

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648364

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OptionsCity Software, Inc.		05/17/2021	Corporation: DELAWARE
Exegy Incorporated		05/17/2021	Corporation: DELAWARE
Vela Trading Systems LLC		05/17/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	4370 La Jolla Village Drive #1050
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92122
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	6131815	VELA
Registration Number:	6131816	VELA
Registration Number:	6131817	VELA
Registration Number:	6131818	VELA
Registration Number:	6131819	VELA
Registration Number:	4288465	MAMDA
Registration Number:	4205616	MAMA
Registration Number:	4135605	DART
Registration Number:	4265052	SUPERFEED
Registration Number:	4113725	DART
Registration Number:	4905146	CITY API
Registration Number:	6110824	EXEGY
Registration Number:	6110823	EXEGY
Registration Number:	3154792	EXEGY
Registration Number:	6059240	SIGNUM
Registration Number:	6059241	SIGNUM
Registration Number:	4500411	MARKET DATA PEAKS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90249412	XERO

CORRESPONDENCE DATA

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.

Phone: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

NAME OF SUBMITTER:	Monet Zaccarelli
SIGNATURE:	/Monet Zaccarelli/
DATE SIGNED:	05/20/2021

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of May 17, 2021 by and among **OptionsCity Software, Inc.**, a Delaware corporation, **Exegy Incorporated**, a Delaware corporation, and **Vela Trading Systems LLC**, a limited liability company (individually and collectively, the “**Grantor**”) and **SILICON VALLEY BANK**, as administrative agent and as collateral agent for the Lenders (together with its successors, in such capacities, the “**Administrative Agent**”).

RECITALS

1. Administrative Agent, the Lenders and the other Secured Parties have severally agreed to make initial extensions of credit to the Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Credit Agreement, dated as of May 17, 2021, by and among **EXV MIDCO, LLC**, a Delaware limited liability company, **EXV INTERMEDIATECO, LLC**, a Delaware limited liability company, as a Borrower, **EXV MERGER SUB I, INC.**, a Delaware corporation, as an Initial Borrower and upon consummation of the Acquisition, **EXEGY INCORPORATED**, a Delaware corporation, the surviving entity after giving effect to the Acquisition, as a Borrower, **EXV MERGER SUB II, LLC**, a Delaware limited liability company, as an Initial Borrower and upon consummation of the Acquisition, **VELA TRADING HOLDINGS, LLC**, a Delaware limited liability company, the surviving entity after giving effect to the Acquisition, as a Borrower, the Lenders party thereto and the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

2. The Grantor has entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Guarantee and Collateral Agreement**”).

3. The Secured Parties are willing to make the Loans to the Grantor, but only upon the condition, among others, that the Grantor shall grant to Administrative Agent, for the benefit of the Secured Parties, a security interest in certain Registered IP (as defined in the Guarantee and Collateral Agreement) owned by Grantor to secure the Secured Obligations of the Grantor under the Credit Agreement, the Guarantee and Collateral Agreement and the other Loan Documents.

4. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, the Grantor has granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Holdings’ and the Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under certain Collateral, including certain Registered IP owned by Grantor and have agreed as a condition thereof to execute this Agreement with respect to certain Registered IP owned by Grantor in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

The Grantor grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under the Registered IP owned by Grantor that

is listed on Exhibits A, B, and C hereto and including to the extent not otherwise included, all Proceeds and goodwill thereof, respectively, (the “**IP Collateral**”); provided that, notwithstanding the foregoing, the IP Collateral shall not include, and the security interests created by this Agreement, shall not extend to and the term IP Collateral (including all of the individual items comprising IP Collateral) shall not include any Excluded Assets.

