

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sentinel Benefits Group, Inc.		01/02/2007	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	100 Federal Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2752910	SELECT CHOICE 401(K)	
Registration Number:	2499833	TOTAL CHOICE 401(K)	
Registration Number:	2536140	MYFSA.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-951-8073		
<b>Email:</b>	jessica.davis@bingham.com		
<b>Correspondent Name:</b>	Jessica A. Davis		
<b>Address Line 1:</b>	150 Federal Street		
<b>Address Line 2:</b>	Bingham McCutchen LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Jessica A. Davis		
<b>Signature:</b>	/JADavis/		

OP \$90.00 2752910

Date:

01/12/2007

**Total Attachments: 12**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of January 2, 2007, is entered into by and between **SENTINEL BENEFITS GROUP, INC.** (hereinafter, together with its successors in title and assigns, called the "**Grantor**"), and **BANK OF AMERICA, N.A.**, as administrative agent for the Secured Parties (as hereinafter defined) (hereinafter, together with its successors in title and assigns, called the "**Administrative Agent**"), L/C Issuer, Swing Line Lender and Lead Arranger.

### Statement of Facts

A. Pursuant to the Amended and Restated Credit Agreement, dated as of November 22, 2006, by and among Focus Financial Partners, LLC, a Delaware limited liability company (the "**Borrower**"), the financial institutions party thereto from time to time (collectively, the "**Lenders**") and the Administrative Agent (as amended by Amendment No. 1 to the Amended and Restated Credit Agreement and as further amended, modified, supplemented or restated and in effect from time to time, the "**Credit Agreement**"), the Lenders have agreed to make advances and provide other Credit Extensions to the Borrower (collectively, the "**Advances**").

B. In order to induce the Lenders to enter into the Credit Agreement and other Loan Documents and to make Advances and other Credit Extensions to the Borrower upon the terms and subject to the conditions contained in the Credit Agreement, the Grantor has agreed, upon the terms contained in the Credit Agreement, to grant to the Administrative Agent, for the benefit of the Secured Parties, continuing security interests in and Liens upon all Intellectual Property Collateral (as hereinafter defined) of the Grantor in order to secure all of the Loan Obligations (as hereinafter defined).

C. The Grantor has executed as of the date hereof the Co-Borrower Joinder Agreement and Affirmation (the "**Joinder Agreement**") whereby the Grantor joined the Security Agreement (as defined below) and the other Loan Documents as if the Grantor was an original signatory thereto.

D. The Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, continuing security interests in and Liens upon all of the Intellectual Property Collateral of the Grantor pursuant to and upon the terms and conditions contained in the Credit Agreement and the Amended and Restated Security Agreement, dated as November 22, 2006, by and among the Grantor, certain affiliates of the Grantor party thereto, and the Administrative Agent (as amended, modified, supplemented or restated and in effect from time to time, the "**Security Agreement**").

E. Upon the terms contained in the Credit Agreement and the Security Agreement, the Grantor has agreed to execute and deliver to the Administrative Agent

this Intellectual Property Security Agreement, which is supplemental to the Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby promises, covenants and unconditionally and irrevocably agrees with the Administrative Agent as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Credit Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) **“Intellectual Property Collateral”** shall mean, subject to Section 2, all of the right, title and interest of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Trademarks and all Trademark licenses to which it is a party, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents and all Patent licenses to which it is a party, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights and all Copyright licenses to which it is a party, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all divisions, reissues, continuations, extensions or renewals of each of the foregoing;

(v) all goodwill of the businesses of the Grantor and of its Subsidiaries connected with the use of, or otherwise symbolized by, each Trademark, Trademark license, Patent, Patent license, Copyright and Copyright License; and

(vi) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (A) infringement or dilution of any Trademark or Trademark licensed under any Trademark license, (B) injury to any goodwill associated with any Trademark or any Trademark licensed under any Trademark license, (C) infringement of any Patent or any Patent licensed under any Patent license, (D) injury to any goodwill associated with any Patent or any Patent licensed under any Patent license, (E)

infringement of any Copyright or any Copyright licensed under any Copyright license, or (F) injury to any goodwill associated with any Copyright or any Copyright licensed under any Copyright license.

(b) **“Credit Agreement”** and **“Security Agreement”** shall have the meanings given to such terms in the Statement of Facts above.

(c) **“Loan Obligations”** shall mean any and all of the Obligations (as that term is defined in the Credit Agreement).

All other terms contained in this Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC to the extent that such other terms are used or defined therein. References to the Credit Agreement or Security Agreement include any amendment, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Revolving Credit Commitments or the principal amount of any of the Advances, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.**

(a) To secure the prompt and complete payment and performance of all and each of the Loan Obligations, the Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the right, title and interest of the Grantor to, in and under the Intellectual Property Collateral.

(b) The grant of the security interest contained in Section 2(a) above shall not extend to, and the term “Intellectual Property Collateral” shall not include, any directly held general intangibles, now or hereafter held or owned by the Grantor, to the extent, in each case, that (i) a security interest may not be granted by the Grantor in such directly held general intangibles as a matter of law, or under the terms of the governing document applicable thereto, without the consent of one or more applicable parties thereto and (ii) such consent has not been obtained.

