

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM434919

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Liquidnet Holdings, Inc.		07/13/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jefferies Finance LLC, as Collateral Agent		
<b>Street Address:</b>	520 Madison Avenue		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4841028	LIQUIDNET H2O	
<b>Registration Number:</b>	4411035	ON A DIFFERENT SCALE	
<b>Registration Number:</b>	3890844	LIQUIDNET INFRARED	
<b>Registration Number:</b>	3904662	H2O BLOCKS	
<b>Registration Number:</b>	3521680	SUPERNATURAL	
<b>Registration Number:</b>	3465085	LIQUIDNET H2O	
<b>Registration Number:</b>	2557130	LIQUIDNET	
<b>Serial Number:</b>	87181696	VIRTUAL HIGH TOUCH	
<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>	212-906-1216		
<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		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	038507-0608		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		

CH \$215.00 4841028

<b>SIGNATURE:</b>	/S/ Angela M. Amaru
<b>DATE SIGNED:</b>	07/13/2017
<b>Total Attachments: 4</b> source=Liquidnet - Trademark Security Agreement Executed#page1.tif source=Liquidnet - Trademark Security Agreement Executed#page2.tif source=Liquidnet - Trademark Security Agreement Executed#page3.tif source=Liquidnet - Trademark Security Agreement Executed#page4.tif	

**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement dated as July 13, 2017 (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 and together with any successors in such capacity, 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 July 13, 2017 (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.~~

By:

Name:

Title:

  
William Man  
CFO

Accepted and Agreed:

**JEFFERIES FINANCE LLC,**  
as Collateral Agent

By:

Name:

Title:

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006104 FRAME: 0581**

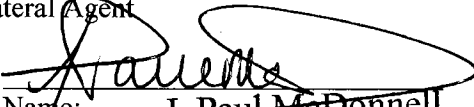
IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**LIQUIDNET HOLDINGS, INC.**

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**

	<b>Trademark</b>	<b>Application Number Filing Date</b>	<b>Registration Number Registration Date</b>
1.	VIRTUAL HIGH TOUCH	87181696 9/23/2016	---
2.	LIQUIDNET H2O	86566465 3/17/2015	4841028 10/27/2015
3.	ON A DIFFERENT SCALE	85861845 2/27/2013	4411035 10/1/2013
4.	LIQUIDNET INFRARED	77741210 5/20/2009	3890844 12/14/2010
5.	H2O BLOCKS	77371842 1/15/2008	3904662 1/11/2011
6.	SUPERNATURAL	77199958 6/7/2007	3521680 10/21/2008
7.	LIQUIDNET H2O	77005452 9/22/2006	3465085 7/15/2008
8.	LIQUIDNET	76030999 4/19/2000	2557130 4/2/2002