

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387493

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900365759

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	Cetera Financial Group, 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: 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:** 2126983599*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.***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 source=RCS - 1st Trademark Security Agreement Release#page1.tif source=RCS - 1st Trademark Security Agreement Release#page2.tif source=RCS - 1st Trademark Security Agreement Release#page3.tif source=RCS - 1st Trademark Security Agreement Release#page4.tif	

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 Group, 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 5272 and Frame 0160;

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


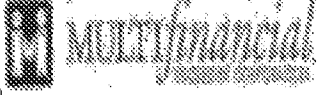
By: 

Name:

Title: Vanessa A. Kurbatskiy
Vice President

SCHEDULE I

Trademark Registrations and Applications

Grantor	Mark	App. No.	Reg. No.	Trademark	Status
Cetera Financial 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		