

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361138

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RCS Capital Corporation		10/26/2015	CORPORATION: DELAWARE
Cetera Financial Holdings, Inc.		10/26/2015	CORPORATION: DELAWARE
FAS Holdings, Inc.		10/26/2015	CORPORATION: DELAWARE
Legend Group Holdings, LLC		10/26/2015	LIMITED LIABILITY COMPANY: DELAWARE
J.P. Turner & Company, LLC		10/26/2015	LIMITED LIABILITY COMPANY: GEORGIA
Investors Capital Holdings, LLC		10/26/2015	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A., as Collateral Agent
<b>Street Address:</b>	901 Main Street, 14th Floor Mail Code TX1-492-14-06
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75202-3714
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
<b>Serial Number:</b>	86481835	CONNECT2CLIENTS
<b>Serial Number:</b>	86481633	CONNECT2CLIENTS
<b>Serial Number:</b>	86653538	IC2I
<b>Serial Number:</b>	86595705	TOWER SQUARE INVESTMENT MANAGEMENT
<b>Serial Number:</b>	86685311	ADAPTIVE INTELLIGENCE PORTFOLIOS
<b>Registration Number:</b>	4664849	PENTAMETER
<b>Serial Number:</b>	86505086	TOWER SQUARE INVESTMENT MANAGEMENT
<b>Registration Number:</b>	4689345	DATAPAK
<b>Registration Number:</b>	2122102	TOWER SQUARE SECURITIES
<b>Serial Number:</b>	86258230	CATCHLIGHT CAPITAL
<b>Registration Number:</b>	4632535	COMPETITIVE EDGE
<b>Registration Number:</b>	3279172	ETF SELECT

OP \$690.00 86481835

Property Type	Number	Word Mark
Registration Number:	2165498	1 FP
Registration Number:	3066881	INVESTORS CAPITAL
Registration Number:	3047858	INVESTORS CAPITAL HOLDINGS
Registration Number:	3504418	J.P. TURNER & COMPANY
Registration Number:	3598192	
Registration Number:	3211043	NEURALVISION
Registration Number:	3131411	STRATEGIC ASSET MANAGEMENT
Registration Number:	3214231	SAM
Registration Number:	3480600	THE LEGEND GROUP
Registration Number:	3902615	SAM
Registration Number:	3760971	STRATEGIC ASSET MANAGEMENT
Registration Number:	2633966	INVESTING WITH INTELLIGENCE
Registration Number:	2562204	FREEMARK LIBERTY SERIES
Registration Number:	2307318	FREEMARK FREEDOM SERIES
Registration Number:	4645920	RCS CAPITAL

#### CORRESPONDENCE DATA

**Fax Number:**

*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.*

**Email:** michael.barys@thomsonreuters.com

**Correspondent Name:** Elaine Carrera, Legal Assistant

**Address Line 1:** 80 Pine Street

**Address Line 2:** c/o Cahill Gordon & Reindal LLP

**Address Line 4:** New York, NEW YORK 10005

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Michael Barys/
<b>DATE SIGNED:</b>	11/04/2015

**Total Attachments: 11**

source=Second Lien Trademark Security Agreement (Executed)#page1.tif  
source=Second Lien Trademark Security Agreement (Executed)#page2.tif  
source=Second Lien Trademark Security Agreement (Executed)#page3.tif  
source=Second Lien Trademark Security Agreement (Executed)#page4.tif  
source=Second Lien Trademark Security Agreement (Executed)#page5.tif  
source=Second Lien Trademark Security Agreement (Executed)#page6.tif  
source=Second Lien Trademark Security Agreement (Executed)#page7.tif  
source=Second Lien Trademark Security Agreement (Executed)#page8.tif  
source=Second Lien Trademark Security Agreement (Executed)#page9.tif  
source=Second Lien Trademark Security Agreement (Executed)#page10.tif  
source=Second Lien Trademark Security Agreement (Executed)#page11.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

**SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of October 26, 2015 (this "**Agreement**"), among each Grantor that is a signatory hereto (each a "**Grantor**" and collectively, the "**Grantors**"), and BANK OF AMERICA, N.A. ("**Bank of America**"), as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Second Lien Collateral Agreement dated as of April 29, 2014 (as amended, 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 Second Lien Credit Agreement, dated as of April 29, 2014 (as amended, 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 Bank of America, as administrative agent and 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 such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor is an affiliate 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 the Collateral Agreement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the Collateral Agreement, each 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, the Grantors hereby pledge 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 security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by any Grantor or in which any Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) the United States Trademark applications and registrations of the Grantors listed on Schedule I attached hereto, but excluding any Trademark applications filed in the United States Patent and Trademark Office on the basis of the Grantors' "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) 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. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Trademarks 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. 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 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. 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 7. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and Security Interest granted to the Collateral Agent pursuant to this Agreement and each other Loan Document are, prior to the Discharge of First Lien Obligations, expressly subordinated to those granted to the First Lien Collateral Agent pursuant to the First Lien Collateral Agreement and the exercise of any right or remedy by the Collateral Agent hereunder 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 and conditions 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.

GRANTORS:

RCS CAPITAL CORPORATION,

By: Brian D. Jones  
Name: Brian D. Jones  
Title: Chief Financial Officer

CETERA FINANCIAL HOLDINGS, INC.,

By: R. Lawrence Roth  
Name: R. Lawrence Roth  
Title: Chief Executive Officer

FAS HOLDINGS, INC.,

By: \_\_\_\_\_  
Name:  
Title:

LEGEND GROUP HOLDINGS, LLC

By: \_\_\_\_\_  
Name:  
Title:

J.P. TURNER & COMPANY, LLC,

By: \_\_\_\_\_  
Name:  
Title:

INVESTORS CAPITAL HOLDINGS, LLC

By: \_\_\_\_\_  
Name:  
Title:

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

GRANTORS:

RCS CAPITAL CORPORATION,

By: \_\_\_\_\_  
Name:  
Title:

CETERA FINANCIAL HOLDINGS, INC.,

By: \_\_\_\_\_  
Name:  
Title:


FAS HOLDINGS, INC.,

By: \_\_\_\_\_  
Name:  
Title:

LEGEND GROUP HOLDINGS, LLC,

By: \_\_\_\_\_  
Name:  
Title:

J.P. TURNER & COMPANY, LLC,

By:  \_\_\_\_\_  
Name: DEAN VERNEJA  
Title: C.O.O.

INVESTORS CAPITAL HOLDINGS, LLC

By: \_\_\_\_\_  
Name:  
Title:

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

GRANTORS:

RCS CAPITAL CORPORATION,

By: \_\_\_\_\_  
Name:  
Title:

CETERA FINANCIAL HOLDINGS, INC.,

By: \_\_\_\_\_  
Name:  
Title:

FAS HOLDINGS, INC.,

By: \_\_\_\_\_  
Name: Adam Antoniadou  
Title: President & CEO

LEGEND GROUP HOLDINGS, LLC,

By: \_\_\_\_\_  
Name:  
Title:

J.P. TURNER & COMPANY, LLC,

By: \_\_\_\_\_  
Name:  
Title:

INVESTORS CAPITAL HOLDINGS, LLC

By: \_\_\_\_\_  
Name:  
Title:

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

GRANTORS:

RCS CAPITAL CORPORATION,

By: \_\_\_\_\_  
Name:  
Title:

CETERA FINANCIAL HOLDINGS, INC.,

By: \_\_\_\_\_  
Name:  
Title:

FAS HOLDINGS, INC.,

By: \_\_\_\_\_  
Name:  
Title:

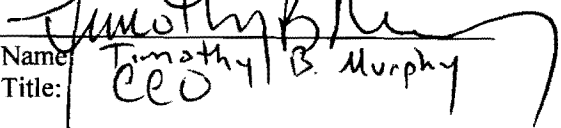
LEGEND GROUP HOLDINGS, LLC,

By: \_\_\_\_\_  
Name:  
Title:

J.P. TURNER & COMPANY, LLC,

By: \_\_\_\_\_  
Name:  
Title:

