

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		07/10/2012	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Focus Financial Partners, LLC		
Street Address:	909 Third Avenue, 12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85561406	F.I.R.S.T. FOCUS INDEX FOR READINESS IN SUCCESSION AND TRANSITION	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-951-8132		
Email:	linda.salera@bingham.com		
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/		

OP \$40.00 85561406

Date:

07/19/2012

Total Attachments: 4

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TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this "**Release**"), is entered into as of July 10, 2012 by **BANK OF AMERICA, N.A.**, a national association with a place of business at 100 Federal Street, Boston, Massachusetts 02110 (the "**Administrative Agent**"), in connection with the grant of security interests in the Trademark Collateral (as defined below) held by **FOCUS FINANCIAL PARTNERS, LLC**, a Delaware corporation with a place of business at 909 Third Avenue, 12th Floor, New York, NY 10022 ("**Grantor**"), in favor of the Administrative Agent.

WITNESSETH:

WHEREAS, Grantor had entered into one or more of those certain trademark security agreements with Administrative Agent (i) dated as of January 30, 2012 (as amended, restated, supplemented or otherwise modified from time to time) which was recorded in the Trademark Division of the United States Patent and Trademark Office on January 30, 2012 at Reel 004707, Frame 0136 and (ii) dated as of March 12, 2012 (as amended, restated, supplemented or otherwise modified from time to time) which was recorded in the Trademark Division of the United States Patent and Trademark Office on April 11, 2012 at Reel 004754, Frame 0750, in each case, for the purpose of providing certain trademarks and trademark applications as collateral security for the payment and performance of certain obligations of Grantor to the Administrative Agent, including, without limitation, the trademarks and trademark applications set forth on Schedule A attached hereto; and

WHEREAS, Grantor has requested that Administrative Agent release the entirety of its security interests in and lien on the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. Definitions. The term "**Trademark Collateral**", as used herein, shall mean all of Grantor's right, title and interest of every kind and nature as of the date hereof in all of Grantor's trademarks (including, without limitation, those trademark registrations and trademark applications listed on Schedule A attached hereto).

2. Release of Security Interest. The Administrative Agent hereby terminates, cancels, releases and discharges all of its security interests in the Trademark Collateral and hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by the Administrative Agent, all of said Administrative Agent's right, title and interest in and to the Trademark Collateral.

3. Further Assurances. The Administrative Agent agrees to take such further action as may be reasonably requested by Grantor, from time to time, at Grantor's expense, to effectuate and carry out the provision and intent of this Release.

4. Governing Law. THIS TERMINATION AND RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND

CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE
OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

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[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed as of the day and year first above written.

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

By: CP Busconi
Name: Christopher P. Busconi
Title: Senior Vice President

SCHEDULE I

I. Additional Trademark Registrations

<u>Company</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>
Focus Financial Partners, LLC	F.I.R.S.T. FOCUS INDEX FOR READINESS IN SUCCESSION AND TRANSITION (4) standard character mark	85561406	March 6, 2012