

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385659

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:	Cetera Financial Group, Inc.		
Street Address:	200 N. Sepulveda Blvd., Suite 1200		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3764318	FLEXINSURED ACCOUNT	
Registration Number:	3578407	M	
Registration Number:	3610806	MULTIFINANCIAL SECURITIES CORPORATION	
Registration Number:	3912040	SMARTWORKS	
Registration Number:	3743278	SKILLBUILDER U	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	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		

OP \$140.00 3764318

Total Attachments: 4

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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 Cetera Financial Group, Inc. ("**Grantor**").

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 Grantor entered into that certain Trademark Security Agreement, dated as of April 29, 2014 (the "**Trademark Security Agreement**") whereby the Grantor granted to Bank of America a security interest in and to certain intellectual property of the Grantor;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on May 2, 2014 at Reel 5273 and Frame 0094;

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. 5711/0612.

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 Grantor or any of its 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 Grantor, at Grantor’s 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


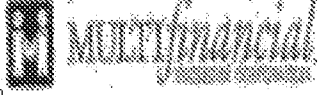
[Second Lien IP Release – Signature Page]

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TRADEMARK
REEL: 005800 FRAME: 0789

SCHEDULE I

Trademark Registrations and Applications

Grantor	Mark	App. No.	Reg. No.	Trademark	Status
Cetera Financial Group, Inc.	FLEXINSURED ACCOUNT		3764318		
Cetera Financial Group, Inc.			3578407		
Cetera Financial Group, Inc.			3610806		
Cetera Financial Group, Inc.	SMARTWORKS		3912040		
Cetera Financial Group, Inc.	SKILLBUILDER U		3743278		