

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LVW Advisors, LLC		07/10/2012	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 Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85537361	YOUR FINANCIAL GPS WITH A MORAL COMPASS.	
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/		
Date:	07/19/2012		

OP \$40.00 85537361

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 10, 2012 (this "Agreement"), is made by LVW ADVISORS, LLC (hereinafter, together with their respective successors in title and assigns, called the "Grantor"), 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 Focus Financial Partners, LLC, a Delaware limited liability company (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, the 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, the 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 the 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 the 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 the 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, the 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 the 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. The 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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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

Grantor:


LVW ADVISORS, LLC

By:  _____

Name: James Shanahan
Title: Authorized Agent

The Administrative Agent:

BANK OF AMERICA, N.A.

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

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS.

None.

II. TRADEMARK APPLICATIONS.

<u>Company</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Filing Date</u>
LVW Advisors, LLC	YOUR FINANCIAL GPS WITH A MORAL COMPASS (4) standard character mark	Serial Number: 85537361	2/8/12

III. TRADEMARK LICENSES.

None.