

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436067

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Virtu Financial Operating LLC		07/20/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as Collateral Agent		
<b>Street Address:</b>	60 Livingston Avenue		
<b>Internal Address:</b>	ep-mn-ws3d		
<b>City:</b>	Saint Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55107-2292		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4137867	VIRTU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	6142803562		
<b>Email:</b>	ted.mulligan@wolterskluwer.com		
<b>Correspondent Name:</b>	Ted Mulligan		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Ted Mulligan		
<b>SIGNATURE:</b>	/tedmulligan/		
<b>DATE SIGNED:</b>	07/21/2017		
<b>Total Attachments: 6</b>			
source=2L Trademark Security Agreement (Virtu Financial Operating LLC)#page1.tif			
source=2L Trademark Security Agreement (Virtu Financial Operating LLC)#page2.tif			
source=2L Trademark Security Agreement (Virtu Financial Operating LLC)#page3.tif			

OP \$40.00 4137867

source=2L Trademark Security Agreement (Virtu Financial Operating LLC)#page4.tif  
source=2L Trademark Security Agreement (Virtu Financial Operating LLC)#page5.tif  
source=2L Trademark Security Agreement (Virtu Financial Operating LLC)#page6.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Virtu Financial Operating LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company - Delaware
- Association
- Limited Partnership

Citizenship (see guidelines) U.S.A.

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) July 20, 2017

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: U.S. Bank National Association, as Collateral Agent

Street Address: 60 Livingston Avenue, EP-MN-WS3D

City: Saint Paul

State: MN

Country: USA Zip: 55107-2292

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Jefferies Finance LLC, as First Lien Collateral Agent No.(s)

4137867

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 57320.1147 (2nd Lien)

Email Address: dka@cahill.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Doris Ka  
Signature

July 20, 2017

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK SECURITY AGREEMENT (SECOND LIEN)**

TRADEMARK SECURITY AGREEMENT (SECOND LIEN) dated as of June 20, 2017 (this "Agreement"), among Virtu Financial Operating LLC (the "Grantor") and U.S. Bank National Association, as collateral agent (in such capacity (the "Collateral Agent").

Reference is made to the Second Lien Collateral Agreement dated as of July 20, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Virtu Financial LLC, VFH Parent LLC, Orchestra Co-Issuer, Inc., each other Grantor party thereto and the Collateral Agent. In connection with the requirements of the Collateral Agreement, 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 Indenture, 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 Collateral 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 Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Copyright 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.

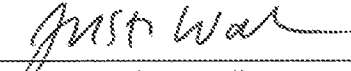
SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to the Senior Credit Facility Agent pursuant to or in connection with the Senior Credit Agreement, and (ii) the exercise

of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[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 FINANCIAL OPERATING LLC

By:   
Name: Justin Waldie  
Title: Senior Vice President & Secretary

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006110 FRAME: 0972**

U.S. BANK NATIONAL ASSOCIATION, as Collateral  
Agent,

By:   
Name: Richard Prokosch  
Title: Vice President

*[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]*

**TRADEMARK**  
**REEL: 006110 FRAME: 0973**

Schedule I

Grantor  
Virtu Financial Operating  
LLC

Mark  
VIRTU

Reg. No.  
4137867