CH \$115.00 45270

ETAS ID: TM437235

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		07/20/2017	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	KCG Holdings, Inc.		
Street Address:	300 Vesey Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Corporation: DELAWARE		

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4527059	KCG FUTURES
Registration Number:	4527060	KCG BONDPOINT
Registration Number:	4793985	CATCH
Registration Number:	4826092	KCG

CORRESPONDENCE DATA

Fax Number:

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.

Email: dlaker@paulweiss.com, etinker@paulweiss.com,

aspoto@paulweiss.com

Correspondent Name: Danielle G. Laker

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	18870-029
NAME OF SUBMITTER:	Danielle Laker
SIGNATURE:	/Danielle Laker/
DATE SIGNED:	07/31/2017

Total Attachments: 4

source=Virtu-KCG - Trademark Release (KCG Holdings)#page1.tif

TRADEMARK REEL: 006118 FRAME: 0260 source=Virtu-KCG - Trademark Release (KCG Holdings)#page2.tif source=Virtu-KCG - Trademark Release (KCG Holdings)#page3.tif source=Virtu-KCG - Trademark Release (KCG Holdings)#page4.tif

TRADEMARK REEL: 006118 FRAME: 0261

NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of July 20, 2017 is made by The Bank of New York Mellon, in its capacity as collateral agent (referred to herein as the "Agent"), in favor of KCG Holdings, Inc., a Delaware corporation (the "Company"), pursuant to that certain Security Agreement, dated as of March 13, 2015 (and as the same may be further amended or modified from time to time, the "Security Agreement"), among the Company, the Agent and other parties thereto.

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, in connection with the Security Agreement, the Company executed and delivered the Trademark Security Agreement, dated as of March 13, 2015, in favor of the Agent (the "<u>Trademark Security Agreement</u>");

WHEREAS, pursuant to the Trademark Security Agreement, the Company pledged and granted to the Agent for the benefit of the other Secured Parties a lien on and continuing security interest in all of the Trademark Collateral, including but not limited to the trademarks, service marks and trademark and service mark registrations and applications set forth on Schedule A attached hereto, together with the goodwill of the business symbolized thereby (the "Released Trademarks");

WHEREAS, the Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the "<u>USPTO</u>") on March 14, 2015, at Reel/Frame No. 5477/0981; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreements and the Trademark Security Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreements).

SECTION 2. Release of Security Interest. The Agent, without any recourse, representation or warranty, does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, the Released Trademarks, all goodwill associated with such Released Trademarks, and all Proceeds of any and all of the foregoing (other than Excluded Property), and reassigns to the Company any right, title and interest it may have in and to the foregoing.

TRADEMARK
REEL: 006118 FRAME: 0262

- SECTION 3. <u>Termination</u>. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.
- SECTION 4. Further Assurances. The Agent hereby authorizes the Company or its authorized representative to record this Release with the USPTO and/or otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or its agents or designees) reasonably requests (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.
- SECTION 5. <u>Choice of Law</u>. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.
- SECTION 6. <u>Counterparts</u>. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

TRADEMARK REEL: 006118 FRAME: 0263

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

THE BANK OF NEW YORK MELLON,

as Agent

Name:

Title:

Mary Miselis Vice President

SCHEDULE A

U.S. Trademark Applications and Registrations

Mark Name	Serial No.	Filing Date	Registration No.	Registration Date
KCG FUTURES	85973165	28 JUN 2013	4527059	6 MAY 2014
KCG BONDPOINT	85973179	28 JUN 2013	4527060	6 MAY 2014
CATCH	86485705	19 DEC 2014	4793985	18 AUG 2015
KCG	86529976	10 FEB 2015	4826092	6 OCT 2015

RECORDED: 07/31/2017

TRADEMARK
REEL: 006118 FRAME: 0265