

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM512507

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Virtu Knight Capital Group LLC		03/01/2019	Limited Liability Company: DELAWARE
Virtu Financial Operating LLC		03/01/2019	Limited Liability Company: DELAWARE
Virtu GETCO Holding Company LLC		03/01/2019	Limited Liability Company: DELAWARE
Virtu KCG Holdings LLC		03/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Administrative Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3302204	KNIGHT	
Registration Number:	3332616	KNIGHT DIRECT	
Registration Number:	4377546	KNIGHT FUTURES	
Registration Number:	3593799	KNIGHT LINK	
Registration Number:	3316331	KNIGHT MATCH	
Registration Number:	3302294	KNIGHT THE SCIENCE OF TRADING THE STANDA	
Registration Number:	3992781	FIND OUT WHAT KNIGHT CAN DO FOR YOU	
Registration Number:	4137867	VIRTU	
Registration Number:	3809368	EWT TRADING	
Registration Number:	4692935	KCG	
Registration Number:	4793985	CATCH	
Registration Number:	3755151	GETCO	
Registration Number:	4826092	KCG	
Registration Number:	4527060	KCG BONDPOINT	
TRADEMARK			

OP \$415.00 3302204

Property Type	Number	Word Mark
Registration Number:	4527059	KCG FUTURES
Registration Number:	5001370	KCG MATCHIT

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1052846 TM IPSA VIRTU
NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	03/04/2019

Total Attachments: 6

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT dated as of March 1, 2019 (this “Agreement”), among Virtu Knight Capital Group LLC, Virtu Financial Operating LLC, Virtu Financial Services LLC, Virtu GETCO Holding Company LLC and Virtu KCG Holdings LLC (collectively, the “Grantors” and each, a “Grantor”) and Jefferies Finance LLC, as administrative agent and collateral agent (in such capacities, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement dated as of March 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Virtu Financial LLC, a Delaware limited liability company (“Holdings”), Impala Borrower LLC, a Delaware limited liability company (the “Acquisition Borrower”), VFH Parent LLC, a Delaware limited liability company (“Virtu” or the “Refinancing Borrower”), the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent and (b) the Collateral Agreement dated as of March 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Acquisition Borrower, the Refinancing Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and Issuing Banks have agreed to extend credit to the Acquisition Borrower and the Refinancing Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Acquisition Borrower and the Refinancing Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders and Issuing Banks to make additional extensions of credit under the Credit Agreement and as consideration for such extensions of credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the “Trademark Collateral”).

SECTION 3. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2 above attach to any intent-to-use trademark applications filed in the United States Patent and Trademark Office prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect to such applications if and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 4. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which

when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

VIRTU KNIGHT CAPITAL GROUP LLC
VIRTU FINANCIAL OPERATING LLC
VIRTU FINANCIAL SERVICES LLC
VIRTU GETCO HOLDING COMPANY LLC
VIRTU KCG HOLDINGS LLC

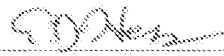
By: 

Name: Joseph Molluso

Title: Chief Financial Officer

[SIGNATURE PAGE TO VIRTU TRADEMARK SECURITY AGREEMENT]

JEFFERIES FINANCE LLC, as Administrative Agent

By: 
Name: E.J. Hess
Title: Managing Director

Schedule I

Intellectual Property

U.S. Trademarks and Trademark Applications

<u>Loan Party</u>	<u>Record Owner</u>	<u>Mark</u>	<u>Registration / Application Number</u>
Virtu Knight Capital Group LLC	Knight Capital Group LLC	KNIGHT and design	3302204
Virtu Knight Capital Group LLC	Knight Capital Group LLC	KNIGHT DIRECT	3332616
Virtu Knight Capital Group LLC	Knight Capital Group LLC	KNIGHT FUTURES	4377546
Virtu Knight Capital Group LLC	Knight Capital Group LLC	KNIGHT LINK	3593799
Virtu Knight Capital Group LLC	Knight Capital Group LLC	KNIGHT MATCH	3316331
Virtu Knight Capital Group LLC	Knight Capital Group LLC	KNIGHT THE SCIENCE OF TRADING THE STANDARD OF TRUST	3302294
Virtu Knight Capital Group LLC	Knight Capital Group LLC	FIND OUT WHAT KNIGHT CAN DO FOR YOU	3992781
Virtu Financial Operating LLC	Virtu Financial Operating LLC	VIRTU	4137867
Virtu Financial Services LLC	Virtu Financial Services LLC	EWI TRADING and design	3809368 Cancelled
Virtu GETCO Holding Company LLC	GETCO Holding Company, LLC	KCG	4692935
Virtu KCG Holdings LLC	KCG Holdings, Inc.	CATCH	4793985
Virtu KCG Holdings LLC	KCG Holdings, Inc.	GETCO	3755151
Virtu KCG Holdings LLC	KCG Holdings, Inc.	KCG & Design	4826092
Virtu KCG Holdings LLC	KCG Holdings, Inc.	KCG BondPoint	4527060
Virtu KCG Holdings LLC	KCG Holdings, Inc.	KCG FUTURES	4527059

<u>Loan Party</u>	<u>Record Owner</u>	<u>Mark</u>	<u>Registration / Application Number</u>
Virtu KCG Holdings LLC	KCG Holdings, Inc.	KCG MatchIt	5001370