

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370593

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT RELEASE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BARCLAYS BANK PLC		01/19/2016	PUBLIC LIMITED COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	REALTY CAPITAL SECURITIES, LLC		
Street Address:	THREE COPLEY PLACE, SUITE 3300		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4083031	RC SECURITIES	
Registration Number:	4083225	R C SECURITIES	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		
Correspondent Name:	MARK LANGER		
Address Line 1:	1460 EL CAMINO REAL, 2ND FLOOR		
Address Line 2:	SHEARMAN & STERLING LLP		
Address Line 4:	MENLO PARK, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	632/27		
NAME OF SUBMITTER:	MARK LANGER		
SIGNATURE:	/MARK LANGER/		
DATE SIGNED:	01/26/2016		
Total Attachments: 4			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT RELEASE

This **FIRST LIEN TRADEMARK SECURITY AGREEMENT RELEASE** (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 REALTY CAPITAL SECURITIES, 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 entered into that certain First Lien Trademark Security Agreement, dated as of December 18, 2015 (the "**Trademark Security Agreement**") and filed with the United States Patent & Trademark Office on January 5, 2016, whereby Grantor granted to the Collateral Agent a security interest to certain intellectual property of Grantor;

WHEREAS, the Collateral Agent now wishes release 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. Recordation. The Collateral Agent authorizes and requests the Commissioner for Trademarks and any other applicable government officer record this Release.

SECTION 4. 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, Collateral Agent has caused this Release to be executed by its duly authorized officer.

BARCLAYS BANK PLC

By: _____

A handwritten signature in dark ink, appearing to read "DH", 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

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner
R C SECURITIES	US	4083225 10-JAN- 2012	85324795 19-MAY- 2011	Realty Capital Securities, LLC
RC SECURITIES	US	4083031 10-JAN- 2012	85317881 11-MAY- 2011	Realty Capital Securities, LLC