

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529599

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QAPITAL, INC.		06/27/2019	Corporation:
QAPITAL INVEST, LLC		06/27/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Peak6 Group LLC		
Street Address:	141 W. Jackson Blvd., Suite 500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4961041	Q	
Registration Number:	5350899	QAPITAL	
Registration Number:	5350900	QAPITAL	
Registration Number:	5561261	SAVE SMALL. LIVE LARGE.	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	50383-30230		
NAME OF SUBMITTER:	Dusan Clark/		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	06/27/2019		

CH \$115.00 4961041

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of June 27, 2019, by and among **QAPITAL, INC.**, a Delaware corporation (the “Borrower”), **QAPITAL INVEST, LLC**, a Delaware limited liability company (“Qapital Invest”), each Person that becomes a “Grantor” hereunder pursuant to the terms of Section 15 hereof (each such Person collectively with the Borrower and Qapital Invest, the “Grantors”, and each individually, a “Grantor”), and **PEAK6 GROUP LLC**, a Delaware limited liability company (the “Lender”).

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement, dated as of even date herewith (as amended, modified, supplemented or restated and in effect from time to time, the “Credit Agreement”), by and among the Borrower, Qapital Insight AB (publ), a public limited liability company incorporated in Sweden, and the Lender, pursuant to which the Lender has agreed to make term loans to the Borrower upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, the obligation of the Lender to make term loans to the Borrower is conditioned upon, among other things, the execution and delivery by the Grantors of (i) that certain Security Agreement, dated as of even date herewith (as amended, modified, supplemented or restated and in effect from time to time, the “Security Agreement”), by and among the Grantors and the Lender, pursuant to which each Grantor grants to the Lender a security interest in and to the Collateral (as defined in the Security Agreement), and (ii) an agreement in the form hereof, pursuant to which each Grantor grants to the Lender a security interest in and to the IP Collateral (as defined herein), in order to secure the Secured Obligations (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Lender (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Definitions. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement or the Security Agreement (as applicable). In addition, as used herein, the following terms shall have the following meanings:

“Additional Grantor” shall have the meaning assigned to such term in Section 15 hereof.

“Agreement” shall have the meaning assigned to such term in the preamble of this Agreement.

“Borrower” shall have the meaning assigned to such term in the preamble of this Agreement.

“Copyrights” shall mean all copyrights and works of authorship of any Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the copyright registrations and copyright applications listed on Exhibit A annexed hereto and made a part hereof.

“Copyright Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Copyright, including, without limitation, the agreements listed on Exhibit A annexed hereto and made a part hereof.

“Copyright Office” shall mean the United States Copyright Office or any other governmental agency which may hereafter perform its or similar functions.

“Credit Agreement” shall have the meaning assigned to such term in the recitals of this Agreement.

“General Intangibles” shall have the meaning assigned to such term in the Uniform Commercial Code.

“Grantor” and “Grantors” shall have the meaning assigned to such term in the preamble of this Agreement.

“Intellectual Property” shall mean Patents, Copyrights, Trademarks and trade secrets.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“IP Security Agreement Supplement” shall have the meaning assigned to such term in Section 15 hereof.

“Lender” shall have the meaning assigned to such term in the preamble of this Agreement.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses and Trademark Licenses.

“Material License” shall mean a License that provides for obligations that are material to and enforceable against the Grantor, or rights that are material to the Grantor and enforceable by the Grantor against one or more other parties to the License.

“Patents” shall mean all patents and applications for patents of any Grantor, and the associated rights in any inventions and improvements therein disclosed, and any and all divisions, reissues, continuations, continuations-in-part, extensions, substitutions, and reexaminations of said patents including, without limitation, the patents and patent applications listed on Exhibit A annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on Exhibit A annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other governmental agency which may hereafter perform its or similar functions.

“Qapital Invest” shall have the meaning assigned to such term in the preamble of this Agreement.

“Secured Obligations” shall mean, collectively, the Obligations (as defined in the Credit Agreement).

