

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM663902

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EquiLend Holdings LLC		07/27/2021	Limited Liability Company: DELAWARE
EquiLend Clearing LLC		07/27/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Alter Domus (US) LLC
<b>Street Address:</b>	225 W. Washington Street, 9th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2823754	EQUILEND
Registration Number:	4306776	DATALEND
Registration Number:	4125925	BONDLEND
Registration Number:	4785547	DL50
Registration Number:	4789473	DATALEND TARGET 50
Registration Number:	4789898	DATALEND NEWLY HOT 25
Registration Number:	4789899	DLNH25
Registration Number:	4858788	NGT
Registration Number:	5064869	SWAPTIMIZATION
Registration Number:	5563772	THE PURPLE
Registration Number:	5882602	THE PULSE
Registration Number:	5298177	ECS
Registration Number:	5249656	EQUILEND CLEARING SERVICES
Serial Number:	88749775	ORBISA
Serial Number:	90239559	GEM
Serial Number:	90239564	GLOBAL EVENT MATCHING

CH \$415.00 2823754

**CORRESPONDENCE DATA****Fax Number:** 2028874288*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:** 2028874000**Email:** dlee@akingump.com**Correspondent Name:** David C. Lee**Address Line 1:** 2001 K Street N.W.**Address Line 2:** Robert S. Strauss Tower**Address Line 4:** Washington, D.C. 20006**ATTORNEY DOCKET NUMBER:** 694484.0186**NAME OF SUBMITTER:** David C. Lee**SIGNATURE:** /David C. Lee/**DATE SIGNED:** 07/30/2021**Total Attachments: 8**

source=Equilend - Trademark Security Agreement (executed)#page1.tif

source=Equilend - Trademark Security Agreement (executed)#page2.tif

source=Equilend - Trademark Security Agreement (executed)#page3.tif

source=Equilend - Trademark Security Agreement (executed)#page4.tif

source=Equilend - Trademark Security Agreement (executed)#page5.tif

source=Equilend - Trademark Security Agreement (executed)#page6.tif

source=Equilend - Trademark Security Agreement (executed)#page7.tif

source=Equilend - Trademark Security Agreement (executed)#page8.tif

**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement, dated as of July 27, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is entered into by EquiLend Holdings LLC, a Delaware limited liability company (the “**Company**”), and EquiLend Clearing LLC, a Delaware limited liability company (“**EC**”, together with the Company, each a “**Grantor**” and collectively, the “**Grantors**”) in favor of Alter Domus (US) LLC, acting in its capacity as collateral agent (in such capacity, together with its successors and assigns, the “**Collateral Agent**”) for the benefit of the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), by and among the Company, the purchasers listed on the Purchaser Schedule attached thereto (the “**Purchasers**”) and the Collateral Agent, the Company has authorized the issuance and sale to the Purchasers of its senior secured promissory notes due July 27, 2027 (as amended, restated, supplemented or otherwise modified from time to time, including any notes issued in substitution, replacement or exchange therefor, collectively, the “**Notes**”);

WHEREAS, in connection with the Note Purchase Agreement, each Grantor has executed and delivered that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) by and among the Grantors, each of the other grantors party thereto from time to time, and the Collateral Agent, pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks; and

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Note Purchase Agreement and purchase the Notes, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement (directly or indirectly by reference to the Note Purchase Agreement).

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of the Secured Parties, and grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in,

to and under all personal property of such Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”):

(a) all United States and foreign trademarks (including service marks), slogans, logos, certification marks, collective marks, trade dress, uniform resource locators (URL’s), domain names, corporate names, company names, business names, fictitious business names, brand names, trade names and other source or business identifiers, designs and general intangibles of a like nature, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including, but not limited to: the registrations and applications referred to on Schedule I hereto (collectively, “**Trademarks**”), together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor’s use of any of the foregoing, (ii) extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof, (iv) rights corresponding thereto throughout the world, (v) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License (as defined below) and (vi) rights to sue for past, present and future infringements, dilutions or violations of any of the foregoing or for any injury to goodwill;

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, “**Trademark Licenses**”);

