

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4349677

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MARKETFACTORY, INC.	03/31/2017
RECEIVING PARTY DATA	
Name:	WESTERN ALLIANCE BANK
Street Address:	55 ALMADEN BOULEVARD, SUITE 100
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95113
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9412133
Patent Number:	8930257
Patent Number:	8296217
Application Number:	13655482
CORRESPONDENCE DATA	
Fax Number:	(650)644-0520
<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:	6506483802
Email:	patty@pattycheng.com
Correspondent Name:	PATTY CHENG
Address Line 1:	2625 MIDDLEFIELD ROAD, SUITE 215
Address Line 4:	PALO ALTO, CALIFORNIA 94306
NAME OF SUBMITTER:	PATTY CHENG
SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	04/03/2017
Total Attachments: 7	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 31, 2017 (the "Agreement") between MARKETFACTORY, INC., a Delaware corporation ("Grantor") and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") is made with reference to the Loan and Security Agreement, dated as of March 31, 2017 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"), provided that notwithstanding anything to the contrary, "Intellectual Property Collateral" shall not include any intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent that granting of a security interest or other lien in such trademark application as of the date of such grant would adversely affect the enforceability or validity of such trademark application:

(a) copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such

rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

MARKETFACTORY, INC.

By:  _____

Name: James Sinclair

Title: President

Address for Notices:

425 Broadway, 3rd Floor
New York, NY 10013
Attn: Eugene Markman

LENDER:

WESTERN ALLIANCE BANK

By: _____

Name: _____

Title: _____

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113
Attn: Note Department
Fax:(408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

MARKETFACTORY, INC.

By: _____

Name: _____


Title: _____

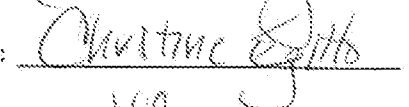
Address for Notices:

425 Broadway, 3rd Floor
New York, NY 10013
Attn: Eugene Markman

LENDER:

WESTERN ALLIANCE BANK

By:  _____

Name:  _____

Title:  VP _____

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113
Attn: Note Department
Fax: (408) 282-1681

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing/Registration Date:</u>
WHISPERER	77535425	4099306	February 14, 2012
MARKETFACTORY SHERPA	77535421	4099305	February 14, 2012
MARKETFACTORY	77525355	4099302	February 14, 2012

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issued/Filed Date:</u>
System and method for user defined markets for electronic trading	9,412,133	14/323,936	Issued	August 9, 2016
System and method for user defined markets for electronic trading	8,930,257	12/288,339	Issued	January 6, 2015
Method and apparatus for enhancing market data feed using proprietary order flow	8,296,217	12/357,398	Issued	October 23, 2012
Computerized apparatus for enhanced transmission of orders and market data between traders and one or more exchanges		13/655482	Published	October 19, 2012
UK Patent : Computerized apparatus for enhanced transmission of orders and market data between traders and one or more exchanges		2328846.2	Published	July 23, 2014