

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385661

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		05/23/2016	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Aretec Group, Inc.		
Street Address:	405 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Serial Number:	86685311	ADAPTIVE INTELLIGENCE PORTFOLIOS	
Registration Number:	4664849	PENTAMETER	
Registration Number:	4689345	DATAPAK	
Registration Number:	2122102	TOWER SQUARE SECURITIES	
Registration Number:	4632535	COMPETITIVE EDGE	
Registration Number:	3279172	ETF SELECT	
Registration Number:	2165498	1 FP	
Registration Number:	3066881	INVESTORS CAPITAL	
Registration Number:	3047858	INVESTORS CAPITAL HOLDINGS	
Registration Number:	3211043	NEURALVISION	
Registration Number:	3131411	STRATEGIC ASSET MANAGEMENT	
Registration Number:	3214231	SAM	
Registration Number:	3480600	THE LEGEND GROUP	
Registration Number:	3902615	SAM	
Registration Number:	3760971	STRATEGIC ASSET MANAGEMENT	
Registration Number:	2633966	INVESTING WITH INTELLIGENCE	
Registration Number:	2562204	FREEMARK LIBERTY SERIES	
Registration Number:	2307318	FREEMARK FREEDOM SERIES	
Registration Number:	3504418	J.P. TURNER & COMPANY	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3598192	
Registration Number:	4645920	RCS CAPITAL
Registration Number:	4919274	CONNECT2CLIENTS
Registration Number:	4919272	CONNECT2CLIENTS
Registration Number:	4887018	IC2I
Registration Number:	4886991	TOWER SQUARE INVESTMENT MANAGEMENT
Registration Number:	4882991	TOWER SQUARE INVESTMENT MANAGEMENT
Serial Number:	86258230	CATCHLIGHT CAPITAL

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, LTD

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F163304

NAME OF SUBMITTER: Amanda M. Mitchell

SIGNATURE: /Amanda M. Mitchell/

DATE SIGNED: 05/26/2016

Total Attachments: 5

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RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT** (this “**Release**”) is made effective as of May 23, 2016, by WILMINGTON TRUST, NATIONAL ASSOCIATION (“**Wilmington**”), as collateral agent (in such capacity, the “**Collateral Agent**”) in favor of Aretec Group, Inc. (formerly known as RCS Capital Corporation); Cetera Financial Holdings, Inc.; FAS Holdings, Inc.; Legend Group Holdings, LLC; Investors Capital Holdings, LLC, and J.P. Turner & Company, LLC (each a “**Grantor**” and collectively “**Grantors**”).

WHEREAS, reference is made to (a) the Second Lien Collateral Agreement dated as of April 29, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), among RCS Capital Corporation, a Delaware corporation (the “**Borrower**”), RCAP Holdings, LLC, a Delaware limited liability company (“**RCAP Holdings**”), RCS Capital Management, LLC, a Delaware limited liability company (“**RCS Management**”), the Subsidiary Grantors from time to time party thereto and the Bank of America, N.A. (“Bank of America”) and (b) the Second Lien Credit Agreement, dated as of April 29, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, RCAP Holdings, RCS Management, the lenders from time to time party thereto and Bank of America, as administrative agent and collateral agent;

WHEREAS, pursuant to the Collateral Agreement, the Grantors entered into that certain Trademark Security Agreement, dated as of October 28, 2015 (the “**Trademark Security Agreement**”) whereby the Grantors granted to Bank of America a security interest in and to certain intellectual property of the Grantors;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on November 4, 2015 at Reel 5660 and Frame 0682;

WHEREAS, pursuant to that certain Agency Resignation, Appointment, Assignment and Assumption Agreement dated as of January 14, 2016 (as amended, modified, supplemented or restated and in effect from time to time), Bank of America, resigned as administrative agent under the Credit Agreement and the Trademark Security Agreement, and the Required Lenders (as defined therein) appointed Wilmington as successor administrative agent;

WHEREAS, the Notice of Succession of Agency was recorded in the U.S. Patent and Trademark Office on January 19, 2016 at Reel/Frame No. 5711/0670.

