

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trupoly, LLC		05/23/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ARETEC GROUP, INC.		
Street Address:	2711 CENTERVILLE ROAD		
Internal Address:	SUITE 400		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4605004	TRUPOLY	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<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:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	DECHERT LLP		
Address Line 1:	1095 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10036-6797		
ATTORNEY DOCKET NUMBER:	394518-146361		
NAME OF SUBMITTER:	Alan Wang		
SIGNATURE:	/Alan Wang/		
DATE SIGNED:	05/23/2016		
Total Attachments: 4			
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RECORDABLE TRADEMARK ASSIGNMENT

This RECORDABLE TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made as of May 23, 2016 (the "Effective Date") by and between Trupoly, LLC, a Delaware limited liability company ("Assignor") and Aretec Group, Inc. (formerly known as RCS Capital Corporation), a Delaware corporation ("Assignee"). Each of Assignor and Assignee are referred to as a "Party" and together as the "Parties".

WHEREAS, pursuant to the Fourth Amended Joint Plan of Reorganization, dated May 10, 2016 (the "Plan"), and the Assignment of Intellectual Property, dated May 23, 2016 (the "IP Assignment"), Assignor forever sells, transfer, assigns and delivers unto the Assignee all of Assignor's right, title and interest in and to all of its assets, other than Creditor Trust Assets, free and clear of all liens, claims, mortgages, options, rights encumbrances and interests of any kind or nature whatsoever, including without limitation the Assigned Trademark Rights (defined below); and

WHEREAS, Assignor wishes to confirm, memorialize and record the assignment of the Assigned Trademark Rights to Assignee as set forth in the Plan and the IP Assignment.

NOW, THEREFORE, in consideration of the applicable terms set forth herein and in the Plan and the IP Assignment, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Parties agree as follows:

1. Assignor does hereby confirm that it has irrevocably sold, transferred, assigned and delivered, and hereby does sell, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignor's worldwide rights, title, and interest in and to (i) the Trademarks listed on Exhibit A hereto together with all registrations and applications for the foregoing; and all common law rights in the foregoing; (ii) all issuances, extensions and renewals of the foregoing; (iii) all rights to create new trademarks that incorporate the foregoing; (iv) all rights to request, apply for, file and register the foregoing; (v) all the goodwill of the business connected with the use of and symbolized by the foregoing; (vi) all claims and defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation of the foregoing; and (vii) all income, royalties and any other payments now and hereafter due and/or payable to Assignor in respect of the foregoing, in each case of (i) – (vii), to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made (collectively, the "Assigned Trademark Rights").

Assignor hereby authorizes and requests the competent authorities including without limitation an official of the United States Patent and Trademark Office, an official of any non-US governmental trademark office and an official of any intergovernmental organization, whose duty is to issue trademark registrations or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, and assigns, in accordance with the terms of this Trademark Assignment.

Assignor shall, and shall cause its Affiliates, and their respective officers, directors and employees to, promptly execute and deliver such documents, and do and perform such acts and things as Assignee, its legal representatives, its successors, and/or assigns may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, including without limitation prompt production of pertinent facts and documents, giving of testimony, execution of papers, and other assistance all to the extent deemed necessary or desirable by Assignee, its legal representatives, its successors and/or assigns (a) for perfecting all right, title and interest herein conveyed; (b) for prosecuting any applications herein conveyed; and (c) for legal proceedings involving any trademark and any applications therefor, including without limitation opposition proceedings, infringement actions and court actions; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by Assignee.


This Trademark Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of laws principles thereof. This Trademark Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Signature page follows.]

The undersigned Parties, by their authorized representatives, have executed this Recordable Trademark Assignment effective as of the Effective Date:

“ASSIGNEE”

Aretec Group, Inc.

By: 
Name: David Orlofsky
Title: Chief Restructuring Officer

“ASSIGNOR”

Trupoly, LLC

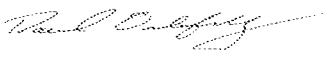
By: 
Name: David Orlofsky
Title: Chief Restructuring Officer

EXHIBIT A

ASSIGNED TRADEMARK RIGHTS

Trademark Name (Jurisdiction)	Owner of Record	Reg. No.	Reg. Date
TRUPOLY (U.S.)	Trupoly, LLC	4605004	September 16, 2014