

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342955

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FAS Holdings, Inc.		05/27/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cetera Financial Holdings, Inc.		
Street Address:	200 N. Sepulveda Blvd., Suite 1200		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4664849	PENTAMETER	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	(212) 326-0443		
Email:	dfinguerra-ducharme@pryorcashman.com		
Correspondent Name:	Dyan Finguerra-DuCharme		
Address Line 1:	Pryor Cashman LLP		
Address Line 2:	7 Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	18243.00032		
NAME OF SUBMITTER:	Dyan Finguerra-DuCharme		
SIGNATURE:	/dyan finguerra-ducharme/		
DATE SIGNED:	06/01/2015		
Total Attachments: 2			
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source=PENTAMETER in Class 35 signed assignment, 05-27-2015#page2.tif			

CH \$40.00 4664849

TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into freely by and between FAS Holdings, Inc. ("Assignor") and Cetera Financial Holdings, Inc. ("Assignee") and is effective as of 27th day of May 2015.

WHEREAS, Assignor is the owner of the trademark identified as follows: PENTAMETER, U.S. Registration No. 4664849 (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 Trademark 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;

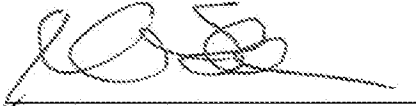
AND, Assignor hereby covenants that Assignor has the full right to convey the interest assigned by this Agreement, has not conveyed any interest in or right to the Property to any third party;

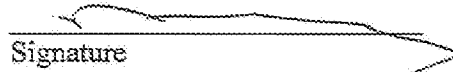
AND, Assignor hereby further covenants and agrees that Assignor will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor respecting the Trademark, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute 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.

ASSIGNEE
CETERA FINANCIAL HOLDINGS, INC.

ASSIGNOR:
FAS HOLDINGS, INC.



Signature

Signature

Nina McKenna
Printed Name

Adam Antoniadis
Printed Name