

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369597

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Succession of Agency		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		01/14/2016	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Successor Agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Association: UNITED STATES		
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:			
<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>			
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		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	01/19/2016		
Total Attachments: 5			
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NOTICE OF SUCCESSION OF AGENCY
5273/0094

This NOTICE OF SUCCESSION OF AGENCY (this "Notice"), dated as of January 14, 2016 (the "Effective Date"), is executed by BANK OF AMERICA, N.A., in its capacity as Administrative Agent and Collateral Agent under the Original Agreements (as defined below) (the "Prior Agent"), and WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Administrative Agent and Collateral Agent under the Current Agreements (as defined below) (the "Successor Agent").

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of April 29, 2014, by and among RCS Capital Corporation, Prior Agent and certain other parties thereto, as amended by Amendment No. 1 to the Second Lien Credit Agreement, dated as of June 30, 2015, as further amended by Amendment No. 2 to the Second Lien Credit Agreement, dated as of November 8, 2015 and as further amended, amended and restated, modified or otherwise supplemented (the "Original Credit Agreement"), the Prior Agent and certain grantor parties identified on the signature page hereto (the "Grantors") entered into that certain Second Lien Collateral Agreement, dated as of April 29, 2014 (the "Original Security Agreement" together with the Original Credit Agreement, collectively, the "Original Agreements"), and the Second Lien Trademark Security Agreement, dated as of April 29, 2014 (the "Trademark Security Agreement"), pursuant to which the Grantors granted a security interest in and to certain collateral;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 2, 2014 at Reel/Frame 5273/0094, with respect to the trademarks identified on Schedule A attached hereto;

WHEREAS, pursuant to that certain Agency Resignation, Appointment, Assignment and Assumption Agreement (the "Resignation Agreement" together with the Original Agreements as each such agreement is amended, amended and restated, modified or otherwise supplemented, collectively, the "Current Agreements"), dated as of January 14, 2016, by and among the Prior Agent, the Successor Agent and the Borrower, whereby the Prior Agent resigned as Administrative Agent and Collateral Agent and is succeeded to and replaced by the Successor Agent as successor Administrative Agent and Collateral Agent;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Resignation Agreement.

2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Resignation Agreement, the Prior Agent has ceased to be Administrative Agent and Collateral Agent under such capacity and is succeeded to and replaced by the Successor Agent as Administrative Agent and Collateral Agent under such capacity. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the collateral originally granted to the Prior Agent under the Trademark Security Agreement, which security interest is now succeeded by and transferred to the Successor Agent.

IN WITNESS WHEREOF, the parties have executed this Notice effective as of the Effective
Date:

BANK OF AMERICA, N.A., as Prior Agent

By: _____

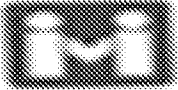

Name: **Roberto Salazar**
Title: **Vice President**

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Successor Agent**

By: M. H. McCauley

Name: Meghan H. McCauley
Title: Assistant Vice President

SCHEDULE A

Owner	Title	Trademark Registration/ Serial Number
Cetera Financial Group, Inc.	FLEXINSURED ACCOUNT	3764318/77532815
Cetera Financial Group, Inc.		3578407/77051545
Cetera Financial Group, Inc.		3610806/77051520
Cetera Financial Group, Inc.	SMARTWORKS	3912040/77843508
Cetera Financial Group, Inc.	SKILLBUILDER U	3743278/77683410