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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM437236

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon, as Collateral Agent		07/20/2017	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Knight Capital Group, Inc.	
Street Address:	300 Vesey Street	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10282	
Entity Type:	Corporation: DELAWARE	
Name:	KCG Holdings, Inc.	
Street Address:	300 Vesey Street	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10282	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark		
Registration Number:	3316331	KNIGHT MATCH		
Registration Number:	3525360	KNIGHT BONDPOINT		
Registration Number:	3593799	KNIGHT LINK		
Serial Number:	77497157	KNIGHT TRANSITION MANAGEMENT		
Registration Number:	3655970	THE SCIENCE OF TRADING. THE STANDARD OF		
Registration Number:	3332616	KNIGHT DIRECT		
Registration Number:	3302204	KNIGHT		
Registration Number:	3302294	KNIGHT THE SCIENCE OF TRADING THE STANDA		
Registration Number:	3992781	FIND OUT WHAT KNIGHT CAN DO FOR YOU		
Registration Number:	4140219	BONDSCOPE		
Registration Number:	4377546	KNIGHT FUTURES		

CORRESPONDENCE DATA

TRADEMARK

900415413 REEL: 006118 FRAME: 0272

Fax Number:

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.

Email: dlaker@paulweiss.com, etinker@paulweiss.com,

aspoto@paulweiss.com

Correspondent Name: Danielle G. Laker

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	18870-029
NAME OF SUBMITTER:	Danielle Laker
SIGNATURE:	/Danielle Laker/
DATE SIGNED:	07/31/2017

Total Attachments: 4

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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 Knight Capital Group, Inc., a Delaware corporation 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.

<u>WITNESSETH</u>:

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 "<u>Trademark Security Agreement</u>");

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 "<u>USPTO</u>") on March 14, 2015, at Reel/Frame No. 5477/0988; 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. <u>Definitions</u>. 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.

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- SECTION 3. <u>Termination</u>. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.
- SECTION 4. <u>Further Assurances</u>. 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. <u>Choice of Law</u>. 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. <u>Counterparts</u>. 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.]

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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

Name:

Title:

Mary Miselis Vice President

SCHEDULE A

U.S. Trademark Applications and Registrations

Mark Name	Serial No.	Filing Date	Registration No.	Registration Date
KNIGHT				
MATCH	77084848	17 JAN 2007	3316331	23 OCT 2007
KNIGHT				
BONDPOINT	77284946	20 SEP 2007	3525360	28 OCT 2008
KNIGHT LINK	77310178	22 OCT 2007	3593799	24 MAR 2009
KNIGHT				
TRANSITION				
MANAGEME				
NT	77497157	12 JUN 2008	3593799	24 MAR 2009
THE				
SICIENCE OF				
TRADING.				
THE				
STANDARD				4.4.77.77. 400.0
OF TRUST	78842553	21 MAR 2006	3655970	14 JUL 2009
KNIGHT	5 00050 20	1535477.0006	2222616	(NOV. 2007
DIRECT	78885923	17 MAY 2006	3332616	6 NOV 2007
KNIGHT	78885964	17 MAY 2006	3302204	2 OCT 2007
KNIGHT THE				
SCIENCE OF				
TRAIDING				
THE				
STANDARD	7 0000 22 0	5 HD12006	2202204	2.007.2007
OF TRUST	78900320	5 JUN 2006	3302294	2 OCT 2007
FIND OUT				
WHAT				
KNIGHT CAN	95162260	27 OCT 2010	2002701	10 1111 2011
DO FOR YOU	85162269	27 OCT 2010	3992781	12 JUL 2011
BONDSCOPE	85294354	13 APR 2011	4140219	8 MAY 2012
KNIGHT	05640702	1 11112012	4077546	20 1111 2012
FUTURES	85640783	1 JUN 2012	4377546	30 JUL 2013

RECORDED: 07/31/2017

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