# OP \$65.00 3755151

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM335102

Stylesheet Version v1.2

| SUBMISSION TYPE:      | NEW ASSIGNMENT   |
|-----------------------|--|
| NATURE OF CONVEYANCE: | TERMINATION OF TRADEMARK SECURITY AGREEMENT RECORDED AT REEL/FRAME 5163/0943 |

## **CONVEYING PARTY DATA**

| Name                        | Formerly | Execution Date | Entity Type           |
|-----------------------------|----------|----------------|-----------------------|
| The Bank of New York Mellon |          | 03/13/2015     | CORPORATION: NEW YORK |

### **RECEIVING PARTY DATA**

| Name:             | GETCO, LLC                          |  |
|-------------------|-------------------------------------|--|
| Street Address:   | 350 N. Orleans Street               |  |
| Internal Address: | 3rd Floor South                     |  |
| City:             | Chicago                             |  |
| State/Country:    | ILLINOIS                            |  |
| Postal Code:      | 60654                               |  |
| Entity Type:      | LIMITED LIABILITY COMPANY: ILLINOIS |  |

### **PROPERTY NUMBERS Total: 2**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 3755151 | GETCO     |
| Registration Number: | 3815652 | GETCO     |

### **CORRESPONDENCE DATA**

**Fax Number:** 2122919868

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.

**Phone:** 212-558-4229

**Email:** demarcor@sullcrom.com, nguyenb@sullcrom.com

Correspondent Name: Raffaele A. DeMarco Address Line 1: 125 Broad Street

Address Line 2: Sullivan & Cromwell LLP

Address Line 4: New York, NEW YORK 10004-2498

| ATTORNEY DOCKET NUMBER: | 021893/00013 (RAD)    |
|-------------------------|-----------------------|
| NAME OF SUBMITTER:      | Raffaele A. DeMarco   |
| SIGNATURE:              | /Raffaele A. DeMarco/ |
| DATE SIGNED:            | 03/13/2015            |

**Total Attachments: 4** 

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### TRADEMARK SECURITY AGREEMENT TERMINATION

This Termination (this "<u>Termination</u>"), dated as of March 13, 2015, among KCG Holdings, Inc. (the "<u>Issuer</u>") and The Bank of New York Mellon, in its capacity as Collateral Agent (in such capacity, the "<u>Collateral Agent</u>") of the Trademark Security Agreement, dated as of November 27, 2013, by the Issuer and GETCO, LLC as Guarantor, in favor of the Collateral Agent (the "<u>Trademark Security Agreement</u>"), notice of which was recorded on November 29, 2013 at the United States Patent and Trademark Office at Reel 5163, Frame 0943.

### WITNESSETH

WHEREAS, on March 13, 2015, the Issuer redeemed in full, all of the outstanding 8.25% Senior Secured Notes due 2018 and deposited \$330,162,500.00 with the Trustee, which sum includes sufficient funds for the outstanding principal, applicable premium and all accrued interest due under the Notes.

WHEREAS, on March 13, 2015, the Indenture was discharged, and the discharge thereof acknowledged by the Trustee.

WHEREAS, in connection with the redemption and subsequent discharge of the Indenture, and in accordance with the Indenture, the guarantee of the Notes by GETCO, LLC and the security interest and Lien on the Collateral owned by GETCO, LLC, have been automatically terminated and released, including, without limitation, the trademarks listed in Schedule 1.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned covenants and agrees as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Trademark Security Agreement and used herein have the meaning given to them in the Trademark Security Agreement.
- SECTION 2. <u>Termination</u>. GETCO, LLC is hereby released from its obligations under the Trademark Security Agreement, and the Trademark Security Agreement is terminated.
- SECTION 3. <u>Counterparts</u>. This Release may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Release by signing any of such counterparts.

[Signature Page Follows]

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Name:

Title:

GETCO, LLC

By:\_\_\_\_\_ Name: Title:

**REEL: 005477 FRAME: 0913** 

THE BANK OF NEW YORK MELLON, as Collateral Agent

Name: PRANCINE KINCAID
Title: YCE PRESIDENT

Date: March 13,2015

Allogash - Termination and Release of Security Interest in Trademarks

# Schedule 1

| 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             |

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**RECORDED: 03/14/2015**