

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502855

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fidessa Group Holdings Limited		12/19/2018	Private Company Limited by Shares: ENGLAND AND WALES
Fidessa Buy-Side Limited		12/19/2018	Limited Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch		
Street Address:	600 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2231381	FIDESSA	
Registration Number:	3003535	FIDESSA	
Registration Number:	3937169	FRAGULATOR	
Registration Number:	4032830	FFI	
Registration Number:	4036389	TRADALYZER	
Registration Number:	4149766	FIDESSA	
Registration Number:	4207904	FI	
Registration Number:	5242389	FIDESSA PROSPECTOR	
Registration Number:	3119710	SENTINEL	
Registration Number:	3162639	LATENTZERO	
Registration Number:	4011945	LATENTZERO	
Registration Number:	4012233	MINERVA	
Registration Number:	4012234	TESSERACT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2136207848
Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1145754-0030-S216
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NAME OF SUBMITTER:	Justine Lu
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SIGNATURE:	/Justine Lu/
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DATE SIGNED:	12/20/2018
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT**(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)**

WHEREAS, each of the entities set forth in Annex I (each herein referred to as a “Grantor”) to this Trademark Security Agreement owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, ION TRADING TECHNOLOGIES S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg, with a share capital of EUR 12500, having its registered office at 63-65, rue de Merl, L-2146 Luxembourg and registered with the Luxembourg Trade and Companies Register under number B 177.176, as Borrower (the “Borrower”), ION TRADING TECHNOLOGIES LIMITED, a private limited company incorporated under the laws of Ireland with registered number 526505 and having its registered office at 4th Floor, Minerva House, Simonscourt Road, Ballsbridge, Dublin 4, each lender from time to time party thereto, and UBS AG, Stamford Branch, as First Lien Administrative Agent (the “First Lien Administrative Agent”), are parties to an Amended and Restated First Lien Credit Agreement dated as of June 10, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time the from time to time, the “First Lien Credit Agreement”);

WHEREAS, pursuant to (i) an Amended and Restated First Lien U.S. Collateral Agreement dated as of June 10, 2014 (as amended and/or supplemented from time to time, the “First Lien U.S. Collateral Agreement”) among the Borrower, the Guarantors party thereto and the First Lien Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “Grantee”), and (ii) certain other Collateral Documents (including this Trademark Security Agreement), each Grantor has secured certain of its obligations (the “Obligations”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the applicable Grantor, including all right, title and interest of the applicable Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the First Lien U.S. Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the First Lien U.S. Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Grantee, to secure the Obligations, a continuing security interest in all of the applicable Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the First Lien U.S. Collateral Agreement) owned by each Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each Trademark License (as defined in the First Lien U.S. Collateral Agreement) to which any Grantor is a party and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by any Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by any Grantor (including, without limitation, any Trademark identified in Schedule I hereto), and all rights and benefits of any Grantor under any Trademark License or for injury to the goodwill associated with any of the foregoing.

Each Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the applicable Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the applicable Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the First Lien U.S. Collateral Agreement or the First Lien Credit Agreement, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the First Lien U.S. Collateral Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the First Lien U.S. Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR, IF THAT FEDERAL COURT LACKS SUBJECT MATTER JURISDICTION, THE COMMERCIAL DIVISION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY, AND ANY APPELLATE COURT THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK FEDERAL OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH STATE COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING

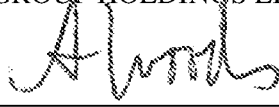
IN THIS TRADEMARK SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT ANY PARTY HERETO MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT AGAINST ANY OTHER PARTY HERETO OR THEIR RESPECTIVE PROPERTIES IN THE COURTS OF ANY JURISDICTION.

EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT IN ANY NEW YORK STATE OR FEDERAL COURT. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.


EACH PARTY TO THIS TRADEMARK SECURITY AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 20 OF THE FIRST LIEN U.S. COLLATERAL AGREEMENT. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized.

FIDESSA GROUP HOLDINGS LIMITED

By: 
Name: Ashley Woods
Title: Authorised signatory


FIDESSA BUY-SIDE LIMITED

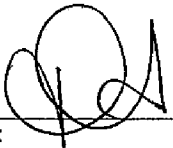
By: 
Name: Ashley Woods
Title: Authorised signatory

[Signature Page to Trademark Security Agreement]

Acknowledged:

UBS AG, STAMFORD BRANCH, as First Lien
Administrative Agent

By: 
Name: Craig Pearson
Title: Associate Director
Banking Product Services, US

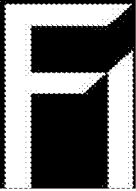
By: 
Name: Darlene Arias
Title: Director

[Signature Page to Trademark Security Agreement]

Annex I

1. Fidessa Group Holdings Limited, incorporated under the laws of England and Wales
2. Fidessa Buy-side Limited, incorporated under the laws of England and Wales

U.S. TRADEMARK REGISTRATIONS

Country/Region	Trademark (Design)	Registration No.	Record Owner
United States of America	FIDESSA	2231381	Fidessa Group Plc (now Fidessa Group Holdings Limited)
United States of America	FIDESSA	3003535	Fidessa Group Plc (now Fidessa Group Holdings Limited)
United States of America	FRAGULATOR	3937169	Fidessa Group Plc (now Fidessa Group Holdings Limited)
United States of America	FFI	4032830	Fidessa Group Plc (now Fidessa Group Holdings Limited)
United States of America	TRADALYZER	4036389	Fidessa Group Plc (now Fidessa Group Holdings Limited)
United States of America	FIDESSA	4149766	Fidessa Group Plc (now Fidessa Group Holdings Limited)
United States of America	 FI	4207904	Fidessa Group Plc (now Fidessa Group Holdings Limited)
United States of America	FIDESSA PROSPECTOR	5242389	Fidessa Group Plc (now Fidessa Group Holdings Limited)
United States of America	SENTINEL	3119710	Fidessa Buy-side Limited
United States of America	LATENTZERO	3162639	Fidessa Buy-side Limited
United States of America	LATENTZERO	4011945	Fidessa Buy-side Limited
United States of America	MINERVA	4012233	Fidessa Buy-side Limited
United States of America	TESSERACT	4012234	Fidessa Buy-side Limited