

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cetera Financial Holdings, Inc.		08/07/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N,A , as Collateral Agent
<b>Street Address:</b>	500 Stanton Christiana Rd ., Ops 2, Fl. 3
<b>City:</b>	Newark
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19713-2107
<b>Entity Type:</b>	Bank: UNITED STATES

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	3953295	CETERA FINANCIAL GROUP
Registration Number:	3953736	C CETERA FINANCIAL GROUP
Registration Number:	4089914	MULTIFINANCIAL C A CETERA COMPANY
Registration Number:	4068476	PERSONALLY CONNECTED
Registration Number:	4078041	PLATFORMPREP
Registration Number:	4165371	SMARTWORKS ADVISER
Registration Number:	3907114	REP ON DEMAND
Registration Number:	3764318	FLEXINSURED ACCOUNT
Registration Number:	3578407	M
Registration Number:	3610806	MULTIFINANCIAL SECURITIES CORPORATION
Registration Number:	3743278	SKILLBUILDER U
Registration Number:	3912040	SMARTWORKS
Registration Number:	4195933	XMA
Serial Number:	85974525	DATAPAK

OP \$490.00 3953295

Serial Number:	85389506	CONNECT2CLIENTS
Serial Number:	85653699	C CETERA
Serial Number:	85653688	CETERA
Serial Number:	85653680	C
Registration Number:	4227341	ICONNECT2INVEST

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
Signature:	/Marina Kelly Thomson Reuters/
Date:	08/08/2013

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of August 7, 2013 (this “*Agreement*”), among Cetera Financial Holdings, Inc., a Delaware corporation, and Cetera Financial Group, Inc., a Delaware corporation, (each a “*Grantor*” and collectively the “*Grantors*”), and JPMORGAN CHASE BANK, N.A. (“*JPMCB*”), as collateral agent (in such capacity, the “*Collateral Agent*”).

Reference is made to (a) the Collateral Agreement dated as of August 7, 2013 (as amended, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), among Cetera Financial Group, a Delaware corporation (the “*Borrower*”), Cetera Financial Holdings, Inc., a Delaware corporation (“*Holdings*”), the Subsidiary Grantors from time to time party thereto and the Collateral Agent and (b) the Credit Agreement, dated as of August 7, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Borrower, Holdings, the lenders from time to time party thereto and JPMCB, as administrative agent and collateral agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor (other than the Borrower) is an affiliate of the Borrower, will derive substantial benefits from the extensions of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver the Collateral Agreement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the Collateral Agreement, each Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

(a) the United States Trademark applications and registrations of such Grantor listed on Schedule I attached hereto, but excluding any Trademark applications filed in the United States Patent and Trademark Office on the basis of a Grantor’s “intent-to-use” such trademark, unless and until acceptable evidence of use of such Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051 et seq.), whereupon such Trademark application will be deemed automatically included in the Article 9 Collateral, but solely to the extent that granting the Security Interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or any registration issuing therefrom;

(b) all goodwill associated therewith or symbolized thereby; and

(c) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Trademarks record this Agreement.

SECTION 4. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern, and for the avoidance of doubt, Trademark Collateral shall not include any Excluded Collateral.

SECTION 5. Term. The term of this Agreement shall be co-terminus with the Collateral Agreement as its term is set forth therein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract, and shall become effective as provided in Section 7.04 of the Collateral Agreement. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

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

CETERA FINANCIAL HOLDINGS, INC.

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

Name: John C. Frojen

Title: Chief Financial Officer

CETERA FINANCIAL GROUP, INC.

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

Name: John C. Frojen

Title: Chief Financial Officer


[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 005087 FRAME: 0564

Acknowledged and Agreed by:

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
JPMORGAN CHASE BANK, N.A.  
Director

[Trademark Security Agreement]

SCHEDULE I TO  
TRADEMARK SECURITY AGREEMENT

**Trademark Registrations and Applications**

Registrations:

<b>Grantor</b>	<b>Mark</b>	<b>Trademark Registration/ Serial Number</b>
Cetera Financial Holdings, Inc.	CETERA FINANCIAL GROUP	3,953,295
Cetera Financial Holdings, Inc.	C CETERA FINANCIAL GROUP AND DESIGN	3,953,736
Cetera Financial Holdings, Inc.	MULTIFINANCIAL C A CETERA COMPANY AND DESIGN	4,089,914
Cetera Financial Holdings, Inc.	PERSONALLY CONNECTED	4,068,476
Cetera Financial Holdings, Inc.	PLATFORMPREP	4,078,041
Cetera Financial Holdings, Inc.	SMARTWORKS ADVISOR	4,165,371
Cetera Financial Holdings, Inc.	REP ON DEMAND	3,907,114
Cetera Financial Group, Inc., as successor to Cetera Brokers Network, LLC	FLEXINUSRED ACCOUNT	3,764,318
Cetera Financial Group, Inc., as successor to Cetera Brokers Network, LLC	M AND DESIGN	3,578,407
Cetera Financial Group, Inc., as successor to Cetera Brokers Network, LLC	MULTIFINANCIAL SECURITIES CORPORATION AND DESIGN	3,610,806
Cetera Financial Group, Inc., as successor to Cetera Brokers Network, LLC	SKILLBUILDER U AND DESIGN	3,743,278
Cetera Financial Group, Inc., as successor to Cetera Brokers Network, LLC	SMARTWORKS	3,912,040
Cetera Financial Holdings, Inc.	ICONNECT2INVEST	4,227,341
Cetera Financial Holdings, Inc.	XMA	4,195,933

**Applications:**

<b>Grantor</b>	<b>Mark</b>	<b>Trademark Registration/ Serial Number</b>
Cetera Financial Holdings, Inc.	DATAPAK	85/974,525
Cetera Financial Holdings, Inc.	CONNECT2CLIENTS	85/389,506
Cetera Financial Holdings, Inc.	C CETERA	85/653,699
Cetera Financial Holdings, Inc.	CETERA	85/653,688
Cetera Financial Holdings, Inc.	C	85/653,680