

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372582

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RCS CAPITAL CORPORATION		02/08/2016	CORPORATION: DELAWARE
CETERA FINANCIAL GROUP, INC.		02/08/2016	CORPORATION: DELAWARE
CETERA FINANCIAL HOLDINGS, INC.		02/08/2016	CORPORATION: DELAWARE
FAS HOLDINGS, INC.		02/08/2016	CORPORATION: DELAWARE
INVESTORS CAPITAL HOLDINGS, LLC		02/08/2016	LIMITED LIABILITY COMPANY: DELAWARE
LEGEND GROUP HOLDINGS, LLC		02/08/2016	LIMITED LIABILITY COMPANY: DELAWARE
REALTY CAPITAL SECURITIES, LLC		02/08/2016	LIMITED LIABILITY COMPANY: DELAWARE
TRUPOLY, LLC (AS SUCCESSOR TO PROJECT T ACQUISITION, LLC)		02/08/2016	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BARCLAYS BANK PLC
Street Address:	745 7TH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	PUBLIC LIMITED COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	4386542	C CETERA
Registration Number:	3953736	C CETERA FINANCIAL GROUP
Registration Number:	4386540	C
Registration Number:	4386541	CETERA
Registration Number:	3953295	CETERA FINANCIAL GROUP
Registration Number:	4400652	CONNECT2CLIENTS
Registration Number:	4689345	DATAPAK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3764318	FLEXINSURED ACCOUNT
Registration Number:	4887018	IC2I
Registration Number:	4227341	ICONNECT2INVEST
Registration Number:	4501486	MANAGED WEALTH ADVANTAGE
Registration Number:	4089914	MULTIFINANCIAL C A CETERA COMPANY
Registration Number:	3743278	SKILLBUILDER U
Registration Number:	3912040	SMARTWORKS
Registration Number:	4664849	PENTAMETER
Registration Number:	4068476	PERSONALLY CONNECTED
Registration Number:	4078041	PLATFORMPREP
Registration Number:	3907114	REP ON DEMAND
Registration Number:	4165371	SMARTWORKS ADVISER
Registration Number:	2122102	TOWER SQUARE SECURITIES
Registration Number:	4886991	TOWER SQUARE INVESTMENT MANAGEMENT
Registration Number:	4882991	TOWER SQUARE INVESTMENT MANAGEMENT
Registration Number:	4195933	XMA
Registration Number:	2165498	1 FP
Registration Number:	3279172	ETF SELECT
Registration Number:	4632535	COMPETITIVE EDGE
Registration Number:	2307318	FREEMARK FREEDOM SERIES
Registration Number:	2562204	FREEMARK LIBERTY SERIES
Registration Number:	2633966	INVESTING WITH INTELLIGENCE
Registration Number:	3211043	NEURALVISION
Registration Number:	3902615	SAM
Registration Number:	3214231	SAM
Registration Number:	3760971	STRATEGIC ASSET MANAGEMENT
Registration Number:	3480600	THE LEGEND GROUP
Registration Number:	3131411	STRATEGIC ASSET MANAGEMENT
Registration Number:	3066881	INVESTORS CAPITAL
Registration Number:	3047858	INVESTORS CAPITAL HOLDINGS
Registration Number:	4645920	RCS CAPITAL
Registration Number:	4083225	R C SECURITIES
Registration Number:	4083031	RC SECURITIES
Registration Number:	4605004	TRUPOLY
Serial Number:	86875145	TOWER SQUARE
Serial Number:	86685311	ADAPTIVE INTELLIGENCE PORTFOLIOS
Serial Number:	86481835	CONNECT2CLIENTS
Serial Number:	86481633	CONNECT2CLIENTS

CORRESPONDENCE DATA**Fax Number:** 6508385109

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.

