

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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|                                   |   |   |  |
|-----------------------------------|---|---|--|
| SUBMISSION TYPE:                  | NEW ASSIGNMENT  |   |  |
| NATURE OF CONVEYANCE:             | Articles of Entity Conversion   |   |  |
| CONVEYING PARTY DATA              |   |   |  |
| Name                              | Formerly  | Execution Date                          | Entity Type  |
| Commonwealth Equity Services, LLP |   | 11/22/2010                              | LIMITED LIABILITY LIMITED PARTNERSHIP: MASSACHUSETTS |
| RECEIVING PARTY DATA              |   |   |  |
| Name:                             | Commonwealth Equity Services, Inc.  |   |  |
| Street Address:                   | 29 Sawyer Road  |   |  |
| City:                             | Waltham   |   |  |
| State/Country:                    | MASSACHUSETTS   |   |  |
| Postal Code:                      | 02453   |   |  |
| Entity Type:                      | CORPORATION: MASSACHUSETTS  |   |  |
| PROPERTY NUMBERS Total: 2         |   |   |  |
| Property Type                     | Number  | Word Mark                               |  |
| Registration Number:              | 3245384   | COMMONWEALTH                            |  |
| Registration Number:              | 3245383   | COMMONWEALTH FINANCIAL NETWORK ANYTHING |  |
| CORRESPONDENCE DATA               |   |   |  |
| Fax Number:                       | 9785829022  |   |  |
|                                   | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |   |  |
| Phone:                            | 978-582-5550  |   |  |
| Email:                            | loufranco@comcast.net   |   |  |
| Correspondent Name:               | Louis J. Franco   |   |  |
| Address Line 1:                   | 250 Arbor Street  |   |  |
| Address Line 4:                   | Lunenburg, MASSACHUSETTS 01462  |   |  |
| ATTORNEY DOCKET NUMBER:           | 2004-1002 & 2004-1004   |   |  |
| NAME OF SUBMITTER:                | Louis J. Franco   |   |  |

OP \$65.00 3245384

|   |                   |
|---|-------------------|
| Signature:  | /Louis J. Franco/ |
| Date:   | 05/15/2013        |
| <b>Total Attachments: 14</b><br>source=Articles of Entity Conversion from LLP to Corporation filed with USPTO May 15 2013#page1.tif<br>source=Articles of Entity Conversion from LLP to Corporation filed with USPTO May 15 2013#page2.tif<br>source=Articles of Entity Conversion from LLP to Corporation filed with USPTO May 15 2013#page3.tif<br>source=Articles of Entity Conversion from LLP to Corporation filed with USPTO May 15 2013#page4.tif<br>source=Articles of Entity Conversion from LLP to Corporation filed with USPTO May 15 2013#page5.tif<br>source=Articles of Entity Conversion from LLP to Corporation filed with USPTO May 15 2013#page6.tif<br>source=Articles of Entity Conversion from LLP to Corporation filed with USPTO May 15 2013#page7.tif<br>source=Articles of Entity Conversion from LLP to Corporation filed with USPTO May 15 2013#page8.tif<br>source=Articles of Entity Conversion from LLP to Corporation filed with USPTO May 15 2013#page9.tif<br>source=Articles of Entity Conversion from LLP to Corporation filed with USPTO May 15 2013#page10.tif<br>source=Articles of Entity Conversion from LLP to Corporation filed with USPTO May 15 2013#page11.tif<br>source=Articles of Entity Conversion from LLP to Corporation filed with USPTO May 15 2013#page12.tif<br>source=Articles of Entity Conversion from LLP to Corporation filed with USPTO May 15 2013#page13.tif<br>source=Articles of Entity Conversion from LLP to Corporation filed with USPTO May 15 2013#page14.tif |                   |

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PC

The Commonwealth of Massachusetts

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Entity Conversion of a  
Domestic Other Entity  
to a Domestic Business Corporation  
(General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

FORM MUST BE TYPED

- (1) Exact name of other entity: Commonwealth Equity Services, LLP
- (2) A corporate name that satisfies the requirements of G.L. Chapter 156D, Section 4.01:  
Commonwealth Equity Services, Inc.
- (3) The plan of entity conversion was duly approved in accordance with the organic law of the other entity.
- (4) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02(a) or permitted to be included in the articles pursuant to G.L. Chapter 156D, Section 2.02(b):

ARTICLE I

The exact name of the corporation upon conversion is:

Commonwealth Equity Services, Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:\*

\* Professional corporations governed by G.L. Chapter 156A must specify the professional activities of the corporation.

