

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PICO QUANTITATIVE TRADING LLC		01/26/2022	Limited Liability Company: NEW YORK
SPRYWARE, LLC		01/26/2022	Limited Liability Company: ILLINOIS
CORVIL LIMITED		01/26/2022	Company: IRELAND
CORVIL, INC.		01/26/2022	Corporation: DELAWARE
PICO QUANTITATIVE TRADING HOLDINGS LLC		01/26/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BOULEVARD, SUITE 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97107150	PICONEXUS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jgu@cooley.com		
Correspondent Name:	Jennifer Gu		
Address Line 1:	3175 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	305983-1142		
NAME OF SUBMITTER:	Jennifer Gu		
SIGNATURE:	/Jennifer Gu/		
DATE SIGNED:	02/15/2022		

CH \$40.00 97107150

Total Attachments: 7

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**FIRST AMENDMENT AND JOINDER
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment and Joinder to Intellectual Property Security Agreement is entered into as of January 26, 2022 (this “Amendment”) by and among **WESTERN ALLIANCE BANK**, an Arizona corporation (“Lender”), **PICO QUANTITATIVE TRADING LLC**, a New York limited liability company (“PQT”), **SPRYWARE, LLC**, an Illinois limited liability company (“Spryware”), **CORVIL LIMITED**, a private company limited by shares organized and existing under the laws of the Republic of Ireland (“Corvil”), **CORVIL, INC.**, a Delaware corporation (“Corvil US,” together with PQT, Spryware, and Corvil, collectively, “Original Grantors”), and **PICO QUANTITATIVE TRADING HOLDINGS LLC**, a Delaware limited liability company (“Parent,” together with Original Grantors, collectively, “Grantors” or “Grantor,” as the context may require, and each, individually, a “Grantor”).

RECITALS

Parent, Original Grantors, the other entities party thereto as a Borrower, and Lender are parties to that certain Loan and Security Agreement dated as of February 7, 2020 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”).

Original Grantors and Lender are parties to that certain Intellectual Property Security Agreement dated as of February 7, 2020, as amended from time to time (the “IPSA”). On December 31, 2021, Grantors, together with **REDLINE TRADING SOLUTIONS, INC.**, a Delaware corporation, entered into a Third Amendment and Joinder to Loan and Security Agreement (the “Third Amendment”). In connection with the Third Amendment, the parties desire to amend the IPSA in accordance with the terms hereof.

PQT and Lender are parties to that certain Trademark Security Agreement dated as of July 30, 2021 (the “PQT TSA”). This Amendment is intended to and does completely amend and restate, without novation, the PQT TSA.

NOW, THEREFORE, the parties agree as follows:

1. Joinder. Parent is made a Grantor under the IPSA, with all of the rights and obligations of a Grantor under the IPSA as though Parent had been an original signatory thereto. Each reference to “Grantor” in the IPSA shall mean and refer to any of Parent, Original Grantors, and/or any other entity becoming a Grantor under the IPSA, individually and collectively. Parent acknowledges and confirms that it has received a copy of the IPSA and the exhibits thereto.

2. Amendments.

(a) Exhibit B (Trademarks) to the IPSA is hereby replaced in its entirety with that attached hereto as Exhibit B.

(b) Exhibit C (Patents) to the IPSA is hereby replaced in its entirety with that attached hereto as Exhibit C.

3. Affirmations. PQT hereby reaffirms and ratifies all security interests granted under the PQT TSA and agrees that all financing statements and/or intellectual property recordings (or similar recordings) filed in connection with the PQT TSA are confirmed, authorized, and shall continue to perfect Lender’s Lien (as defined in the Loan Agreement) in the Collateral (as defined in the Loan Agreement).

Each Original Grantor ratifies and reaffirms the continuing effectiveness of all agreements, including the Loan Agreement, entered into in connection with the IPSA.

4. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the IPSA. The IPSA, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Lender under the IPSA, as in effect prior to the date hereof.

5. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

GRANTORS:

PICO QUANTITATIVE TRADING LLC

By: Jarrod Yuster
Name: Jarrod Yuster
Title: Chairman, Founder and Co-Chief Executive Officer

SPRYWARE, LLC

By: Jarrod Yuster
Name: Jarrod Yuster
Title: Co-Chief Executive Officer

CORVIL, INC.

