

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436055

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:	U.S. Bank National Association, as Collateral Agent		
Street Address:	60 Livingston Avenue		
Internal Address:	ep-mn-ws3d		
City:	Saint Paul		
State/Country:	MINNESOTA		
Postal Code:	55107-2292		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
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:	6142803562		
Email:	ted.mulligan@wolterskluwer.com		
Correspondent Name:	Ted Mulligan		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Ted Mulligan		

OP \$190.00 3302204

SIGNATURE:	/tedmulligan/
DATE SIGNED:	07/21/2017
Total Attachments: 6 source=2L Trademark Security Agreement (Virtu Knight Capital)#page1.tif source=2L Trademark Security Agreement (Virtu Knight Capital)#page2.tif source=2L Trademark Security Agreement (Virtu Knight Capital)#page3.tif source=2L Trademark Security Agreement (Virtu Knight Capital)#page4.tif source=2L Trademark Security Agreement (Virtu Knight Capital)#page5.tif source=2L Trademark Security Agreement (Virtu Knight Capital)#page6.tif	

TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

TRADEMARK SECURITY AGREEMENT (SECOND LIEN) dated as of July 20, 2017 (this "Agreement"), among Virtu Knight Capital Group 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.

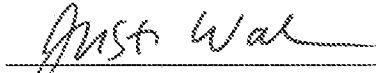
SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (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.

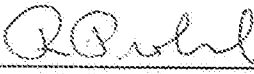
VIRTU KNIGHT CAPITAL GROUP LLC

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

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006110 FRAME: 0984

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: 0985

Schedule I

<u>Grantor</u>	<u>Mark</u>	<u>Reg. No.</u>
Virtu Knight Capital Group LLC	KNIGHT and design	3302204
Virtu Knight Capital Group LLC	KNIGHT DIRECT	3332616
Virtu Knight Capital Group LLC	KNIGHT FUTURES	4377546
Virtu Knight Capital Group LLC	KNIGHT LINK	3593799
Virtu Knight Capital Group LLC	KNIGHT MATCH	3316331
Virtu Knight Capital Group LLC	KNIGHT THE SCIENCE OF TRADING THE STANDARD OF TRUST	3302294
Virtu Knight Capital Group LLC	FIND OUT WHAT KNIGHT CAN DO FOR YOU	3992781