Upon the Discharge of Obligations, the IP Collateral shall be automatically, immediately and fully released from the Liens in favor of the Administrative Agent and the other Secured Parties created hereby, this Agreement shall terminate with respect to the Administrative Agent and the other Secured Parties, and all obligations (other than those expressly stated to survive such termination) of each Grantor to the Administrative Agent or any other Secured Party hereunder shall automatically, immediately and fully terminate, all without delivery of any instrument or performance of any act by any party. At the sole expense of any Grantor following any such release and such termination, the Administrative Agent shall promptly take such actions and execute and deliver to Grantor such documents in form and substance mutually agreeable to such Grantor and the Administrative Agent as such Grantor shall reasonably request to evidence and effectuate such release and such termination (including releasing and terminating all security interests and other Liens in respect of the IP Collateral).

If any of the IP Collateral shall be sold, transferred or otherwise disposed of by any Grantor to a Person that is not a Grantor in a transaction permitted by Section 7 of the Credit Agreement or if any of the IP Collateral becomes Excluded Assets, (i) such IP Collateral shall be automatically, immediately and fully released from the Liens created hereby on such IP Collateral, and (ii) then the Administrative Agent, at the request and sole expense of such Grantor, shall promptly take such actions and execute and deliver to such Grantor all releases or other documents in form and substance mutually agreeable to such Grantor and the Administrative Agent reasonably necessary or desirable for the release and terminations of the Liens created hereby on such IP Collateral, as applicable. At the request and sole expense of the Borrowers, a Guarantor shall be released from its obligations hereunder in the event that all the Capital Stock of such Guarantor shall be sold, transferred or otherwise disposed of to a Person other than a Grantor in a transaction permitted by Section 7 of the Credit Agreement; provided that the Administrative Agent shall not be required to deliver any such release prior to the fifth Business Day following written request therefor by a Borrower identifying the relevant Guarantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by a Borrower stating that such transaction is in compliance with terms and provisions of the Credit Agreement and the other Loan Documents.

This security interest is granted in conjunction with the security interest granted to Administrative Agent, for the benefit of the Secured Parties, under the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

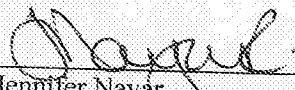
THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:


OPTIONSCITY SOFTWARE, INC.

By: 
Name: Jennifer Nayar
Title: Chief Executive Officer

EXEGY INCORPORATED

By: _____
Name: David Taylor
Title: Co-President and Chief Technology Officer

VELA TRADING SYSTEMS LLC

By: 
Name: Jennifer Nayar
Title: Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]


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Name: Jennifer Nayar
Title: Chief Executive Officer

EXEGY INCORPORATED

By:  _____
Name: David Taylor
Title: Co-President and Chief Technology Officer

VELA TRADING SYSTEMS LLC

By: _____
Name: Jennifer Nayar
Title: Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SILICON VALLEY BANK,
as Administrative Agent

By: 

Name: Matthew Crismond

Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 007300 FRAME: 0237

EXHIBIT A

U.S. PATENTS AND PATENT APPLICATIONS CONSTITUTING REGISTERED IP

Grantor	Title	Patent Number	Application Number
OptionsCity Software, Inc.	SMART COMPLETE OPTION STRATEGY DISPLAY	9,846,908	13/739,542
Exegy Incorporated	METHOD AND SYSTEM FOR HIGH SPEED OPTIONS PRICING	7,840,482	11/760211
Exegy Incorporated	HIGH SPEED PROCESSING OF FINANCIAL INFORMATION USING FPGA DEVICES	7,921,046	11/765,306
Exegy Incorporated	HIGH SPEED PROCESSING OF FINANCIAL INFORMATION USING FPGA DEVICES	8,407,122	13/076,906
Exegy Incorporated	HIGH SPEED PROCESSING OF FINANCIAL INFORMATION USING FPGA DEVICES	8,655,764	13/076,929
Exegy Incorporated	HIGH SPEED PROCESSING OF FINANCIAL INFORMATION USING FPGA DEVICES	8,595,104	13/076,951
Exegy Incorporated	HIGH SPEED PROCESSING OF FINANCIAL INFORMATION USING FPGA DEVICES	9,582,831	13/076,968
Exegy Incorporated	HIGH SPEED PROCESSING OF FINANCIAL INFORMATION USING FPGA DEVICES	8,626,624	13/076,982

