

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387504

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900365769

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		05/23/2016	BANK: UNITED STATES

RECEIVING PARTY DATA

Name:	Cetera Financial Holdings, Inc.
Street Address:	200 N. Sepulveda Blvd.
Internal Address:	Suite 1200
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 14

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:	4227341	ICONNECT2INVEST
Registration Number:	4089914	MULTIFINANCIAL C A CETERA COMPANY
Registration Number:	4068476	PERSONALLY CONNECTED
Registration Number:	4078041	PLATFORMPREP
Registration Number:	3907114	REP ON DEMAND
Registration Number:	4165371	SMARTWORKS ADVISER
Registration Number:	4195933	XMA
Registration Number:	4501486	MANAGED WEALTH ADVANTAGE

CORRESPONDENCE DATA

Fax Number: 2126983599

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-698-3500
Email: patents@dechert.com
Correspondent Name: Alan Wang
Address Line 1: Dechert LLP
Address Line 2: 1095 Avenue of Americas
Address Line 4: New York, NEW YORK 10036-6797

ATTORNEY DOCKET NUMBER:	147228
NAME OF SUBMITTER:	Alan Wang
SIGNATURE:	/Alan Wang/
DATE SIGNED:	06/10/2016

Total Attachments: 4
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RELEASE OF FIRST LIEN TRADEMARK SECURITY AGREEMENT

This **RELEASE OF FIRST LIEN TRADEMARK SECURITY AGREEMENT** (this "**Release**") is made effective as of May 23, 2016, by BARCLAYS BANK PLC, as collateral agent (in such capacity, the "**Collateral Agent**") in favor of Cetera Financial Holdings, Inc. ("**Grantor**").

WHEREAS, reference is made to (a) the First 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 Collateral Agent and (b) the First 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 Barclays, 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 the Collateral Agent 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 1, 2014 at Reel 5273 and Frame 0392;

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.

BARCLAYS BANK PLC,

as Collateral Agent





By: 

Name:

Title: Vanessa A. Kurbatskiy
Vice President

SCHEDULE I

Trademark Registrations and Applications

Grantor	Mark	App. No.	Reg. No.	Trademark	Status
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.	CONNECT2INVEST		4227341		
Cetera Financial Holdings, Inc.	MultiFinancial  A CETERA COMPANY		4089914		
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.	XMA		4195933		
Cetera Financial Holdings, Inc.	MANAGED WEALTH ADVANTAGE	86/036709	4501486		