

**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>
The Colony Group, LLC		10/01/2011	LIMITED LIABILITY COMPANY: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Colony Group, LLC		
<b>Street Address:</b>	12th Floor 909 3rd Avenue		
<b>Internal Address:</b>	Attn: General Counsel		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3260817	THE COLONY GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)615-5803		
<b>Phone:</b>	713-758-1105		
<b>Email:</b>	iptldocket@velaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	W. Scott Brown		
<b>Address Line 1:</b>	1001 Fannin Street		
<b>Address Line 2:</b>	2500 First City Tower		
<b>Address Line 4:</b>	Houston, TEXAS 77002-6760		
<b>ATTORNEY DOCKET NUMBER:</b>	FOC550		
<b>NAME OF SUBMITTER:</b>	W. Scott Brown		

CH \$40.00 3260817

**900203735**

**TRADEMARK  
 REEL: 004635 FRAME: 0383**

Signature:	/wsb/
Date:	10/04/2011
Total Attachments: 4 source=Trademark Assignment [Executed]#page1.tif source=Trademark Assignment [Executed]#page2.tif source=Trademark Assignment [Executed]#page3.tif source=Trademark Assignment [Executed]#page4.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of October 1, 2011, by and between **The Colony Group, LLC**, a Massachusetts limited liability company (“**Assignor**”) and **The Colony Group, LLC**, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor is the owner of a U.S. trademark registration listed in Exhibit A (“**Trademark**”) attached hereto;

WHEREAS, Assignee is desirous of obtaining the Trademark; and

WHEREAS, Assignor and Assignee are parties to that certain Contribution and Purchase Agreement dated September 1, 2011 (the “**Contribution and Purchase Agreement**”), by and among Focus Financial Partners, LLC, a Delaware limited liability company, Assignee, Assignor and the Principals named therein, whereby, among other things, Assignor has agreed to transfer the Trademark to Assignee.

NOW, THEREFORE, in consideration of the Contribution and Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:


1. Assignor does hereby sell, assign and transfer to Assignee, and its successors and assigns, the entire right, title and interest in the Trademark, together with the goodwill symbolized by said Trademark, as well as any rights Assignor may have acquired by virtue of its use of the Trademark, including any and all legal and equitable causes of action for any past, present or future infringement or unauthorized use of said Trademark and the right to recover for all damages for such infringements, such Trademark to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made;
2. Assignor covenants that it will cooperate with Assignee and perform all such other acts and things as Assignee may reasonably require to more effectively accomplish this assignment, transfer, and recordation; and
3. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding on Assignor and its successors and assigns.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers.

**ASSIGNOR**

**THE COLONY GROUP, LLC**  
**a Massachusetts limited liability company**

By:   
Name: Michael J. Nathanson  
Title: Chief Executive Officer

**ASSIGNEE**

**THE COLONY GROUP, LLC**  
**a Delaware limited liability company**

By: \_\_\_\_\_  
Name: Ruediger Adolf  
Title: Vice President

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers.

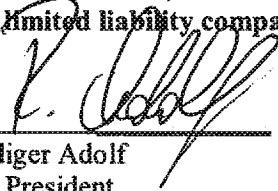
**ASSIGNOR**

**THE COLONY GROUP, LLC**  
a Massachusetts limited liability company

By: \_\_\_\_\_  
Name: Michael J. Nathanson  
Title: Chief Executive Officer

**ASSIGNEE**

**THE COLONY GROUP, LLC**  
a Delaware limited liability company

By:   
Name: Ruediger Adolf  
Title: Vice President

[Signature Page to Trademark Assignment]

**Exhibit A**

**REGISTERED U.S. TRADEMARK**

TRADEMARK	APPLICATION SERIAL NO.	U.S. REGISTRATION NO.	DATE OF REGISTRATION
The Colony Group & Design	78/950,072	3260817	07/10/2007

US 1065610v.3

[Signature Page to Trademark Assignment]