

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2719484

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
BATS GLOBAL MARKETS, INC.	01/31/2014
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	8392303
Patent Number:	8595120
Application Number:	61739010
Application Number:	61793715
Application Number:	61793877
Application Number:	13910787
Application Number:	13712730
Application Number:	13712726
Application Number:	13784522
CORRESPONDENCE DATA	
Fax Number:	(866)826-5420
Phone:	301-638-0511
Email:	ipresearchplus@comcast.net
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	IP RESEARCH PLUS, INC.
Address Line 1:	21 TADCASTER CIRCLE

Address Line 2:	ATTN: PENELOPE J.A. AGODOA
Address Line 4:	WALDORF, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-39237
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NAME OF SUBMITTER:	PENELOPE J.A. AGODOA
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Signature:	/pja/
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Date:	02/10/2014
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Total Attachments: 6 source=39237#page1.tif source=39237#page2.tif source=39237#page3.tif source=39237#page4.tif source=39237#page5.tif source=39237#page6.tif
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PATENT SECURITY AGREEMENT dated as of January 31, 2014 (this "**Agreement**"), among the grantors listed on Schedule I hereto (the "**Grantors**"), and CREDIT SUISSE AG (acting through such of its affiliates or branches as it deems appropriate), as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Credit Agreement dated as of January 31, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among BATS Global Markets, Inc., a Delaware corporation (the "**Borrower**"), the Lenders from time to time party thereto and Credit Suisse AG, as Administrative Agent and Collateral Agent, and (b) the Amended and Restated Guarantee and Collateral Agreement dated as of January 31, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), among the Borrower, the other Loan Parties from time to time party thereto and Credit Suisse AG, as Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor pursuant to the Guarantee and Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "**Patent Collateral**"):

(a) all letters patent of the United States, all registrations thereof, and all applications for letters patent of the United States, including registrations and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule II hereto, and all reissues, continuations, divisions, continuations in part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 3. ***Collateral Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. ***Counterparts.*** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

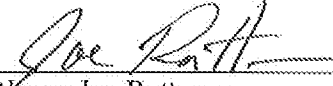
SECTION 5. ***Applicable Law.*** This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BATS GLOBAL MARKETS, INC.,

By:



Name: Joe Ratterman

Title: Chief Executive Officer

*[Signature Page to Patent Security Agreement]*

[[3450243]]

**PATENT**  
**REEL: 032190 FRAME: 0673**

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH, as Collateral Agent,

by



Name: Doreen Barr

Title: Authorized Signatory

by



Name: Alex Verdone

Title: Authorized Signatory

## SCHEDULE I

<u>Grantors</u>
BATS Global Markets, Inc.

SCHEDULE II

Patents

PATENTS OWNED BY BATS GLOBAL MARKETS, INC.

*U.S. Patents*

<u>Patent No.</u>	<u>Issue Date</u>
8,392,303	03/05/2013
8,595,120	11/26/2013

*U.S. Patent Applications*

<u>Patent Application No.</u>	<u>Filing Date</u>
61/739,010	12/18/2012
61/793,715	03/15/2013
61/793,877	03/15/2013
13/910,787	06/07/2012
13/712,730	12/12/2012
13/712,726	12/12/2012
13/784,522	09/21/2010