

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
MarketAxess Holdings Inc.	01/14/2013

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	270 Park Avenue
Internal Address:	43rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017

PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	7555455
Patent Number:	7539641
Patent Number:	7590585
Patent Number:	7526443
Patent Number:	8165955
Patent Number:	8185465
Patent Number:	7499883
Patent Number:	8195558
Patent Number:	7860796
Patent Number:	7822677
Application Number:	10001921
Application Number:	13476608
Application Number:	12698758
Application Number:	12698540

OP \$560.00 7555455

CORRESPONDENCE DATA

Fax Number: 6175744112
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-574-3518
Email: smordas@goulstonstorrs.com
Correspondent Name: Stacey Mordas
Address Line 1: 400 Atlantic Avenue
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:

Stacey Mordas

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of January 14, 2013, is made by MarketAxess Holdings Inc. (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as administrative agent for the Secured Parties defined in the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 14, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the Grantor, as Borrower, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Grantor;

WHEREAS, the Lenders are willing to extend credit and make such financial accommodations under the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of January 14, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Grantor hereby grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):
 - 2.1. all of its Patents, including those referred to on Schedule I hereto;
 - 2.2. all reissues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing;
 - 2.3. all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements of the foregoing;
 - 2.4. all rights to sue for past, present, and future infringements of the foregoing; and
 - 2.5. all proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any Patent.
 - 2.6. Notwithstanding anything to the contrary contained in this Section 2, the security interest created by this Agreement shall not extend to any Excluded Property.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent 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 of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Administrative Agent and the Grantor.

5. TERMINATION. This Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until all of the Secured Obligations have been Paid in Full (or with respect to any outstanding Letters of Credit, (i) a deposit of cash or Cash Equivalent Investments, (ii) cash collateralization in a manner consistent with Section 2.05(j) of the Credit Agreement, or (iii) at the reasonable discretion of the Administrative Agent, a back up standby Letter of Credit satisfactory to the Administrative Agent has been delivered to the Administrative Agent) and the Commitments are terminated.

6. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

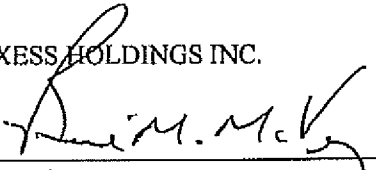
7. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

MARKETAXESS HOLDINGS INC.

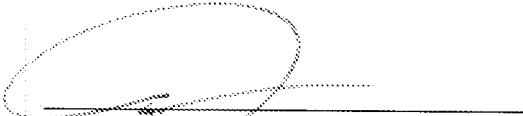
By: 
Name: Richard M. McVey
Title: Chief Executive Officer

Signature Page to Patent Security Agreement

ADMINISTRATIVE AGENT:

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

By:



Name: Justin B. Kelley
Title: Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

Grantor	Patent Name	Patent Number	Issue Date
MarketAxess Holdings Inc.	Method and system for computer-implemented trading of new issue debt securities. System for trading securities between investors and dealers using a calendar-based notification and response interface.	7,555,455	Issued June 30, 2009
MarketAxess Holdings Inc.	Method and system for computer-implemented trading of new issue debt securities. Claims focus on method for providing announcement of security offering related to calendar-based notification.	7,539,641	Issued May 26, 2009
MarketAxess Holdings Inc.	Method and system for computer-implemented trading of secondary market debt securities. System for trading debt securities; claims focus on communication between dealers and investors, along with an inquiry list that is sortable and contains standardized information.	7,590,585	Issued Sept. 15, 2009
MarketAxess Holdings Inc.	Method and system for computer-implemented trading of secondary market debt securities. Claims focus on price negotiation between investors and dealers, investors can accept / reject / counter-offer dealers' bids.	7,526,443	Issued April 28, 2009
MarketAxess Holdings Inc.	Method and system for computer-implemented trading of secondary market debt securities. Claims focus on price negotiation between investors and dealers, investors can accept / reject / counter-offer dealers' bids and select different inventories of securities.	8,165,955	Issued April 24, 2012
MarketAxess Holdings Inc.	Method and system for computer-implemented trading of	8,185,465	Issued

	secondary market debt securities. System for trading securities; claims focus on communication between dealers and investors, along with an inquiry list that is sortable and contains standardized information.		May 22, 2012
MarketAxess Holdings Inc.	Electronic inquiry lists for financial products. Claims center on an interface for submitting data regarding bonds for trading; dealers submit bond data that is transferred to investors, who can input offer data.	7,499,883	Issued March 3, 2009
MarketAxess Holdings Inc.	Electronic inquiry lists for financial products. Claims focus on requesting final price for bond trades based on benchmarks or other price data.	8,195,558	Issued June 5, 2012
MarketAxess Holdings Inc.	Automated order processing trading system. Claims recite system for securities trading involving a three-phase approach: exclusive dealers, permissive dealers, and price protection.	7,860,796	Issued Dec. 28, 2010
MarketAxess Holdings Inc.	Electronic price-based inquiry lists for financial products. Claims focus on transmittal of inquiry lists for securities between dealers and investors; includes holding multiple offers from the initiator for a period of time.	7,822,677	Issued Oct. 26, 2010

PATENT APPLICATIONS

Grantor	Patent Name	Application No.	Filing Date
MarketAxess Holdings Inc.	Method and apparatus for trading bonds. Real-time, internet-based system for trading bond instruments (aka TradingEdge BondLink application).	10/001,921	Nov. 15, 2001
MarketAxess Holdings Inc.	Method and system for computer-implemented trading of secondary market debt securities. Claims focus on tie-breaking function when receiving multiple bids that are tied for best.	13/476,608	May 21, 2012

MarketAxess Holdings Inc.	Methods and systems for computer-based trading enhanced with market and historical data displayed on live screen. Claims emphasize live display of submitted orders on a screen for purposes of matching and executing orders.	12/698,758	Feb. 2, 2010
MarketAxess Holdings Inc.	Methods and systems for computer-based incremental trading. Claims involve bond instrument trading where a 'workup' period is initiated between traders to facilitate the trade.	12/698,540	Feb. 2, 2010