

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
James N. Whiddon		07/01/2013	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Buckingham Asset Management, LLC		
<b>Street Address:</b>	825 Third Avenue, 27th Floor		
<b>Internal Address:</b>	c/o Focus Financial Partners, LLC		
<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: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77164457	THE INVESTING REVOLUTION	
<b>Serial Number:</b>	77540059	JWA	
<b>Serial Number:</b>	85742716	REALLIFE	
<b>Serial Number:</b>	85742830	REDUCING REALLIFE RISKS RAISING REALLIFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6179518736		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	617-951-8132		
<b>Email:</b>	linda.salera@bingham.com		
<b>Correspondent Name:</b>	Linda A. Salera		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	c/o Bingham McCutchen LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Linda A. Salera		

OP \$115.00 77164457

Signature:	/Linda A. Salera/
Date:	07/02/2013
<b>Total Attachments: 6</b> source=Focus_Intellectual Property Assignment (July 1st)#page1.tif source=Focus_Intellectual Property Assignment (July 1st)#page2.tif source=Focus_Intellectual Property Assignment (July 1st)#page3.tif source=Focus_Intellectual Property Assignment (July 1st)#page4.tif source=Focus_Intellectual Property Assignment (July 1st)#page5.tif source=Focus_Intellectual Property Assignment (July 1st)#page6.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment"), effective as of this 1<sup>st</sup> day of July, 2013 (the "Effective Date"), is by and between James N. Whiddon (the "Assignor"), and Buckingham Asset Management, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, the Assignor is the owner of the Intellectual Property listed in the attached Schedule A ("the Assigned Intellectual Property"); and

WHEREAS, Assignee desires to acquire the Assigned Intellectual Property and Assignor desires to assign the Assigned Intellectual Property to Assignee; and

WHEREAS, Assignor and Assignee have entered into that certain Contribution and Purchase Agreement dated July 1, 2013 ("the Purchase Agreement"), by and among Focus Financial Partners, LLC, a Delaware limited liability company, Assignor, Assignee and the Seller named therein (all capitalized terms not otherwise defined in this Assignment will have the respective meanings set forth in the Purchase Agreement), whereby, among other things, Assignor has agreed to transfer the Assigned Intellectual Property to the Assignee.

NOW, THEREFORE, in consideration of the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

**1.** Assignor does hereby sell, assign and transfer to Assignee its entire worldwide right, title and interest in the Assigned Intellectual Property, together with the goodwill connected with and symbolized by the Assigned Intellectual Property, or to which the Assigned Intellectual Property pertains, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Assigned Intellectual Property are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as Assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

**2.** Assignee is a successor to the Business of the Seller, or the portion thereof to which the Assigned Intellectual Property pertains, which Business is ongoing and existing.

**3.** This Assignment is binding upon, and inures to the benefit of, the parties and their respective legal representatives, successors and assigns.

**4.** 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.

**5.** It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Intellectual Property.

6. Notwithstanding anything to the contrary, this Assignment does not create, expand or restrict any representation or warranty regarding ownership of the Assigned Intellectual Property. Such representation or warranties are created, and only created, in the Purchase Agreement.

7. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.

8. Upon reasonable request by Assignee, Assignor will execute any and all additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Assigned Intellectual Property set forth herein, in the United States or other foreign jurisdictions, as applicable, and to vest in Assignee such right, title, and interest in and to the Assigned Intellectual Property as granted to Assignee.

*[Signatures Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first written above.

**ASSIGNOR:**

**JAMES N. WHIDDON**

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

**ASSIGNEE:**

**BUCKINGHAM ASSET MANAGEMENT, LLC**

By: \_\_\_\_\_  
Name: Ruediger Adolf  
Title: Authorized Person

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first written above.

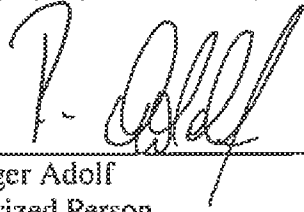
**ASSIGNOR:**

**JAMES N. WHIDDON**

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

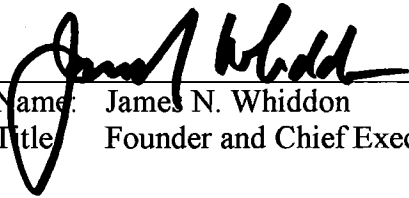
**ASSIGNEE:**

**BUCKINGHAM ASSET MANAGEMENT, LLC**

By:  \_\_\_\_\_  
Name: Ruediger Adolf  
Title: Authorized Person

Acknowledged and agreed:

**JWA FINANCIAL GROUP, INC.**

  
Name: James N. Whiddon  
Title: Founder and Chief Executive Officer

**Schedule A**

**INTELLECTUAL PROPERTY**

<b>DESCRIPTION</b>	<b>Serial No.</b>	<b>Filing Date/ Date of Publication/ Date of Creation</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status/ Comments</b>
COPYRIGHT "Storm the walls: the methods of Wall Street exposed and how every investor can triumph"	n/a	2004	TXu001172337	4/26/2004	REGISTERED
COPYRIGHT There for the taking: the methods of Wall Street exposed & how to create wealth without worry	n/a	07/23/04	TX0006034893	8/23/2004	REGISTERED
COPYRIGHT "Wealth without worry: the methods of Wall Street exposed"	n/a	05/05/05	TX0006034893	5/20/2005	REGISTERED
US TRADEMARK "The Investing Revolution"	77/164,457	04/24/07	3,368,223	1/15/2008	REGISTERED
US TRADEMARK "JWA"	77/540,059	08/06/08	3,586,921	3/10/2009	REGISTERED
US TRADEMARK "RealLife"	85/742,716	10/01/12	4346323	6/04/2013	REGISTERED
US TRADEMARK "Reducing RealLife Risks Raising RealLife Returns"	85/742,830	10/01/12	4346326	6/04/2013	REGISTERED