Grantor	Title	Patent Number	Application Number
Exegy Incorporated	HIGH SPEED PROCESSING OF FINANCIAL INFORMATION USING FPGA DEVICES	8,478,680	13/077,036
Exegy Incorporated	HIGH SPEED PROCESSING OF FINANCIAL INFORMATION USING FPGA DEVICES	8,458,081	13/077,224
Exegy Incorporated	HIGH SPEED PROCESSING OF FINANCIAL INFORMATION USING FPGA DEVICES	8,600,856	13/077,294
Exegy Incorporated	HIGH SPEED PROCESSING OF FINANCIAL INFORMATION USING FPGA DEVICES	10,169,814	13/932,274
Exegy Incorporated	HIGH SPEED PROCESSING OF FINANCIAL INFORMATION USING FPGA DEVICES	10,467,692	14/049,591
Exegy Incorporated	HIGH SPEED PROCESSING OF FINANCIAL INFORMATION USING FPGA DEVICES	9,672,565	14/092,019
Exegy Incorporated	HIGH SPEED PROCESSING OF FINANCIAL INFORMATION USING FPGA DEVICES	9,916,622	14/181,949
Exegy Incorporated	FAST TRACK ROUTING OF STREAMING DATA USING FPGA DEVICES	10,360,632	16/234,982

Grantor	Title	Patent Number	Application Number
Exegy Incorporated	FAST TRACK ROUTING OF STREAMING DATA AS BETWEEN MULTIPLE COMPUTE RESOURCES	10,504,184	16/445,879
Exegy Incorporated	SYSTEM AND METHOD FOR ROUTING OF STREAMING DATA AS BETWEEN MULTIPLE COMPUTE RESOURCES	10,817,945	16/707,537
Exegy Incorporated	HIGH SPEED PROCESSING OF FINANCIAL INFORMATION USING FPGA DEVICES	{20210042831}	17/077,768
Exegy Incorporated	METHOD AND SYSTEM FOR HIGH SPEED OPTIONS PRICING	8,843,408	12/912,354
Exegy Incorporated	METHOD AND SYSTEM FOR LOW LATENCY BASKET CALCULATION	10,229,453	12/013,302
Exegy Incorporated	METHOD AND SYSTEM FOR LOW LATENCY BASKET CALCULATION	{20190205975}	16/295,054
Exegy Incorporated	METHOD AND APPARATUS FOR HIGH-SPEED PROCESSING OF FINANCIAL MARKET DEPTH DATA	8,768,805	13/154,804
Exegy Incorporated	METHOD AND APPARATUS FOR HIGH-SPEED PROCESSING OF FINANCIAL MARKET DEPTH DATA	8,762,249	13/154,824

Grantor	Title	Patent Number	Application Number
Exegy Incorporated	METHOD AND APPARATUS FOR HIGH-SPEED PROCESSING OF FINANCIAL MARKET DEPTH DATA	10,062,115	14/315,571
Exegy Incorporated	METHOD AND APPARATUS FOR HIGH-SPEED PROCESSING OF FINANCIAL MARKET DEPTH DATA	10,929,930	16/111,530
Exegy Incorporated	METHOD AND APPARATUS FOR HIGH-SPEED PROCESSING OF FINANCIAL MARKET DEPTH DATA	Pending / Unpublished	17/181,097
Exegy Incorporated	METHOD AND APPARATUS FOR MANAGING ORDERS IN FINANCIAL MARKETS	10,037,568	13/316,332
Exegy Incorporated	METHOD AND APPARATUS FOR MANAGING ORDERS IN FINANCIAL MARKETS	{20180330444}	16/044,614
Exegy Incorporated	METHOD AND APPARATUS FOR LOW LATENCY DATA DISTRIBUTION	9,047,243	13/440,118
Exegy Incorporated	OFFLOAD PROCESSING OF DATA PACKETS CONTAINING FINANCIAL MARKET DATA	10,121,196	13/833,098
Exegy Incorporated	INTELLIGENT SWITCH FOR PROCESSING	{20140180905}	14/195,531