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:	02/09/2016

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 8, 2016 (this “*Agreement*”), among RCS Capital Corporation, a Delaware corporation located at 405 Park Avenue, 12th Floor, New York 10022, Cetera Financial Holdings, Inc., a Delaware corporation located at 200 N. Sepulveda Blvd., Suite 1200, El Segundo CA 90245, Cetera Financial Group, Inc., a Delaware corporation located at 200 N. Sepulveda Blvd., Suite 1200, El Segundo CA 90245, FAS Holdings, Inc., a Delaware corporation located at 655 West Broadway, 12th Floor, San Diego CA 92101, Legend Group Holdings, LLC, a Delaware limited liability company located at 4600 East Park Drive, Suite 300, Palm Beach Gardens, FL 33410, Investors Capital Holdings, LLC, a Delaware limited liability company located at Suite 150, 6 Kimball Lane, Lynnfield, MA 01940, Realty Capital Securities, LLC, a Delaware limited liability company located at 405 Park Avenue, 12th Floor, New York 10022, Trupoly, LLC (as successor to Project T Acquisition, LLC), a Delaware limited liability company located at 405 Park Avenue, 12th Floor, New York 10022 (each a “*Grantor*” and collectively the “*Grantors*”), and BARCLAYS BANK PLC (“*Barclays*”), as collateral agent (in such capacity, the “*Collateral Agent*”).

Reference is made to (a) the Collateral Agreement dated as of February 8, 2016 (as amended, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), among RCS Capital Corporation, a Delaware corporation (the “*Borrower*”), the Subsidiary Grantors from time to time party thereto and the Collateral Agent and (b) the Superpriority Secured Debtor-in-Possession Term Loan Agreement, dated as of February 8, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Borrower, the lenders from time to time party thereto and Barclays, as administrative agent and collateral agent.

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 (other than the Borrower) 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 and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the Collateral Agreement, each Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. 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. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such

Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

(a) the United States Trademark applications and registrations of such Grantor listed on Schedule I attached hereto, but excluding any Trademark applications filed in the United States Patent and Trademark Office on the basis of a Grantor’s “*intent-to-use*” such trademark, unless and until acceptable evidence of use of such Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051 et seq.), whereupon such Trademark application will be deemed automatically included in the Trademark Collateral, but solely to the extent that granting the Security Interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or any registration issuing therefrom;

(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. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Trademarks record this Agreement.

SECTION 4. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern, and for the avoidance of doubt, Trademark Collateral shall not include any Excluded Collateral.

SECTION 5. Term. The term of this Agreement shall be co-terminus with the Collateral Agreement as its term is set forth therein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract, and shall become effective as provided in Section 7.04 of the Collateral Agreement. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

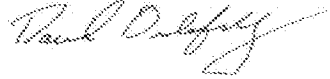
SECTION 7. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.

SECTION 8. Intercreditor Agreement. This Agreement and each other Loan Document are subject to the terms and conditions set forth in the Intercreditor Agreement in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

RCS CAPITAL CORPORATION

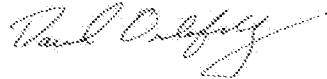


By: _____

Name: David Orlofsky

Title: Chief Restructuring Officer

CETERA FINANCIAL GROUP, INC.

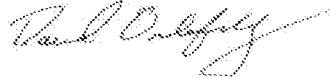


By: _____

Name: David Orlofsky

Title: Authorized Signatory

CETERA FINANCIAL HOLDINGS, INC.

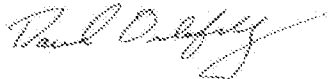


By: _____

Name: David Orlofsky

Title: Authorized Signatory

FAS HOLDINGS, INC.

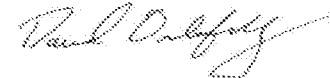


By: _____

Name: David Orlofsky

Title: Authorized Signatory

INVESTORS CAPITAL HOLDINGS, LLC

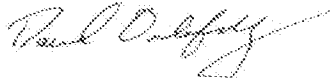


By: _____

Name: David Orlofsky

Title: Authorized Signatory

LEGEND GROUP HOLDINGS, LLC

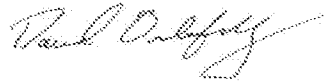


By: _____

Name:

Title:

REALTY CAPITAL SECURITIES, LLC

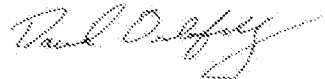


By: _____

Name: David Orlofsky

Title: Chief Restructuring Officer

TRUPOLY, LLC



By: _____

Name: David Orlofsky

Title: Chief Restructuring Officer

Acknowledged and Agreed by:

