

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305503

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Liquidnet Holdings, Inc.		05/22/2014	CORPORATION: DELAWARE

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: 10

Property Type	Number	Word Mark
Registration Number:	2557130	LIQUIDNET
Registration Number:	3465085	LIQUIDNET H2O
Registration Number:	3378176	IT'S DIFFERENT HERE
Registration Number:	3521680	SUPERNATURAL
Registration Number:	3564626	BUY-SIDE VOICE
Registration Number:	3631060	RACE4RWANDA
Registration Number:	3725349	LIQUIDNET EFFECT
Registration Number:	3890844	LIQUIDNET INFRARED
Registration Number:	3904662	H2O BLOCKS
Registration Number:	4411035	ON A DIFFERENT SCALE

CORRESPONDENCE DATA

Fax Number: 2127514864

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-906-1200

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

TRADEMARK

ATTORNEY DOCKET NUMBER:	038507-0289
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	05/23/2014

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as May 22, 2014 (this “Trademark Security Agreement”), by Liquidnet Holdings, Inc., a Delaware corporation (the “Pledgor”), in favor of Jefferies Finance LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successor or assignor thereof, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Pledgor is party to that certain Security Agreement dated as of May 22, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the 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 Secured Parties, to enter into the Credit Agreement, the 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 Pledgor hereby pledges and grants 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, in each case excluding Excluded Property, whether now existing or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”): all Trademarks, including the United States trademark and service mark registrations and applications listed on Schedule 1 attached hereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the 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 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[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.

LIQUIDNET HOLDINGS, INC.
as Pledgor

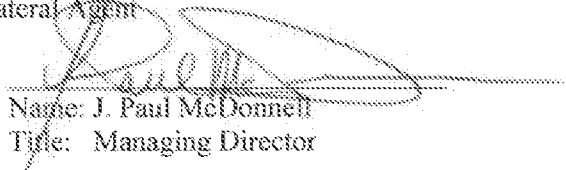
By: _____

Name:
Title:

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By:



Name: J. Paul McDonnell
Title: Managing Director

**SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT**

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Title	Filing Date/Issued Date	Status	Application/ Registration No.
"LIQUIDNET"	Filed: Apr. 19, 2000 Reg'd: Apr. 2, 2002	Registered	Reg. No. 2557130
"LIQUIDNET H2O"	Filed: Sep. 22, 2006 Reg'd: Jul. 15, 2008	Registered	Reg. No. 3465085
"IT'S DIFFERENT HERE"	Filed: Jun. 7, 2007 Reg'd: Feb. 5, 2008	Registered	Reg. No. 3378176
"SUPERNATURAL"	Filed: Jun. 7, 2007 Reg'd: Oct. 21, 2008	Registered	Reg. No. 3521680
"BUY-SIDE VOICE"	Filed: Jul. 17, 2008 Reg'd: Jan. 20, 2009	Registered	Reg. No. 3564626
"RACE4RWANDA"	Filed: Oct. 29, 2008 Reg'd: Jun. 2, 2009	Registered	Reg. No. 3631060
"LIQUIDNET EFFECT"	Filed: May 20, 2009 Reg'd: Dec.15, 2009	Registered	Reg. No. 3725349
"LIQUIDNET INFRARED"	Filed: May 20, 2009 Reg'd: Dec.14, 2010	Registered	Reg. No. 3890844
"H2O BLOCKS"	Filed: Jan. 15, 2008 Reg'd: Jan. 11, 2011	Registered	Reg. No. 3904662
"ON A DIFFERENT SCALE"	Filed: Feb. 27, 2013 Reg'd: Oct. 1, 2013	Registered	Reg. No. 4411035