

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303443

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cetera Financial Holdings, Inc.		04/29/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	901 Main St., 14th Floor		
Internal Address:	Mail Code TX1-492-14-06		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4386542	C CETERA	
Registration Number:	3953736	C CETERA FINANCIAL GROUP	
Registration Number:	4386540	C	
Registration Number:	4386541	CETERA	
Registration Number:	3953295	CETERA FINANCIAL GROUP	
Registration Number:	4400652	CONNECT2CLIENTS	
Registration Number:	4227341	ICONNECT2INVEST	
Registration Number:	4089914	MULTIFINANCIAL C A CETERA COMPANY	
Registration Number:	4068476	PERSONALLY CONNECTED	
Registration Number:	4078041	PLATFORMPREP	
Registration Number:	3907114	REP ON DEMAND	
Registration Number:	4165371	SMARTWORKS ADVISER	
Registration Number:	4195933	XMA	
Registration Number:	4501486	MANAGED WEALTH ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	marina.kelly@thomsonreuters.com		
		TRADEMARK	

OP \$365.00 4386542

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 SIGNED: 05/02/2014

Total Attachments: 6

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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):

Cetera Financial Holdings, Inc.

- Individual(s)
- Partnership
- Corporation- State: DE
- Other _____
- 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 29, 2014

- Assignment
- Security Agreement
- Other Second Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Collateral Agent

Street Address: Mail Code TX1-492-14-06
901 Main Street, 14th Floor

City: Dallas

State: TX

Country: USA Zip: 75202-3714

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

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:

14

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 29, 2014

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 29, 2014 (this "**Agreement**"), among Cetera Financial Holdings, Inc., a Delaware corporation located at 200 N. Sepulveda Blvd., Suite 2100, El Segundo, Los Angeles, California (the "**Grantor**"), and BANK OF AMERICA, N.A. ("**Bank of America**"), as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Second Lien Collateral Agreement dated as of April 29, 2014 (as amended, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"), among RCS Capital Corporation, a Delaware corporation (the "**Borrower**"), RCAP Holdings, LLC, a Delaware limited liability company ("**RCAP Holdings**"), RCS Capital Management, LLC, a Delaware limited liability company ("**RCS Management**"), the Subsidiary Grantors from time to time party thereto and the Collateral Agent and (b) the Second Lien Credit Agreement, dated as of April 29, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, RCAP Holdings, RCS Management, the lenders from time to time party thereto and Bank of America, 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. The Grantor 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, the 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, the Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the 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 the Grantor or in which the 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 the 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 the 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 Trademark 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 the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The 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. The 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.

SECTION 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and Security Interest granted to the Collateral Agent pursuant to this Agreement and each other Loan Document are, prior to the Discharge of First Lien Obligations, expressly subordinated to those granted to the First Lien Collateral Agent pursuant to the First Lien Collateral Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the terms and conditions set forth in the Intercreditor Agreement in all respects and, in the event of any conflict between the terms and conditions of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

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

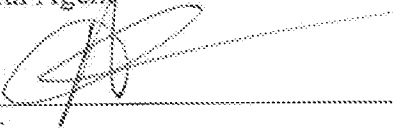
CETERA FINANCIAL HOLDINGS, INC.

By: 
Name: Jon C. Frojen
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

Acknowledged and Agreed by:

BANK OF AMERICA, N.A.,
as Collateral Agent



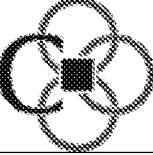

By: 

Name: ANAND MELVANI
Title: Managing Director

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE I TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Grantor	Mark	App. No.	Reg. No.	Trademark	Status
Cetera Financial Holdings, Inc.	 Cetera		4386542		
Cetera Financial Holdings, Inc.	 Cetera FINANCIAL GROUP		3953736		
Cetera Financial Holdings, Inc.			4386540		
Cetera Financial Holdings, Inc.	CETERA		4386541		
Cetera Financial Holdings, Inc.	CETERA FINANCIAL GROUP		3953295		
Cetera Financial Holdings, Inc.	CONNECT2CLIENTS		4400652		
Cetera Financial Holdings, Inc.	ICONNECT2INVEST		4227341		
Cetera Financial Holdings, Inc.	MultiFinancial  A CETERA COMPANY		4089914		
Cetera Financial Holdings, Inc.	PERSONALLY CONNECTED		4068476		
Cetera Financial Holdings, Inc.	PLATFORMPREP		4078041		
Cetera Financial Holdings, Inc.	REP ON DEMAND		3907114		
Cetera Financial Holdings, Inc.	SMARTWORKS ADVISER		4165371		
Cetera Financial Holdings, Inc.	XMA		4195933		
Cetera Financial Holdings, Inc.	MANAGED WEALTH ADVANTAGE	86/036709	4501486		