

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MarketAxess Holdings Inc.		01/14/2013	CORPORATION: DELAWARE
Greenline Financial Technologies, Inc.		01/14/2013	CORPORATION: ILLINOIS

**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
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2785358	MARKET AXESS
Registration Number:	2824944	ACTIVES
Registration Number:	2732177	AUTO-SPOTTING
Registration Number:	3304344	DEALERAXESS
Registration Number:	3011302	FRONT PAGE
Registration Number:	3607894	LIQUIDITYBRIDGE
Registration Number:	3614096	LIQUIDITYBRIDGE
Registration Number:	3368887	GREENLINE FINANCIAL TECHNOLOGIES
Registration Number:	2884073	VERIFIX
Registration Number:	2967080	CERTIFIX
Registration Number:	2981153	MAGNIFIX
Registration Number:	3477641	TESTPILOT

OP \$340.00 2785358

Registration Number:

3477642

METRIFIX

**CORRESPONDENCE DATA**

Fax Number:

6175744112

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone:

617-574-3518

Email:

smordas@goulstonstorrs.com

Correspondent Name:

Stacey Mordas

Address Line 1:

400 Atlantic Avenue

Address Line 4:

Boston, MASSACHUSETTS 02110-3333

NAME OF SUBMITTER:

Stacey Mordas

Signature:

/s/ Stacey A. Mordas

Date:

01/15/2013

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of January 14, 2013, is made by MarketAxess Holdings Inc. and Greenline Financial Technologies, Inc. (each a “Grantor” and, collectively, the “Grantors”), 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”).

## WITNESSETH:

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 MarketAxess Holdings Inc. (the “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 Borrower;

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 Grantors 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, each 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, each 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 TRADEMARK COLLATERAL. Each 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 such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):
  - 2.1. all of its Trademarks, including those referred to on Schedule 1 hereto;
  - 2.2. all renewals of the foregoing;
  - 2.3. all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, 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, including the right to settle suits involving claims and demands for royalties owing; and
  - 2.5. all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States “intent to use” Trademark applications to the extent that, and solely

during the period in which, the grant of a security interest therein would impair the validity or enforceability of such “intent to use” trademark applications under applicable federal law.

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. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark 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 Grantors.

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.

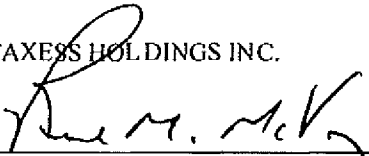
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

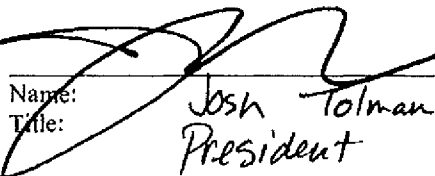
MARKETAXESS HOLDINGS INC.

By:

  
Name: Richard M. McVey  
Title: Chief Executive Officer

GREENLINE FINANCIAL TECHNOLOGIES, INC.

By:

  
Name: Josh Tolman  
Title: President

Signature Page to Trademark Security Agreement

ADMINISTRATIVE AGENT:

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

By:



\_\_\_\_\_  
Name: Justin B. Kelley  
Title: Vice President

**SCHEDULE 1**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Grantor</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Date</b>
MarketAcess Holdings Inc.	MARKETAXESS & LOGO	2785358	11/25/03
MarketAcess Holdings Inc.	ACTIVES	2824944	3/23/04
MarketAcess Holdings Inc.	AUTO-SPOTTING	2732177	7/1/03
MarketAcess Holdings Inc.	DEALERAXESS	3304344	10/2/07
MarketAcess Holdings Inc.	FRONT PAGE	3011302	11/1/05
MarketAcess Holdings Inc.	LIQUIDITYBRIDGE	3607894	4/14/09
MarketAcess Holdings Inc.	LIQUIDITYBRIDGE	3614096	4/28/09
Greenline Financial Technologies, Inc.	GREENLINE FINANCIAL TECHNOLOGIES	3368887	1/15/08
Greenline Financial Technologies, Inc.	VERIFIX	2884073	9/14/04
Greenline Financial Technologies, Inc.	CERTIFIX	2967080	7/12/05
Greenline Financial Technologies, Inc.	MAGNIFIX	2981153	8/2/05
Greenline Financial Technologies, Inc.	TESTPILOT	3477641	7/29/08
Greenline Financial Technologies, Inc.	METRIFIX	3477642	7/29/08

**TRADEMARK APPLICATIONS**

None.