

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512606

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:	U.S. Bank National Association		
Street Address:	60 Livingston Avenue		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Banking Association: 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			

CH \$440.00 2597614

Fax Number:

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.

Email: astark@paulweiss.com, lfranco@paulweiss.com,
cadinolfi@paulweiss.com

Correspondent Name: Alexander Stark

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:	18870-037
--------------------------------	-----------

NAME OF SUBMITTER:	Alexander Stark
---------------------------	-----------------

SIGNATURE:	/Alexander Stark/
-------------------	-------------------

DATE SIGNED:	03/04/2019
---------------------	------------

Total Attachments: 5

source=Virtu_Sequential - ITG Trademark Security Agreement (2L) (Executed Version)#page1.tif

source=Virtu_Sequential - ITG Trademark Security Agreement (2L) (Executed Version)#page2.tif

source=Virtu_Sequential - ITG Trademark Security Agreement (2L) (Executed Version)#page3.tif

source=Virtu_Sequential - ITG Trademark Security Agreement (2L) (Executed Version)#page4.tif

source=Virtu_Sequential - ITG Trademark Security Agreement (2L) (Executed Version)#page5.tif

TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

TRADEMARK SECURITY AGREEMENT (SECOND LIEN) dated as of March 1, 2019 (this “Agreement”), among Virtu ITG Software Solutions LLC (the “Grantor”) and U.S. Bank National Association, as collateral agent (in such capacity (the “Collateral Agent”).

Reference is made to the Second Lien Collateral Agreement dated as of July 20, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Virtu Financial LLC, VFH Parent LLC, Orchestra Co-Issuer, Inc., each other Grantor party thereto and the Collateral Agent. In connection with the requirements of the Collateral Agreement, 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 Indenture, 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 Collateral 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 Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Copyright 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.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to the Senior Credit Facility Agent pursuant to or in connection with the Senior Credit Agreement, and (ii) the exercise

of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[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 - SECOND LIEN]

TRADEMARK
REEL: 006580 FRAME: 0069

U.S. BANK NATIONAL ASSOCIATION, as Collateral
Agent,

By: 
Name: Richard Prokosch
Title: Vice President

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
ITG Software Solutions, Inc.	ITG SINGLE-STOCK ALGORITHMS	3614898
ITG Software Solutions, Inc.	ITG LIST-BASED ALGORITHMS	3614871
ITG Software Solutions, Inc.	POSIT MARKETPLACE	3717953
ITG Software Solutions, Inc.	DECODING SIGNAL FROM NOISE	4407565