

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	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:	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:	2683854	HOTSPOT FXI

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

OP \$40.00 2683854

Signature:	/Raffaele A. DeMarco/
Date:	07/03/2013
Total Attachments: 6 source=Second Lien Janus - Trademark Security Agreement (Knight Hotspot FX)#page1.tif source=Second Lien Janus - Trademark Security Agreement (Knight Hotspot FX)#page2.tif source=Second Lien Janus - Trademark Security Agreement (Knight Hotspot FX)#page3.tif source=Second Lien Janus - Trademark Security Agreement (Knight Hotspot FX)#page4.tif source=Second Lien Janus - Trademark Security Agreement (Knight Hotspot FX)#page5.tif source=Second Lien Janus - Trademark Security Agreement (Knight Hotspot FX)#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 "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

KNIGHT HOTSPOT FX LLC

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:

KNIGHT HOTSPOT FX LLC

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 (Knight Hatspot FX LLC)}

TRADEMARK
REEL: 005064 FRAME: 0242

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