

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686230

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DASH FINANCIAL TECHNOLOGIES LLC		10/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Lucid Trustee Services Limited, as Security Agent		
Street Address:	No. 1 Buildings 1-5 London Wall Buildings, 6th Floor		
Internal Address:	London Wall		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2M 5PG		
Entity Type:	Private Limited Company: GREAT BRITAIN		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4951901	NXP DARK	
Registration Number:	4615850	DASH	
Registration Number:	4363759	REAL-TIME EDGE	
Registration Number:	4589042	BLAZE	
Serial Number:	90626433	LDB	
Serial Number:	88754755	DASH TRADING TECHNOLOGIES	
Serial Number:	88267622	DASH PRIME	
CORRESPONDENCE DATA			
Fax Number:	2125305219		
<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:	2125305878		
Email:	dcip@milbank.com, jgarces@milbank.com		
Correspondent Name:	John Garces, Esq.		
Address Line 1:	55 Hudson Yards		
Address Line 2:	Milbank, LLP		
Address Line 4:	New York, NEW YORK 10001-2163		
ATTORNEY DOCKET NUMBER:	43463.00007		

CH \$190.00 4951901

NAME OF SUBMITTER:	John Garces
SIGNATURE:	/John Garces/
DATE SIGNED:	11/05/2021
Total Attachments: 6 source=EXECUTED - Trademark Security Agreement (Execution Version)#page1.tif source=EXECUTED - Trademark Security Agreement (Execution Version)#page2.tif source=EXECUTED - Trademark Security Agreement (Execution Version)#page3.tif source=EXECUTED - Trademark Security Agreement (Execution Version)#page4.tif source=EXECUTED - Trademark Security Agreement (Execution Version)#page5.tif source=EXECUTED - Trademark Security Agreement (Execution Version)#page6.tif	

TRADEMARK SECURITY AGREEMENT

October 29, 2021

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

WHEREAS, DASH FINANCIAL TECHNOLOGIES LLC, a Delaware limited liability company (herein referred to as the “Grantor”) 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, having its registered office at 63-65 rue de Merl, L-2146 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register under number B 177.176 (the “Issuer”) 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 Lucid Trustee Services Limited as the Security Agent are parties to an indenture, dated as of May 7, 2021, as supplemented as of June 3, 2021 and as further amended, supplemented or otherwise modified (as so amended, restated and supplemented (the “Indenture”) along with the guarantors parties thereto (the “Guarantors”), Lucid Trustee Services Limited, as trustee and security agent (the “Trustee” and “Security Agent”), The Bank of New York Mellon, London Branch, as paying agent (the “Paying Agent”) and The Bank of New York Mellon SA/NV, Dublin Branch, as registrar and transfer agent (the “Registrar” and “Transfer Agent”);

WHEREAS, pursuant to (i) an U.S. Collateral Agreement dated as of June 3, 2021 (as further amended and/or supplemented from time to time, the “U.S. Collateral Agreement”) among the Issuer, the Grantors party thereto and the 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 Patent Security Agreement), the Grantor has secured certain of its obligations (“Obligations”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below); and

WHEREAS, terms defined in the U.S. Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the 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, the Grantor hereby grants to the Grantee, to secure the Obligations, a continuing security interest in all of the 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 U.S. Collateral Agreement) owned by the 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 U.S. Collateral Agreement) to which the 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 the 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 the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License or for injury to the goodwill associated with any of the foregoing.

The 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 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 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 U.S. Collateral Agreement or the Indenture, the 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 the Grantor to the Grantee pursuant to the U.S. Collateral Agreement. The 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 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 17 OF THE 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.

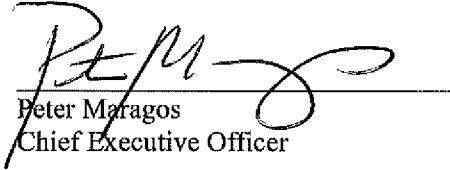
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized.

DASH FINANCIAL TECHNOLOGIES LLC

By:

Name: Peter Maragos

Title: Chief Executive Officer

A handwritten signature in black ink, appearing to read 'Peter Maragos', is written over a horizontal line. The signature is stylized and cursive.

Acknowledged:

Lucid Trustee Services Limited, as the
Security Agent

By: 
Name: Caroline Horvath-Franco
Title: Authorised Signatory

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
DASH FINANCIAL TECHNOLOGIES LLC	LDB	90626433	06-APR-2021	N/A	N/A
DASH FINANCIAL TECHNOLOGIES LLC	DASH TRADING TECHNOLOGIES	88754755	10-JAN-2020	N/A	N/A
DASH FINANCIAL TECHNOLOGIES LLC	DASH PRIME	88267622	18-JAN-2019	N/A	N/A
DASH FINANCIAL TECHNOLOGIES LLC	NXP DARK	86228523	21-MAR-2014	4951901	03-MAY-2016
DASH FINANCIAL TECHNOLOGIES LLC	DASH	85833306	26-JAN-2013	4615850	07-OCT-2014
DASH FINANCIAL TECHNOLOGIES LLC	REAL-TIME EDGE	85722300	06-SEP-2012	4363759	09-JUL-2013
DASH FINANCIAL TECHNOLOGIES LLC	BLAZE	85237390	08-FEB-2011	4589042	19-AUG-2014