

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Focus Financial Partners, LLC		01/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
Capital Advisory Group, LLC		01/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
Strategic Point Holdings, LLC		01/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
BAM Advisor Services, LLC		01/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
Buckingham Asset Management, LLC		01/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
Hufford Advisors, LLC		01/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
The Colony Group, LLC		01/30/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<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 Association: UNITED STATES

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	2620985	CAPGROUP
Registration Number:	2986805	COMMON SENSE PRICING. UNCOMMON ADVICE.
Registration Number:	2931302	STRATEGICPOINT
Registration Number:	2971680	STRATEGICPOINT
Registration Number:	2864635	STRATEGICPOINT OF VIEW

**TRADEMARK**

OP \$465.00 2620985

Registration Number:	2584276	BAM ADVISOR SERVICES
Registration Number:	2362266	
Serial Number:	85458012	IN CONTEXT
Registration Number:	3875856	BUILDING RELATIONSHIPS BY DOING THE RIGHT THING
Serial Number:	85405492	BAM ADVISOR SERVICES
Registration Number:	3430150	FINANCIAL BREAKTHROUGH
Registration Number:	3430151	THE FINANCIAL BREAKTHROUGH PROGRAM
Registration Number:	3260817	THE COLONY GROUP
Serial Number:	85463799	PASSIONATE ABOUT OUR PURPOSE
Serial Number:	85496470	FOCUS FINANCIAL PARTNERS
Serial Number:	85496478	
Serial Number:	85315892	FOCUS ADVISORS
Serial Number:	85381148	RETIRE ON TIME WITH CONFIDENCE

**CORRESPONDENCE DATA**

Fax Number: (617)951-8736  
Phone: 617-951-8132  
Email: linda.salera@bingham.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Linda A. Salera  
Address Line 1: 1 Federal Street  
Address Line 2: c/o Bingham McCutchen LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/Linda A. Salera/
Date:	01/30/2012

**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 30, 2012 (this "Agreement"), is made by FOCUS FINANCIAL PARTNERS, LLC, a Delaware limited liability company (the "Company"), CAPITAL ADVISORY GROUP, LLC, a Delaware limited liability company ("Capital Advisory"), STRATEGIC POINT HOLDINGS, LLC, a Delaware limited liability company ("Strategic Point"), BAM ADVISOR SERVICES, LLC, a Delaware limited liability company ("BAM Advisory"), BUCKINGHAM ASSET MANAGEMENT, LLC, a Delaware limited liability company ("Buckingham"), HUFFORD ADVISORS, LLC, ("Hufford"), and THE COLONY GROUP, a Delaware limited liability company (the "Colony Group", together with the Company, Capital Advisory, Strategic Point, BAM Advisory, Buckingham and Hufford, together with their respective successors in title and assigns, called the "Grantors"), in favor of BANK OF AMERICA, N.A., as administrative agent for the Secured Parties (in such capacity, as hereinafter defined) (hereinafter, together with its successors in title and assigns, called the "Administrative Agent"), L/C Issuer and Swing Line Lender.

**RECITALS**

**WHEREAS**, this Agreement is required by the terms of that certain Revolving Credit Agreement, dated as of January 30, 2012, by and among the Company, certain Subsidiaries of the Company party thereto from time to time, the Administrative Agent and the Lenders party there to from time to time (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement");

**WHEREAS**, each Grantor desires to grant to the Administrative Agent, for the benefit of the Secured Parties, continuing security interests in and Liens upon all of the Trademark Collateral (as defined below) of such Grantor pursuant to and upon the terms and conditions contained in the Credit Agreement and the Security Agreement, dated as of January 30, 2012, by and among the Grantors, certain affiliates of the Grantors party thereto, and the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, 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, the Credit Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) **“Trademark Collateral”** shall mean, subject to Section 2, 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 divisions, reissues, continuations, extensions or renewals of each of the foregoing;

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

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

(b) **“Credit Agreement”** and **“Security Agreement”** shall have the meanings given to such terms in the recitals hereto.

## 2. **Grant of Security Interests.**

(a) To secure the prompt and complete payment and performance of all and each of the 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 Trademark Collateral.

(b) The grant of the security interest contained in Section 2(a) above shall not extend to, and the term “Trademark Collateral” shall not include, any directly held general intangibles, now or hereafter held or owned by such Grantor, to the extent, in each case, that a security interest may not be granted by such Grantor in such directly held general intangibles either (i) as a matter of law, (ii) under the terms of the governing document applicable thereto, or (iii) without the consent of one or more applicable parties thereto and 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 “Trademark 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. **Security Agreement.** The security interests and Liens granted by each Grantor to the Administrative Agent pursuant to this Agreement are granted in conjunction with the security interests and Liens granted by such 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 made and granted hereby, and any remedies the Administrative Agent may have with respect to any of the Trademark Collateral, are more fully set forth in the Security Agreement. In the event of any inconsistency between the terms and conditions of this Agreement and the Credit Agreement and the Security Agreement, then the terms and conditions of the Credit Agreement and the Security Agreement shall prevail.