“Security Agreement” shall have the meaning assigned to such term in the recitals of this Agreement.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered (although only to the maximum extent of the law for any intent-to-use applications), including, without limitation, the trademark registrations and trademark applications listed on Exhibit A annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, the agreements listed on Exhibit A annexed hereto and made a part hereof.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest granted by the Grantors to the Lender, and its successors and assigns, under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby ratifies such Security Interest and grants to the Lender, and its successors and assigns, a continuing security interest, with a power of sale (which power of sale shall be exercisable only in accordance with Section 8 following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights;
- (b) All Copyright Licenses;
- (c) All Patents;
- (d) All Patent Licenses;
- (e) All Trademarks;
- (f) All Trademark Licenses;
- (g) All renewals of any of the foregoing;
- (h) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);
- (i) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof;

(j) The right to sue for past, present and future infringements and dilutions of any of the foregoing; and

(k) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

Notwithstanding anything contained in this Agreement or any other Loan Document to the contrary, the term "IP Collateral" shall not include (a) any intent-to-use trademark application prior to the filing of and acceptance of a "Statement of Use" or "Amendment to Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law, or (b) any other Excluded Property (as defined in the Security Agreement) not otherwise listed in this paragraph.

SECTION 3. Protection of Intellectual Property and Material Licenses by Grantors. Except as set forth below in this Section 3, each of the Grantors shall undertake the following with respect to each registration or application for registration of each Patent, Copyright and Trademark owned by the Grantors which are material to the conduct of the business of the Grantors in the ordinary course:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) At the Grantors' sole cost, expense, and risk, pursue the processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Except as set forth below in this Section 3, each of the Grantors shall pay all renewal fees and other fees and costs associated with maintaining the Material Licenses and take all other reasonable and necessary steps to maintain each of the Material Licenses.

Notwithstanding the foregoing, so long as (i) no Event of Default has occurred and is continuing or (ii) no Material Adverse Effect would result therefrom:

(A) no Grantor shall have an obligation to use or to maintain any registration or application for registration for any Patent, Copyright or Trademark owned by such Grantor (x) that relates solely to a product or service that has been discontinued, abandoned or terminated, or (y) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does

not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement; and

(B) no Grantor shall have an obligation to use or to maintain any Material License (x) that relates solely to a product or service that has been discontinued, abandoned or terminated, or (y) that has been replaced with a Material License substantially similar to the Material License that has expired or been terminated, so long as such replacement Material License is subject to the lien created by this Agreement.

SECTION 4. Grantors' Representations and Warranties. Each Grantor represents and warrants to the Lender that:

(a) Exhibit A contains a true, correct and complete list of all copyright registrations and copyright applications for registration owned by such Grantor as of the date hereof.

(b) Exhibit A contains a true, correct and complete list of all patents and patent applications for registration owned by such Grantor as of the date hereof.

(c) Exhibit A contains a true, correct and complete list of all trademark and service mark registrations and trademark and service mark applications for registration owned by such Grantor as of the date hereof.

(d) Exhibit A contains a true, correct and complete list of all Material Licenses as of the date hereof.

(e) Except as set forth in Exhibit A, none of the Intellectual Property is the subject of any Material License or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(f) All IP Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Liens and Liens in favor of the Lender.

(g) Such Grantor owns, or is licensed to use, all Intellectual Property or Material Licenses necessary for the conduct of its business as currently conducted. No written claim has been asserted and is pending by any Person challenging the validity or effectiveness of any of its Intellectual Property or Material Licenses nor does such Grantor know of any valid basis for any such claim, except as otherwise set forth in the Loan Documents. No Grantor has actual knowledge that the use by such Grantor of the Intellectual Property or Material Licenses infringes the rights of any Person in any material respect. Except as set forth in the Loan Documents, no holding, decision or judgment that has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property or Material Licenses in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of such Grantor.

