

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	KCG HOLDINGS, INC.		07/01/2013	CORPORATION: DELAWARE
	Knight Hotspot FX LLC		07/01/2013	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA				
Name:	Jefferies Finance LLC, as Collateral Agent			
Street Address:	520 Madison Avenue			
City:	New York			
State/Country:	NEW YORK			
Postal Code:	10022			
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	2683854	HOTSPOT FXI	
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			

OP \$40.00 2683854

Signature:	/Raffaele A. DeMarco/
Date:	07/03/2013
<b>Total Attachments: 6</b> source=First Lien Trademark Short Form Knight Hotspot FX LLC#page1.tif source=First Lien Trademark Short Form Knight Hotspot FX LLC#page2.tif source=First Lien Trademark Short Form Knight Hotspot FX LLC#page3.tif source=First Lien Trademark Short Form Knight Hotspot FX LLC#page4.tif source=First Lien Trademark Short Form Knight Hotspot FX LLC#page5.tif source=First Lien Trademark Short Form Knight Hotspot FX LLC#page6.tif	

## 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 HOTSPOT FX LLC**

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:

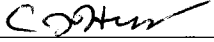
**KNIGHT HOTSPOT FX LLC**

By: Andrew M. Greenstein  
Name: Andrew M. Greenstein  
Title: Managing Director, Deputy General  
Counsel & 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: 0234**

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

ORIGINAL GUARANTORS

NAME	ADDRESS
Knight Hotspot FX LLC	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 Hotspot FX LLC	2683854	HOTSPOT FXI