

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305467

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC, as Collateral Agent		05/22/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Liquidnet Holdings, Inc.
Street Address:	498 Seventh Avenue
Internal Address:	15th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: 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

TRADEMARK

Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	038507-0366
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	05/23/2014
Total Attachments: 4 source=Liquidnet - Trademark Release 038507-0289#page1.tif source=Liquidnet - Trademark Release 038507-0289#page2.tif source=Liquidnet - Trademark Release 038507-0289#page3.tif source=Liquidnet - Trademark Release 038507-0289#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of May 22, 2014, by Jefferies Finance LLC, as collateral agent for the Secured Parties, (in such capacity, the "Collateral Agent"), in favor of Liquidnet Holdings, Inc., a Delaware Corporation (the "Pledgor"). Capitalized terms used and not defined herein have the meanings given such terms in the Security Agreement (as defined below).

WHEREAS, the Pledgor is party to that certain Security Agreement, dated as of May 7, 2013, by and among the Pledgor, the Collateral Agent, and the subsidiary guarantors from time to time party thereto (as amended, restated, amended and restated, or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Pledgor executed and delivered that certain Trademark Security Agreement, dated as of May 7, 2013 (as amended, restated, amended and restated, or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Pledgor, as collateral security for the payment and performance in full of the Secured Obligations, pledged and granted 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 of the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property, whether then existing or thereafter arising or acquired from time to time: all trademarks, service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry, or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use of any of the foregoing, (ii) all goodwill of the business connected with the use thereof and symbolized thereby, (iii) extensions and renewals thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof, and (vi) rights corresponding thereto throughout the world, including the United States trademark registrations and applications for registration, listed on Schedule A attached hereto (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 7, 2013 at Reel 5022, Frame 0833; and

WHEREAS, the Collateral Agent acknowledges full performance of the Secured Obligations and has agreed to release the entirety of its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, releases and discharges its security interest in the Trademark Collateral, including, without limitation, the Trademarks referred to on Schedule A hereto, and re-assigns to the Pledgor any right, title or interest that the Collateral Agent may have in or to such Trademark Collateral, all without warranty or representation of any kind.

The Collateral Agent hereby authorizes the Pledgor, or the Pledgor's authorized representatives to: (a) record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency, and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Collateral Agent in the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

Jefferies Finance LLC
as Collateral Agent

By: 
Name: J. Paul McDonnell
Title: Managing Director

[Signature Page to Trademark Release]

TRADEMARK
REEL: 005285 FRAME: 0828

SCHEDULE A

United States Trademark Registrations:

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

United States Trademark Applications:

None.