(h) Such Grantor hereby authorizes the Borrower to give the Lender written notice (with reasonable detail) semi-annually, and in any event not later than the respective dates established in Sections 6.04(a) and 6.04(b) of the Credit Agreement for

the delivery of financial statements for the second quarter and fiscal year end of such semi-annual period, and otherwise from time to time at the Lender's request, of the occurrence of any of the following during the six month period preceding such delivery:

(i) Such Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(ii) Such Grantor's becoming entitled to the benefit of any additional registered Intellectual Property (other than such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iii) Such Grantor's knowing, or having reason to know, that any application or registration relating to any Intellectual Property may, other than as provided in Section 3 above, become forfeited, abandoned or cancelled or subject to an administrative proceeding (including, without limitation, the institution of any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding such Grantor's ownership of, or the validity of, any Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i) and (ii) of Section 4(h), above, and to Material Licenses all of which shall be deemed to be and treated as "Intellectual Property" or "Material Licenses," as applicable, within the meaning of this Agreement other than items expressly excluded from the definition of "IP Collateral". Each Grantor authorizes the Borrower to give the Lender an updated Exhibit A to this Agreement semi-annually, and in any event not later than the respective dates established in Sections 6.04(a) and 6.04(b) of the Credit Agreement for the delivery of financial statements for the second quarter and fiscal year end of such semi-annual period identifying any additional Intellectual Property acquired by a Grantor during the six-month period preceding such delivery. Each Grantor hereby authorizes the Lender to file, at such Grantor's expense, such updated Exhibit as set forth in Section 5(b) for any additional Intellectual Property set forth on such updated Exhibit A.

(b) Upon the reasonable request of the Lender, each of the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Lender may reasonably request to evidence the Lender's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each of the Grantors hereby constitutes the Lender as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, the Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantors' Rights to Enforce Intellectual Property. The Grantors shall have the right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantors first provide the Lender with prior written notice of the institution of any legal proceedings by the Grantors for enforcement of any Intellectual Property;

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) or a suit with respect to a Material License shall constitute IP Collateral to the extent not otherwise expressly excluded from the definition thereof; and

(c) Following the occurrence and during the continuance of any Event of Default, the Lender, by notice to the Grantors, may terminate or limit the Grantor's rights under this Section 6.

SECTION 7. Lender's Actions to Protect Intellectual Property. In the event of:

(a) any Grantor's failure, within twenty (20) days of written notice from the Lender, to cure any failure by such Grantor to observe or perform any of such Grantor's covenants, agreements or other obligations hereunder; or

(b) the occurrence and continuance of any other Event of Default,

the Lender, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead and may (but shall not be required to) act in the Lender's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, the Lender may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property or a Material License, in addition to which the Lender may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property or a Material License, subject to applicable Law. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and is continuing and that the Lender is authorized to exercise such rights and remedies.

SECTION 9. Lender as Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Lender (and all officers, employees or agents designated by the Lender) as and for such Grantor's true and lawful agent and attorney-in-fact, effective following the occurrence and during the continuance of any Event of Default, and in such capacity and during such time the Lender shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Lender:

(i) To supplement and amend from time to time Exhibit A of this Agreement to include any new or additional Intellectual Property of such Grantor;

(ii) To exercise any of the rights and powers referenced herein; and

(iii) To execute all such instruments, documents and papers as the Lender determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer or other disposition of the Intellectual Property or a Material License.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Lender.

(c) The Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantors for any act or omission to act.

SECTION 10. Lender's Rights.

(a) Any use by the Lender of the Intellectual Property or a Material License, as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this Agreement, the Credit Agreement and the Security Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this Agreement, the Credit Agreement, the Security Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Lender any rights in and to the Intellectual Property or a Material License, which rights are effective only following the occurrence and during the continuance of any Event of Default.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Lender in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest granted to the Lender, and its successors and assigns, under the Security Agreement. All provisions of the Security Agreement shall apply to the IP Collateral. The Lender shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.

SECTION 12. Further Assurances. Each Grantor agrees to, at its own expense, execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Lender may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the Grantors' execution and delivery of this

Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Termination; Release of IP Collateral.

