

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trupoly, Inc.		07/17/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Project T Acquisition, LLC		
Street Address:	405 Park Avenue, 15th Floor		
Internal Address:	c/o RCS Capital Corporation		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86185463	TRUPOLY	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	12536-TRUPOLY		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
SIGNATURE:	/Jenifer deWolf Paine/		
DATE SIGNED:	07/21/2014		
Total Attachments: 5			
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TRADEMARK			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT dated as of July 17, 2014, (this "Agreement"), between Trupoly, Inc., a Delaware corporation with an address of P.O. Box 20240, New York, NY 10017 ("Assignor"), and Project T Acquisition, LLC, a Delaware limited liability company with an address of c/o RCS Capital Corporation, 405 Park Avenue, 15th Floor, New York, NY 10022 ("Assignee"). Assignor and Assignee are each sometimes referred to herein as a "Party" and, collectively, as the "Parties." Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), among Assignor, Assignee, RCS Capital Corporation, a Delaware corporation, and Ryan Smith.

RECITALS:

A. Pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, set over, convey, assign and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all right, title and interest of Assignor in and to the Purchased Assets, including the Intellectual Property rights and assets of Assignor.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties made herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereby agree as follows:

1. Assignment of Transferred Intellectual Property. Upon the terms and subject to the conditions set forth in the Purchase Agreement, effective as of the date hereof, Assignor hereby irrevocably sells, transfers, sets over, conveys, assigns, grants and delivers to Assignee, its successors and assigns, forever, free and clear of any and all Liens (other than Permitted Liens), and Assignee hereby purchases, acquires and accepts from Assignor, all right, title and interest of Assignor in, to and under the Intellectual Property rights and assets of Assignor, including the trademark registrations set forth on Schedule A attached hereto, together with all of the goodwill associated with the foregoing and all rights to sue for and obtain damages and injunctive relief for past, present and future infringement, dilution and violation of the foregoing. The Parties acknowledge and agree that the assignment of any United States intent-to-use applications included in the foregoing is in connection with the transfer of the business or assets to which such intent-to-use applications pertain.

2. Costs of Recording. If Assignee elects to record this assignment or any other document or transfer with the U.S. Patent & Trademark Office or applicable foreign governmental or international authorities or registries, Assignee shall bear all costs and fees associated with such recording.

3. Terms of Purchase Agreement. This Agreement is being entered into and delivered pursuant to the Purchase Agreement and is subject to all the terms and conditions thereof. Nothing contained in this Agreement will be deemed to supersede, limit, amend, supplement, vary or enlarge any of the rights, obligations, covenants, agreements, representations or warranties of the parties under the Purchase Agreement, and this Agreement is intended only to effect the assignment of the Intellectual Property rights and assets of Assignor. In the event of

any conflict or inconsistency between the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement shall be controlling.

4. Further Assurances. Each of the Parties agrees to cooperate at all times from and after the date hereof with respect to all the matters described herein, and to execute such further assignments, assumptions, notifications and other documents as may be reasonably requested for the purpose of giving effect to, or evidencing or giving notice of, the transactions contemplated by this Agreement.

5. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED, PERFORMED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

6. Amendments; Waivers. No amendment, supplement, modification, waiver or termination of this Agreement or any provision hereof shall be binding unless executed in writing by each party, or in the case of a waiver, by the party against whom the waiver is to be effective.

7. Assignment; Binding Effect. This Agreement and its rights and obligations shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. No Third Party Beneficiary Rights. This Agreement is not intended to and shall not be construed to give any Person other than the parties signatory hereto any interest or rights (including any third party beneficiary rights) with respect to or in connection with this Agreement or any provision contained herein or contemplated hereby.

9. Headings; Counterparts. The Section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the parties. This Agreement may be executed with counterpart signature pages or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart signature page or counterpart delivered by facsimile shall be deemed for all purposes as being an effective and valid execution and delivery of this Agreement by that Party.

10. Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

[Signature page follows]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered as of the day and year first above written.

ASSIGNOR:

TRUPOLY, INC.

By: Ryan G. Smith
Name: Ryan G. Smith
Title: Founder, President

ASSIGNEE:

PROJECT T ACQUISITION, LLC

By: RCS CAPITAL HOLDINGS, LLC, its sole member

By: RCS CAPITAL CORPORATION, its managing member

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered as of the day and year first above written.

ASSIGNOR:

TRUPOLY, INC.

By: _____

Name:


Title:

ASSIGNEE:

PROJECT T ACQUISITION, LLC

By: RCS CAPITAL HOLDINGS, LLC, its sole member

By: RCS CAPITAL CORPORATION, its managing member

By:  _____

Name: Edward M. Weil, Jr.

Title: President

[Signature page to Intellectual Property Assignment Agreement]

SCHEDULE A

Registered Trademarks

<u>Trademark</u>	<u>Class</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal Date</u>
TRUPOLY	100, 101	86185463	02/05/2014	