

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800370

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EQUILEND HOLDINGS LLC		03/31/2023	Limited Liability Company: DELAWARE
EQUILEND GLOBAL HUBCO LLC		03/31/2023	Limited Liability Company: DELAWARE
EQUILEND CLEARING LLC		03/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC		
Street Address:	225 West Washington St., 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
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:	6598485	ORBISA	
Registration Number:	5563772	THE PURPLE	
Registration Number:	5882602	THE PULSE	
Registration Number:	5298177	ECS	
Registration Number:	5249656	EQUILEND CLEARING SERVICES	

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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:** mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com**Correspondent Name:** Mussie B Beyene**Address Line 1:** 2001 K Street N.W.**Address Line 4:** Washington DC, D.C. 20006**ATTORNEY DOCKET NUMBER:** 694484.0186**NAME OF SUBMITTER:** Mussie B Beyene**SIGNATURE:** /Mussie B Beyene/**DATE SIGNED:** 04/04/2023**Total Attachments: 10**

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement, dated as of March 31, 2023 (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 (“**Holdings**”), EquiLend Global Hubco LLC, a Delaware limited liability company (the “**Company**”), and EquiLend Clearing LLC, a Delaware limited liability company (“**EC**” and, 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).

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Note Purchase Agreement, dated as of July 27, 2021 (as amended prior to the date hereof and as in effect immediately prior to giving effect to the Note Purchase Agreement (as defined below), the “**Existing Note Purchase Agreement**”), by and among Holdings, the purchasers listed on the Purchaser Schedule attached thereto (the “**Purchasers**”; the Purchasers, collectively with any person that becomes the holder of any Note (as defined below), the “**Holder**s”) and the Collateral Agent, Holdings previously issued and sold to the Purchasers its 5.0% Senior Secured Notes due July 27, 2027 (as in effect immediately prior to giving effect to transactions contemplated by the Note Purchase Agreement (as defined below), collectively, the “**Existing Notes**”);

WHEREAS, Holdings is party to that certain Trademark Security Agreement, dated as of July 27, 2021, by and among Holdings, EC and the Collateral Agent (the “**Existing Trademark Security Agreement**”) and recorded by the United States Patent and Trademark Office on July 30, 2021 at Reel 7371 Frame 0953, pursuant to which Holdings and EC granted to the Collateral Agent a Lien on and security interest in the Trademark Collateral (as defined therein) to secure their obligations under and in respect of the Existing Note Purchase Agreement, the Existing Notes and the other Finance Documents (as defined in the Existing Note Purchase Agreement);

WHEREAS, Holdings and the Company have entered into that certain Contribution and Assumption Agreement dated as of March 31, 2023, pursuant to which (a) Holdings agreed to transfer substantially all of its assets to the Company (other than certain “**Excluded Assets**” under and as defined therein), including all of the Trademarks held by Holdings, and (b) the Company agreed to assume and perform all “**Assumed Liabilities**” under and as defined therein, including all of Holdings’ obligations and liabilities in respect of the Existing Note Purchase Agreement and the Existing Notes;

WHEREAS, the Existing Note Purchase Agreement is being amended and restated in its entirety pursuant to that certain Amended and Restated Note Purchase Agreement, dated as of March 31, 2023 (as so amended and restated and as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase**”

Agreement”), by and among the Company, Holdings, the Purchasers and the Collateral Agent, pursuant to which, among other things, (a) Holdings has agreed to assign all of its right, title and interest in and under the Existing Note Purchase Agreement and the Existing Notes to the Company and the Company has agreed to assume such obligations upon the terms and condition set forth therein, (b) in connection with such assignment, the parties have agreed to amend and restate the terms of the Existing Notes in their entirety upon the terms, and subject to the conditions, set forth in the Note Purchase Agreement (the Existing Notes as so amended and restated, and as may be further amended, restated, supplemented or otherwise modified from time to time, including any notes issued in substitution, replacement or exchange therefor, collectively, the “**Notes**”), and (c) Holdings has agreed to guarantee all of the obligations of the Company under and in respect of the Note Purchase Agreement and the Notes, which guarantee shall be secured by the Lien on, and security interest in, the assets of Holdings granted pursuant to the terms of the Existing Security Agreement (as defined below);