**ARTICLE III**

State the total number of shares and par value, \* if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

| WITHOUT PAR VALUE |                  | WITH PAR VALUE |                  |           |
|-------------------|------------------|----------------|------------------|-----------|
| TYPE              | NUMBER OF SHARES | TYPE           | NUMBER OF SHARES | PAR VALUE |
| Common            | 3,000,000        |                |                  |           |
|                   |                  |                |                  |           |
|                   |                  |                |                  |           |

**ARTICLE IV**

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

**ARTICLE V**

The restrictions, if any, imposed by the articles or organization upon the transfer of shares of any class or series of stock are:

Please see Continuation Sheets 5A-5C.

**ARTICLE VI**

Other lawful provisions, and if there are no such provisions, this article may be left blank.

Please see Continuation Sheets 6A-6F.

*Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.*

*\*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.*

**CONTINUATION SHEET 5A  
to the Articles of Organization of  
Commonwealth Equity Services, Inc.**

Transfer Restrictions

(a) Any sale, distribution, conveyance, donation, assignment, bequest, gift, pledge or other transfer (including an initial issuance of stock by the corporation), whether voluntary, involuntary, by operation of law or otherwise, of all or any part of any share in any stock of this corporation (a "Transfer") shall be void and of no effect if giving effect to such Transfer would, either immediately or with lapse of time, result, whether directly or indirectly, in the termination of the corporation's status as an S corporation within the meaning of the Internal Revenue Code of 1986 (or any successor statute) as amended and then in effect (the "Code"). Without limiting the foregoing, in the event that (a) stock of the corporation is at any time owned by a trust and for any reason such trust ceases to be a trust described in Section 1361(c)(2) of the Code, including a trust treated as so described by reason of Section 1361(d) of the Code, (b) any stockholder of the corporation ceases to be a citizen or resident alien, for this purpose treating as the stockholder any beneficiary of a trust who is so treated by reason of Section 1361(c)(2)(B) of the Code, or (c) for any other reason a stockholder ceases to be a person qualified to be a stockholder of an S corporation, a Transfer shall be deemed to have occurred immediately before such cessation. To the extent that any Transfer made in violation of the foregoing restrictions cannot be deemed void, it shall be deemed an immediate offer to the corporation to sell to the corporation the stock being transferred for a consideration equal to the original issue price (or its cash equivalent). The corporation shall have sixty days from the date on which the board of directors is notified of such Transfer within which to exercise such option, which exercise shall relate back to the date of the Transfer, and the corporation may transfer such right to the other stockholders pro rata to their respective stock holdings or, to the extent they do not exercise the option, to any third party whose acquisition of the transferred shares would not itself cause a termination of the corporation's status as an S corporation.

Any stockholder wishing to make a Transfer shall first notify the corporation in writing at least thirty days prior to the effective date thereof of the identity of the proposed transferee and, upon request of the corporation within such thirty day period, shall provide the corporation with an opinion of counsel acceptable to the corporation that such Transfer will not violate the provisions of this Article V. Neither the giving of such an opinion nor the failure of the corporation to require such an opinion shall constitute a waiver of the requirement that the Transfer comply with the first paragraph of this Article V.

(b) Unless the holders of a majority of the outstanding shares of Common Stock shall have first consented in writing, no stockholder shall sell, assign, transfer, encumber or otherwise dispose of any of his, her or its stock in this corporation (including transfers of voting and economic attributes and rights associated therewith). All transfers of stock in this corporation in violation of this Article V shall be deemed invalid, null and void, and of no force or effect. Any person to whom shares are attempted to be transferred in violation of this Article V shall not be entitled to vote on matters coming before the shareholders, receive any dividends or distribution from the shareholders or have any other rights in or with respect to the stock.

**CONTINUATION SHEET 5B**  
**to the Articles of Organization of**  
**Commonwealth Equity Services, Inc.**

(c) If the holders of a majority of the outstanding shares of Common Stock shall have consented to a transfer of any stock of this corporation pursuant to the foregoing clause (b), then this clause (c) shall apply.

