

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	KCG HOLDINGS, INC.		07/01/2013
	HOTSPOT FX HOLDINGS, INC.		07/01/2013
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon		
Street Address:	101 Barclay Street, Floor 4W		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2592989	HOTSPOT FX
CORRESPONDENCE DATA			
Fax Number:	2122919868		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
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/		

OP \$40.00 2592989

Date:

07/03/2013

**Total Attachments: 6**

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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 "Issuer") and each Guarantor listed on Schedule 1 hereto (collectively, the "Original Guarantors," together with the Issuer, the "Pledgors"), in favor of The Bank of New York Mellon, in its capacity as Collateral Agent pursuant to the Indenture dated as of June 5, 2013 (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement dated as of July 1, 2013 (the "Security 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 Notes Secured Parties, to enter into the Indenture, the Pledgors hereby agree with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby acknowledges that it has, pursuant to the Security Agreement, pledged and granted to the Collateral Agent for the ratable benefit of the Notes 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. Security 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 Security 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 Security 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations, upon written request of the Issuer, 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 Security 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

**HOTSPOT FX HOLDINGS, INC.**

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

Name:

Title:

*Signature Page to Project Janus Trademark Security Agreement*

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.**

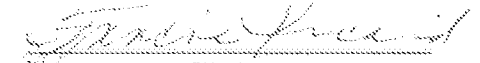
By: \_\_\_\_\_  
Name:  
Title:

**HOTSPOT FX HOLDINGS, INC.**

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

Accepted and Agreed:

**THE BANK OF NEW YORK MELLON,**  
as Collateral Agent

By:   
Name: **FRANCINE KINCAID**  
Title: **VICE PRESIDENT**

*[Signature Page to Trademark Security Agreement (Hotspot FX Holdings, Inc.)]*

**TRADEMARK**  
**REEL: 005064 FRAME: 0226**

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

ORIGINAL GUARANTORS

NAME	ADDRESS
Hotspot FX Holdings, 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
Hotspot FX Holdings, Inc.	2592989	HOTSPOT FX