

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM437232

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Bank of New York Mellon, as Collateral Agent		07/20/2017	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Getco Holding Company, LLC		
<b>Street Address:</b>	300 Vesey Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	KCG Holdings, Inc.		
<b>Street Address:</b>	300 Vesey Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4692935	KCG	
<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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	dlaker@paulweiss.com, etinker@paulweiss.com, aspoto@paulweiss.com		
<b>Correspondent Name:</b>	Danielle G. Laker		
<b>Address Line 1:</b>	Paul Weiss Rifkind Wharton & Garrison LLP		
<b>Address Line 2:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	18870-029		
<b>NAME OF SUBMITTER:</b>	Danielle Laker		

CH \$40.00 4692935

<b>SIGNATURE:</b>	/Danielle Laker/
<b>DATE SIGNED:</b>	07/31/2017
<b>Total Attachments: 4</b> source=Virtu-KCG - Trademark Release (GETCO Holding Company)#page1.tif source=Virtu-KCG - Trademark Release (GETCO Holding Company)#page2.tif source=Virtu-KCG - Trademark Release (GETCO Holding Company)#page3.tif source=Virtu-KCG - Trademark Release (GETCO Holding Company)#page4.tif	

**NOTICE OF RELEASE OF  
SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of July 20, 2017 is made by The Bank of New York Mellon, in its capacity as collateral agent (referred to herein as the "Agent"), in favor of Getco Holding Company, LLC, a Delaware limited liability company and KCG Holdings, Inc., a Delaware corporation (each a "Company" and collectively, the "Companies"), pursuant to that certain Security Agreement, dated as of March 13, 2015 (and as the same may be further amended or modified from time to time, the "Security Agreement"), among the Companies, the Agent and other parties thereto.

**W I T N E S S E T H:**

WHEREAS, in connection with the Security Agreement, the Companies executed and delivered the Trademark Security Agreement, dated as of March 13, 2015, in favor of the Agent (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Companies pledged and granted to the Agent for the benefit of the other Secured Parties a lien on and continuing security interest in all of the Trademark Collateral, including but not limited to the trademarks, service marks and trademark and service mark registrations and applications set forth on Schedule A attached hereto, together with the goodwill of the business symbolized thereby (the "Released Trademarks");

WHEREAS, the Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the "USPTO") on March 14, 2015, at Reel/Frame No. 5478/0017; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Companies, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreements and the Trademark Security Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreements).

SECTION 2. Release of Security Interest. The Agent, without any recourse, representation or warranty, does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, the Released Trademarks, all goodwill associated with such Released Trademarks, and all Proceeds of any and all of the foregoing (other than Excluded Property), and reassigns to the Companies any right, title and interest it may have in and to the foregoing.

SECTION 3. Termination. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

SECTION 4. Further Assurances. The Agent hereby authorizes each Company or its authorized representative to record this Release with the USPTO and/or otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Companies any and all further documents and instruments, and do any and all further acts which the Companies (or their agents or designees) reasonably request (at the Companies' sole cost and expense) in order to confirm this Release and each Company's right, title and interest in, to and under the Released Trademarks.

SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

THE BANK OF NEW YORK MELLON,  
as Agent

By:   
Name: \_\_\_\_\_  
Title: Mary Miselis  
Vice President

## **SCHEDULE A**

### **U.S. Trademark Applications and Registrations**

<b>Mark Name</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
KCG	85895600	04 APR 2013	4692935	24 FEB 2015