

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM440974

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VELA TRADING TECHNOLOGIES USA LLC		06/30/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PACIFIC WESTERN BANK, AS COLLATERAL AGENT		
<b>Street Address:</b>	5404 WISCONSIN AVENUE, 2ND FLOOR		
<b>City:</b>	CHEVY CHASE		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20815		
<b>Entity Type:</b>	Chartered Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4113725	DART	
<b>Registration Number:</b>	4135605	DART	
<b>Registration Number:</b>	4205616	MAMA	
<b>Registration Number:</b>	4288465	MAMDA	
<b>Registration Number:</b>	4265052	SUPERFEED	
<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>Phone:</b>	312-577-8574		
<b>Email:</b>	humberto.aquino@kattenlaw.com		
<b>Correspondent Name:</b>	HUMBERTO AQUINO C/O KATTEN MUCHIN		
<b>Address Line 1:</b>	525 WEST MONROE STREET		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	330119-301		
<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO		
<b>SIGNATURE:</b>	/HUMBERTO AQUINO/		
<b>DATE SIGNED:</b>	08/28/2017		

CH \$140.00 4113725

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of June 30, 2017 (this "Trademark Security Agreement"), is made by the Pledgor that is a signatory hereto (the "Pledgor"), in favor of PACIFIC WESTERN BANK, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successors and assigns in such capacity, the "Collateral Agent"), pursuant to that certain Credit Agreement, dated as of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among VELA TRADING TECHNOLOGIES LLC, a Delaware limited liability company as the initial borrower thereunder ("Initial Borrower"; Initial Borrower and each other Person from time to time party thereto as a borrower by execution of a Joinder Agreement, each individually a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), Initial Borrower, as Borrower Representative, each of the Guarantors party thereto from time to time, the Lenders party hereto from time to time, and PACIFIC WESTERN BANK, as Administrative Agent and as Collateral Agent..

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

WHEREAS, the Pledgor is party to that certain Security Agreement dated as of June 30, 2017 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all United States registered Trademarks and applications for Trademark registration of the Pledgor, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released in accordance with the terms of the Security Agreement, and the Collateral Agent shall on the date thereof and, upon the reasonable written request by the Pledgor, at the Pledgor's sole expense, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

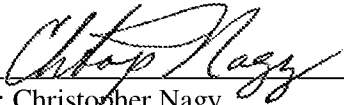
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Choice of Law; Venue; Jury Trial Waiver. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 10.7 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Pledgor hereto and the Collateral Agent have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**VELA TRADING TECHNOLOGIES USA  
LLC**, a Delaware limited liability company

By:   
Name: Christopher Nagy  
Title: Vice President

Accepted and Agreed:

**PACIFIC WESTERN BANK,**  
as Collateral Agent

By:   
Name: David Zimmerman  
Title: Senior Vice President

**SCHEDULE 1**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>TITLE</b>
Vela Trading Technologies USA LLC (fka Wombat Technologies LLC)	4,113,725	3/20/2012	DART
Vela Trading Technologies USA LLC (fka Wombat Technologies LLC)	4,135,605	5/1/2012	DART
Vela Trading Technologies USA LLC (fka Wombat Technologies LLC)	4,205,616	9/11/2012	MAMA
Vela Trading Technologies USA LLC (fka Wombat Technologies LLC)	4,288,465	2/12/2013	MAMDA
Vela Trading Technologies USA LLC (fka Wombat Technologies LLC)	4,265,052	12/25/2012	SuperFeed

United States Trademark Applications:

N/A