

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Buckingham Asset Management. LLC		02/01/2007	LIMITED LIABILITY COMPANY: DELAWARE
BAM Advisor Services, LLC		02/01/2007	LIMITED LIABILITY COMPANY: DELAWARE
BAM Risk Management, LLC		02/01/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2584276	BAM ADVISOR SERVICES
Registration Number:	2362266	

**CORRESPONDENCE DATA**

Fax Number: (617)951-8736  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617-951-8075  
 Email: shannon.mcguire@bingham.com  
 Correspondent Name: Shannon McGuire  
 Address Line 1: 150 Federal Street  
 Address Line 2: Bingham McCutchen LLP  
 Address Line 4: Boston, MASSACHUSETTS 02110

OP \$65.00 2584276

NAME OF SUBMITTER:	Shannon L. McGuire
Signature:	/SLMcGuire/
Date:	02/05/2007

**Total Attachments: 12**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 1, 2007, is entered into by and among BUCKINGHAM ASSET MANAGEMENT, LLC ("BUCKINGHAM"), BAM ADVISOR SERVICES, LLC ("BAM"), BAM RISK MANAGEMENT, LLC ("BAM RISK," together with BUCKINGHAM and BAM and their respective successors in title and assigns, hereinafter called the "Grantors"), 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"), Sentinel Benefits Group Inc. (the "Co-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 dated as of December 31, 2006 and Amendment No. 2 dated as of the date hereof, 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 and the Co-Borrower upon the terms and subject to the conditions contained in the Credit Agreement, each of the Grantors 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 each of the Grantors in order to secure all of the Loan Obligations (as hereinafter defined).

C. Each of the Grantors has executed as of the date hereof the Subsidiary Guarantor Joinder Agreement and Affirmation (the "Joinder Agreement") whereby each of the Grantors joined the Security Agreement (as defined below) and the other Loan Documents as if each Grantor was an original signatory thereto.

D. Each of the Grantors 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 each such 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 Grantors, certain affiliates of the Grantors 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, each of the Grantors 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, each 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 hereof, all of the right, title and interest of each 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 such 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 such 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, each 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 such 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 any of the Grantors, to the extent, in each case, that (i) a security interest may not be granted by such 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 such Grantor granting a security interest therein is not effective under applicable law or (ii) payment intangibles.

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

(a) In the event that such 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, such 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 such Grantor relating thereto or represented thereby.

(b) Each such 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 each Grantor to the Administrative Agent pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by each Grantor to the Administrative Agent pursuant to the Security Agreement. Each 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 any Grantor for liquidation or reorganization, should such 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 such 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 Grantors, promptly execute and deliver to the Grantors such documents as the Grantors 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). EACH OF THE GRANTORS AND THE ADMINISTRATIVE AGENT HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE SOUTHERN DISTRICT OF NEW YORK. THE ADMINISTRATIVE AGENT AND EACH OF THE GRANTORS ACKNOWLEDGE 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 GRANTORS, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EACH OF THEM.

9. **Expenses.** In the event that any or all of the Grantors 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 Grantors, and the Grantors 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.

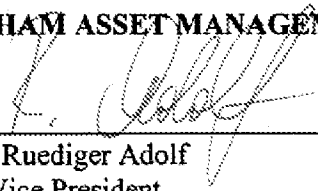
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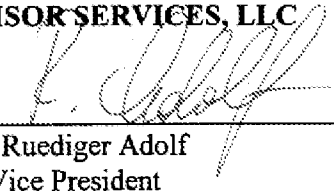
IN WITNESS WHEREOF, each of the Grantors has caused this **INTELLECTUAL PROPERTY SECURITY AGREEMENT** to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

**Grantors:**

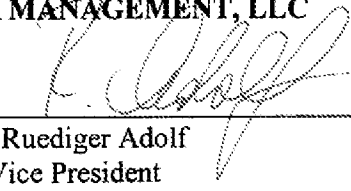
**BUCKINGHAM ASSET MANAGEMENT, LLC**

By:   
Name: Ruediger Adolf  
Title: Vice President

**BAM ADVISOR SERVICES, LLC**

By:   
Name: Ruediger Adolf  
Title: Vice President

**BAM RISK MANAGEMENT, LLC**

By:   
Name: Ruediger Adolf  
Title: Vice President

**\*\*Signature Page to Intellectual Property Security Agreement\*\***

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF - New York )

COUNTY OF New York )

Buckingham Asset Management, LLC  
BAM Advisor Services, LLC  
BAM Risk Management, LLC

On this 30<sup>th</sup> day of JAN., 2007, before me, the undersigned notary public, personally appeared Richard Huff, as Vice President of each of, proved to me through satisfactory evidence of identification, which was known identity, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the Vice President of said corporation.



Notary Public

My commission expires:

TRADEMARK

REEL: 003475 FRAME: 0289

Accepted and Agreed:

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



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

Name: Terrence L. Saxon

Title: Vice President

**\*\*Signature Page to Intellectual Property Security Agreement\*\***

SCHEDULE I

To

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS.

<u>Company</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
BAM ADVISOR SERVICES, LLC	BAM Advisor Services	2584276	June 25, 2002
BUCKINGHAM ASSET MANAGEMENT, LLC	Design Only	2362266	June 27, 2000

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.