

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Buckingham Asset Management, Inc		02/01/2007	CORPORATION:
Bam Advisor Services, LLC		02/01/2007	LIMITED LIABILITY COMPANY:
Bemiston Insurance Services, LLC		02/01/2007	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Buckingham Asset Management, LLC		
Street Address:	257 Central Park West		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10024		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2362266		
CORRESPONDENCE DATA			
Fax Number:	(617)772-8333		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	alison.bornstein@weil.com, phyllis.depaola@weil.com		
Correspondent Name:	Weil, Gotshal & Manges c/o Alison Bornstein		
Address Line 1:	100 Federal Street, 34th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	45801.0003		
NAME OF SUBMITTER:	Alison Bornstein		

CH \$40.00 2362266

Signature:	/Alison Bornstein/
Date:	02/02/2007
Total Attachments: 5 source=buckinghamAssignmt#page1.tif source=buckinghamAssignmt#page2.tif source=buckinghamAssignmt#page3.tif source=buckinghamAssignmt#page4.tif source=buckinghamAssignmt#page5.tif	

Execution Copy

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), effective as of this 1st day of February, 2007 (the "Effective Date"), is from Buckingham Asset Management, Inc. ("Buckingham"), BAM Advisor Services, LLC ("BAM") and Bemiston Insurance Services, LLC ("Bemiston") and, together with Buckingham and BAM, the "Assignors") to Buckingham Asset Management, LLC (the "Assignee").

WHEREAS, Assignors are the owners of the trademarks listed in the attached Schedule A (the "Assigned Trademarks").

WHEREAS, Assignee desires to acquire the Assigned Trademarks, and Assignors desire to assign the Assigned Trademarks to Assignee.

WHEREAS, Assignors and Assignee have entered into an Asset Purchase Agreement dated February 1, 2007 (the "Purchase Agreement"), pursuant to which Assignee will acquire the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

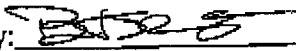
1. Assignors do hereby sell, assign and transfer to Assignee their entire worldwide right, title and interest in the Assigned Trademarks, together with the goodwill connected with and symbolized by the Assigned Trademarks, or to which the Assigned Trademarks pertain, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made, as Assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
2. Assignee is a successor to the Business of the Assignors, or the portion thereof to which the Assigned Trademarks pertain, which Business is ongoing and existing.
3. This Assignment is binding upon, and inures to the benefit of, the parties and their respective legal representatives, successors and assigns.
4. Assignors hereby request the U.S. Commissioner of Patents and Trademarks and/or the applicable foreign authorities to record this Assignment, as to the Assigned Trademarks herein referred to.

5. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Trademarks.
6. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Purchase Agreement.
7. Notwithstanding anything to the contrary, this Assignment does not create, expand or restrict any representation or warranty regarding ownership of the Assigned Trademarks. Such representation or warranties are created, and only created, in the Purchase Agreement.
8. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.
9. Upon reasonable request by Assignee, Assignors will execute any and all additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Assigned Trademarks set forth herein, in the United States or other foreign jurisdictions, as applicable, and to vest in Assignee such right, title, and interest in and to the Assigned Trademarks as granted to Assignee.


[Signatures on Following Page]

IN WITNESS WHEREOF, Assignors have caused this Assignment to be duly executed in duplicate originals by its duly authorized representative as of the day and year first above written.


BUCKINGHAM ASSET MANAGEMENT, INC.

By: 
Name: Bert Schwerter III
Title: President

BAM ADVISOR SERVICES, LLC

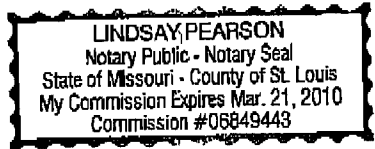
By: 
Name: Bert Schwerter III
Title: Managing Member

BEMISTON INSURANCE SERVICES, LLC

By: 
Name: Bert Schwerter III
Title: Managing Member

[BUCKINGHAM ASSET MANAGEMENT, LLC TRADEMARK ASSIGNMENT]

STATE OF Missouri)
)
COUNTY OF St. Louis) :SS



The foregoing instrument was acknowledged before me this 31st day of January, 2007, by Bert Schweizer III, President of Buckingham Asset Management Inc. a Managing Member of BAM Advisor Services, LLC, a Managing Member of Bemiston Insurance Services, LLC, as his act and deed, and the free act and deed of Buckingham, BAM and Bemiston.

Lindsay Pearson
Notary Public
My commission expires: 3/21/2010

Schedule A**TRADEMARKS**

1. **Buckingham Asset Management, Inc.** (registered name – formerly Littany Financial Planning Services, Inc.)
2. **Design Only**



- Registrant is Buckingham Asset Management, Inc.
- Filing Date August 23, 1999; Published for Opposition April 4, 2000; Registration Date June 27, 2000
- Registration Number – 2362266