

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM335190

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENT TO IP SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BATS HOTSPOT HOLDINGS LLC		03/13/2015	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2592989	HOTSPOT FX	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<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:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	CRS1-40004		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
SIGNATURE:	/pja/		
DATE SIGNED:	03/16/2015		
Total Attachments: 6			
source=40004#page1.tif			
source=40004#page2.tif			
source=40004#page3.tif			

OP \$40.00 2592989

source=40004#page4.tif

source=40004#page5.tif

source=40004#page6.tif

SUPPLEMENT NO. 1 dated as of March 13, 2015 (this "**Supplement**"), to the TRADEMARK SECURITY AGREEMENT dated as of January 31, 2014, among the grantors listed on Schedule I hereto (the "**Grantors**"), and CREDIT SUISSE AG (acting through such of its affiliates or branches as it deems appropriate), as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Credit Agreement dated as of January 31, 2014, among BATS Global Markets, Inc., a Delaware corporation (the "**Borrower**"), the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A. (as Successor to Credit Suisse AG) as Administrative Agent, and the Collateral Agent, as amended by the First Amendment to Credit Agreement and First Amendment to the Guarantee and Collateral Agreement dated as of February 24, 2015 (the "**Amendment**"), among the Borrower, JPMorgan Chase Bank, N.A., as Administrative Agent, and the Collateral Agent (as so amended, the "**Credit Agreement**") and (b) the Amended and Restated Guarantee and Collateral Agreement dated as of January 31, 2014, as amended by the Amendment (the "**Guarantee and Collateral Agreement**"), among the Borrower, the other Loan Parties from time to time party thereto and the Collateral Agent. The Lenders have extended and have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Supplement. The Grantors are Affiliates of the Borrower, have derived and will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Supplement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Supplement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Supplement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor pursuant to the Guarantee and Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations thereof, and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States of America, and all extensions or renewals thereof, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule II hereto; and

(b) all goodwill associated therewith or symbolized thereby, including any rights or interests that reflect or embody such goodwill;

provided that; notwithstanding anything else herein to the contrary, the Trademark Collateral does not include, and the grant of security interest does not cover, any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Supplement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Supplement.

SECTION 5. *Applicable Law.* This Supplement shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Supplement
as of the day and year first above written.

HOTSPOT FX HOLDINGS, LLC,

By:

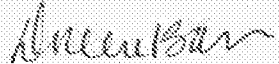


Name: Brian N. Schell


Title: Treasurer

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by


Name: DOREEN BARR
Title: AUTHORIZED SIGNATORY

by


Name: Samuel Miller
Title: Authorized Signatory

Schedule I

<u>Grantors</u>
Hotspot FX Holdings, LLC (to be renamed "BATS Hotspot Holdings LLC")

Schedule II

Trademarks

U.S. Trademark Registrations

<u>Owner</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Hotspot FX Holdings, LLC (to be renamed "BATS Hotspot Holdings LLC")	HOTSPOT FX	07/09/2002	2592989