

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374260

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		02/22/2016	banking corporation: OHIO
RECEIVING PARTY DATA			
Name:	Legend Group Holdings, LLC		
Street Address:	4600 East Park Drive, Suite 300		
City:	Palm Beach Gardens		
State/Country:	FLORIDA		
Postal Code:	33410		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2307318	FREEMARK FREEDOM SERIES	
Registration Number:	2562204	FREEMARK LIBERTY SERIES	
Registration Number:	2633966	INVESTING WITH INTELLIGENCE	
Registration Number:	3902615	SAM	
Registration Number:	3480600	THE LEGEND GROUP	
Registration Number:	3214231	SAM	
Registration Number:	3131411	STRATEGIC ASSET MANAGEMENT	
Registration Number:	3211043	NEURALVISION	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	trademarks@dechert.com, erin.reimer@dechert.com		
Correspondent Name:	Glenn A. Gundersen		
Address Line 1:	2929 Arch Street		
Address Line 2:	Dechert LLP, Cira Centre		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2808		
ATTORNEY DOCKET NUMBER:	145451		
NAME OF SUBMITTER:	Erin Reimer		

CH \$215.00 2307318

SIGNATURE:	/Erin Reimer/
DATE SIGNED:	02/23/2016
Total Attachments: 4 source=Fifth Third - Legend Group TM Security Termination#page1.tif source=Fifth Third - Legend Group TM Security Termination#page2.tif source=Fifth Third - Legend Group TM Security Termination#page3.tif source=Fifth Third - Legend Group TM Security Termination#page4.tif	

TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST

This TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST (this "**Termination and Release**"), is made and effective as of February 22, 2016 and granted by FIFTH THIRD BANK, an Ohio banking corporation ("**Lender**"), in favor of LEGEND GROUP HOLDINGS, LLC, a Delaware limited liability company, and its successors, legal representatives and assignees ("**Grantor**").

WHEREAS, Lender and First Allied Holdings Inc., a Delaware corporation ("**Borrower**") are parties to that certain Amended and Restated Credit Agreement dated January 2, 2013 between the Grantor and the Lender (the "**Credit Agreement**");

WHEREAS, Borrower has repaid the loans pursuant to the Credit Agreement;

WHEREAS, Lender and Grantor entered into that certain Trademark Security Agreement dated as of January 2, 2013 (the "**Security Agreement**"), in connection with the Credit Agreement;

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office at Reel 4959 / Frame 0257 on February 11, 2013; and

WHEREAS, Grantor has requested that Lender terminate and release its security interest, if any, in the Trademark Collateral (as defined herein) granted under the Security Agreement and reassign any and all right, title and interest, if any, to the Grantor.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby states as follows:

1. **Definition.** The term "**Trademark Collateral**", as used herein, shall mean all of Grantor's right, title and interest in and to all of Grantor's owned (as of January 2, 2013) or later acquired or adopted:

(a) trademarks, service marks, trade names, and domain names, including without limitation, the registered trademarks, trademark registration applications, registered service marks and service mark registration applications listed on Schedule A attached hereto, and (i) all renewals thereof; (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark registration applications, together with the items described in clauses (i)-(iv) in this paragraph 1(a), being hereinafter individually and/or collectively referred to as the "**Trademarks**");

(b) the goodwill of Grantor's business connected with and symbolized by the Trademarks; and

(c) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark registration applications, and trade names, whether Grantor is a licensor or licensee under any such license agreement.

2. Termination and Release of Security Interest. Lender, on behalf of itself and its successors, legal representatives and assigns, terminates and releases its security interest in and to the Trademark Collateral, and all other right, title, and interest in and to the Trademark Collateral and reassigns to Grantor any and all such right, title and interest that it may have in the Trademark Collateral.

3. Authorization. Lender hereby authorizes the recordation of this Termination and Release with the United States Patent and Trademark Office.

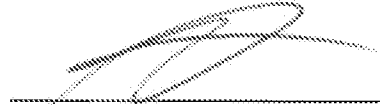
4. Further Assurances. Lender hereby agrees to execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby, in each case at Grantor's expense and in form and substance reasonably satisfactory to Lender.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Termination and Release on the day and year first above written.

FIFTH THIRD BANK, as Lender

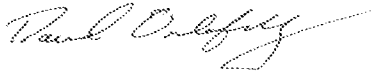
By:



Stephen Watts, Vice President

LEGEND GROUP HOLDINGS, LLC, as Grantor

By:



Name: David Orlofsky
Title: Authorized Signatory

Signature Page to Termination and Release of Trademark Security Interest (Fifth Third Bank)

TRADEMARK
REEL: 005738 FRAME: 0354

SCHEDULE A

United States Trademark Registrations/Applications

Mark	Serial Number	Reg. Number	Date Registered
FREEMARK FREEDOM SERIES	75/564,452	2,307,318	1/11/2000
FREEMARK LIBERTY SERIES	75/712,649	2,562,204	4/16/2002
INVESTING WITH INTELLIGENCE	76/025,490	2,633,966	10/15/2002
N NEURAL VISION & Design ¹	78/856,568	3,208,492	2/13/2007
NEURALVISION	78/856,502	3,211,043	2/20/2007
SAM	78/607,447	3,214,231	2/27/2007
SAM	77/794,641	3,902,615	1/11/2011
STRATEGIC ASSET MANAGEMENT	78/607,450	3,131,411	8/15/2006
THE LEGEND GROUP	78/607,443	3,480,600	8/5/2008
STRATEGIC ASSET MANAGEMENT	77/794,599	3,760,971	3/16/2010

Trade Names or Common Law Trademarks/Service Marks

FREEMARK
FREEMARK MANAGED PORTFOLIOS
FREEMARK PATRIOT SERIES
FREEMARK SERIES
FREEMARK VICTORY SERIES

¹ Registration was cancelled on September 20, 2013.