

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM460337

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Convergex Group, LLC		12/23/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dash Financial LLC		
<b>Street Address:</b>	250 PARK AVE S.		
<b>Internal Address:</b>	9TH FL.		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4589042	BLAZE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123329081		
<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>	612-332-5300		
<b>Email:</b>	dmattessich@merchantgould.com		
<b>Correspondent Name:</b>	Danielle I. Mattessich		
<b>Address Line 1:</b>	P.O. Box 2910		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	17919.0002US01		
<b>NAME OF SUBMITTER:</b>	Danielle I. Mattessich		
<b>SIGNATURE:</b>	/daniellemattessich/		
<b>DATE SIGNED:</b>	01/31/2018		
<b>Total Attachments: 8</b>			
source=2016 12 23 Contribution Agreement Redacted#page1.tif			
source=2016 12 23 Contribution Agreement Redacted#page2.tif			
source=2016 12 23 Contribution Agreement Redacted#page3.tif			

OP \$40.00 4589042

source=2016 12 23 Contribution Agreement Redacted#page4.tif  
source=2016 12 23 Contribution Agreement Redacted#page5.tif  
source=2016 12 23 Contribution Agreement Redacted#page6.tif  
source=2016 12 23 Contribution Agreement Redacted#page7.tif  
source=2016 12 23 Contribution Agreement Redacted#page8.tif

---

CONTRIBUTION AGREEMENT

by and among

DASH FINANCIAL HOLDINGS, LLC,

DASH FINANCIAL LLC,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

CONVERGEX HOLDINGS, LLC,

CONVERGEX GROUP, LLC,

CONVERGEX EXECUTION SOLUTIONS LLC

and

CONVERGEX SOLUTIONS LLC

Dated as of December 23, 2016

---

## CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement") is entered into as of December 23, 2016, by and among [REDACTED]

[REDACTED] Dash Financial LLC, a Delaware limited liability company ("Dash"), [REDACTED]

[REDACTED] Convergen Execution Solutions LLC, a Delaware limited liability company ("LP Holdings"), [REDACTED] and, together with LP Holdings and CVGX, the "Asset Contributors"). [REDACTED]

WHEREAS the Asset Contributors desire to contribute the Contributed Assets and the Assumed Liabilities to Dash (a then wholly-owned subsidiary of Parent) and Dash LDB (a then wholly-owned subsidiary of Parent) in exchange for the issuance of [REDACTED] Non-Voting [REDACTED] Units and [REDACTED]

WHEREAS, Parent desires to contribute the Dash Shares and the Equity Interests of Dash LDB to Borrower.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and understandings contained herein and intending to be legally bound, the Parties hereby agree as follows:

[REDACTED]

[REDACTED]

[REDACTED]

1.2 Contributed Assets. The Contributed Assets consist of all right, title and interest to all assets, properties, [REDACTED] equipment, hardware and software (in source, object, binary or any other form), contractual rights, goodwill, going concern value, rights and claims of the Asset Contributors with respect to the [REDACTED] wherever situated and of whatever kind and nature, tangible or intangible, existing as of the Closing Date, in each case which are used exclusively in or are exclusively related to the [REDACTED] as the same shall exist on the Closing Date, other than the Excluded Assets (herein collectively called the "Contributed Assets"), including all right, title and interest of the Asset Contributors in and to the following: all assets reflected on the [REDACTED], except those disposed of after the date of the [REDACTED] Balance Sheet in the ordinary course of business;

(b) all notes and accounts receivables generated by the [REDACTED];

(c) the goodwill of the [REDACTED] as a going concern;

(d) all Contracts to which any Asset Contributor or any of its Affiliates is a party or is otherwise bound that are used exclusively in or are exclusively related to the operation or conduct of the [REDACTED] (the "Assigned Contracts"), including the Contracts listed on Schedule 1.2(d);

[REDACTED]

[REDACTED]

