follow]

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

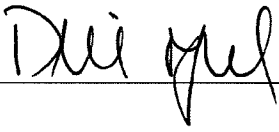
NYFIX, INC., as Grantor

By: 
Name: LAURENT USELDINGER
Title: DIRECTOR PRESIDENT

[Signature Page to NYFIX, Inc. Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

HAYFIN SERVICES LLP, as Security
Agent

By:  _____
Name:
Title:

[Signature Page to NYFIX, Inc. Trademark Security Agreement]

SCHEDULE I
TO
NYFIX, INC. TRADEMARK SECURITY AGREEMENT

Mark	Application or Registration	Registration or Filing
APPIA	Reg. No. 2878207	Reg. Date August 31, 2004
EAPPS	Reg. No. 2981981	Reg. Date August 2, 2005
EURO MILLENNIUM	Reg. No. 3693197	Reg. Date October 6, 2009
FIXBOX	Reg. No. 2517211	Reg. Date December 11, 2001
FIXIONARY	Reg. No. 2522345	Reg. Date December 25, 2001
FIXTRADER	Reg. No. 2367284	Reg. Date July 11, 2000
NYFIX	Reg. No. 2446661	Reg. Date April 24, 2001
NYFIX	Reg. No. 2571553	Reg. Date May 21, 2002
POWERED BY NYFIX	Reg. No. 3482515	Reg. Date August 5, 2008
TRADESCOPE	Reg. No. 2961979	Reg. Date June 14, 2005
TRADEWATCH	Reg. No. 2932832	Reg. Date March 15, 2005