

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
GETCO, LLC		11/27/2013	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon		
Street Address:	The Bank of New York Mellon		
Internal Address:	101 Barclay Street - Floor 4W		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3755151	GETCO	
Registration Number:	3815652	GETCO	
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:	021893.00006 (RAD)		
NAME OF SUBMITTER:	Raffaele A. DeMarco		

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Signature:	/Raffaele A. DeMarco/
Date:	11/29/2013
Total Attachments: 5 source=Second Lien Trademark Security Agreement#page1.tif source=Second Lien Trademark Security Agreement#page2.tif source=Second Lien Trademark Security Agreement#page3.tif source=Second Lien Trademark Security Agreement#page4.tif source=Second Lien Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Trademark Security Agreement”), dated as of November 27, 2013 by GETCO, LLC, an Illinois limited liability company (the “New Pledgor”), 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”) and the Fourth Supplemental Indenture, dated as of November 27, 2013 (the “Fourth Supplemental Indenture”).

WITNESSETH:

WHEREAS, the New Pledgor is party to a Joinder Agreement, dated November 27, 2013, to a Secretary Agreement, dated as of July 1, 2013 (as supplemented by the Joinder Agreement, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the New Pledgor is 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 Fourth Supplemental Indenture, the New Pledgor hereby agrees 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. The New 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 the New Pledgor (collectively, the “Trademark Collateral”):

- (a) Trademarks of the New Pledgor listed on Schedule 1 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 New Pledgor hereby acknowledges and affirms 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 KCG Holdings, Inc., a Delaware corporation, the Collateral Agent shall execute, acknowledge, and deliver to the New Pledgor 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 New 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.

GETCO, LLC

By: _____


Name: Alex Sadowski

Title:

Assistant General Counsel and Secretary

Accepted and Agreed:

THE BANK OF NEW YORK MELLON,
as Collateral Agent

By: _____

Name:

Title:

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 005163 FRAME: 0947

IN WITNESS WHEREOF, the New 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.

GETCO, LLC

By: _____
Name:
Title:

Accepted and Agreed:

THE BANK OF NEW YORK MELLON,
as Collateral Agent

By:  _____
Name:
Title: LAURENCE J. O'BRIEN
VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
GETCO, LLC	RN:3,755,151 (US)	GETCO
GETCO, LLC	RN:3,815,652 (US)	GETCO Design mark
GETCO, LLC	006667687 (EU)	GETCO
GETCO, LLC	T0801863I (Singapore)	GETCO

Trademark Applications:

None.