

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512508

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Virtu ITG Software Solutions LLC		03/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LC, 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: 17			
Property Type	Number	Word Mark	
Registration Number:	2597614	INVESTMENT TECHNOLOGY GROUP	
Registration Number:	3185156	ALTERNET	
Registration Number:	1530044	POSIT	
Registration Number:	2581518	ITG	
Registration Number:	4174476	ITG	
Registration Number:	2958227	TRITON	
Registration Number:	3919992	ITG NET	
Registration Number:	3505893	POSIT MATCH	
Registration Number:	3706057	ITG NET	
Registration Number:	3693845	POSIT ALERT	
Registration Number:	3686919	ITG FAIR VALUE	
Registration Number:	3614873	ITG TCA	
Registration Number:	3614893	ITG ALGORITHMS	
Registration Number:	3614898	ITG SINGLE-STOCK ALGORITHMS	
Registration Number:	3614871	ITG LIST-BASED ALGORITHMS	
Registration Number:	3717953	POSIT MARKETPLACE	
Registration Number:	4407565	DECODING SIGNAL FROM NOISE	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$440.00 2597614

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 ITG
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NAME OF SUBMITTER:	Doris Ka
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SIGNATURE:	/Doris Ka/
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DATE SIGNED:	03/04/2019
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of March 1, 2019 (this “Agreement”), among Virtu ITG Software Solutions LLC (the “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 (“Intermediate Holdings”), VFH Parent LLC, a Delaware limited liability company (“Virtu” or the “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 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 Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. 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, the 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 Grantor hereby acknowledges and affirms 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 ITG SOFTWARE SOLUTIONS LLC

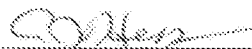
By: 
Name: Joseph Molluso
Title: Chief Financial Officer

[SIGNATURE PAGE TO ITG TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006579 FRAME: 0391

JEFFERIES FINANCE LLC, as Administrative Agent

By:



Name: E.J. Hess

Title: Managing Director

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Mark	Registration/ Application Number
ITG Software Solutions, Inc.	INVESTMENT TECHNOLOGY GROUP	2597614
ITG Software Solutions, Inc.	ALTERNET	3185156
ITG Software Solutions, Inc.	POSIT	1530044
ITG Software Solutions, Inc.	ITG	2581518
ITG Software Solutions, Inc.	ITG	4174476
ITG Software Solutions, Inc.	TRITON	2958227
ITG Software Solutions, Inc.	ITG NET	3919992
ITG Software Solutions, Inc.	POSIT MATCH	3505893
ITG Software Solutions, Inc.	ITG NET	3706057
ITG Software Solutions, Inc.	POSIT ALERT	3693845
ITG Software Solutions, Inc.	ITG FAIR VALUE	3686919
ITG Software Solutions, Inc.	ITG TCA	3614873
ITG Software Solutions, Inc.	ITG ALGORITHMS	3614893
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