

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385422

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARETEC GROUP, INC. (FOMERLY KNOWN AS RCS CAPITAL CORPORATION)		05/23/2016	Corporation: DELAWARE
CETERA FINANCIAL GROUP, INC.		05/23/2016	Corporation: DELAWARE
CETERA FINANCIAL HOLDINGS, INC.		05/23/2016	Corporation: DELAWARE
FAS HOLDINGS, INC.		05/23/2016	Corporation: DELAWARE
INVESTORS CAPITAL HOLDINGS, LLC		05/23/2016	Limited Liability Company: DELAWARE
LEGEND GROUP HOLDINGS, LLC		05/23/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BARCLAYS BANK PLC
Street Address:	745 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 46

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:	4919274	CONNECT2CLIENTS
Registration Number:	4919272	CONNECT2CLIENTS
Registration Number:	4689345	DATAPAK

CH \$1165.00 4386542

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:	86945467	PENTAMETER FIVE MEASURES OF BUSINESS SUC

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

NAME OF SUBMITTER:	MARK LANGER
SIGNATURE:	/MARK LANGER/
DATE SIGNED:	05/24/2016

Total Attachments: 8

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 23, 2016 (this “**Agreement**”), among Aretec Group, Inc. (formerly known as RCS Capital Corporation), a Delaware corporation located at 245 Park Avenue, 39th Floor, New York, New York 10170, Cetera Financial Group, Inc., a Delaware corporation located at 200 N. Sepulveda Blvd., Suite 1200, El Segundo, California 90245, Cetera Financial Holdings, Inc., a Delaware corporation located at 200 N. Sepulveda Blvd., Suite 1200, El Segundo, California 90245, FAS Holdings, Inc., a Delaware corporation located at 655 West Broadway, 12th Floor, San Diego, California 92101, Investors Capital Holdings, LLC, a Delaware limited liability company located at 6 Kimball Lane, Suite 150, Lynnfield, Massachusetts 01940, and Legend Group Holdings, LLC, a Delaware limited liability company located at 4600 East Park Drive, Suite 300, Palm Beach Gardens, Florida 33410 (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 Second Lien Collateral Agreement dated as of May 23, 2016 (as amended, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), among Aretec Group, Inc., a Delaware corporation (the “**Borrower**”), the Subsidiary Grantors from time to time party thereto and the Collateral Agent and (b) the Second Lien Term Loan Agreement, dated as of May 23, 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 (the “**Lenders**”) 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 a Subsidiary 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 (as defined in the Credit Agreement), 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 continuing security interest in all right, title and interest in and 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) all Trademarks constituting Collateral owned by the Grantor and all registrations and applications for registration therefor and all renewals thereof (including, without limitation, each Trademark registration and application therefor, with all renewals thereof, referred to in Schedule I attached hereto, and all of the goodwill of the business connected with the use of or symbolized by, each Trademark), whether or not currently in use, 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) rights in the foregoing provided by international treaties or conventions and all other rights corresponding thereto throughout the world;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right to sue for and collect, or otherwise recover, all proceeds and damages relating thereto; and

(d) 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 or any other applicable government officer 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.

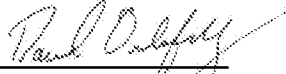
SECTION 7. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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.

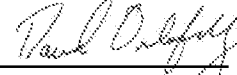
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

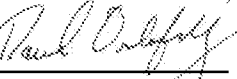
ARETEC GROUP, INC.

By: 
Name: David Orlofsky
Title: Chief Restructuring Officer


CETERA FINANCIAL GROUP, INC.

By: 
Name: David Orlofsky
Title: Authorized Signatory

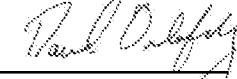
CETERA FINANCIAL HOLDINGS, INC.

By: 
Name: David Orlofsky
Title: Authorized Signatory

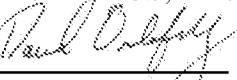
FAS HOLDINGS, INC.

By: 
Name: David Orlofsky
Title: Authorized Signatory

INVESTORS CAPITAL HOLDINGS, LLC

By: 
Name: David Orlofsky
Title: Authorized Signatory

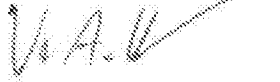
LEGEND GROUP HOLDINGS, LLC

By: 
Name: David Orlofsky
Title: Authorized Signatory

Acknowledged and Agreed by:

BARCLAYS BANK PLC, as Collateral Agent

By:



Name:


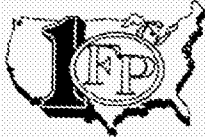
Title:




Vanessa A. Kurbatskiy
Vice President

**SCHEDULE I TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications

Grantor	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.	CONNECT2CLIENTS	4919274
Cetera Financial Holdings, Inc.	 Connect2Clients	4919272
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 Holdings, Inc.	MANAGED WEALTH ADVANTAGE	4501486
Cetera Financial Holdings, Inc.	MultiFinancial  A CETERA COMPANY	4089914
Cetera Financial Group, Inc.		3743278
Cetera Financial Group, Inc.	SMARTWORKS	3912040

Grantor	Title	Trademark Registration / Serial Number
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
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
Legend Group Holdings, LLC	STRATEGIC ASSET MANAGEMENT	3131411
Investors Capital Holdings, LLC	INVESTORS CAPITAL	3066881
Investors Capital Holdings, LLC	INVESTORS CAPITAL HOLDINGS	3047858
Aretec Group, Inc. (formerly known as RCS Capital Corporation)	RCS CAPITAL	4645920

Grantor	Title	Trademark Registration / Serial Number
Aretec Group, Inc. (formerly known as RCS Capital Corporation)		4083225
Aretec Group, Inc. (formerly known as RCS Capital Corporation)		4083031
Aretec Group, Inc. (formerly known as RCS Capital Corporation)	TRUPOLY	4605004
Cetera Financial Holdings, Inc.	TOWER SQUARE	86/875,145
Cetera Financial Holdings, Inc.	ADAPTIVE INTELLIGENCE PORTFOLIOS	86/685,311
Cetera Financial Holdings, Inc.		86/945,467