

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517943

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TradeWeb Markets LLC		04/08/2019	Limited Liability Company: DELAWARE
BondDesk Group LLC		04/08/2019	Limited Liability Company: DELAWARE
Tech Hackers LLC		04/08/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2201787	TRADEWEB
Registration Number:	2760120	ACCOUNTNET
Registration Number:	2760121	ACCOUNTNET EMPOWERING YOUR STP SOLUTION
Registration Number:	5450306	DEALERWEB
Registration Number:	4726984	TRADEWEB DIRECT
Registration Number:	4726810	TRADEWEB DIRECT
Registration Number:	4502271	MATCHPAD
Registration Number:	3637759	TRADEWEB
Registration Number:	3475857	CODESTREET
Registration Number:	3439037	TEAMWORK
Registration Number:	3400273	REPLAYSERVICE
Registration Number:	3396656	MARKET DATA METRICS
Registration Number:	3396655	MARKET DATA WAREHOUSE
Registration Number:	3396654	MARKET DATA STUDIO
Registration Number:	3389606	MARKET DATA WORKS

OP \$640.00 2201787

Property Type	Number	Word Mark
Registration Number:	3668704	BONDDESK
Registration Number:	4089715	MUNITICKER
Registration Number:	3877580	MARKET CHECK
Registration Number:	4215056	BONDWORKS
Registration Number:	4765164	BONDSCREEN
Registration Number:	4765163	BONDMARK
Registration Number:	2421010	TECHHACKERS
Registration Number:	2641179	QUANTTOOLS
Registration Number:	1782540	@NALYST
Serial Number:	88294313	TRADEWEB MARKETS

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: 8007130755

Email: james.murray@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:	04/08/2019

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

TradeWeb Markets LLC
BondDesk Group LLC
Tech Hackers LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other 1. LLC-DE; 2. LLC-DE; 3. LLC-DE
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 8, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citibank, N.A.

Street Address: 388 Greenwich Street

City: New York

State: NY

Country USA Zip: 10013

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) Text

See Schedule I

B. Trademark Registration No. (s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

25

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

April 8, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of April 8, 2019, by TradeWeb Markets LLC, BondDesk Group LLC and Tech Hackers LLC (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of Citibank, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of April 8, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree 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. Each Grantor hereby pledges and grants to the Collateral Agent for the 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 Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto. For the avoidance of doubt, Grantor neither pledges nor grants to the Collateral Agent for the benefit of the Secured Parties a lien or security interest on any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, that granting a security interest in such trademark application prior to such filing would impair the enforceability or validity, or result in the voiding, of such trademark application (or any registration that may issue therefrom) under applicable federal Law.

SECTION 3. The 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 Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

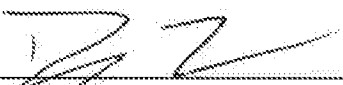
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto

may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

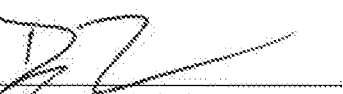
[Signature pages follow]

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

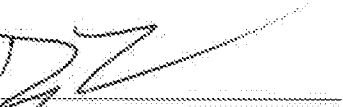
TRADEWEB MARKETS LLC

By: 
Name: Douglas Friedman
Title: General Counsel and Assistant Secretary

BONDDESK GROUP LLC

By: 
Name: Douglas Friedman
Title: General Counsel and Assistant Secretary

TECH HACKERS LLC

By: 
Name: Douglas Friedman
Title: General Counsel and Assistant Secretary

CITIBANK, N.A., as Collateral Agent

By: Caesar Wyszomirski
Name: Caesar Wyszomirski
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006612 FRAME: 0095

Schedule I
Trademark Registrations and Applications

[See Attached]

UNITED STATES TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
TradeWeb Markets LLC	2,201,787	TRADEWEB
TradeWeb Markets LLC	2,760,120	ACCOUNTNET
TradeWeb Markets LLC	2,760,121	ACCOUNT-NET EMPOWER-ING YOUR STP SOLUTION
TradeWeb Markets LLC	5,450,306	DEALERWEB
TradeWeb Markets LLC	4,726,984	TRADEWEB direct
TradeWeb Markets LLC	4,726,810	Tradeweb Direct
TradeWeb Markets LLC	4,502,271	MATCHPAD
TradeWeb Markets LLC	3,637,759	Tradeweb
TradeWeb Markets LLC	3,475,857	CODESTREET
TradeWeb Markets LLC	3,439,037	TEAMWORK
TradeWeb Markets LLC	3,400,273	REPLAYSERVICE
TradeWeb Markets LLC	3,396,656	MARKET DATA METRICS
TradeWeb Markets LLC	3,396,655	MARKET DATA WAREHOUSE
TradeWeb Markets LLC	3,396,654	MARKET DATA STUDIO
TradeWeb Markets LLC	3,389,606	MARKET DATA WORKS
BondDesk Group LLC	3,668,704	BONDDESK
BondDesk Group LLC	4,089,715	MUNITICKER
BondDesk Group LLC	3,877,580	MARKET CHECK

BondDesk Group LLC	4,215,056	BOND WORKS
BondDesk Group LLC	4,765,164	BONDSCREEN
BondDesk Group LLC	4,765,163	BONDMARK
Tech Hackers LLC	2,421,010	TECHHACKERS
Tech Hackers LLC	2,641,179	QUANTTOOLS
Tech Hackers LLC	1,782,540	@NALYST

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
TradeWeb Markets LLC	88294313	TRADEWEB MARKETS