

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
FAS Holdings, Inc.		11/01/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank		
<b>Street Address:</b>	222 South Riverside Plaza		
<b>Internal Address:</b>	32nd Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2165498	1 FP	
<b>Registration Number:</b>	3279172	ETF SELECT	
<b>Registration Number:</b>	3274005	FROM WEALTH TO SIGNIFICANCE	
<b>Registration Number:</b>	3558651	THE OFFICIAL NETWORK FOR ENTREPRENEURIAL ADVISORS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)980-0826		
<b>Phone:</b>	3122698000		
<b>Email:</b>	cjasso@ngelaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Neal, Gerber & Eisenberg		
<b>Address Line 1:</b>	2 North LaSalle Street		
<b>Address Line 2:</b>	Suite 1700		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60602-3801		

**CH \$1115.00 2165498**

ATTORNEY DOCKET NUMBER:	018454.0006
NAME OF SUBMITTER:	Thomas C. McDonough
Signature:	/Thomas C. McDonough/
Date:	11/28/2011

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 1, 2011 is made by FAS HOLDINGS, INC., a Delaware corporation, (the "Grantor") in favor of FIFTH THIRD BANK (the "Lender").

### RECITALS

A. WHEREAS, Grantor and the Lender have entered into a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lender has agreed to make loans to the Grantor.

B. WHEREAS, Grantor and Lender have required as a condition, among others, to the making of the loans, in order to secure the prompt and complete payment, observance and performance of all of Grantor's obligations and liabilities pursuant to the Credit Agreement and the Guaranty and Collateral Agreement referred to therein, that Grantor execute and deliver this Agreement to Lender.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. To secure the payment of all amounts owing by the Grantor under the Credit Agreement, Grantor does hereby grant to the Lender a continuing security interest in all of Grantor's right, title and interest in and to all of Grantor's now owned or later acquired or adopted:

a. trademarks, service marks, trade names, and domain names, including, without limitation, the registered trademarks, trademark registration applications, registered service marks and service mark registration applications listed on Schedule A attached hereto, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark registration applications, together with the items described in clauses (i)-(iv) in this paragraph 1(a), being hereinafter individually and/or collectively referred to as the "Trademarks")

b. the goodwill of Grantor's business connected with and symbolized by the Trademarks; and

c. license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark registration applications, and trade names, whether Grantor is a licensor or licensee under any such license agreement, including but not limited to, the license agreements listed on

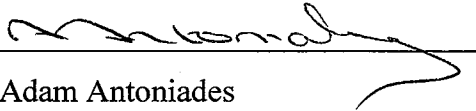
Schedule B attached hereto (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Paragraph 1, the Licenses shall not include any license agreement which by its terms prohibits the grant of the security interest contemplated by this Agreement.

2. This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Credit Agreement and the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks and Licenses made and granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement.

*[Signature Page Follows]*

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

**FAS HOLDINGS, INC.**

By: 

Name: Adam Antoniadis

Title: President

**FIFTH THIRD BANK, as Lender**

By: \_\_\_\_\_

Name: Stephen C. Watts

Title: Vice President

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

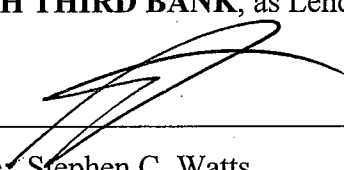
**FAS HOLDINGS, INC.**

By: \_\_\_\_\_

Name: Adam Antoniadis

Title: President

**FIFTH THIRD BANK, as Lender**


By: \_\_\_\_\_  


Name: Stephen C. Watts


Title: Vice President

SCHEDULE A

**Registered Trademarks/Service Marks and Trademark/Service Marks Applications**

Trademark	Status/Status Date	Owner	Serial No./Reg. No.
	Registered June 16, 1998	FAS Holdings, Inc.	Serial No. 75/251838 Fed. Reg. No. 2,165,498
ETF SELECT	Registered August 14, 2007	FAS Holdings, Inc.	Serial No. 77/038796 Fed. Reg. No. 3,279,172
FROM WEALTH TO SIGNIFICANCE	Registered August 7, 2007	FAS Holdings, Inc.	Serial No. 77/039322 Fed. Reg. No. 3,274,005
THE OFFICIAL NETWORK FOR ENTREPRENEURIAL ADVISORS	Registered January 6, 2009	FAS Holdings, Inc.	Serial No. 77/314362 Fed. Reg. No. 3,558,651

**Trade Names or Common Law Trademarks/Service Marks**  
(owned by affiliates of Grantor)

FIRST ALLIED HOLDINGS INC.
FIRST ALLIED AN ADVANCED EQUITIES COMPANY
1 FP
FIRST FINANCIAL PLANNERS, INC.
FROM WEALTH TO SIGNIFICANCE NEXTGEN ADVISOR FIRST ALLIED SECURITIES
FROM WEALTH TO SIGNIFICANCE NEXTGEN ADVISOR ADVANCED EQUITIES
LEVERAGED APPRECIATION DERIVATIVE






**SCHEDULE B**

**Trademark Licenses**

**None**