INVESTORS CAPITAL HOLDINGS, LLC

By:   
Name: Timothy B. Murphy  
Title: CEO



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

GRANTORS:

RCS CAPITAL CORPORATION,

By: \_\_\_\_\_  
Name:  
Title:


CETERA FINANCIAL HOLDINGS, INC.,

By: \_\_\_\_\_  
Name:  
Title:

FAS HOLDINGS, INC.,

By: \_\_\_\_\_  
Name:  
Title:

LEGEND GROUP HOLDINGS, LLC

By:  \_\_\_\_\_  
Name: SHASHI MEHROTRA  
Title: PRESIDENT

J.P. TURNER & COMPANY, LLC,

By: \_\_\_\_\_  
Name:  
Title:

INVESTORS CAPITAL HOLDINGS, LLC

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed by:

BANK OF AMERICA, N.A.  
as Collateral Agent

By: \_\_\_\_\_

Name: **Roberto Salazar**  
Title: **Vice President**

SCHEDULE I TO  
SECOND LIEN TRADEMARK SECURITY AGREEMENT

**Trademark Registrations and Applications**

<b>Grantor</b>	<b>Mark</b>	<b>App. No.</b>	<b>Reg. No.</b>	<b>Trademark</b>	<b>Status</b>
Cetera Financial Holdings, Inc.	CONNECT2CLIENTS	86481835			Pending ITU
Cetera Financial Holdings, Inc.	CONNECT2CLIENTS	86481633			Pending ITU
Cetera Financial Holdings, Inc.	IC2I	86653538			Pending ITU
Cetera Financial Holdings, Inc.	TOWER SQUARE INVESTMENT MANAGEMENT	86595705			Pending ITU
Cetera Financial Holdings, Inc.	ADAPTIVE INTELLIGENCE PORTFOLIOS	86685311			
Cetera Financial Holdings, Inc.	PENTAMETER	86222883	4664849		
Cetera Financial Holdings, Inc.	TOWER SQUARE INVESTMENT MANAGEMENT	86505086			Pending ITU
Cetera Financial Holdings, Inc.	DATAPAK	85974525	4689345		
Cetera Financial Holdings, Inc.	TOWER SQUARE SECURITIES	74727482	2122102		
FAS Holdings, Inc.	CATCHLIGHT CAPITAL	86258230			Pending ITU
FAS Holdings, Inc.	COMPETITIVE EDGE	86300134	4632535		
FAS Holdings, Inc.	ETF SELECT	77038796	3279172		
FAS Holdings, Inc.	1 FP	75251838	2165498		
Investors Capital Holdings, LLC	INVESTORS CAPITAL	76603171	3066881		
Investors Capital Holdings, LLC	INVESTORS CAPITAL HOLDINGS	76602898	3047858		
J.P. Turner & Company, LLC	J.P. TURNER & COMPANY, L.L.C.	77387832	3504418		
J.P. Turner & Company, LLC	Phoenix Design Mark	77553195	3598192		
Legend Group Holdings, LLC	NEURALVISION	78856502	3211043		
Legend Group Holdings, LLC	STRATEGIC ASSET MANAGEMENT	78607450	3131411		
Legend Group Holdings, LLC	SAM	78607447	3214231		
Legend Group Holdings, LLC	THE LEGEND GROUP	78607443	3480600		
Legend Group Holdings, LLC	SAM	77794641	3902615		
Legend Group Holdings, LLC	STRATEGIC ASSET MANAGEMENT	77794599	3760971		

<b>Grantor</b>	<b>Mark</b>	<b>App. No.</b>	<b>Reg. No.</b>	<b>Trademark</b>	<b>Status</b>
Legend Group Holdings, LLC	INVESTING WITH INTELLIGENCE	76025490	2633966		
Legend Group Holdings, LLC	FREEMARK LIBERTY SERIES	75712649	2562204		
Legend Group Holdings, LLC	FREEMARK FREEDOM SERIES	75564452	2307318		
RCS Capital Corporation	RCS CAPITAL	85915954	4645920		