4. **Termination.** This 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.


5. **Governing Law; Submission to Jurisdiction; Waiver of Venue; Service of Process; Waiver of Jury Trial.** The terms of Sections 10.14 and 10.15 of the Credit Agreement with respect to governing law, submission to jurisdiction, waiver of venue, service of process and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

6. **Delivery.** Delivery of the signature pages to this Agreement by facsimile or other electronic imaging means (e.g. “pdf” or “tif”) shall be as effective as delivery of manually executed counterparts of this Agreement.

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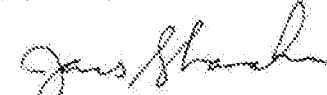
Grantors:

**FOCUS FINANCIAL PARTNERS, LLC**

By:   
Name: James Shanahan  
Title: Chief Financial Officer

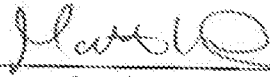
**BAM ADVISOR SERVICES, LLC  
BUCKINGHAM ASSET MANAGEMENT, LLC  
CAPITAL ADVISORY GROUP, LLC  
HUFFORD ADVISORS, LLC  
STRATEGIC POINT HOLDINGS, LLC  
THE COLONY GROUP, LLC**

By: **FOCUS OPERATING, LLC,**  
*its Member*

By:   
Name: James Shanahan  
Title: Chief Financial Officer

The Administrative Agent:

BANK OF AMERICA, N.A.

By:   
Name: Matthew Hichborn  
Title: Assistant Vice President

Signature Page to Trademark Security Agreement

TRADEMARK  
REEL: 004707 FRAME: 0142

**SCHEDULE I**

**TO**

**TRADEMARK SECURITY AGREEMENT**

**I. TRADEMARK REGISTRATIONS.**

<u>COMPANY</u>	<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>DATE</u>
Capital Advisory Group, LLC	Word Mark: CAPGROUP	2620985	9/17/02
Strategic Point Holdings, LLC	Word Mark: COMMON SENSE PRICING. UNCOMMON ADVICE.	2986805	8/23/05
Strategic Point Holdings, LLC	Word Mark: STRATEGICPOINT	2931302	3/8/05
Strategic Point Holdings, LLC	Word Mark: STRATEGICPOINT (and design)	2971680	7/19/05
Strategic Point Holdings, LLC	Word Mark: STRATEGICPOINT OF VIEW	2864635	7/20/04
BAM Advisor Services, LLC	Word Mark: BAM ADVISOR SERVICES	2584276	6/25/02
Buckingham Asset Management, LLC	Mark Drawing Code: 26.01.02 - Circles, plain single line; Plain single line circles 26.01.04 - Circles with two breaks or divided in the middle 26.19.05 - Prisms ; Pyramids	2362266	6/27/00
Buckingham Asset Management LLC	Word Mark: IN CONTEXT	85458012	10/27/11
Buckingham Asset Management, LLC	Word Mark: BUILDING RELATIONSHIPS BY DOING THE RIGHT THING	3875856	11/16/10
Buckingham Asset Management LLC	Mark Drawing Code: 26.01.18 - Circles, three or more concentric; Concentric circles, three or more; Three or more concentric circles 26.01.21 - Circles that are totally or partially shaded. 26.01.26 - Coils; Spirals; Swirls	85405492	8/24/11
Hufford Advisors, LLC	Word Mark: FINANCIAL BREAKTHROUGH	3430150	5/20/08
Hufford Advisors, LLC	Word Mark: THE FINANCIAL	3430151	5/20/08



	BREAKTHROUGH PROGRAM		
The Colony Group, LLC	Word Mark: The Colony Group	3260817	7/10/07

## II. TRADEMARK APPLICATIONS.

<u>COMPANY</u>	<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>DATE</u>
Focus Financial Partners, LLC	Word Mark: Passionate About Our Purpose	Serial Number: 85463799	11/3/11
Focus Financial Partners, LLC	Word Mark: FOCUS FINANCIAL PARTNERS	Serial Number: 85496470	12/15/11
Focus Financial Partners, LLC	Service Mark: 26.05.15 - Four or more triangles; Triangles - four or more 26.05.21 - Triangles that are completely or partially shaded 26.15.09 - Polygons made of geometric figures, objects, humans, plants or animals 26.15.21 - Polygons that are completely or partially shaded	Serial Number: 85496478	12/15/11
Focus Financial Partners, LLC	Word Mark: Focus Advisors	Serial Number: 85315892	5/9/11
Hufford Advisors, LLC	Word Mark: RETIRE ON TIME WITH CONFIDENCE	Serial Number: 85381148	7/26/11

## III. TRADEMARK LICENSES.

None.