

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM370589

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	PARTIAL RELEASE OF FIRST LIEN TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BARCLAYS BANK PLC		01/19/2016	PUBLIC LIMITED COMPANY: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	J.P. TURNER & COMPANY, LLC		
<b>Street Address:</b>	ONE BUCKHEAD PLAZA, 11TH FLOOR		
<b>Internal Address:</b>	3060 PEACHTREE ROAD NW		
<b>City:</b>	ATLANTA		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30305		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: GEORGIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3504418	J.P. TURNER & COMPANY	
<b>Registration Number:</b>	3598192		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6508385109		
<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>	650-838-3743		
<b>Email:</b>	JLIK@SHEARMAN.COM		
<b>Correspondent Name:</b>	MARK LANGER		
<b>Address Line 1:</b>	1460 EL CAMINO REAL, 2ND FLOOR		
<b>Address Line 2:</b>	SHEARMAN & STERLING LLP		
<b>Address Line 4:</b>	MENLO PARK, CALIFORNIA 94025		
<b>ATTORNEY DOCKET NUMBER:</b>	632/27		
<b>NAME OF SUBMITTER:</b>	MARK LANGER		
<b>SIGNATURE:</b>	/MARK LANGER/		
<b>DATE SIGNED:</b>	01/26/2016		
<b>Total Attachments: 4</b>			

CH \$65.00 3504418

source=0 - J.P. Turner Partial Trademark Security Release#page1.tif

source=0 - J.P. Turner Partial Trademark Security Release#page2.tif

source=0 - J.P. Turner Partial Trademark Security Release#page3.tif

source=0 - J.P. Turner Partial Trademark Security Release#page4.tif

PARTIAL RELEASE OF FIRST LIEN TRADEMARK SECURITY AGREEMENT

This **PARTIAL RELEASE OF FIRST LIEN TRADEMARK SECURITY AGREEMENT** (this “**Release**”) is made effective as of January 19, 2016, by BARCLAYS BANK PLC, as collateral agent (in such capacity, the “**Collateral Agent**”) in favor of J.P. TURNER & COMPANY, LLC (“**Grantor**”).

WHEREAS, reference is made to (a) the First 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 First 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 Barclays, as administrative agent and collateral agent;

WHEREAS, 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 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 in order to induce the Lenders to extend such credit;

WHEREAS, Grantor erroneously entered into that certain First Lien Trademark Security Agreement, dated as of October 28, 2015 (the “**Trademark Security Agreement**”), whereby Grantor granted to the Collateral Agent a security interest to certain intellectual property of Grantor;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent & Trademark Office on November 2, 2015 at Reel/Frame 5657/0423; and

WHEREAS, the Collateral Agent now wishes to correct such error by releasing its security interest in the Trademark Collateral (as defined below) owned by Grantor and included in the Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

SECTION 1. Defined 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. Release of Grant of Security. The Collateral Agent hereby terminates, releases and discharges its security interest in, and reassigns to Grantor all right, title and interest to, the following (the “*Trademark Collateral*”):

- (a) the United States Trademark applications and registrations of Grantor listed on Schedule I attached hereto;
- (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. The release of the Collateral Agent’s security interest in the Trademark Collateral shall not be construed to evidence or reflect the payment or satisfaction of any of the indebtedness or other obligations of any other grantors party to the Trademark Security Agreement to the Collateral Agent or any of the Lenders. Other than the foregoing release of the Trademark Collateral, made by the Collateral Agent for the benefit of Grantor on or around the date hereof, the Collateral Agent hereby confirms its lien on and security interest in all right, title and interest in and to all other trademarks pledged to it under the Trademark Security Agreement.

SECTION 4. Recordation. The Collateral Agent authorizes and requests the Commissioner for Trademarks and any other applicable government officer record this Release.

SECTION 5. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized officer.

**BARCLAYS BANK PLC**

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

A handwritten signature in black ink, appearing to read 'D Hunter', is written over a horizontal line. The signature is stylized and cursive.

Name: Daniel Hunter

Title: Assistant Vice President

SCHEDULE I

**Trademark Registrations and Applications**

<b>Trademark</b>	<b>Country</b>	<b>Reg. No. / Date</b>	<b>App. No. / Filed</b>	<b>Owner</b>	<b>Status</b>
J.P. TURNER & COMPANY, L.L.C.	US	3504418 23-SEP- 2008	77387832 04-FEB- 2008	J.P. Turner & Company, LLC	Registered
<i>PHOENIX DESIGN MARK (DESIGN ONLY)</i>	US	3598192 31-MAR- 2009	77553195 22-AUG- 2008	J.P. Turner & Company, LLC	Registered