Grantor	Title	Patent Number	Application Number
	FINANCIAL MARKET DATA		
Exegy Incorporated	INTELLIGENT FEED SWITCH	9,990,393	14/195,550
Exegy Incorporated	OFFLOAD PROCESSING OF DATA PACKETS	10,650,452	14/195,462
Exegy Incorporated	OFFLOAD PROCESSING OF DATA PACKETS CONTAINING FINANCIAL MARKET DATA	{20140180904}	14/195,510
Exegy Incorporated	INTELLIGENT FEED SWITCH	10,872,078	15/994,262
Exegy Incorporated	OFFLOAD PROCESSING OF DATA PACKETS CONTAINING FINANCIAL MARKET DATA	10,963,962	16/180,377
Exegy Incorporated	OFFLOAD PROCESSING OF DATA PACKETS CONTAINING FINANCIAL MARKET DATA	Pending / Unpublished	17/215,469
Exegy Incorporated	METHODS AND SYSTEMS FOR LOW LATENCY GENERATION AND DISTRIBUTION OF TRADING SIGNALS FROM FINANCIAL MARKET DATA	{20200364791}	16/874,474
Exegy Incorporated	METHODS AND SYSTEMS FOR LOW LATENCY AUTOMATED TRADING	Pending / Unpublished	63/149,904
Exegy Incorporated	METHODS AND SYSTEMS FOR LOW LATENCY GENERATION AND DISTRIBUTION OF TRADING SIGNALS	{WO/2020/232294}	PCT/US2020/032972

Grantor	Title	Patent Number	Application Number
	FROM FINANCIAL MARKET DATA		

EXHIBIT B

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK
REGISTRATION CONSTITUTING REGISTERED IP**

(excluding any United States intent-to-use (or similar) trademark or service mark applications prior to the filing with, and acceptance by, the United States Patent and Trademark Office of a “Statement of Use”, “Amendment to Allege Use” or similar filing with respect thereto, to the extent and for so long as the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of, such application or a Loan Party’s right, title or interest therein or any trademark or service mark issued or registered as a result of such application under applicable Federal law)


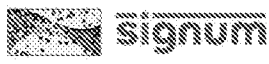

Grantor	Trademark	Application Number	Registration Number
Vela Trading Systems LLC	VELA	88589772	6131815
Vela Trading Systems LLC	VELA	88589775	6131816
Vela Trading Systems LLC	VELA	88589782	6131817
Vela Trading Systems LLC	VELA	88589784	6131818
Vela Trading Systems LLC	VELA	88589787	6131819
Vela Trading Systems LLC	MAMDA	85643319	4288465
Vela Trading Systems LLC	MAMA	85534445	4205616
Vela Trading Systems LLC	DART	85460803	4135605
Vela Trading Systems LLC	SUPERFEED	85183808	4265052
Vela Trading Systems LLC	DART	85076272	4113725
OptionsCity Software, Inc.	City API	86703981	4905146
Exegy Incorporated	EXEGY	88480033	6110824
Exegy Incorporated		88480026	6110823
Exegy Incorporated	EXEGY	78378856	3154792
Exegy Incorporated	SIGNUM	87813054	6059240
Exegy Incorporated		87813059	6059241
Exegy Incorporated		90249412	Pending (ITU)
Exegy Incorporated	MARKET DATA PEAKS	85823904	4500411

EXHIBIT C

U.S. COPYRIGHT REGISTRATIONS CONSTITUTING REGISTERED IP¹

Grantor	Copyright	Registration Date	Registration Number
Vela Trading Technologies USA, LLC	MAMA API.	11/02/2011	TX0007465487
Vela Trading Technologies USA, LLC	MAMDA API.	07/25/2012	TX0007570374
Vela Trading Technologies USA, LLC	OpenMAMA API Training Guide	03/12/2013	TX0007761925

¹ Chain of title cleanup to show assignment from for from Wombat Technologies, LLC to Vela Trading Systems LLC for all scheduled copyrights is in process to be filed with the U.S. Copyright Office (USCO).