

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KCG HOLDINGS, INC.		07/01/2013	CORPORATION: DELAWARE
Knight Capital Group, Inc.		07/01/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Jefferies Finance LLC, as Collateral Agent
<b>Street Address:</b>	520 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	4140219	BONDSCOPE
Registration Number:	3992781	FIND OUT WHAT KNIGHT CAN DO FOR YOU
Registration Number:	3220770	DIRECT EDGE ECN
Registration Number:	3332616	KNIGHT DIRECT
Registration Number:	3302204	KNIGHT
Registration Number:	3302294	KNIGHT THE SCIENCE OF TRADING THE STANDA
Registration Number:	3655970	THE SCIENCE OF TRADING. THE STANDARD OF
Registration Number:	3220924	EXECUTION MANAGEMENT SYSTEM
Registration Number:	3420180	EMS
Registration Number:	3238037	KNIGHT GLOBAL
Registration Number:	3706318	KNIGHT TRANSITION MANAGEMENT
Registration Number:	3593799	KNIGHT LINK
Registration Number:	3525360	KNIGHT BONDPOINT

OP \$415.00 4140219

Registration Number:	3316331	KNIGHT MATCH
Registration Number:	3427652	KNIGHT TECHNICAL ALERT
Serial Number:	85640783	KNIGHT FUTURES

**CORRESPONDENCE DATA**

Fax Number: 2122919868  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-558-4229  
 Email: demarcor@sullcrom.com, nguyenb@sullcrom.com  
 Correspondent Name: Raffaele A. DeMarco  
 Address Line 1: 125 Broad Street  
 Address Line 2: Sullivan & Cromwell LLP  
 Address Line 4: New York, NEW YORK 10004-2498

ATTORNEY DOCKET NUMBER:	021666/00001 (RAD)
NAME OF SUBMITTER:	Raffaele A. DeMarco
Signature:	/Raffaele A. DeMarco/
Date:	07/03/2013

**Total Attachments: 7**  
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of July 1, 2013 by KCG Holdings, Inc., a Delaware corporation (the "Borrower") and each Guarantor listed on Schedule 1 hereto (collectively, the "Original Guarantors," together with the Borrower, the "Pledgors"), in favor of Jefferies Finance LLC, in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of July 1, 2013 (in such capacity, the "Collateral Agent").

### W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Guarantee and Collateral Agreement of even date with the Credit Agreement (the "Guarantee and Collateral Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby acknowledges that it has, pursuant to the Guarantee and Collateral Agreement, pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of such Pledgor listed on Schedule 2 attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Guarantee and Collateral Agreement. The security interest referenced in this Trademark Security Agreement is in conjunction with the security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations, upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under the Guarantee and Collateral Agreement as referenced in this Trademark Security Agreement.

[Signature Page Follows]

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

**KCG HOLDINGS, INC.**

By: \_\_\_\_\_

Name: John McCarthy

Title: General Counsel and Secretary

**KNIGHT CAPITAL GROUP, INC.**

By: \_\_\_\_\_

Name:

Title:

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

**KCG HOLDINGS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

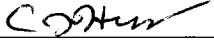
**KNIGHT CAPITAL GROUP, INC.**

By: Andrew M. Greenstein  
Name: Andrew M. Greenstein  
Title: Managing Director, Deputy General  
Counsel & Assistant Secretary

Accepted and Agreed:

**JEFFERIES FINANCE LLC,**  
as Collateral Agent

By:

  
\_\_\_\_\_

Name: **E.J. Hess**

Title: **Managing Director**

*Signature Page to Project Janus Trademark Security Agreement*

**TRADEMARK**  
**REEL: 005064 FRAME: 0217**

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

ORIGINAL GUARANTORS

NAME	ADDRESS
Knight Capital Group, Inc.	545 Washington Boulevard, 3rd Floor, Jersey City, NJ 07310

SCHEDULE 2  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Knight Capital Group, Inc.	4140219	BONDSCOPE
Knight Capital Group, Inc.	3992781	FIND OUT WHAT KNIGHT CAN DO FOR YOU
Knight Capital Group, Inc.	3220770	DIRECT EDGE ECN
Knight Capital Group, Inc.	3332616	KNIGHT DIRECT
Knight Capital Group, Inc.	3302204	<b>Knigh</b> KNIGHT Logo
Knight Capital Group, Inc.	3302294	<b>Knigh</b> <small>© 1995-2002 KNIGHT INC. TRADEMARKS THE STANDARD OF TRUST</small> KNIGHT THE SCIENCE OF TRADING THE STANDARD OF TRUST
Knight Capital Group, Inc.	3655970	THE SCIENCE OF TRADING. THE STANDARD OF TRUST.
Knight Capital Group, Inc.	3220924	EXECUTION MANAGEMENT SYSTEM (Supplemental)
Knight Capital Group, Inc.	3420180	EMS
Knight Capital Group, Inc.	3238037	KNIGHT GLOBAL
Knight Capital Group, Inc.	3706318	KNIGHT TRANSITION MANAGEMENT
Knight Capital Group, Inc.	3593799	KNIGHT LINK
Knight Capital Group, Inc.	3525360	KNIGHT BONDPOINT
Knight Capital Group, Inc.	3316331	KNIGHT MATCH
Knight Capital Group, Inc.	3427652	KNIGHT TECHNICAL ALERT



Trademark Applications:

OWNER	APPLICATION NUMBER	TITLE
Knight Capital Group, Inc.	85640783	KNIGHT FUTURES