#### 4.11 Intellectual Property Rights.

(a) The attached Schedule 4.11(a) contains (i) a complete and accurate description and list of all patented or registered Intellectual Property Rights (or applications therefor) owned by any Asset Contributor or filed in the name of any Asset Contributor which are used exclusively in or are exclusively related to the [REDACTED] (indicating for each the applicable jurisdiction and registration number (or application number) ) and (ii) all material [REDACTED], owned by any Asset Contributor and used exclusively in or exclusively related to the [REDACTED]. The Asset Contributors (i) exclusively own and possess all right, title and interest in and to all Intellectual Property Rights set forth, or required to be set forth, on Schedule 4.11(a), and (ii) exclusively own and possess all right, title and interest in and to, or have the right to use pursuant to a valid and enforceable license, all other Intellectual Property Rights (including [REDACTED]) used exclusively in or exclusively related to the [REDACTED] as presently conducted and as presently proposed to be conducted (the Intellectual Property Rights referred to collectively in (i) and (ii), the "[REDACTED]"), each, free and clear of all Liens other than Permitted Liens. All Persons, including all employees, independent contractors, and consultants, who have been, or are currently, involved, either directly or indirectly, in the creation or development of any [REDACTED] by or for an Asset Contributor have signed and delivered to an Asset Contributor written agreements providing that all such Intellectual Property Rights are exclusively owned by such Asset Contributor through a present assignment of all right, title and interest in, to, and under all such Intellectual Property Rights. No Affiliate of the Asset Contributors, [REDACTED], owns or holds any [REDACTED] Property Rights. The Asset Contributors have taken all reasonable actions to maintain and protect the confidentiality of all trade secrets and material Confidential Information included in the [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

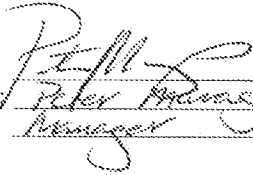
[REDACTED] **siness**

DASH:

Dash Financial LLC

By: Dash Financial Holdings, LLC

Its: Manager

By:   
Name: Peter Adams  
Title: Manager

*[Signature Page to Contribution Agreement]*

---



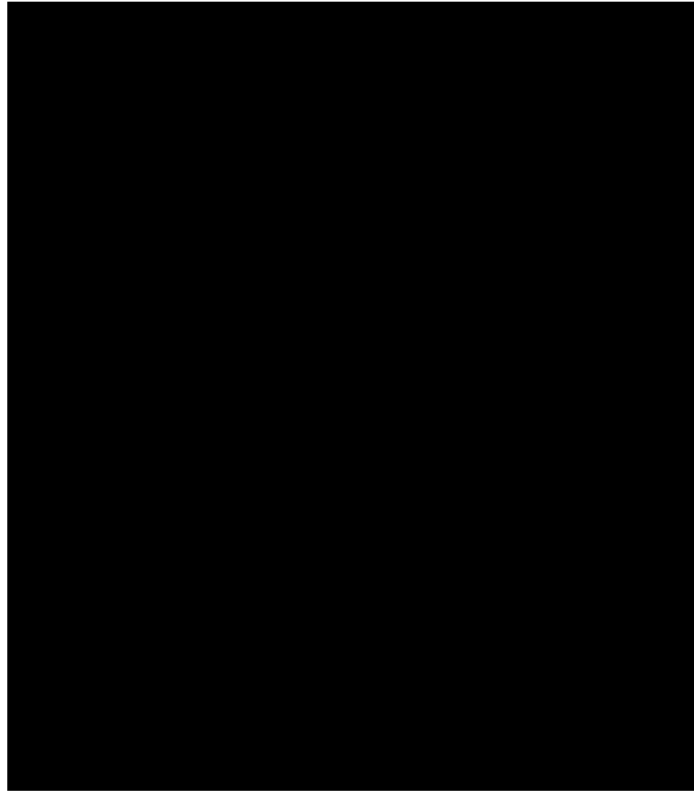
**ASSET CONTRIBUTORS:**

**Convergex Execution Solutions LLC**

By: Fred Arnold

Name: Frederick Arnold

Title: Executive Managing Director



*[Signature Page to Contribution Agreement]*

**Schedule 4.11(a)**  
**Intellectual Property Rights**

**1. Trademarks**

(i) Registered trademarks

Trademark	Jurisdiction of Registration	Status	Registration #	Registration Date	Owner
Blaze	US	Registered	4589042	8/19/2014	Convergenx Group, LLC
NXP Dark	US	Registered	4951901	5/3/2016	Convergenx Execution Solutions LLC
Real-Time Edge	US	Registered	4363759	7/9/2013	Convergenx Execution Solutions LLC

(ii) Trademark applications

Trademark	Jurisdiction of Registration	Status	Application #	Application Date	Owner
Liquidpoint UCOB	US	Pending – Intent to Use	86071473	9/23/2013	Convergenx Execution Solutions LLC