(a) Any Lien upon any IP Collateral will be released automatically if the IP Collateral constitutes property being sold, transferred or disposed of in a permitted disposition under Section 7.05(b) of the Credit Agreement so long as the Lender's Liens attach to the Net Cash Proceeds thereof. Upon at least two (2) Business Days' prior written request by the Grantors, the Lender shall execute such documents as may be necessary to evidence the release of the Liens upon any IP Collateral described in this Section 13(a); provided, however, that (i) the Lender shall not be required to execute any such document on terms which, in its reasonable opinion, would, under applicable Law, expose the Lender to liability or create any obligation or entail any adverse consequence other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Secured Obligations or any Liens (other than those expressly being released) upon (or obligations of any Grantor in respect of) all interests retained by any Grantor, including, without limitation, the proceeds of any sale, all of which shall continue to constitute part of the IP Collateral.

(b) Except for those provisions which expressly survive the termination thereof, this Agreement and the security interest granted herein shall terminate automatically when (i) all of the commitments shall have expired or been terminated and (ii) the principal of and interest on the Term Loan and all fees and other Secured Obligations (other than contingent indemnification obligations for which claims have not been asserted) shall have been paid in full in cash, at which time the Lender shall execute and deliver to the Grantors, at the Grantors' expense, all termination statements, releases and similar documents that the Grantors shall reasonably request to evidence such termination; provided, however, that the Credit Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Secured Obligation is rescinded or must otherwise be restored by the Lender upon the bankruptcy or reorganization of any Grantor.

(c) Any execution and delivery of termination statements, releases or other documents pursuant to this Section 13 shall be without recourse to, or warranty by, the Lender.

SECTION 14. Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW (OTHER THAN THE NEW YORK GENERAL OBLIGATIONS LAW §5-1401 AND §5-1402)).

(b) SUBMISSION TO JURISDICTION. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW

YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL 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 AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY GRANTOR OR ITS RESPECTIVE PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SUBSECTION (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 9.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN

DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 15. Additional Grantors. If, at the option of the Borrower or as required pursuant to Section 6.11 of the Credit Agreement, a Person that is not a Grantor is required to become a Grantor hereunder (such person, an “Additional Grantor”), such Person shall execute a joinder agreement in the form of Exhibit B (an “IP Security Agreement Supplement”), and there shall be no need to re-execute, amend or restate this Agreement in connection therewith. Upon such execution and delivery by any Additional Grantor, notice of which is hereby waived by the Grantors, such Additional Grantor shall be deemed to have made the representations and warranties set forth herein as of such time of such Additional Grantor’s execution thereof, and shall be bound by all of the terms, covenants and conditions hereof to the same extent as if such Additional Grantor had executed this Agreement as of the Closing Date, and the Lender shall be entitled to all of the benefits of such Additional Grantor’s obligations hereunder.

SECTION 16. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement constitutes the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01 of the Credit Agreement, this Agreement shall become effective when it shall have been executed by the Lender and when the Lender shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor and the Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

QAPITAL, INC.

By: 

Name: Erik Akterin

Title: Chief Technology Officer and Secretary

QAPITAL INVEST, LLC

By: 

Name: Erik Akterin

Title: Chief Technology Officer and Secretary

LENDER:


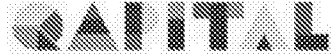
PEAK6 GROUP LLC, a Delaware
limited liability company

By: Jay Coppoletta
Name: Jay Coppoletta
Title: Chief Corp Dev & Legal Officer

IP SECURITY AGREEMENT EXHIBIT A
Intellectual Property

TRADEMARK REGISTRATIONS/APPLICATIONS

Trademark registrations/applications of Qapital, Inc. listed below:

Mark	Serial No.	Registration No.	Registration Date	Status
	88431083	4861041	May 16, 2017	Live
	88431084	5260889	December 8, 2017	Live
QAPITAL	86431085	8858903	December 8, 2017	Live
SAVE SMALL LINE LARSEN PC (SFS)	87979226	5381285	September 17, 2018	Live

Trademark registrations/applications of Qapital Invest, LLC: None.

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None.

PATENTS

None.

MATERIAL LICENSES

None.