

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454903

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cetera Financial Holdings, Inc.		12/08/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclay 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: 2			
Property Type	Number	Word Mark	
Serial Number:	87492455	ADVICE-CENTRIC EXPERIENCE	
Registration Number:	2194574	PRIMESWEEP	
CORRESPONDENCE DATA			
Fax Number:	2127986307		
<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:	212-326-0443		
Email:	dfinguerra-ducharme@pryorcashman.com		
Correspondent Name:	Dyan Finguerra-DuCharme		
Address Line 1:	Pryor Cashman LLP 7 Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	22470.00001		
NAME OF SUBMITTER:	Dyan Finguerra-DuCharme		
SIGNATURE:	/dyan finguerra-ducharme/		
DATE SIGNED:	12/18/2017		
Total Attachments: 6			
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THIRD SUPPLEMENTAL SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIRD SUPPLEMENTAL SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of DEC 8 2017 (this "**Agreement**"), among Cetera Financial Holdings, Inc., a Delaware corporation located at 200 N. Sepulveda Blvd., Suite 1200, El Segundo, California 90245 ("**Grantor**"), 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, amended and restated, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"), among Aretec Group, Inc. (formerly known as RCS Capital Corporation), a Delaware corporation (the "**Borrower**"), the Subsidiary Grantors from time to time party thereto and the Collateral Agent, (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, and (c) the Second Lien Trademark Security Agreement (as supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**"), dated as of May 23, 2016, between, among other parties, the Grantor and the 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 and maintain such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Grantor 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 this Agreement in order to induce the Lenders to extend and maintain such credit. Pursuant to the Collateral Agreement and the Trademark Security Agreement, 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), 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 Grantor or in which 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 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 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 Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. 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. 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. Trademark Security Agreement. The security interests granted to the Collateral Agent under this Agreement are granted in furtherance, and not in substitution or limitation, of the security interests granted to the Collateral Agent pursuant to the Trademark Security Agreement.

SECTION 7. 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 8. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

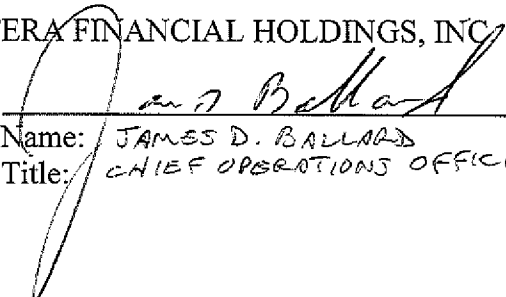
SECTION 9. Intercreditor Agreement. This Agreement and each other Loan Document are subject to the terms and conditions set forth in the Intercreditor Agreement in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

[Remainder of this page intentionally left blank]

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

CETERA FINANCIAL HOLDINGS, INC

By:



Name: JAMES D. BALLARD
Title: CHIEF OPERATIONS OFFICER

[Signature Page to Third Supplemental Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006231 FRAME: 0048

Acknowledged and Agreed by:

BARCLAYS BANK PLC, as Collateral Agent

By:  _____

Name: Vanessa Kurbatskiy

Title: Vice President

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

Trademark Registrations and Applications

Grantor	Mark	App. No.	Reg. No.
Cetera Financial Holdings, Inc.	ADVICE-CENTRIC EXPERIENCE	87/492,455	n/a
Cetera Financial Holdings, Inc.	PRIMESWEEP	75/129,498	2,194,574