

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4514421

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SERVICES DEVELOPMENT COMPANY LLC	07/20/2017
RECEIVING PARTY DATA	
Name:	U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	60 LIVINGSTON AVENUE
Internal Address:	EP-MN-WS3D
City:	SAINT PAUL
State/Country:	MINNESOTA
Postal Code:	55107-2292
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14967246
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	6142803562
Email:	ted.mulligan@wolterskluwer.com
Correspondent Name:	TED MULLIGAN
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
ATTORNEY DOCKET NUMBER:	59892739-2
NAME OF SUBMITTER:	TED MULLIGAN
SIGNATURE:	/tedmulligan/
DATE SIGNED:	07/21/2017
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
source=2L Patent Security Agreement (Services Development)#page1.tif	
source=2L Patent Security Agreement (Services Development)#page2.tif	
source=2L Patent Security Agreement (Services Development)#page3.tif	

source=2L Patent Security Agreement (Services Development)#page4.tif

source=2L Patent Security Agreement (Services Development)#page5.tif

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Services Development Company LLC

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: U.S. Bank National Association, as Collateral Agent

Internal Address: _____

Street Address: 60 Livingston Avenue

EP-MN-WS3D

City: Saint Paul

State: MN

Country: USA Zip: 55107-2292

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) July 20, 2017

- Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

14967246

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3569

Docket Number: 57320.1147 (2nd Lien)

Email Address: dka@cahill.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

July 20, 2017

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT SECURITY AGREEMENT (SECOND LIEN)

PATENT SECURITY AGREEMENT (SECOND LIEN) dated as of July 20, 2017 (this “Agreement”), among Services Development Company LLC (the “Grantor”) and U.S. Bank National Association, as collateral agent (in such capacity, together with its successors in such capacity, the “Collateral Agent”).

Reference is made to the Second Lien Collateral Agreement dated as of July 20, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Virtu Financial LLC, VFH Parent LLC, Orchestra Co-Issuer, Inc., each other Grantor party thereto and the Collateral Agent. In connection with the requirements of the Collateral Agreement, 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 Collateral Agreement or the Indenture, as applicable. The rules of construction specified in Section 1.01(b) of the 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 Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Patents now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the “Patent Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The 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 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 Collateral Agreement, the terms of the 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to the Senior Credit Facility Agent pursuant to or in connection with the Senior Credit Agreement, and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[Remainder of this page intentionally left blank]

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

SERVICES DEVELOPMENT COMPANY
LLC

By 
Name: Justin Waldie
Title: Senior Vice President & Secretary

U.S. BANK NATIONAL ASSOCIATION, as Collateral
Agent,

By: 
Name: Richard Prokosch
Title: Vice President

[SIGNATURE PAGE TO SECOND LIEN PATENT SECURITY AGREEMENT]

PATENT
REEL: 043288 FRAME: 0656

Schedule I

Grantor
Services Development Company LLC

Patent Numbers
14/967,246