

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM329992

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cetera Advisor Networks LLC		01/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cetera Financial Holdings, Inc.		
<b>Street Address:</b>	200 N. Sepulveda Blvd., Suite 1200		
<b>City:</b>	El Segundo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90245		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2122102	TOWER SQUARE SECURITIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127986307		
<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>			
<b>Phone:</b>	(212) 326-0443		
<b>Email:</b>	dfinguerra-ducharme@pryorcashman.com		
<b>Correspondent Name:</b>	Dyan Finguerra-DuCharme		
<b>Address Line 1:</b>	Pryor Cashman LLP		
<b>Address Line 2:</b>	7 Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	18243.00029		
<b>NAME OF SUBMITTER:</b>	Dyan Finguerra-DuCharme		
<b>SIGNATURE:</b>	/dyan finguerra-ducharme/		
<b>DATE SIGNED:</b>	01/26/2015		
<b>Total Attachments: 2</b>			
source=TOWER SQUARE SECURITIES assignment to Cetera Financial Holdings#page1.tif			
source=TOWER SQUARE SECURITIES assignment to Cetera Financial Holdings#page2.tif			

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## TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into freely by and between Cetera Advisor Networks LLC ("Assignor") and Cetera Financial Holdings, Inc. ("Assignee") and is effective as of the 23 day of January 2015.

WHEREAS, Assignor is the owner of the trademark identified as follows: TOWER SQUARE SECURITIES, U.S. Registration No. 2122102 (the "Trademark"); and

WHEREAS, Assignor now desires to assign to Assignee all right, title and interest in and to said Trademark, together with the related goodwill, and Assignee desires to acquire from Assignor all of its right, title and interest in, and to said Trademark, together with the related goodwill.

NOW, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, conveys and grants to Assignee, its successors, assigns and legal representatives forever, Assignor's entire right, title and interest in and to such Trademark throughout the world in perpetuity, together with the goodwill associated therewith and that part of the Assignor's business connected with the use thereof and symbolized thereby, and any and all of Assignor's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the Trademark, including without limitation, Assignor's common law rights and rights under the laws of unfair competition, and any and all rights of action at law and suits in equity to recover for past infringements of the Assigned Trademarks currently known to Assignor as of the date hereof or that may become known after the date of this Agreement (the "Transferred Rights"), and any and all of Assignor's rights to obtain renewals, reissues, and extensions for such Trademark upon registration throughout the world, or other legal protections pertaining to the Transferred Rights;

AND, Assignor hereby covenants that Assignor has the full right to convey the interest assigned by this Agreement, has not conveyed any interest in or right to the Property to any third party;

AND, Assignor hereby further covenants and agrees that Assignor will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor respecting the Trademark, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Trademark in said Assignee, its successors and assigns, and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper trademark protection for the Trademark in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by Assignee, its successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

Date: January 23, 2015

ASSIGNEE  
CETERA FINANCIAL HOLDINGS, INC.

ASSIGNOR:  
CETERA ADVISOR NETWORKS LLC

Mark Paul Shelton  
Signature

Bryan Jacobsen  
Signature

Mark Shelton  
Printed Name

Bryan Jacobsen  
Printed Name