- (i) Any shareholder who may desire to have transferred any stock of this corporation, whether by way of sale, assignment, exchange, or otherwise, to any person, firm or corporation other than a permitted transferee (as described in paragraph (iv) immediately below), shall deliver to the Secretary of the corporation a notice in writing setting forth such shareholder's intention to make such transfer, the shares involved, the name and address of the proposed transferee and the consideration and terms at which such shareholder is willing to sell said shares pursuant to a *bona fide* offer by the proposed transferee.
- (ii) The corporation and/or its designee, nominee and/or assignee, acting through the Board of Directors, but with the approval of the holders of a majority of the shares of Common Stock outstanding, shall have the exclusive option, for a period of 30 days after receipt of such notice, to purchase all of said shares at a purchase price equal to the value of the consideration therefor set forth in such notice, and substantially on said terms, provided, however, that if such shares are otherwise subject to the terms of paragraph (v) immediately below, at the option of the corporation, the purchase price shall be the book value of the shares as determined in accordance with paragraph (vi) immediately below.
- (iii) If the corporation and/or its designee, nominee or assignee, as the case may be, does not exercise its option to purchase all of such shares and tender payment therefor to such shareholder within the time herein prescribed, the corporation's rights shall be deemed to be waived and such shareholder shall be free to transfer said shares for the consideration and upon the terms specified in such notice and to the proposed transferee named therein, but not for any other consideration, nor on more favorable terms, nor to any other transferee. If such transfer is not completed within 90 days from the date the original notice was received by the corporation from such shareholder, the transfer of said shares by such shareholder shall again be subject to these restrictions.
- (iv) No stock of this corporation shall be sold or transferred on the books of the corporation until these provisions have been complied with; provided, however, the following transactions shall be exempt from the provisions of Section (b) and this Section (c): (A) a shareholder's transfer of any or all of his or her shares either during his or her lifetime or on death by will or intestacy to his or her immediate family or to a trust the beneficiaries of which are exclusively one or more of the shareholder and a member or members of the shareholder's immediate family. "Immediate family" shall mean spouse, lineal descendant,

**CONTINUATION SHEET 5C**  
**to the Articles of Organization of**  
**Commonwealth Equity Services, Inc.**

father, mother, brother or sister of the shareholder making the transfer; (B) a transfer by a shareholder that is a limited liability company to any or all of its members or retired members, or to the estate of any member or retired member; (C) a transfer to a person who is already a shareholder of the corporation; (D) a transfer to a pledgee or other holder of a security interest in shares in connection with such pledge or security interest; and (E) a transfer to the guardian or conservator of the shareholder.

- (v) If any transfer of stock of this corporation is made or attempted contrary to these provisions, or if any stock of this corporation is transferred by operation of law to anyone other than a permitted transferee, the corporation and/or its designee, nominee or assignee, as the case may be, shall have the continuing right to purchase such shares from the record owner thereof, or from the transferee or purported transferee, at the book value thereof as determined in accordance with paragraph (vi) immediately below. The corporation and/or designee, nominee or assignee, as the case may be, may exercise its right to purchase by written notice setting forth a date for such purchase not sooner than 15 days nor later than 30 days after the giving of such notice and stating the amount of the purchase price to be paid for said shares. The record owner, transferee or purported transferee shall be obliged to deliver the certificate(s) for such shares duly endorsed for transfer to the corporation and/or designee, nominee or assignee, as the case may be, on the date specified in the notice against payment in full by the corporation and/or designee, nominee or assignee, as the case may be, of the purchase price.
- (vi) The book value of the shares for purposes of paragraphs (ii) and (v) hereof shall be determined as of the close of the most recent fiscal year of the corporation ended prior to the date when the corporation and/or designee, nominee or assignee, as the case may be, exercises its right to purchase the Shares pursuant to paragraphs (ii) or (v) hereof. Such determination shall be made by the corporation's then regularly employed independent public accountant in accordance with generally accepted accounting principles consistently applied, and shall be appropriately adjusted to reflect any splits or combinations, or reduction of capital or like event occurring between the date of determination of book value and the date of purchase under paragraph (ii) or (v).

**CONTINUATION SHEET 6A  
to the Articles of Organization of  
Commonwealth Equity Services, Inc.**

By-Laws

The board of directors is authorized to make, amend or repeal the by-laws of the corporation in whole or in part, except with respect to any provision thereof which by law, by these articles of organization, or by the by-laws requires action by the stockholders.

