

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456694

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|---|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| VIRTU KNIGHT CAPITAL GROUP LLC | | 01/02/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | CREDITEX GROUP INC. | | |
| Street Address: | 55 East 52nd Street | | |
| Internal Address: | 40th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10055 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4140219 | BONDSCOPE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| | <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> | | |
| Email: | dlaker@paulweiss.com, aspoto@paulweiss.com, dewilliams@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: | 18870-031 | | |
| NAME OF SUBMITTER: | Danielle Laker | | |
| SIGNATURE: | /Danielle Laker/ | | |
| DATE SIGNED: | 01/03/2018 | | |
| Total Attachments: 5 | | | |
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| source=Fleming - Trademark Assignment Agreement (Virtu Knight) (EXECUTED)#page2.tif | | | |

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT (this “Assignment”) is made and entered into on January 2, 2018, by VIRTU KNIGHT CAPITAL GROUP LLC, a Delaware limited liability company having an address at 300 Vesey Street, New York, New York 10282 (“Assignor”), in favor of CREDITEX GROUP INC., a Delaware corporation having an address at 55 East 52nd Street, 40th Floor, New York, NY 10055 (“Assignee”).

WHEREAS, Virtu Americas LLC, a Delaware limited liability company and the indirect parent of Assignor and Intercontinental Exchange, Inc., a Delaware corporation and the indirect parent of Assignee, among others, are parties to an Asset Purchase Agreement, dated as of October 24, 2017 (the “Purchase Agreement”), pursuant to which, among other things, Assignor has agreed to convey, assign and transfer to Assignee, and Assignee has agreed to acquire and accept, all of Assignor’s rights in and to certain assets, including the trademark registrations and applications, and the trademarks that are the subjects thereof, identified on Schedule 1 hereto (collectively, the “Trademarks”); and

WHEREAS, Assignor and Assignee wish to document the formal assignment from Assignor to Assignee of Assignor’s rights in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignor hereby conveys, assigns and transfers to Assignee, its successors and assigns, all of Assignor’s right, title and interest in, to and under (i) the Trademarks, (ii) all goodwill connected with and symbolized by the Trademarks and (iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to the Trademarks, including the right to recover for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.

2. Assignor hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee of all of Assignor’s right, title and interest in and to the Trademarks in the appropriate jurisdiction and to deliver to Assignee, and to Assignee’s agents, successors or assigns, all official documents and communications with respect thereto.

3. Assignor shall cooperate with Assignee (or its successors, assigns or legal representatives), at Assignee’s sole cost and expense, in any action Assignee reasonably requests to effectuate, carry out or fulfill Assignor’s obligations hereunder, including by executing and delivering such other instruments, documents, certifications and further assurances as Assignee may reasonably request in order to vest and confirm more effectively in Assignee title to or to put Assignee more fully in legal possession of, any of the Trademarks, including in order to enable Assignee to record or perfect its ownership of the Trademarks in relevant United States and foreign local, state and national trademark offices.

4. This Assignment is made without warranty, representation, or guaranty by, or recourse against, any party of any kind or nature, express, implied, or otherwise.

5. This Assignment and any claim or controversy hereunder shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflict of laws thereof to the extent such principles would require or permit the application of the laws of another jurisdiction.

6. This Assignment, together with the Purchase Agreement, contains the entire undertaking of Assignor with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of Assignor and Assignee relating to the subject matter hereof. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

7. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed to constitute the same agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

ASSIGNOR

Virtu Knight Capital Group LLC


By: Virtu KCG Holdings LLC,
its Managing Member

By: Orchestra Borrower LLC,
its Managing Member

By: Virtu Financial Operating LLC,
its Managing Member

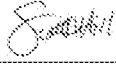
By: VFH Parent LLC,
its Managing Member

By: Virtu Financial LLC,
its Managing Member

By: 
Name: Douglas A. Cifu
Title: Chief Executive Officer

ASSIGNEE

CREDITEX GROUP INC.

By: 
Name: Scott Hill
Title: Secretary

SCHEDULE 1

Trademark Registrations and Applications

| Trademark | Reg. No. / App. No. | Reg. Date / App. Date | Status |
|------------------|----------------------------|------------------------------|---------------|
| BONDSCOPE | 4140219 | 5/08/2012 | Registered |