

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM701948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Virtu Knight Capital Group LLC		01/13/2022	Limited Liability Company: DELAWARE
Virtu Financial Operating LLC		01/13/2022	Limited Liability Company: DELAWARE
Virtu Financial Services LLC		01/13/2022	Limited Liability Company: DELAWARE
Virtu GETCO Holding Company LLC		01/13/2022	Limited Liability Company: DELAWARE
Virtu KCG Holdings LLC		01/13/2022	Limited Liability Company: DELAWARE
Virtu ITG Software Solutions LLC		01/13/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	4 Chase Metrotech Center		
Internal Address:	Mailcode: NY1C-413, CIB DMO WLO		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4137867	VIRTU	
Registration Number:	5933932	VIRTU FINANCIAL V	
Registration Number:	6260463	O OPEN TECHNOLOGY	
Registration Number:	4793985	CATCH	
Registration Number:	4826092	KCG	
Registration Number:	5001370	KCG MATCHIT	
Registration Number:	2597614	INVESTMENT TECHNOLOGY GROUP	
Registration Number:	3185156	ALTERNET	
Registration Number:	1530044	POSIT	

OP \$440.00 4137867

Property Type	Number	Word Mark
Registration Number:	2581518	ITG
Registration Number:	4174476	ITG
Registration Number:	2958227	TRITON
Registration Number:	3919992	ITG NET
Registration Number:	3706057	ITG NET
Registration Number:	3693845	POSIT ALERT
Registration Number:	6076485	T
Registration Number:	6030980	TRITON VALOR

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	01/13/2022

Total Attachments: 6
source=09. Virtu - Trademark Security Agreement#page1.tif
source=09. Virtu - Trademark Security Agreement#page2.tif
source=09. Virtu - Trademark Security Agreement#page3.tif
source=09. Virtu - Trademark Security Agreement#page4.tif
source=09. Virtu - Trademark Security Agreement#page5.tif
source=09. Virtu - Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT dated as of January 13, 2022 (this "Agreement"), among Virtu Knight Capital Group LLC, Virtu Financial Operating LLC, Virtu Financial Services LLC, Virtu GETCO Holding Company LLC, Virtu KCG Holdings LLC and Virtu ITG Software Solutions LLC (collectively, the "Grantors" and each, a "Grantor") and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (in such capacities, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of January 13, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Virtu Financial LLC, a Delaware limited liability company ("Holdings"), VFH Parent LLC, a Delaware limited liability company ("Virtu" or the "Borrower"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent and (b) the Collateral Agreement dated as of January 13, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders and Issuing Banks to make additional extensions of credit under the Credit Agreement and as consideration for such extensions of credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Trademark Collateral").

SECTION 3. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2 above attach to any intent-to-use trademark applications filed in the United States Patent and Trademark Office prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect to such applications if and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 4. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor

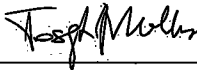
hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement and/or any document to be signed in connection with this Agreement shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VIRTU KNIGHT CAPITAL GROUP LLC
VIRTU FINANCIAL OPERATING LLC
VIRTU FINANCIAL SERVICES LLC
VIRTU GETCO HOLDING COMPANY LLC
VIRTU KCG HOLDINGS LLC
VIRTU ITG SOFTWARE SOLUTIONS LLC

By: 
Name: Joseph Molluso
Title: Co-President and Co-Chief
Operating Officer

JPMORGAN CHASE BANK, N.A., as
Administrative Agent



By: _____
Name: Evelyn Crisci
Title: Executive Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007559 FRAME: 0463

Schedule I

U.S. Trademarks and Trademark Applications

<u>Loan Party</u>	<u>Record Owner</u>	<u>Mark</u>	<u>Registration / Application Number</u>
Virtu Financial Operating LLC	Virtu Financial Operating LLC	VIRTU	4137867
Virtu Financial Operating LLC	Virtu Financial Operating LLC	VIRTU FINANCIAL V and design	5933932
Virtu Financial Operating LLC	Virtu Financial Operating LLC	O OPEN TECHNOLOGY and design	6260463
Virtu KCG Holdings LLC	Virtu KCG Holdings LLC	CATCH	4793985
Virtu KCG Holdings LLC	Virtu KCG Holdings LLC	KCG & Design	4826092
Virtu KCG Holdings LLC	Virtu KCG Holdings LLC	KCG MatchIt	5001370
Virtu ITG Software Solutions LLC	Virtu ITG Software Solutions LLC	INVESTMENT TECHNOLOGY GROUP	2597614
Virtu ITG Software Solutions LLC	Virtu ITG Software Solutions LLC	ALTERNET	3185156
Virtu ITG Software Solutions LLC	Virtu ITG Software Solutions LLC	POSIT	1530044
Virtu ITG Software Solutions LLC	Virtu ITG Software Solutions LLC	ITG	2581518
Virtu ITG Software Solutions LLC	Virtu ITG Software Solutions LLC	ITG	4174476
Virtu ITG Software Solutions LLC	Virtu ITG Software Solutions LLC	TRITON	2958227
Virtu ITG Software Solutions LLC	Virtu ITG Software Solutions LLC	ITG NET	3919992
Virtu ITG Software Solutions LLC	Virtu ITG Software Solutions LLC	ITG NET	3706057
Virtu ITG Software Solutions LLC	Virtu ITG Software Solutions LLC	POSIT ALERT	3693845
Virtu ITG Software Solutions LLC	Virtu ITG Software Solutions LLC	T and design	6076485
Virtu ITG Software Solutions LLC	Virtu ITG Software Solutions LLC	TRITON VALOR	6030980