Shareholder Action without a Meeting by Less than Unanimous Consent

Action required or permitted by Chapter 156D of the General Laws of Massachusetts to be taken at a shareholders' meeting may be taken without a meeting by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting.

Minimum Number of Directors

The board of directors may consist of one or more individuals, notwithstanding the number of shareholders.

Limitations on Director Liability

No director of the corporation shall be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for improper distributions under Section 6.40 of Chapter 156D of the General Laws of the Commonwealth of Massachusetts, or (iv) for any transaction in which the director derived an improper personal benefit. No amendment to or repeal of any provision of this paragraph, directly or by adoption of an inconsistent provision of these Articles of Organization, shall apply to or have any effect on any liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.



**CONTINUATION SHEET 6B  
to the Articles of Organization of  
Commonwealth Equity Services, Inc.**

Indemnification of Directors and Officers

1. *Definitions.* In this Section entitled "Indemnification of Directors and Officers" the following words shall have the following meanings unless the context requires otherwise:

"Corporation", includes any domestic or foreign predecessor entity of the corporation in a merger.

"Director" or "officer", an individual who is or was a director or officer, respectively, of the corporation or who, while a director or officer of the corporation, is or was serving at the corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity. A director or officer is considered to be serving an employee benefit plan at the corporation's request if his or her duties to the corporation also impose duties on, or otherwise involve services by, him or her to the plan or to participants in or beneficiaries of the plan. "director" or "officer" includes, unless the context requires otherwise, the estate or personal representative of a director or officer.

"Disinterested director", a director who, at the time of a vote or selection referred to in subsection 4 of this Section entitled "Indemnification of Directors and Officers," is not (i) a party to the proceeding, or (ii) an individual having a familial, financial, professional, or employment relationship with the director whose indemnification or advance for expenses is the subject of the decision being made, which relationship would, in the circumstances, reasonably be expected to exert an influence on the director's judgment when voting on the decision being made.

"Expenses", includes counsel fees.

"Liability", the obligation to pay a judgment, settlement, penalty, fine including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.

"Party", an individual who was, is, or is threatened to be made, a defendant or respondent in a proceeding.

"Proceeding", any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative and whether formal or informal.

2. *Indemnification of directors and officers.*

(a) Except as otherwise provided in this Section entitled "Indemnification of Directors and Officers," the corporation shall indemnify to the fullest extent permitted by law an individual who is a party to a proceeding because he or she is a director or officer against liability incurred in the proceeding if: (1) (i) he or she conducted himself or herself in good faith; and (ii) he or she reasonably believed that his or her conduct was in the best interests of the

**CONTINUATION SHEET 6C**  
**to the Articles of Organization of**  
**Commonwealth Equity Services, Inc.**

corporation or that his or her conduct was at least not opposed to the best interests of the corporation; and (iii) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or (2) he or she engaged in conduct for which he or she shall not be liable under a provision of the Articles of Organization authorized by Section 2.02(b)(4) of Chapter 156D of the General Laws of the Commonwealth of Massachusetts or any successor provision to such Section.

(b) A director's or officer's conduct with respect to an employee benefit plan for a purpose he or she reasonably believed to be in the interests of the participants in, and the beneficiaries of, the plan is conduct that satisfies the requirement that his or her conduct was at least not opposed to the best interests of the corporation.

(c) The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that the director or officer did not meet the relevant standard of conduct described in this Section entitled "Indemnification of Directors and Officers."

(d) Unless ordered by a court, the corporation may not indemnify a director or officer under this Section if his or her conduct did not satisfy the standards set forth in subsection (a) or subsection (b).

*Section 3. Advance for Expenses.* The corporation shall, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a director or officer who is a party to a proceeding because he or she is a director or officer if he or she delivers to the corporation:

(a) a written affirmation of his or her good faith belief that he or she has met the relevant standard of conduct described in subsection 2 of this Section entitled "Indemnification of Directors and Officers" or that the proceeding involves conduct for which liability has been eliminated under a provision of the Articles of Organization as authorized by Section 2.02(b)(4) of Chapter 156D of the General Laws of the Commonwealth of Massachusetts or any successor provision to such Section; and

(b) his or her written undertaking to repay any funds advanced if he or she is not wholly successful, on the merits or otherwise, in the defense of such proceeding and it is ultimately determined pursuant to subsection 4 of this Section entitled "Indemnification of Directors and Officers" or by a court of competent jurisdiction that he or she has not met the relevant standard of conduct described in subsection 2 of this Section entitled "Indemnification of Directors and Officers". Such undertaking must be an unlimited obligation of the director or officer but need not be secured and shall be accepted without reference to the financial ability of the director or officer to make repayment.

