

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM374865

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Direct Edge Holdings LLC		12/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bats Global Markets, Inc.		
<b>Street Address:</b>	8050 Marshall Drive		
<b>City:</b>	Lenexa		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	66214		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3672274	DIRECT EDGE	
<b>Registration Number:</b>	3220770	DIRECT EDGE ECN	
<b>Registration Number:</b>	3595943	DIRECTEDGE	
<b>Registration Number:</b>	3717786	EDGA	
<b>Registration Number:</b>	3756701	EDGX	
<b>Registration Number:</b>	3738974	ELP	
<b>Registration Number:</b>	4322780	EDGE XPRS	
<b>Registration Number:</b>	4241111	EDGEBOOK CLOUD	
<b>Registration Number:</b>	4235933	CONNECT EDGE	
<b>Registration Number:</b>	4305663	EDGE LINK	
<b>Registration Number:</b>	4344062	EDGERISK CONTROLS	
<b>Registration Number:</b>	4393737	EDGEBOOK ATTRIBUTED	
<b>Registration Number:</b>	4397510	EDGE TICKER PLANT	
<b>Registration Number:</b>	4380322	EDGE ROUTED LIQUIDITY REPORT	
<b>Registration Number:</b>	4380015	EDGEBOOK DEPTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 646-856-8724  
**Email:** jbier@bats.com  
**Correspondent Name:** Jill Bier  
**Address Line 1:** 8050 Marshall Drive  
**Address Line 4:** Lenexa, KANSAS 10004

<b>ATTORNEY DOCKET NUMBER:</b>	TRADEMARK ASSIGNMENT
<b>NAME OF SUBMITTER:</b>	Jill Bier
<b>SIGNATURE:</b>	/Jill R. Bier/
<b>DATE SIGNED:</b>	02/29/2016

**Total Attachments: 3**

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## ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY (this "Assignment") made as of the 30th day of December 2015, by and between DIRECT EDGE HOLDINGS LLC, a Delaware limited liability company ("Assignor") and BATS GLOBAL MARKETS, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor is a wholly-owned subsidiary of Assignee; and

WHEREAS, Assignor and Assignee are both parties to the Security Agreement and Amended and Restated Guarantee and Collateral Agreement (collectively, the "Security Agreement") by and among Credit Suisse AG ("Collateral Agent"), whereby Collateral Agent holds a security interest in all right, title and interest in all currently owned and future acquired Intellectual Property (as such term is defined herein) owned by Assignor; and

WHEREAS, subject to the terms of the Security Agreement and Collateral Agent's continued security interest in the Intellectual Property, Assignor desires to assign all of its rights, title and interest in its Intellectual Property to Assignee; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ASSIGNMENT. Assignor hereby assigns, conveys, transfers and sets-over to Assignee all of Assignor's rights, title and interest in and to all trade names, trademarks, patents and copyrights, including without limitation, the trademarks set forth on Exhibit A attached hereto and made a part hereof (together, the "Intellectual Property"), together with the goodwill of the business in connection with which the Intellectual Property is used and which is symbolized by the aforementioned trademarks, along with the right to recover for damages and profits for past, present and future infringements thereof.

2. ASSUMPTION. Assignee, by its execution hereof, hereby: (i) accepts the within Assignment; and (ii) assumes and agrees to perform all of the obligations, liabilities and responsibilities of Assignor, to the extent arising from and after the date hereof.

3. SECURITY INTEREST. This Assignment is expressly subject to the terms and conditions set forth in the Security Agreement and Collateral Agent's continued security interest in the Intellectual Property, which shall continue in full force and effect.

4. FURTHER ASSURANCES. The Assignor will execute, acknowledge and deliver to or upon the order of the Assignee such further instruments of conveyance, assignment and transfer and take such action as the Assignee may reasonably request in order to more effectively convey, assign or transfer to, or perfect the title or interest of the Assignee in the Intellectual Property intended to be hereby assigned.

5. **MISCELLANEOUS.**

a. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns.

b. This Assignment is entered into and shall be construed in accordance with the laws of the State of Delaware, without giving effect to conflict of laws principles thereof.

c. This Assignment shall not be modified or amended except by a written agreement signed by the party to be charged therewith.

d. This Assignment may be executed in counterparts and multiple originals, each of which shall be deemed as an original, and all of which taken together shall be considered one and the same agreement.

e. The paragraph headings contained in this Assignment are for reference purposes only and will not affect in any way the meaning or interpretation of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date set forth above.

**ASSIGNOR:**

**ASSIGNEE:**

**DIRECT EDGE HOLDINGS LLC**

**BATS GLOBAL MARKETS, INC.**

By: 

By: 

Name: Eric Swanson

Name: Eric Swanson

Title: General Counsel, Secretary

Title: EVP, General Counsel, Secretary

**EXHIBIT A**

**Intellectual Property**

<b><u>Trademark</u></b>	<b><u>Registration Number</u></b>
DIRECT EDGE	3672274
DIRECT EDGE ECN	3220770
 <b>DirectEdge</b>	3595943
EDGA	3717786
EDGX	3756701
ELP	3738974
EDGE XPRS	4322780
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EDGEBOOK DEPTH	4380015