

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEGEND GROUP HOLDINGS, LLC		01/02/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK		
Street Address:	222 S. RIVERSIDE PLAZA		
Internal Address:	32ND FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	BANK: OHIO		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2307318	FREEMARK FREEDOM SERIES	
Registration Number:	2562204	FREEMARK LIBERTY SERIES	
Registration Number:	2633966	INVESTING WITH INTELLIGENCE	
Registration Number:	3208492	N NEURAL VISION	
Registration Number:	3211043	NEURALVISION	
Registration Number:	3214231	SAM	
Registration Number:	3902615	SAM	
Registration Number:	3131411	STRATEGIC ASSET MANAGEMENT	
Registration Number:	3480600	THE LEGEND GROUP	
CORRESPONDENCE DATA			
Fax Number:	3127821745		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			

OP \$240.00 2307318

Phone: 312-580-2347
Email: amauro@thompsoncoburn.com
Correspondent Name: Anita B. Mauro
Address Line 1: 55 E. Monroe Street
Address Line 2: 37th Floor
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 970901.108917

NAME OF SUBMITTER: Anita B. Mauro

Signature: /Anita B. Mauro/

Date: 02/11/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 2, 2013, is made by **LEGEND GROUP HOLDINGS, LLC**, a Delaware limited liability company, (the "Grantor") in favor of **FIFTH THIRD BANK** (the "Lender").

RECITALS

A. WHEREAS, contemporaneously herewith, First Allied Holdings Inc., a Delaware corporation ("Borrower"), and the Lender have entered into that certain Amended and Restated 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 Borrower.

B. WHEREAS, Lender has required as a condition, among others, to the making of the loans pursuant to the Credit Agreement 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 "Secured Obligations" (as such term is defined in that certain Amended and Restated Guaranty and Collateral Agreement of even date herewith executed and delivered by Borrower, Grantor and certain of their affiliates in favor of Lender, as amended or restated from time to time), 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.

LEGEND GROUP HOLDINGS, LLC, as Grantor

FIFTH THIRD BANK, as Lender

By: 
Name: Daniel W. Carlson
Title: Vice President and Secretary

By: _____
Name: Stephen Watts
Title: Vice President


[signature page to Trademark Security Agreement (Legend Group Holdings)]

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

LEGEND GROUP HOLDINGS, LLC, as Grantor

FIFTH THIRD BANK, as Lender

By: _____
Name: Daniel W. Carlson
Title: Vice President and Secretary

By: 
Name: Stephen Watts
Title: Vice President

[signature page to Trademark Security Agreement (Legend Group Holdings)]

SCHEDULE A

Registered Trademarks/Service Marks and Trademark/Service Marks Applications

Trademark	Status/Status Date	Owner	Serial No./Reg. No.
FREEMARK FREEDOM SERIES®	Registered January 11, 2000, renewed January, 2010	Legend Group Holdings, LLC	Fed. Reg. No. 2,307,318 (Principal Register)
FREEMARK LIBERTY SERIES®	Registered April 14, 2002	Legend Group Holdings, LLC	Fed. Reg. No. 2,562,204 (Principal Register)
INVESTING WITH INTELLIGENCE®	Registered October 15, 2002	Legend Group Holdings, LLC	Fed. Reg. No. 2,633,966 (Principal Register)
N NEURAL VISION (and Design) ® <i>See attached image</i>	Registered February 13, 2007	Legend Group Holdings, LLC	Fed. Reg. No. 3,208,492 (Principal Register)
NEURALVISION®	Registered February 20, 2007	Legend Group Holdings, LLC	Fed. Reg. No. 3,211,043 (Principal Register)
SAM®	Registered February 27, 2007	Legend Group Holdings, LLC	Fed. Reg. No. 3,214,231 (Supplemental Register)
SAM ® NOTE: Congratulations ~ this 'text string' mark has been registered on the Principal Register!	Registered January 11, 2011	Legend Group Holdings, LLC	Fed. Reg. No. 3,902,615 (Principal Register) US App. No. 77794641
	Registered August 15, 2006	Legend Group Holdings, LLC	Fed. Reg. No. 3,131,411 (Supplemental Register)
STRATEGIC ASSET MANAGEMENT®	Registered March 16, 2010	Legend Group Holdings, LLC	Fed. Reg. No. 3,902,615 (Principal Register)
THE LEGEND GROUP®	Registered August 5, 2008	Legend Group Holdings, LLC	Fed. Reg. No. (Principal Register)

Trade Names or Common Law Trademarks/Service Marks

FREEMARK
FREEMARK MANAGED PORTFOLIOS
FREEMARK PATRIOT SERIES
FREEMARK SERIES
FREEMARK VICTORY SERIES

SCHEDULE B

Trademark Licenses

None.