

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492083

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aretec Group, Inc.	FORMERLY RCS Capital Corporation	10/01/2018	Corporation: DELAWARE
Cetera Financial Holdings, Inc.		10/01/2018	Corporation: DELAWARE
Cetera Financial Group, Inc.		10/01/2018	Corporation: DELAWARE
FAS Holdings, Inc.		10/01/2018	Corporation: DELAWARE
Investors Capital Holdings, LLC		10/01/2018	Limited Liability Company: DELAWARE
J.P. Turner & Company, L.L.C.		10/01/2018	Limited Liability Company: GEORGIA
Summit Financial Group, Inc.		10/01/2018	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as collateral agent
Street Address:	600 Washington Boulevard
Internal Address:	UBS Agency Services
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND

PROPERTY NUMBERS Total: 43

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:	4919274	CONNECT2CLIENTS
Registration Number:	4919272	CONNECT2CLIENTS
Registration Number:	4689345	DATAPAK

CH \$1090.00 4386542

Property Type	Number	Word Mark
Registration Number:	3764318	FLEXINSURED ACCOUNT
Registration Number:	4887018	IC2I
Registration Number:	4227341	ICONNECT2INVEST
Registration Number:	4501486	MANAGED WEALTH ADVANTAGE
Registration Number:	3912040	SMARTWORKS
Registration Number:	4664849	PENTAMETER
Registration Number:	4078041	PLATFORMPREP
Registration Number:	3907114	REP ON DEMAND
Registration Number:	4165371	SMARTWORKS ADVISER
Registration Number:	2122102	TOWER SQUARE SECURITIES
Registration Number:	4886991	TOWER SQUARE INVESTMENT MANAGEMENT
Registration Number:	4882991	TOWER SQUARE INVESTMENT MANAGEMENT
Registration Number:	4195933	XMA
Registration Number:	2165498	1 FP
Registration Number:	4632535	COMPETITIVE EDGE
Registration Number:	3066881	INVESTORS CAPITAL
Registration Number:	3047858	INVESTORS CAPITAL HOLDINGS
Registration Number:	4645920	RCS CAPITAL
Registration Number:	4605004	TRUPOLY
Registration Number:	3598192	
Registration Number:	3504418	J.P. TURNER & COMPANY
Registration Number:	5026839	TOWER SQUARE
Registration Number:	5261935	1040 PROSPECTOR
Registration Number:	5099168	PENTAMETER FIVE MEASURES OF BUSINESS SUC
Registration Number:	5445179	MYADVICEARCHITECT
Registration Number:	5403517	ADVICEARCHITECT ECOSYSTEM
Registration Number:	5125829	DOL DYNAMIQS
Registration Number:	2194574	PRIMESWEEP
Registration Number:	4083225	R C SECURITIES
Registration Number:	4083031	RC SECURITIES
Registration Number:	3806932	CPR COLLEGE PLANNING RELIEF
Registration Number:	4342766	SUMMIT COMMUNITY BANK
Registration Number:	4638801	SUMMIT FINANCIAL GROUP
Serial Number:	87978425	ADVICE-CENTRIC EXPERIENCE

CORRESPONDENCE DATA

Fax Number: 2028357586

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.

TRADEMARK

REEL: 006446 FRAME: 0615

Phone: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Kristin Yohannan, Esq.
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 37199.09500