WHEREAS, Holdings, the Company, each of the Subsidiary Guarantors (as defined in the Note Purchase Agreement) party thereto and the Collateral Agent have entered into that certain Amended and Restated Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which (a) the parties have agreed to amend and restate the terms of that certain Security Agreement, dated as of July 27, 2021, executed by Holdings, each of the Subsidiary Guarantors party thereto and the Collateral Agent (the “**Existing Security Agreement**”) in their entirety, and (b) the Grantors are required to execute this Trademark Security Agreement; and

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.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Note Purchase Agreement, each Grantor hereby agrees with the Collateral Agent to amend and restate the Existing Trademark Security Agreement in its entirety 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 (URLs), 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.

SECTION 6. Amendment and Restatement. Effective immediately upon the execution of this Trademark Security Agreement, the terms and conditions of the Existing Trademark Security Agreement shall be amended and restated as set forth herein and the Existing Trademark Security Agreement shall be superseded by this Trademark Security Agreement. The Liens and security interests granted under the Existing Trademark Security Agreement by any Grantor (as defined in the Existing Trademark Security Agreement) shall continue without interruption under this Trademark Security Agreement except for the abandoned trademark applications referred to on Schedule II hereto, none of which would, individually or collectively, materially and adversely affect the value or utility of any Trademark Collateral. Nothing herein contained shall be construed as a novation, release or discharge of any of the obligations secured by the Existing Trademark Security Agreement or any other Finance Document or any instruments relating to the same, each of which shall remain in full force and effect, except to any extent modified by the Note Purchase Agreement or by this Trademark Security Agreement. Effective immediately upon the execution of this Trademark Security Agreement, all references to the "Trademark Security Agreement" in any Finance Document or other document or instrument delivered in connection therewith shall be deemed to refer to this Trademark Security Agreement and the provisions 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.

HOLDINGS:

EQUILEND HOLDINGS LLC

DocuSigned by:
By: Brian P. Lamb
Name: Brian P. Lamb
Title: **CEO**

GRANTORS:

EQUILEND GLOBAL HUBCO LLC

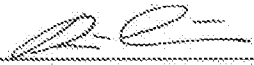
DocuSigned by:
By: Brian P. Lamb
Name: Brian P. Lamb
Title: **CEO**

EQUILEND CLEARING LLC

DocuSigned by:
By: Brian P. Lamb
Name: Brian P. Lamb
Title: **CEO**

Accepted and Agreed:

ALTER DOMUS (US) LLC,
as Collateral Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

UNITED STATES TRADEMARKS:

Registrations:

Owner	Registration Number	Trademark
EquiLend Global Hubco LLC	2,823,754	EquiLend
EquiLend Global Hubco LLC	4,306,776	DataLend
EquiLend Global Hubco LLC	4,125,925	BondLend
EquiLend Global Hubco LLC	4,785,547	DL50
EquiLend Global Hubco LLC	4,789,473	DataLend Target 50
EquiLend Global Hubco LLC	4,789,898	DataLend Newly Hot 25
EquiLend Global Hubco LLC	4,789,899	DLNH25
EquiLend Global Hubco LLC	4,858,788	NGT
EquiLend Global Hubco LLC	5,064,869	Swaptimization
EquiLend Global Hubco LLC	6,598,485	Orbisa
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

OTHER TRADEMARKS:

Registrations:

Owner	Registration Number	Country/State	Trademark
EquiLend Global Hubco LLC	004893392	EU	EquiLend
EquiLend Clearing LLC	016643611	EU	EquiLend Clearing Services
EquiLend Clearing LLC	016643652	EU	ECS

TRADEMARK LICENSES

None.

SCHEDULE II
to
TRADEMARK SECURITY AGREEMENT

ABANDONED TRADEMARK APPLICATIONS

Owner	Application Number	Trademark
EquiLend Holdings LLC	90/239,559	GEM
EquiLend Holdings LLC	90/239,564	Global Event Matching