WHEREAS, in accordance with the provisions of the Collateral Agreement and the Trademark Security Agreement, the Collateral Agent now desires to release its security interest in and to the Trademark Collateral (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

SECTION 1. Defined 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. Release of Grant of Security. The Collateral Agent hereby (i) terminates the Trademark Security Agreement, and (ii) terminates, releases and discharges its security interest in, and reassigns to Grantor all right, title and interest to, the following (the “**Trademark Collateral**”):

- (a) the United States Trademark applications and registrations of Grantor listed on Schedule I attached hereto;
- (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. The Collateral Agent hereby authorizes Grantors or any of their authorized representatives to file this Release with the United States Patent and Trademark Office or any other applicable governmental office. The Collateral Agent hereby further authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

SECTION 4. Further Assurances. The Collateral Agent hereby agrees to execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by Grantors, at Grantors’ expense, to fully effectuate the purposes of this Release.

SECTION 5. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Counterparts. This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized officer.



**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Collateral Agent,

By: J. Anderson
Name: Jennifer Anderson
Title: Assistant Vice President

SCHEDULE I

Trademark Registrations and Applications

Grantor	Mark	App. No.	Reg. No.	Trademark	Status
Cetera Financial Holdings, Inc.	ADAPTIVE INTELLIGENCE PORTFOLIOS	86685311			
Cetera Financial Holdings, Inc.	PENTAMETER	86222883	4664849		
Cetera Financial Holdings, Inc.	DATAPAK	85974525	4689345		
Cetera Financial Holdings, Inc.	TOWER SQUARE SECURITIES	74727482	2122102		
FAS Holdings, Inc.	COMPETITIVE EDGE	86300134	4632535		
FAS Holdings, Inc.	ETF SELECT	77038796	3279172		
FAS Holdings, Inc.	1 FP	75251838	2165498		
Investors Capital Holdings, LLC	INVESTORS CAPITAL	76603171	3066881		
Investors Capital Holdings, LLC	INVESTORS CAPITAL HOLDINGS	76602898	3047858		
Legend Group Holdings, LLC	NEURALVISION	78856502	3211043		
Legend Group Holdings, LLC	STRATEGIC ASSET MANAGEMENT	78607450	3131411		
Legend Group Holdings, LLC	SAM	78607447	3214231		
Legend Group Holdings, LLC	THE LEGEND GROUP	78607443	3480600		
Legend Group Holdings, LLC	SAM	77794641	3902615		
Legend Group Holdings, LLC	STRATEGIC ASSET MANAGEMENT	77794599	3760971		
Legend Group Holdings, LLC	INVESTING WITH INTELLIGENCE	76025490	2633966		
Legend Group Holdings, LLC	FREEMARK LIBERTY SERIES	75712649	2562204		
Legend Group Holdings, LLC	FREEMARK FREEDOM SERIES	75564452	2307318		

Grantor	Mark	App. No.	Reg. No.	Trade mark	Status
J.P. Turner & Company, LLC	J.P. TURNER & COMPANY, LLC	77387832	3504418		
J.P. Turner & Company, LLC	Phoenix Design Mark	77553195	3598192		
Aretec Group, Inc. (formerly known as RCS Capital Corporation)	RCS CAPITAL	85915954	4645920		
Cetera Financial Holdings, Inc.	CONNECT2CLIENTS	86481835	4919274		Registered
Cetera Financial Holdings, Inc.	 Connect2Clients	86481633	4919272		Registered
Cetera Financial Holdings, Inc.	ic2i	86653538	4887018		Registered
Cetera Financial Holdings, Inc.	 TOWER SQUARE INVESTMENT MANAGEMENT	86595705	4886991		Registered
Cetera Financial Holdings, Inc.	TOWER SQUARE INVESTMENT MANAGEMENT	86505086	4882991		Registered
FAS Holdings, Inc.	CATCHLIGHT CAPITAL	86258230			Abandoned