**CONTINUATION SHEET 6D**  
**to the Articles of Organization of**  
**Commonwealth Equity Services, Inc.**

*Section 4. Determination of Indemnification.* The determination of whether a director or officer has met the relevant standard of conduct set forth in subsection 2 shall be made:

- (a) if there are two or more disinterested directors, by the board of directors by a majority vote of all the disinterested directors, a majority of whom shall for such purpose constitute a quorum, or by a majority of the members of a committee of two or more disinterested directors appointed by vote;
- (b) by special legal counsel (1) selected in the manner prescribed in clause (a); or (2) if there are fewer than two disinterested directors, selected by the board of directors, in which selection directors who do not qualify as disinterested directors may participate; or
- (c) by the shareholders, but shares owned by or voted under the control of a director who at the time does not qualify as a disinterested director may not be voted on the determination.

*Section 5. Notification and Defense of Claim; Settlements.*

(a) In addition to and without limiting the foregoing provisions of this Section entitled "Indemnification of Directors and Officers" and except to the extent otherwise required by law, it shall be a condition of the corporation's obligation to indemnify under subsection 2 of this Section entitled "Indemnification of Directors and Officers" (in addition to any other condition provide in these Bylaws or by law) that the person asserting, or proposing to assert, the right to be indemnified, must notify the corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving such person for which indemnity will or could be sought, but the failure to so notify shall not affect the corporation's objection to indemnify except to the extent the corporation is adversely affected thereby. With respect to any proceeding of which the corporation is so notified, the corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to such person. After notice from the corporation to such person of its election so to assume such defense, the corporation shall not be liable to such person for any legal or other expenses subsequently incurred by such person in connection with such action, suit, proceeding or investigation other than as provided below in this subsection (a). Such person shall have the right to employ his or her own counsel in connection with such action, suit, proceeding or investigation, but the fees and expenses of such counsel incurred after notice from the corporation of its assumption of the defense thereof shall be at the expense of such person unless (1) the employment of counsel by such person has been authorized by the corporation, (2) counsel to such person shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the corporation and such person in the conduct of the defense of such action, suit, proceeding or investigation or (3) the corporation shall not in fact have employed counsel to assume the defense of such action, suit, proceeding or investigation, in each of which cases the fees and expenses of counsel for such person shall be at the expense of the corporation, except as otherwise expressly provided by this Section entitled

**CONTINUATION SHEET 6E  
to the Articles of Organization of  
Commonwealth Equity Services, Inc.**

"Indemnification of Directors and Officers". The corporation shall not be entitled, without the consent of such person, to assume the defense of any claim brought by or in the right of the corporation or as to which counsel for such person shall have reasonably made the conclusion provided for in clause (2) above.

(b) The corporation shall not be required to indemnify such person under this Section entitled "Indemnification of Directors and Officers" for any amounts paid in settlement of any proceeding unless authorized in the same manner as the determination that indemnification is permissible under subsection 4 of this Section entitled "Indemnification of Directors and Officers", except that if there are fewer than two disinterested directors, authorization of indemnification shall be made by the board of directors, in which authorization directors who do not qualify as disinterested directors may participate. The corporation shall not settle any action, suit, proceeding or investigation in any manner which would impose any penalty or limitation on such person without such person's written consent. Neither the corporation nor such person will unreasonably withhold their consent to any proposed settlement.

*Section 6. Insurance.* The corporation may purchase and maintain insurance on behalf of an individual who is a director or officer of the corporation, or who, while a director or officer of the corporation, serves at the corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director or officer, whether or not the corporation would have power to indemnify or advance expenses to him or her against the same liability under this Section entitled "Indemnification of Directors and Officers."

*Section 7. Application of this Section entitled "Indemnification of Directors and Officers."*

(a) The corporation shall not be obligated to indemnify or advance expenses to a director or officer of a predecessor of the corporation, pertaining to conduct with respect to the predecessor, unless otherwise specifically provided.

