

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410829

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		01/03/2017	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Legend Group Holdings, LLC		
Street Address:	4600 East Park Drive		
City:	Palm Beach Gardens		
State/Country:	FLORIDA		
Postal Code:	33410		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
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	
CORRESPONDENCE DATA			
Fax Number:	3038931379		
<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:	303-892-7250		
Email:	sandra.wainer@dgsllaw.com		
Correspondent Name:	Sandra L. Wainer		
Address Line 1:	1550 17th Street, Suite 500		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	1212250-0001		

CH \$240.00 2307318

NAME OF SUBMITTER:	Sandra L. Wainer
SIGNATURE:	/s/ Sandra L. Wainer
DATE SIGNED:	01/03/2017
Total Attachments: 4 source=Second Lien Trademark Release#page1.tif source=Second Lien Trademark Release#page2.tif source=Second Lien Trademark Release#page3.tif source=Second Lien Trademark Release#page4.tif	

RELEASE OF SECOND LIEN SECURITY INTEREST IN CERTAIN TRADEMARKS

This **RELEASE OF SECOND LIEN SECURITY INTEREST IN CERTAIN TRADEMARKS** (this “*Release*”) is made effective as of January 3, 2017, by BARCLAYS BANK PLC, as collateral agent (in such capacity, the “*Collateral Agent*”) in favor of the Grantor (as defined below).

WHEREAS, reference is made to that certain (a) Second Lien Collateral Agreement, dated as of May 23, 2016, among Aretec Group, Inc. (the “*Company*”), Legend Group Holdings, LLC (the “*Grantor*”), the Collateral Agent, and the other parties named therein (as amended, restated, supplemented or otherwise modified, the “*Collateral Agreement*”); and (b) Second Lien Trademark Security Agreement, dated as of May 23, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”), among Legend Group Holdings, LLC, a Delaware limited liability company (the “*Grantor*”), the other parties thereto, and the Collateral Agent.

WHEREAS, pursuant to the Collateral Agreement, the Grantor entered into that certain Trademark Security Agreement, whereby the Grantor granted to the Collateral Agent 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 May 24, 2016 at Reel 5800 and Frame 0344;

WHEREAS, in accordance with the provisions of the Trademark Security Agreement and pursuant to that certain Partial Release of Lien dated as of January 3, 2017, by and between the Company and the Collateral Agent, the Collateral Agent has agreed to release, discharge, and terminate its security interest in and to the Specified 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 Trademark Security 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 terminates, releases and discharges its security interest in, and reassigns to Grantor all right, title and interest in or to, the following (the “*Specified 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. Trademark Collateral. For the avoidance of any doubt, the release hereunder is limited only and solely to the Specified Trademark Collateral, and shall not apply in any respect to any other Trademark Collateral. The Collateral Agent reserves and retains its security interest (and any other right, title or interest) in and to all such other Trademark Collateral, which security interest remains uninterrupted and undisturbed.

SECTION 5. 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 6. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

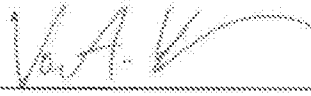
IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized officer.

BARCLAYS BANK PLC, as Collateral Agent

By: _____

Name:

Title:


Vanessa A. Kurbatskiy
Vice President

Schedule I

Trademark Registrations and Applications

Registrations:

Grantor	Title	Trademark Registration / Serial Number
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
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Legend Group Holdings, LLC	THE LEGEND GROUP	3480600
Legend Group Holdings, LLC	STRATEGIC ASSET MANAGEMENT	3131411