

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		05/13/2013	National Banking Association:
RECEIVING PARTY DATA			
Name:	Hotspot FX LLC		
Street Address:	545 Washington Boulevard, 3rd Floor		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07310		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2683854	HOTSPOT FXI	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Hayley Smith, Sr. Legal Assistant		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	24181-10 (HS)		
NAME OF SUBMITTER:	Hayley Smith		
Signature:	//Hayley Smith//		

CH \$40.00 2683854

Date:

05/15/2013

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Termination and Release") is made as of May 13, 2013 in favor of Hotspot FX LLC, a New Jersey limited liability company ("Grantor") by JPMorgan Chase Bank, N.A., a national banking association, as administrative agent (the "Administrative Agent") for the Lenders. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Credit Agreement or Guaranty and Collateral Agreement (as defined below).

**WHEREAS**, pursuant to that certain Credit Agreement between Knight Capital Group, Inc. (parent of Grantor) ("Borrower"), the Administrative Agent, the Lenders and the other parties thereto, dated June 29, 2011 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement"), the Lenders severally agreed to make Loans and other extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, in connection with the Credit Agreement, Grantor and the Administrative Agent entered into that certain Guaranty and Collateral Agreement between Grantor, the Administrative Agent and the other parties thereto, dated June 29, 2011 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Guaranty and Collateral Agreement"), pursuant to which Grantor granted to the Administrative Agent a security interest in all of its right, title and interest in, to and under certain intellectual property and, in connection therewith, entered into that certain Grant of Security Interest in Trademark Rights, dated June 29, 2011 (the "Grant of Security Interest in Trademark Rights") for the purpose of recording such security interest with respect to the Collateral of Grantor (as defined in the Grant of Security Interest in Trademark Rights), which included those trademark registrations and applications set forth on Schedule A hereto, with the United States Patent and Trademark Office;

**WHEREAS**, the Grant of Security Interest in Trademark Rights was recorded with the United States Patent and Trademark Office on July 1, 2011, at Reel 4574, Frame 0740; and

**WHEREAS**, the Administrative Agent now desires to terminate, cancel and release the entirety of its security interest in the Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and without representation, recourse or warranty of any kind, the Administrative Agent hereby, on behalf of itself and the Lenders (i) terminates the Grant of Security Interest in Trademark Rights, (ii) terminates, cancels and releases any and all security interests it has against the Collateral, and (iii) re-assigns to Grantor any right, title and interest it may have in, to and under the Collateral.

The Administrative Agent shall, at Grantor's sole cost and expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the

execution and delivery of any and all documents or other instruments), as may be reasonably necessary to effect the termination, cancellation and release of the Collateral pursuant to this Termination and Release.

This Termination and Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

\* \* \* \* \*

**IN WITNESS WHEREOF**, the Administrative Agent has caused this Termination and Release to be executed by its duly authorized representative as of the date first set forth above.

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: TKDP

Name: Thomas I. Poz  
Executive Director

Title: \_\_\_\_\_

[Knight Term Loan - Termination and Release of Hotspot FX LLC Trademark Security Interest]

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
HOTSPOT FXI	2,683,854