NAME OF SUBMITTER: Kristin L. Yohannan

SIGNATURE: /s/ Kristin L. Yohannan

DATE SIGNED: 10/01/2018

Total Attachments: 9

source=010. Second Lien Trademark Security Agreement#page1.tif
source=010. Second Lien Trademark Security Agreement#page2.tif
source=010. Second Lien Trademark Security Agreement#page3.tif
source=010. Second Lien Trademark Security Agreement#page4.tif
source=010. Second Lien Trademark Security Agreement#page5.tif
source=010. Second Lien Trademark Security Agreement#page6.tif
source=010. Second Lien Trademark Security Agreement#page7.tif
source=010. Second Lien Trademark Security Agreement#page8.tif
source=010. Second Lien Trademark Security Agreement#page9.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of October 1, 2018 (this “Agreement”), among Aretec Group, Inc., a Delaware corporation (the “Borrower”), Cetera Financial Holdings, Inc., a Delaware corporation (“Cetera Holdings”), Cetera Financial Group, Inc., a Delaware corporation (“Cetera Group”), FAS Holdings, Inc., a Delaware corporation (“FAS”), Investors Capital Holdings, LLC, a Delaware limited liability company (“Investors Capital”), J.P. Turner & Company, L.L.C., a Georgia limited liability company (“J.P. Turner”), Summit Financial Group, Inc., a Florida corporation (“Summit Financial” and, together with the Borrower, Cetera Holdings, Cetera Group, FAS, Investors Capital and J.P. Turner, collectively, the “Grantors” and each, a “Grantor”) and UBS AG, Stamford Branch, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement, dated as of October 1, 2018 (as amended, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), among GC Two Intermediate Holdings, Inc., a Delaware corporation (“Holdings”), GC Two Merger Sub, Inc., the Borrower, the lenders party thereto from time to time (the “Lenders”) and UBS AG, Stamford Branch, as Administrative Agent, and (b) the Second Lien Collateral Agreement dated of even date with the Second Lien Credit Agreement (as amended, supplemented or otherwise modified from time to time, the “Second Lien Collateral Agreement”), among Holdings, GC Two Merger Sub, Inc., the Borrower, the other grantors from time to time party thereto and UBS AG, Stamford Branch, as Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. Each Grantor (other than the Borrower) is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Second Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Second Lien 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 Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all of such Grantor’s United States Trademarks, in each case, that constitute Material Intellectual Property, including, but not limited to, the trademark applications and trademark registrations referred to in Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark Collateral and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act but only to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such trademark, intent-to-use trademark application, or resulting trademark registration or result in cancellation of such trademark application or registration under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Second Lien Collateral Agreement. Each 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 Second Lien 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 Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 4. Termination. Upon the Termination Date, the Security Interest granted herein shall terminate immediately and automatically and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and Security Interest in the Trademark Collateral under this Agreement.

SECTION 5. 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. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (a) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to the Designated Senior Priority Representative and (b) the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder is subject to the limitations and provisions contained in the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[Remainder of 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: *Mark Paul Shelson*
Name: Mark Shelson
Title: Treasurer

FAS Holdings, Inc.

By: _____
Name: Keith Shores
Title: Treasurer

Investors Capital Holdings, LLC

By: *Mark Paul Shelson*
Name: Mark Shelson
Title: Treasurer

Aretec Group, Inc. (formerly known as RCS Capital Corporation)

By: _____
Name: Keith Shores
Title: Treasurer

J.P. Turner & Company, L.L.C.

By: _____
Name: Keith Shores
Title: Treasurer

Summit Financial Group, Inc.

By: *Mark Paul Shelson*
Name: Mark Shelson
Title: Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

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: Mark Shelson
Title: Treasurer

FAS Holdings, Inc.

By: Keith Shores
Name: Keith Shores
Title: Treasurer

Investors Capital Holdings, LLC

By: _____
Name: Mark Shelson
Title: Treasurer

Aretec Group, Inc. (formerly known as RCS Capital Corporation)

By: Keith Shores
Name: Keith Shores
Title: Treasurer

J.P. Turner & Company, L.L.C.

By: Keith Shores
Name: Keith Shores
Title: Treasurer

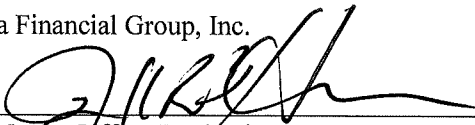
Summit Financial Group, Inc.

By: _____
Name: Mark Shelson
Title: Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

Cetera Financial Group, Inc.

By:



Name: Jeffrey Buchheister


Title: Chief Financial Officer


[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006446 FRAME: 0621

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

UBS AG, STAMFORD BRANCH, as Collateral Agent

By:  _____
Name: Houssem Daly
Title: Associate Director
Banking Products Services, US


By:  _____
Name: Darlene Arias
Title: Director

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK COLLATERAL

Registrations:

