

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1210728

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trading Technologies International, Inc.		04/25/2024	Corporation: DELAWARE
Axetrading Limited		04/25/2024	Limited Corporation: UNITED KINGDOM
Abel Noser Solutions, L.L.C.		04/25/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn, Floor L2 IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4210736		
Registration Number:	4073086		
Registration Number:	3997263	ZENO	
Registration Number:	3997264	ZENO CONSULTING GROUP	
Registration Number:	4073084	ZENO CONSULTING GROUP	
Registration Number:	4966637	AXETRADING	
Registration Number:	4943435	AXETRADING	
Registration Number:	7253444	TT CAMPUSCONNECT	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	6175232700		
Email:	susan.dinicola@hklaw.com,kyle.vits@hklaw.com		
Correspondent Name:	Susan C. DiNicola		
Address Line 1:	Holland & Knight LLP		

OP \$215.00.00 85197120

Address Line 2: 10 St. James Avenue
Address Line 4: Boston , MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER: 088499.01602

NAME OF SUBMITTER: Susan DiNicola

SIGNATURE: Susan DiNicola

DATE SIGNED: 05/03/2024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated April 25, 2024 (this “Trademark Security Agreement”), by TRADING TECHNOLOGIES INTERNATIONAL, INC., a Delaware corporation, AXETRAIDING LIMITED, a company incorporated under the laws of England and Wales with company number 06721631, and ABEL NOSER SOLUTIONS, L.L.C., a Delaware limited liability company (each, individually a “Grantor” and collectively, the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the Secured Parties to the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, the Grantor is party to the Credit Agreement, dated as of November 14, 2022, as amended by that certain First Amendment and Joinder to Credit Agreement and Other Loan Documents, dated as of March 10, 2023, as amended by that certain Second Amendment to Credit Agreement, dated as of June 16, 2023, as amended by that certain Third Amendment to Credit Agreement, dated as of August 31, 2023, and as amended by that certain Fourth Amendment to Credit Agreement, dated as of February 29, 2024 (as so amended and as the same may be further amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among the Grantor, the other Loan Parties from time to time party thereto, and Administrative Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks, each as defined in the Security Agreement, of the Grantor listed on Schedule I attached hereto, including all goodwill associated with such Trademarks.

SECTION 3. The Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Credit Agreement and the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Credit Agreement or Security Agreement, the provisions of the Credit Agreement and Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Credit Agreement in accordance with Section 10.08 thereof, the Administrative Agent shall, at the expense of the Grantor, execute,

acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 9.09 and 9.10 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

GRANTOR:

**TRADING TECHNOLOGIES INTERNATIONAL,
INC.,** a Delaware corporation

By: _____

Name: Keith Todd

Title: Chief Executive Officer

AXETRAIDING LIMITED, a company incorporated
under the laws of England and Wales with company
number 06721631

By: _____

Name: Keith Todd

Title: Director

ABEL NOSER SOLUTIONS, L.L.C., a Delaware limited
liability company

By: Trading Technologies International, Inc., its Sole
Member

By: _____

Name: Keith Todd

Title: Chief Executive Officer

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

By: Prayag Parikh
Name: Prayag Parikh
Title: Authorized Officer

**Schedule I
TRADEMARKS**

Owner's Name	Serial Number	Registration Number	Mark	Filing Date	Registration Date
Abel Noser Solutions LLC	85/197120	4210736	ICEBERG DESIGN (GRAY BLUE)	14-Dec-2010	18-Sep-2012
Abel Noser Solutions LLC	85/195223	4073086	ICEBERG DESIGN (GREEN BLUE)	10-Dec-2010	20-Dec-2011
Abel Noser Solutions LLC	85/192899	3997263	ZENO	08-Dec-2010	19-Jul-2011
Abel Noser Solutions LLC	85/192915	3997264	Zeno Consulting Group	08-Dec-2010	19-Jul-2011
Abel Noser Solutions LLC	85/194351	4073084	ZENO consulting group & Design	09-Dec-2010	20-Dec-2011
AxeTrading Limited	86/794295	4966637	AXETRADING	21-Oct-2015	24-May-2016
AxeTrading Limited	86/794302	4943435	AXETRADING	21-Oct-2015	19-Apr-2016
Trading Technologies International, Inc.	97/681849	7253444	TT CAMPUSCONNECT	17-Nov-2022	26-Dec-2023