

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361257

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MarketAxess Holdings Inc.		10/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn, Fl. L2S		
Internal Address:	Loan and Agency Services Group		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4619444	TRADE ON	
Registration Number:	3780310	TRAX	
Serial Number:	86298558	MARKETAXESS	
Serial Number:	86331505	AXESS 50	
Serial Number:	86298941	BONDTICKER	
Serial Number:	86678688	AXESS ALL	
CORRESPONDENCE DATA			
Fax Number:	4155410506		
<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:	(415) 278-9063		
Email:	catchoo@chapman.com		
Correspondent Name:	Catherine Choo		
Address Line 1:	595 Market Street, 26th Floor		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	3609146		
NAME OF SUBMITTER:	catherine choo		
SIGNATURE:	/s/		

OP \$165.00 4619444

DATE SIGNED:	11/04/2015
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of October 30, 2015, is made by MarketAxess Holdings Inc. (“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 Amended and Restated Credit Agreement dated as of October 30, 2015 (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 Amended and Restated Pledge and Security Agreement dated as of October 30, 2015 (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 (a) infringement or dilution of any such Trademark or (b) 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, (a) a deposit of cash or Cash Equivalent Investments, (b) cash collateralization in a manner consistent with Section 2.05(j) of the Credit Agreement, or (c) 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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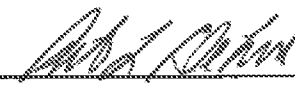
IN WITNESS WHEREOF, the Grantors and the Administrative Agent have executed this Security Agreement as of the date first above written.

GRANTORS:

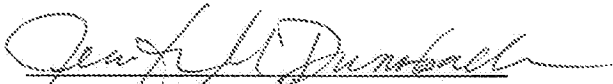
MARKETAXESS HOLDINGS INC.

By: 
Name: Antonio L. DeLise
Title: Chief Financial Officer

MARKETAXESS TECHNOLOGIES INC.

By: 
Name: Antonio L. DeLise
Title: Chief Financial Officer

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

By: 
Name: Jennifer M. Dunneback
Title: Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Trademark	Registration Date	Registration Number
MarketAxess Holdings Inc.	TRADE ON	10/14/14	4619444
MarketAxess Holdings Inc.	TRAX	4/27/10	3780310

TRADEMARK APPLICATIONS

Grantor	Trademark	Application Date	Application Number
MarketAxess Holdings Inc.	MARKETAXESS	6/3/14	86/298558
MarketAxess Holdings Inc.	AXESS 50	7/8/14	86/331505
MarketAxess Holdings Inc.	BONDTICKER	6/3/14	86/298941
MarketAxess Holdings Inc.	AXESS ALL	6/30/15	86/678688