(c) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit; and

(d) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

Notwithstanding anything in this Section 2 to the contrary, in no event shall the Trademark Collateral include or the security interest granted under this Section 2 attach to (a) any lease, license, contract, property rights or agreement to which either Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of either Grantor therein or (ii) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including Title 11 of the United States Code entitled “**Bankruptcy**”, as now and hereafter in effect, or any successor statute (collectively, the “**Bankruptcy Code**”)) or principles of equity), provided, however, that the Trademark Collateral shall include and such security interest shall attach immediately at such time as the condition causing such abandonment,

invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in clause (i) or (ii) above; or (b) any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, 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 thereto, solely 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 any such application or any registration that issues therefrom under applicable federal law.

SECTION 3. Security Agreement.

(a) This Trademark Security Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations.

(b) The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for the benefit of Secured Parties, pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE INTERNAL LAW OF THE STATE OF NEW YORK (EXCLUDING CHOICE-OF-LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD PERMIT THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE), EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS OR REMEDIES HEREUNDER IN RESPECT OF ANY PARTICULAR TRADEMARK COLLATERAL IS GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto. Delivery of an electronic signature to, or a signed copy of, this Trademark Security Agreement by facsimile, email or other electronic transmission shall be fully binding on

the parties to the same extent as the delivery of the signed originals and shall be admissible into evidence for all purposes. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the other Finance Documents shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Grantor, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Notwithstanding the foregoing, if any Secured Party shall request manually signed counterpart signatures to this Trademark Security Agreement or any other Finance Document, the Grantor hereby shall provide such manually signed signature pages as soon as reasonably practicable (but in any event within 15 days of such request or such longer period as the requesting Secured Party and the applicable Grantor may mutually agree). This Trademark Security Agreement and the other Transaction Documents constitute 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.

[Remainder of Page Intentionally Left Blank.]

**IN WITNESS WHEREOF**, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**EQUILEND HOLDINGS LLC**


DocuSigned by:  
By: Brian P. Lamb  
Name: Brian P. Lamb  
Title: Chief Executive Officer

**EQUILEND CLEARING LLC**

DocuSigned by:  
By: Brian P. Lamb  
Name: Brian P. Lamb  
Title: Chief Executive Officer

Accepted and Agreed:

**ALTER DOMUS (US) LLC,**  
as Collateral Agent

By:  \_\_\_\_\_  
Name:  
Title:



**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**UNITED STATES TRADEMARKS:**

Registrations:

<b>Owner</b>	<b>Registration Number</b>	<b>Trademark</b>
EquiLend Holdings LLC	2,823,754	EquiLend
EquiLend Holdings LLC	4,306,776	DataLend
EquiLend Holdings LLC	4,125,925	BondLend
EquiLend Holdings LLC	4,785,547	DL50
EquiLend Holdings LLC	4,789,473	DataLend Target 50
EquiLend Holdings LLC	4,789,898	DataLend Newly Hot 25
EquiLend Holdings LLC	4,789,899	DLNH25
EquiLend Holdings LLC	4,858,788	NGT
EquiLend Holdings LLC	5,064,869	Swaptimization
EquiLend Clearing LLC	5,563,772	The Purple
EquiLend Clearing LLC	5,882,602	The Pulse
EquiLend Clearing LLC	5,298,177	ECS
EquiLend Clearing LLC	5,249,656	EquiLend Clearing Services

Applications:

<b>Owner</b>	<b>Application Number</b>	<b>Trademark</b>
EquiLend Holdings LLC	88/749,775	Orbisa
EquiLend Holdings LLC	90/239,559	GEM
EquiLend Holdings LLC	90/239,564	Global Event Matching

**OTHER TRADEMARKS:**

Registrations:

<b>Owner</b>	<b>Registration Number</b>	<b>Country/State</b>	<b>Trademark</b>
EquiLend Holdings LLC	004893392	EU	EquiLend

<b>Owner</b>	<b>Registration Number</b>	<b>Country/State</b>	<b>Trademark</b>
EquiLend Clearing LLC	016643611	EU	EquiLend Clearing Services
EquiLend Clearing LLC	016643652	EU	ECS

**TRADEMARK LICENSES**

None.