

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM652810

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rolfe & Nolan Systems Limited		06/03/2021	Private Limited Company: ENGLAND AND WALES
Lab49 Consulting Limited		06/03/2021	Private Limited Company: IRELAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch, as First Lien Administrative Agent		
<b>Street Address:</b>	677 Washington Boulevard		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1814156	RISC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2136207848		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Justine Lu/White & Case LLP		
<b>Address Line 1:</b>	555 South Flower Street, Suite 2700		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	1111002-0292-S216		
<b>NAME OF SUBMITTER:</b>	Justine Lu		
<b>SIGNATURE:</b>	/Justine Lu/		
<b>DATE SIGNED:</b>	06/09/2021		
<b>Total Attachments: 8</b>			
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**TRADEMARK SECURITY AGREEMENT**

**June 3, 2021**

**(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)**

WHEREAS, each of the entities set forth in Annex I (each herein referred to as a “**Grantor**”) to this Trademark Security Agreement owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, ION TRADING TECHNOLOGIES S.À R.L., a private limited liability company (société à responsabilité limitée) incorporated under the laws of the Grand Duchy of Luxembourg, with a share capital of EUR 12500, having its registered office at 63-65, rue de Merl, L-2146 Luxembourg and registered with the Luxembourg Trade and Companies Register under number B 177.176, as Borrower (the “**Borrower**”), ION TRADING TECHNOLOGIES LIMITED, a private limited company incorporated under the laws of Ireland with registered number 526505 and having its registered office at 4th Floor, Minerva House, Simonscourt Road, Ballsbridge, Dublin 4, each lender from time to time party thereto, and UBS AG, Stamford Branch, as First Lien Administrative Agent (the “**First Lien Administrative Agent**”), are parties to an Amended and Restated First Lien Credit Agreement dated as of June 10, 2014 (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of June 7, 2018, as amended by that certain Amendment No. 2 to Credit Agreement, dated as of February 6, 2020, as amended by that certain Amendment No. 3 to Credit Agreement, dated as of March 6, 2020, as amended by that certain Amendment No. 4 to Credit Agreement, dated as April 1, 2021, and as further amended, amended and restated, supplemented or otherwise modified from time to time the from time to time, the “**First Lien Credit Agreement**”);

WHEREAS, pursuant to (i) an Amended and Restated First Lien U.S. Collateral Agreement dated as of June 10, 2014 (as amended and by that certain First Lien U.S. Collateral Agreement Supplement dated as of December 19, 2018 between the obligors party thereto and the Administrative Agent, and as further amended and/or supplemented from time to time, the “**First Lien U.S. Collateral Agreement**”) among the Borrower, the Guarantors party thereto and the First Lien Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Collateral Documents (including this Trademark Security Agreement), each Grantor has secured certain of its obligations (the “**Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the applicable Grantor, including all right, title and interest of the applicable Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the First Lien U.S. Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the First Lien U.S. Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Grantee, to secure the Obligations, a continuing security interest in all of the applicable Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the First Lien U.S. Collateral Agreement) owned by each Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; provided that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each Trademark License (as defined in the First Lien U.S. Collateral Agreement) to which any Grantor is a party and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by any Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by any Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of any Grantor under any Trademark License or for injury to the goodwill associated with any of the foregoing.

Each Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the applicable Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the applicable Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the First Lien U.S. Collateral Agreement or the First Lien Credit Agreement, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the First Lien U.S. Collateral Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the First Lien

U.S. Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR, IF THAT FEDERAL COURT LACKS SUBJECT MATTER JURISDICTION, THE COMMERCIAL DIVISION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY, AND ANY APPELLATE COURT THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK FEDERAL OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH STATE 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 TRADEMARK SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT ANY PARTY HERETO MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT AGAINST ANY OTHER PARTY HERETO OR THEIR RESPECTIVE PROPERTIES IN THE COURTS OF ANY JURISDICTION.

EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT IN ANY NEW YORK STATE OR FEDERAL COURT. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

EACH PARTY TO THIS TRADEMARK SECURITY AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 20 OF THE FIRST LIEN U.S. COLLATERAL AGREEMENT. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

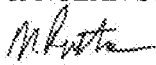
LAB49 CONSULTING LIMITED

By:   
Name: Patrick Walsh  
Title: Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007321 FRAME: 0271**

ROLFE & NOLAN SYSTEMS LIMITED

By: 

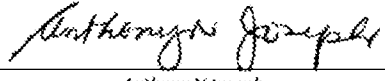
Name: Mandy Rutter

Title: Director

[Signature Page to Trademark Security Agreement]

Acknowledged:

UBS AG, STAMFORD BRANCH, as First Lien  
Administrative Agent

By:   
Name: Anthony N. Joseph  
Title: Associate Director

By:   
Name: Houssein Daly  
Title: Director



## **Annex I**

1. Rolfe & Nolan Systems Limited, a private limited company incorporated under the laws of England and Wales
2. Lab49 Consulting Limited, a private limited company incorporated under the laws of Ireland

U.S. TRADEMARK REGISTRATIONS

Country/Region	Trademark (Design)	Registration No.	Record Owner
United States of America	LAB49	4599401	Lab49 Consulting Limited
United States of America	RISC	1814156	ROLFE & NOLAN SYSTEMS LIMITED