(b) This Section entitled "Indemnification of Directors and Officers" shall not limit the corporation's power to (1) pay or reimburse expenses incurred by a director or an officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party or (2) indemnify, advance expenses to or provide or maintain insurance on behalf of an employee or agent.

(c) The indemnification and advancement of expenses provided by, or granted pursuant to, this Section entitled "Indemnification of Directors and Officers" shall not be considered exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled.

**CONTINUATION SHEET 6F**  
**to the Articles of Organization of**  
**Commonwealth Equity Services, Inc.**

(d) Each person who is or becomes a director or officer shall be deemed to have served or to have continued to serve in such capacity in reliance upon the indemnity provided for in this Section entitled "Indemnification of Directors and Officers." All rights to indemnification under this Section entitled "Indemnification of Directors and Officers" shall be deemed to be provided by a contract between the corporation and the person who serves as a director or officer of the corporation at any time while this Section entitled "Indemnification of Directors and Officers" and the relevant provisions of Chapter 156D of the General Laws of the Commonwealth of Massachusetts are in effect. Any repeal or modification thereof shall not affect any rights or obligations then existing.

(e) If the laws of the Commonwealth of Massachusetts are hereafter amended from time to time to increase the scope of permitted indemnification, indemnification hereunder shall be provided to the fullest extent permitted or required by any such amendment.

ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:  
29 Sawyer Road, Waltham, MA 02453
- b. The name of its initial registered agent at its registered office:  
James B. Adelman
- c. The names and addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Peter T. Wheeler

Treasurer: Joseph S. Deitch

Secretary: Peter T. Wheeler

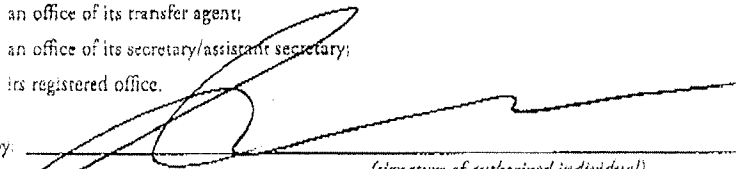
Director(s): Wayne Bloom, Joseph S. Deitch and Peter T. Wheeler

If a professional corporation, include a list of shareholders with residential addresses and ninth certificates of the appropriate regulatory board.

- d. The fiscal year end of the corporation:  
December 31st
- e. A brief description of the type of business in which the corporation intends to engage:  
Securities brokerage and investment placement
- f. The street address of the principal office of the corporation:  
29 Sawyer Road, Waltham, MA 02453
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

29 Sawyer Road, Waltham, MA 02453, which is  
*(number, street, city or town, state, zip code)*

- its principal office;
- an office of its transfer agent;
- an office of its secretary/assistant secretary;
- its registered office.

Signed by:  \_\_\_\_\_  
*(signature of authorized individual)*

- Chairman of the board of directors,
- President,
- Other officer,
- Court-appointed fiduciary,

on this 22nd day of November, 2010

MASSACHUSETTS

NOTICE OF WITHDRAWAL OF REGISTERED LIMITED LIABILITY PARTNERSHIP

1. The federal identification number [FEIN] of the Registered Limited Liability Partnership is:  
04-2675571
2. The name of the Limited Liability Partnership is:  
Commonwealth Equity Services, LLP
3. The location of the principal office of the Limited Liability Partnership is:  
29 Sawyer Road, Waltham, Massachusetts 02453
4. The Limited Liability Partnership hereby withdraws its registration with the Secretary of the Commonwealth.
5. The withdrawal of the partnership has been authorized by two-thirds of the partners.

Date: November 22<sup>nd</sup> 2010

Commonwealth Equity Services, LLP

Name of Limited Liability Partnership

(Signature)

Peter T. Wheeler, Partner

Type or print name and title

(Signature)

Type or print name and title

(Signature)

Type or print name and title

(Signature)

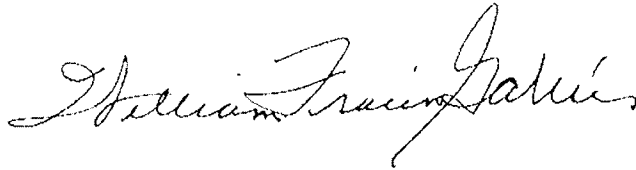
Type or print name and title

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

November 22, 2010 05:12 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*