

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544691

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		10/09/2019	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Virtu KCG Holdings LLC		
Street Address:	165 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10006		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4793985	CATCH	
Registration Number:	3755151	GETCO	
Registration Number:	4826092	KCG	
Registration Number:	4527060	KCG BONDPOINT	
Registration Number:	4527059	KCG FUTURES	
Registration Number:	5001370	KCG MATCHIT	
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:	mseiss@paulweiss.com, lfranco@paulweiss.com		
Correspondent Name:	Marisa Seiss		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	18870-041		
NAME OF SUBMITTER:	Marisa Seiss		
SIGNATURE:	/Marisa Seiss/		
DATE SIGNED:	10/10/2019		

CH \$165.00 4793985

Total Attachments: 4

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NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of October 9, 2019 (the “Effective Date”), is made by U.S. Bank National Association, in its capacity as Collateral Agent (the “Collateral Agent”), in favor of Virtu KCG Holdings LLC, a Delaware limited liability company (the “Grantor”).

WHEREAS, reference is made to that certain Second Lien Collateral Agreement, dated as of July 20, 2017, by and among the Collateral Agent, the Grantor and certain other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement (Second Lien), dated as of July 20, 2017 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office (the “USPTO”);

WHEREAS, the Trademark Security Agreement was recorded with the USPTO on July 21, 2017 at Reel/Frame 6110/0902;

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under its Trademark Collateral, including without limitation those Trademarks listed on Schedule A hereto (the “Released Trademarks”); and

WHEREAS, the Collateral Agent desires to terminate and release its security interest in all such Released Trademarks and has duly authorized the execution, delivery and performance of this Release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, relinquishes, terminates and cancels all of its security interest and any other rights of any kind or nature in and to the Released Trademarks arising under the Security Agreement and the Trademark Security Agreement.
3. Termination. The Collateral Agent, without representation or warranty of any kind, hereby terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Collateral Agent hereby authorizes the Grantor or the Grantor’s authorized representative to record this Release with the USPTO. The Collateral Agent agrees to take all further actions, and provide to the Grantor and 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), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**U.S. BANK NATIONAL ASSOCIATION,
acting in its capacity as Collateral Agent**

By: 

Name: **Richard Prokosch**
Title: **Vice President**

[Signature Page to Trademark Release (Virtu KCG Holdings LLC)]

**TRADEMARK
REEL: 006768 FRAME: 0984**

Schedule A

Mark	Reg. No.
CATCH	4793985
GETCO	3755151
KCG & Design	4826092
KCG BondPoint	4527060
KCG FUTURES	4527059
KCG MatchIt	5001370