BARCLAYS BANK PLC,
as Collateral Agent

By: _____

Name: Craig J. Malloy

Title: Director





[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005727 FRAME: 0601




**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications

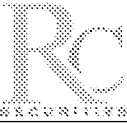
Registrations:

Owner	Title	Trademark Registration / Serial Number
Cetera Financial Holdings, Inc.	 Cetera	4386542
Cetera Financial Holdings, Inc.	 Cetera FINANCIAL GROUP	3953736
Cetera Financial Holdings, Inc.		4386540
Cetera Financial Holdings, Inc.	CETERA	4386541
Cetera Financial Holdings, Inc.	CETERA FINANCIAL GROUP	3953295
Cetera Financial Holdings, Inc.	CONNECT2CLIENTS	4400652
Cetera Financial Holdings, Inc.	DATAPAK	4689345
Cetera Financial Group, Inc.	FLEXINSURED ACCOUNT	3764318
Cetera Financial Holdings, Inc.	ic2i	4887018
Cetera Financial Holdings, Inc.	ICONNECT2INVEST	4227341
Cetera Financial Group, Inc.	MANAGED WEALTH ADVANTAGE	4501486
Cetera Financial Holdings, Inc.	MultiFinancial  A CETERA COMPANY	4089914


Schedule I

Owner	Title	Trademark Registration / Serial Number
Cetera Financial Group, Inc.		3743278
Cetera Financial Group, Inc.	SMARTWORKS	3912040
Cetera Financial Holdings, Inc.	PENTAMETER	4664849
Cetera Financial Holdings, Inc.	PERSONALLY CONNECTED	4068476
Cetera Financial Holdings, Inc.	PLATFORMPREP	4078041
Cetera Financial Holdings, Inc.	REP ON DEMAND	3907114
Cetera Financial Holdings, Inc.	SMARTWORKS ADVISER	4165371
Cetera Financial Holdings, Inc.	TOWER SQUARE SECURITIES	2122102
Cetera Financial Holdings, Inc.		4886991
Cetera Financial Holdings, Inc.	TOWER SQUARE INVESTMENT MANAGEMENT	4882991
Cetera Financial Holdings, Inc.	XMA	4195933
FAS Holdings, Inc.		2165498
FAS Holdings, Inc.	ETF SELECT	3279172
FAS Holdings, Inc.	COMPETITIVE EDGE	4632535
Legend Group Holdings, LLC	FREEMARK FREEDOM SERIES	2307318
Legend Group Holdings, LLC	FREEMARK LIBERTY SERIES	2562204
Legend Group Holdings, LLC	INVESTING WITH INTELLIGENCE	2633966
Legend Group Holdings, LLC	NEURALVISION	3211043

Schedule I

Owner	Title	Trademark Registration / Serial Number
Legend Group Holdings, LLC	SAM	3902615
Legend Group Holdings, LLC	SAM	3214231
Legend Group Holdings, LLC	STRATEGIC ASSET MANAGEMENT	3760971
Legend Group Holdings, LLC	THE LEGEND GROUP	3480600
Cetera Financial Group, Inc.	SKILLBUILDER U 	3743278
Legend Group Holdings, LLC	STRATEGIC ASSET MANAGEMENT	3131411
Investors Capital Holdings, LLC	INVESTORS CAPITAL	3066881
Investors Capital Holdings, LLC	INVESTORS CAPITAL HOLDINGS	3047858
RCS Capital Corporation	RCS CAPITAL	4645920
Realty Capital Securities, LLC		4083225
Realty Capital Securities, LLC		4083031
Trupoly, LLC	TRUPOLY	4605004

Applications:

Owner	Title	Trademark Registration / Serial Number
Cetera Financial Holdings, Inc.	TOWER SQUARE	86/875,145
Cetera Financial Holdings, Inc.	ADAPTIVE INTELLIGENCE PORTFOLIOS	86/685,311
Cetera Financial Holdings, Inc.	CONNECT2CLIENTS	86/481,835
Cetera Financial Holdings, Inc.	 Connect2Clients	86/481,633

Schedule I

NAI-1500810912v3

RECORDED: 02/09/2016

TRADEMARK
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