

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
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:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bam Advisor Services, LLC		
<b>Street Address:</b>	257 Central Park West		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10024		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2584276	BAM ADVISOR SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)772-8333		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	alison.bornstein@weil.com, phyllis.depaola@weil.com		
<b>Correspondent Name:</b>	Weil, Gotshal & Manges c/o Alison Bornstein		
<b>Address Line 1:</b>	100 Federal Street, 34th Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	45801.0003		
<b>NAME OF SUBMITTER:</b>	Alison Bornstein		

CH \$40.00 2584276

Signature:	/Alison Bornstein/
Date:	02/02/2007
Total Attachments: 5 source=BamTM Assign#page1.tif source=BamTM Assign#page2.tif source=BamTM Assign#page3.tif source=BamTM Assign#page4.tif source=BamTM Assign#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 BAM Advisor Services, 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.

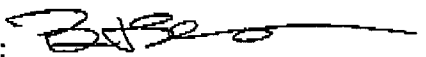
BUCKINGHAM ASSET MANAGEMENT, INC.

By:   
Name: Bert Schweizer III  
Title: President

BAM ADVISOR SERVICES, LLC

By:   
Name: Bert Schweizer III  
Title: Managing Member

BEMISTON INSURANCE SERVICES, LLC

By:   
Name: Bert Schweizer III  
Title: Managing Member

[BAM ADVISOR SERVICES, LLC TRADEMARK ASSIGNMENT]

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



The foregoing instrument was acknowledged before me this 31<sup>st</sup> 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. **BAM Advisor Services LLC** (registered name – formerly Buckingham Asset Management U.S.A., L.L.C.)
2. **The Buckingham Family of Financial Services** (registered as a fictitious name by BAM Advisor Services, LLC – licensed by BAM to both Buckingham and Bemiston)
3. **BAM Advisor Services** (Service Mark for design plus words, letters, and/or numbers)



- Registrant is Buckingham Asset Management, Inc.
- Filing Date August 23, 1999; Published for Opposition April 2, 2002; Registration Date June 25, 2002
- Registration Number – 2584276