

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374262

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:	FAS Holdings, Inc.		
Street Address:	655 W. Broadway, 12th Floor		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92101		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2165498	1 FP	
Registration Number:	3279172	ETF SELECT	
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		
SIGNATURE:	/Erin Reimer/		
DATE SIGNED:	02/23/2016		
Total Attachments: 4			
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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 FAS HOLDINGS, INC., a Delaware corporation, 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 Borrower and Lender (the "**Credit Agreement**"), which amended and restated that certain Credit Agreement dated November 1, 2011, of which Borrower and Lender were a party thereto;

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 November 1, 2011, as amended and restated by that certain Amended and Restated Trademark Security Agreement dated as of January 2, 2013, by and between Grantor and Lender (collectively 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 4666 / Frame 0341 on November 28, 2011; 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 November 1, 2011) 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.

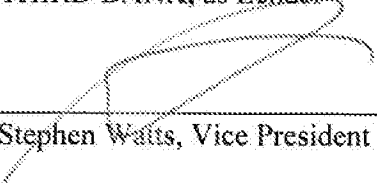
4. Further Assurances. Lender hereby agrees to execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby, in each case at Grantor’s expense and in form and substance reasonably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

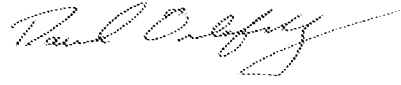
By:



Stephen Waits, Vice President

FAS HOLDINGS, INC., 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: 0359

SCHEDULE A

United States Trademark Registrations/Applications

Mark	Serial Number	Reg. Number	Date Registered
	75/251,838	2,165,498	6/16/1998
ETF SELECT	77/038,796	3,279,172	8/14/2007
FROM WEALTH TO SIGNIFICANCE ¹	77/039,322	3,274,005	8/7/2007
THE OFFICIAL NETWORK FOR ENTREPRENEURIAL ADVISORS ²	77/314,362	3,558,651	1/6/2009

**Trade Names or Common Law Trademarks/Service Marks
(owned by affiliates of Grantor)**

FIRST ALLIED HOLDINGS INC.
FIRST ALLIED AN ADVANCED EQUITIES COMPANY
1 FP
FIRST FINANCIAL PLANNERS, INC.
FROM WEALTH TO SIGNIFICANCE NEXTGEN ADVISORS FIRST ALLIED SECURITIES
FROM WEALTH TO SIGNIFICANCE NEXTGEN ADVISOR ADVANCED EQUITIES LEVERAGED APPRECIATION DERIVATIVE




¹ Registration was cancelled on March 14, 2014.

² Registration was cancelled on August 7, 2015.