

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435954

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Virtu Knight Capital Group LLC		07/20/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent		
Street Address:	Mail Code NY1-C413, 4 CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4140219	BONDSCOPE	
Registration Number:	3302204	KNIGHT	
Registration Number:	3332616	KNIGHT DIRECT	
Registration Number:	4377546	KNIGHT FUTURES	
Registration Number:	3593799	KNIGHT LINK	
Registration Number:	3316331	KNIGHT MATCH	
Registration Number:	3302294	KNIGHT THE SCIENCE OF TRADING THE STANDA	
Registration Number:	3992781	FIND OUT WHAT KNIGHT CAN DO FOR YOU	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		

OP \$215.00 4140219

SIGNATURE:	/Doris Ka/
DATE SIGNED:	07/20/2017
Total Attachments: 6 source=42. Virtu - Trademark Security Agreement (Virtu Knight Capital Group)#page1.tif source=42. Virtu - Trademark Security Agreement (Virtu Knight Capital Group)#page2.tif source=42. Virtu - Trademark Security Agreement (Virtu Knight Capital Group)#page3.tif source=42. Virtu - Trademark Security Agreement (Virtu Knight Capital Group)#page4.tif source=42. Virtu - Trademark Security Agreement (Virtu Knight Capital Group)#page5.tif source=42. Virtu - Trademark Security Agreement (Virtu Knight Capital Group)#page6.tif	

TRADEMARK SECURITY AGREEMENT (FIRST LIEN)

TRADEMARK SECURITY AGREEMENT (FIRST LIEN) dated as of July 20, 2017 (this "Agreement"), among Virtu Knight Capital Group LLC (the "Grantor") and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") and Collateral Agent.

Reference is made to (a) the Fourth Amended and Restated Credit Agreement dated as of June 30, 2017 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Virtu Financial LLC ("Holdings"), VFH Parent LLC (the "Borrower"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent and (b) the Collateral Agreement dated as of July 8, 2011 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

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

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Trademark Collateral").

SECTION 3. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2 above attach to any intent-to-use trademark applications filed in the United States Patent and Trademark Office prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect to such applications if and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 4. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

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

VIRTU KNIGHT CAPITAL GROUP LLC

By: 
Name: Joseph Molluso
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

JPMORGAN CHASE BANK, N.A., as Administrative Agent,

By: 
Name: Leo Lai
Title: Executive Director
JPMorgan Chase

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 006110 FRAME: 0245**

Schedule I

Mark	Reg. No.
BondScope	4140219
KNIGHT and design	3302204
KNIGHT DIRECT	3332616
KNIGHT FUTURES	4377546
KNIGHT LINK	3593799
KNIGHT MATCH	3316331
KNIGHT THE SCIENCE OF TRADING THE STANDARD OF TRUST	3302294
FIND OUT WHAT KNIGHT CAN DO FOR YOU	3992781