By: Jarrod Yuster
Name: Jarrod Yuster
Title: President

PICO QUANTITATIVE TRADING HOLDINGS LLC

By: Jarrod Yuster
Name: Jarrod Yuster
Title: Chairman, Founder and Co-Chief Executive Officer

[SIGNATURES PAGES CONTINUE]

[SIGNATURE PAGE TO FIRST AMENDMENT AND JOINDER TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Signed and delivered as a deed for and on behalf of
CORVIL LIMITED by its lawfully appointed
attorney in the presence of:

Signature *Jarrod Yuster*

Name (block capitals) JARROD YUSTER
Attorney

Witness signature *Lois Schoeck*

Witness name
(block capitals) LOIS SCHOECK

Witness address 20 TERRACE Ave. #A-2
WASBROUCK HEIGHTS
NEW JERSEY 07604 U.S.A.

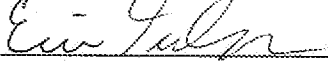
Address for Notices to any Grantor:
c/o Pico Quantitative Trading Holdings LLC
32 Old Slip, Suite 1601
New York, NY 10005
Attn: General Counsel
EMAIL: kristen.keller@picotrading.com

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO FIRST AMENDMENT AND JOINDER TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

LENDER:

WESTERN ALLIANCE BANK

By: 

Name: Eric Tulipano

Title: Vice President

Address for Notices:

Attn: 55 Almaden Boulevard, Suite 100

San Jose, CA 95127

Tel: (408) 556-6501

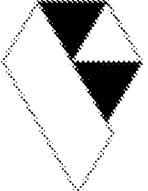


Fax: (408) 282-1681

[SIGNATURE PAGE TO FIRST AMENDMENT AND JOINDER TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

282116472

Exhibit B

TRADEMARKS

Trademark	Registration No.	Registration Date	Jurisdiction
SPRYWARE (owned by Spryware, LLC) (dead)	3,837,162	August 24, 2010	USPTO
Stylized "P" Image (owned by Pico Quantitative Trading LLC) 	5,390,440	January 30, 2018	USPTO
Composite mark (owned by Pico Quantitative Trading LLC) 	5,523,132	July 24, 2018	USPTO
CORVIL (owned by Corvil Limited)	4381711	August 13, 2013	USPTO
CORVIL (owned by Corvil Limited)	3046230	January 17, 2006	USPTO
<i>Design Only</i> (owned by Corvil Limited) 	79273107	November 4, 2019	USPTO

Trademark Applications:

Trademark	Application Number	Application Date	Owner/Applicant
PICONEXUS	97/107,150	November 3, 2021	Pico Quantitative Trading Holdings LLC
SPRYWARE	90826475	July 13, 2021	Pico Quantitative Trading LLC

EXHIBIT C

PATENTS

Patent No.	Filing Date	Title	Owner
6580691	1999-08-19	Data networks	Corvil Limited
6771607	2000-06-30	Measure And Recording Of Traffic Parameters In Data Transmission Networks	Corvil Limited
7342923	2003-08-28	Method And System For Bandwidth Estimation	Corvil Limited
7388867	2004-06-18	Improvements In And Relating To Data Networks	Corvil Limited
7020167	2004-06-25	Measure And Recording Of Traffic Parameters In Data Transmission Networks	Corvil Limited
7787438	2007-02-09	Delay Measurements In Network Traffic	Corvil Limited
7839861	2007-06-22	Method And Apparatus For Calculating Bandwidth Requirements	Corvil Limited
8493875	2010-03-16	System And Method For Estimation Of Round Trip Times Within A TCP Based Data Network	Corvil Limited
10263873	2016-11-09	Method and system for determining short-timescale traffic rates from time-stamped packet data	Corvil Limited

Patent Applications:

App No.	Filing Date	Title	Owner
16/911,905	2020-06-25	METHOD AND SYSTEM FOR ACCELERATING STORAGE OF DATA ON WRITE-INTENSIVE COMPUTER APPLICATIONS	Corvil Limited