Owner	Title	Trademark Registration Number	Registration Date
Cetera Financial Holdings, Inc.	CETERA	4386542	8/20/2013
Cetera Financial Holdings, Inc.	CETERA FINANCIAL GROUP	3953736	5/03/2011
Cetera Financial Holdings, Inc.	C	4386540	8/20/2013
Cetera Financial Holdings, Inc.	CETERA	4386541	8/20/2013
Cetera Financial Holdings, Inc.	CETERA FINANCIAL GROUP	3953295	5/03/2011
Cetera Financial Holdings, Inc.	CONNECT2CLIENTS	4400652	9/10/2013
Cetera Financial Holdings, Inc.	CONNECT2CLIENTS	4919274	3/15/2016
Cetera Financial Holdings, Inc.	CONNECT2CLIENTS	4919272	3/15/2016
Cetera Financial Holdings, Inc.	DATAPAK	4689345	2/17/2015
Cetera Financial Group, Inc.	FLEXINSURED ACCOUNT	3764318	3/23/2010
Cetera Financial Holdings, Inc.	iC2i	4887018	1/12/2016
Cetera Financial Holdings, Inc.	ICONNECT2INVEST	4227341	10/16/2012
Cetera Financial Holdings, Inc.	MANAGED WEALTH ADVANTAGE	4501486	3/25/2014
Cetera Financial Group, Inc.	SMARTWORKS	3912040	1/25/2011
Cetera Financial Holdings, Inc.	PENTAMETER	4664849	12/30/2014
Cetera Financial Holdings, Inc.	PLATFORMPREP	4078041	12/27/2011
Cetera Financial Holdings, Inc.	REP ON DEMAND	3907114	1/18/2011
Cetera Financial Holdings, Inc.	SMARTWORKS ADVISER	4165371	6/26/2012

Owner	Title	Trademark Registration Number	Registration Date
Cetera Financial Holdings, Inc.	TOWER SQUARE SECURITIES	2122102	6/26/2012
Cetera Financial Holdings, Inc.	TOWER SQUARE INVESTMENT MANAGEMENT	4886991	1/12/2016
Cetera Financial Holdings, Inc.	TOWER SQUARE INVESTMENT MANAGEMENT	4882991	1/05/2016
Cetera Financial Holdings, Inc.	XMA	4195933	8/21/2012
FAS Holdings, Inc.	1FP	2165498	6/16/1998
FAS Holdings, Inc.	COMPETITIVE EDGE	4632535	11/04/2014
Investors Capital Holdings, LLC	INVESTORS CAPITAL	3066881	03/07/2006
Investors Capital Holdings, LLC	INVESTORS CAPITAL HOLDINGS	3047858	01/24/2006
Aretec Group, Inc. (formerly known as RCS Capital Corporation)	RCS CAPITAL	4645920	11/25/2014
Aretec Group, Inc. (formerly known as RCS Capital Corporation)	TRUPOLY	4605004	9/16/2014
J.P. Turner & Company, L.L.C.	Phoenix and Design	3598192	3/31/2009
J.P. Turner & Company, L.L.C.	J.P. TURNER & COMPANY	3504418	9/23/2008
Cetera Financial Holdings, Inc.	TOWER SQUARE	5026839	8/23/2016
Cetera Financial Holdings, Inc.	1040 PROSPECTOR	5261935	8/08/2017
Cetera Financial Holdings, Inc.	PENTAMETER: FIVE MEASURES OF BUSINESS SUCCESS	5099168	12/13/2016
Cetera Financial Holdings, Inc.	myadvice 	5445179	4/10/2018
Cetera Financial Holdings, Inc.	ADVICEARCHITECT ECOSYSTEM	5403517	2/13/2018

Owner	Title	Trademark Registration Number	Registration Date
Cetera Financial Holdings, Inc.	DOL DYNAMIQS	5125829	1/17/2017
Cetera Financial Holdings, Inc.	PRIMESWEEP	2194574	10/13/1998
Aretec Group, Inc. (f/k/a RCS Capital Corporation)	RC Securities	4083225	1/10/2012
Aretec Group, Inc. (f/k/a RCS Capital Corporation)	RC Securities	4083031	1/10/2012
Summit Financial Group, Inc.	CPR COLLEGE PLANNING RELIEF	3806932	6/22/2010
Summit Financial Group, Inc.	SUMMIT COMMUNITY BANK	4342766	5/28/2013
Summit Financial Group, Inc.	SUMMIT FINANCIAL GROUP	4638801	11/18/2014

Applications:

Owner	Title	Trademark Serial Number	Filing Date
Cetera Financial Holdings, Inc.	ADVICE-CENTRIC EXPERIENCE	87978425	6/16/2017

#4838-2726-2837