(c) The grant of the security interest contained in Section 2(a) above shall extend to, and the term "Intellectual Property Collateral" shall include, (i) any and all proceeds of such directly held general intangibles to the extent that the proceeds are not themselves directly held general intangibles subject to Section 2(b) above and (ii) upon any such applicable party or parties' consent with respect to any otherwise excluded directly held general intangibles being obtained, thereafter such directly held general intangibles.

(d) The provisions of Section 2(b) above shall not apply to (i) directly held general intangibles to the extent that the restriction on the Grantor granting a security interest therein is not effective under applicable law or (ii) payment intangibles.

3. **Covenants.** The Grantor covenants and agrees with the Administrative Agent as follows:

(a) In the event that the Grantor shall file any application for the registration of any Trademark, Patent or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency of the United States, any State thereof or any other jurisdiction, domestic or foreign, the Grantor shall (i) notify the Administrative Agent at the times set forth in Section 6.2(c) of the Credit Agreement and (ii) promptly and upon request of the Administrative Agent, execute and deliver to the Administrative Agent a supplement hereto (in form and substance reasonably satisfactory to the Administrative Agent) to evidence Administrative Agent's security interests in and Liens upon such Trademark, Patent or Copyright, and all of the general intangibles of the Grantor relating thereto or represented thereby.

(b) The Grantor shall take all actions necessary or appropriate to maintain and pursue each such application, to obtain the relevant registration and to maintain the registration of each of the Trademarks, Patents and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, except, in each case, as otherwise permitted or provided by the Security Agreement or otherwise consented to by the Administrative Agent.

4. **Security Agreement.** The security interests and Liens granted by the Grantor to the Administrative Agent pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by the Grantor to the Administrative Agent pursuant to the Security Agreement. The Grantor and the Administrative Agent expressly agree that each of the security interests and Liens granted under this Intellectual Property Security Agreement and the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the UCC and other Applicable Law. The exercise by the Administrative Agent of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with this Intellectual Property Security Agreement and also the Credit Agreement and the Security Agreement. In the event of any inconsistency between the

terms and conditions of this Intellectual Property Security Agreement and the Credit Agreement and the Security Agreement, then the terms and conditions of the Credit Agreement and the Security Agreement shall prevail.

5. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Loan Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made.

6. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be given in the manner, and deemed received, as provided for in the notice provisions of the Credit Agreement.

7. **Termination.** Subject always to Section 5 hereof, this Intellectual Property Security Agreement shall terminate upon the Payment in Full. Upon any termination of the Liens created hereunder upon the Payment in Full, the Administrative Agent shall, at the sole cost and expense of the Grantor, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the termination of the Liens created hereby.

8. **Choice of Law And Venue; Jury Trial Waiver.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK). THE GRANTOR AND THE ADMINISTRATIVE AGENT HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE SOUTHERN DISTRICT OF NEW YORK. EACH OF THE ADMINISTRATIVE AGENT AND THE GRANTOR ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED

**INSTRUMENT OR LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY THE ADMINISTRATIVE AGENT OR THE GRANTOR, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EACH OF THEM.**

9. **Expenses.** In the event that the Grantor shall fail to comply with the provisions of this Intellectual Property Security Agreement or any other Collateral Document, such that the value of any Intellectual Property Collateral or the validity, perfection, rank or value of any Liens created hereunder is thereby materially diminished or potentially materially diminished or put at risk, the Administrative Agent may, but shall not be required to, effect such compliance on behalf of the Grantor, and the Grantor shall reimburse the Administrative Agent for all of the costs and expenses thereof on demand by the Administrative Agent.

10. **Delivery by Facsimile.** Delivery of the signature pages to this Intellectual Property Security Agreement by facsimile shall be as effective as delivery of manually executed counterparts of this Agreement.

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IN WITNESS WHEREOF, the Grantor has caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

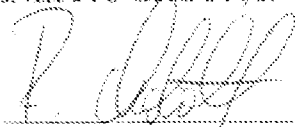
Grantor:

SENTINEL BENEFITS GROUP, INC.

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

Name:

Title:

  
E. Proff  
Regional Person



Accepted and Agreed:

**BANK OF AMERICA, N.A.**  
as Administrative Agent

By: Carol M. Allen

Name:

Title:

Assistant Vice President

**SCHEDULE I**

To

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. TRADEMARK REGISTRATIONS.**

<u>Company</u>		<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Sentinel Group, Inc.	Benefits	Select Choice 401(K)	2752910	August 19, 2003
Sentinel Group, Inc.	Benefits	Total Choice 401(K)	2499833	October 23, 2001
Sentinel Group, Inc.	Benefits	MyFSA.com	2536140	February 4, 2002

**II. TRADEMARK APPLICATIONS.**

<u>Company</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

**III. TRADEMARK LICENSES.**

<u>Company</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

**SCHEDULE II**

To

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. PATENT REGISTRATIONS.**

<u>Company</u>	<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

**II. PATENT APPLICATIONS.**

<u>Company</u>	<u>Patent Application No.</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

**III. PATENT LICENSES.**

<u>Company</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

**SCHEDULE III**

To

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. COPYRIGHT REGISTRATIONS.**

<u>Company</u>	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

**II. COPYRIGHT APPLICATIONS.**

<u>Company</u>	<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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None.

**III. COPYRIGHT LICENSES.**

<u>Company</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.