

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM434916

|   |  |                       |                                     |
|---|--|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                           |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | RELEASE OF SECURITY INTEREST             |                       |                                     |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                                     |
| <b>Name</b>   | <b>Formerly</b>                          | <b>Execution Date</b> | <b>Entity Type</b>                  |
| Jefferies Finance LLC, as Collateral Agent  |  | 07/13/2017            | Limited Liability Company: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                     |
| <b>Name:</b>  | Liquidnet Holdings, Inc.                 |                       |                                     |
| <b>Street Address:</b>  | 498 Seventh Avenue                       |                       |                                     |
| <b>Internal Address:</b>  | 15th Floor                               |                       |                                     |
| <b>City:</b>  | NEW YORK                                 |                       |                                     |
| <b>State/Country:</b>   | NEW YORK                                 |                       |                                     |
| <b>Postal Code:</b>   | 10018                                    |                       |                                     |
| <b>Entity Type:</b>   | Corporation: DELAWARE                    |                       |                                     |
| <b>PROPERTY NUMBERS Total: 10</b>   |  |                       |                                     |
| <b>Property Type</b>  | <b>Number</b>                            | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>   | 2557130                                  | LIQUIDNET             |                                     |
| <b>Registration Number:</b>   | 3465085                                  | LIQUIDNET H2O         |                                     |
| <b>Registration Number:</b>   | 3378176                                  | IT'S DIFFERENT HERE   |                                     |
| <b>Registration Number:</b>   | 3521680                                  | SUPERNATURAL          |                                     |
| <b>Registration Number:</b>   | 3564626                                  | BUY-SIDE VOICE        |                                     |
| <b>Registration Number:</b>   | 3631060                                  | RACE4RWANDA           |                                     |
| <b>Registration Number:</b>   | 3725349                                  | LIQUIDNET EFFECT      |                                     |
| <b>Registration Number:</b>   | 3890844                                  | LIQUIDNET INFRARED    |                                     |
| <b>Registration Number:</b>   | 3904662                                  | H2O BLOCKS            |                                     |
| <b>Serial Number:</b>   | 85861845                                 | ON A DIFFERENT SCALE  |                                     |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                     |
| <b>Fax Number:</b>  | 2127514864                               |                       |                                     |
| <i>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.</i> |  |                       |                                     |
| <b>Phone:</b>   | 212-906-1200                             |                       |                                     |
| <b>Email:</b>   | angela.amaru@lw.com                      |                       |                                     |
| <b>Correspondent Name:</b>  | Latham & Watkins LLP c/o Angela M. Amaru |                       |                                     |
| <b>Address Line 1:</b>  | 885 Third Avenue                         |                       |                                     |

CH \$265.00 2557130

**Address Line 2:** Suite 1000  
**Address Line 4:** NEW YORK, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 038507-0289

**NAME OF SUBMITTER:** Angela M. Amaru

**SIGNATURE:** /S/ Angela M. Amaru

**DATE SIGNED:** 07/13/2017

**Total Attachments: 4**

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**RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of July 13, 2017, 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 22, 2014, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented 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 22, 2014 (as amended, restated, amended and restated, supplemented 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 (collectively, the "Trademark Collateral"): all Trademarks, including the United States trademark registrations and applications for registration, listed on Schedule I attached hereto;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 23, 2014 at Reel 5286, Frame 0010; and

WHEREAS, the Collateral Agent has agreed to execute this Release to evidence the release 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 parties agree as follows:

The Collateral Agent hereby irrevocably terminates, releases and discharges its lien on and security interest in and to the Trademark Collateral, including, without limitation, the Trademarks referred to on Schedule I 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 record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency.

This Release shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of New York, without regard to conflicts of law principles or rules that would require the application of the laws of another jurisdiction other than the State of New York.

*[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:

Title:

J. Paul McDonnell  
Managing Director

**SCHEDULE I**  
**to**  
**RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

| <b>Title</b>           | <b>Filing Date/Issued Date</b>               | <b>Status</b>        | <b>Application/ Registration No.</b> |
|------------------------|--|----------------------|--------------------------------------|
| "LIQUIDNET"            | Filed: Apr. 19, 2000<br>Reg'd: Apr. 2, 2002  | Registered           | Reg. No. 2557130                     |
| "LIQUIDNET H2O"        | Filed: Sep. 22, 2006<br>Reg'd: Jul. 15, 2008 | Registered           | Reg. No. 3465085                     |
| "IT'S DIFFERENT HERE"  | Filed: Jun. 7, 2007<br>Feb. 5, 2008          | Reg'd:<br>Registered | Reg. No. 3378176                     |
| "SUPERNATURAL"         | Filed: Jun. 7, 2007<br>Oct. 21, 2008         | Reg'd:<br>Registered | Reg. No. 3521680                     |
| "BUY-SIDE VOICE"       | Filed: Jul. 17, 2008<br>Jan. 20, 2009        | Reg'd:<br>Registered | Reg. No. 3564626                     |
| "RACE4RWANDA"          | Filed: Oct. 29, 2008<br>Reg'd: Jun. 2, 2009  | Registered           | Reg. No. 3631060                     |
| "LIQUIDNET EFFECT"     | Filed: May 20, 2009<br>Reg'd: Dec.15, 2009   | Registered           | Reg. No. 3725349                     |
| "LIQUIDNET INFRARED"   | Filed: May 20, 2009<br>Reg'd: Dec.14, 2010   | Registered           | Reg. No. 3890844                     |
| "H2O BLOCKS"           | Filed: Jan. 15, 2008<br>Reg'd: Jan. 11, 2011 | Registered           | Reg. No. 3904662                     |
| "ON A DIFFERENT SCALE" | Filed: Feb. 27, 2013                         | Pending              | App. No. 85861845                    |