

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|---|-------------------------------------|--------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Intellectual Property Assignment | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Telemus Capital Partners, LLC | | 08/01/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Telemus Capital, LLC | | |
| Street Address: | 825 Third Avenue, 27th Floor | | |
| Internal Address: | c/o Focus Financial Partners, LLC | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85122054 | TELEMUS | |
| Serial Number: | 78600966 | TELEMUS CAPITAL PARTNERS | |
| Serial Number: | 78665344 | FAMILY FINANCIAL OFFICER | |
| Serial Number: | 85122057 | TELEMUS CAPITAL | |
| 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: | One Federal Street | | |
| Address Line 2: | c/o Bingham McCutchen LLP | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |

OP \$115.00 85122054

| | |
|--|-------------------|
| NAME OF SUBMITTER: | Linda A. Salera |
| Signature: | /Linda A. Salera/ |
| Date: | 08/05/2013 |
| Total Attachments: 5 source=Telemus Capital Partners_Telemus Capital Intellectual Property Assignment (Trademarks)#page1.tif source=Telemus Capital Partners_Telemus Capital Intellectual Property Assignment (Trademarks)#page2.tif source=Telemus Capital Partners_Telemus Capital Intellectual Property Assignment (Trademarks)#page3.tif source=Telemus Capital Partners_Telemus Capital Intellectual Property Assignment (Trademarks)#page4.tif source=Telemus Capital Partners_Telemus Capital Intellectual Property Assignment (Trademarks)#page5.tif | |

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment"), effective as of this 1st day of August, 2013 (the "Effective Date"), is by and between Telemus Capital Partners, LLC (the "Assignor"), and Telemus Capital, 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 August 1, 2013 ("the Purchase Agreement"), by and among Focus Financial Partners, LLC, a Delaware limited liability company, Telemus Insurance Services, LLC, Assignor, Assignee, the other Sellers named therein and the Principals 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 Assignor, 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.

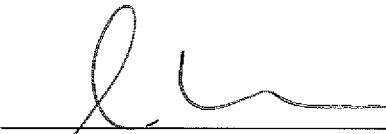
8. Upon reasonable request by Assignee, Assignor will execute any and all additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Assigned Intellectual Property set forth herein, in the United States or other foreign jurisdictions, as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

TELEMUS CAPITAL PARTNERS, LLC

By: 
Name: Gary Ran

ASSIGNEE:

TELEMUS CAPITAL, 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:

TELEMUS CAPITAL PARTNERS, LLC

By: _____
Name: Gary Ran

ASSIGNEE:

TELEMUS CAPITAL, LLC

By:  _____
Name: Ruediger Adolf
Title: Authorized Person

Schedule A

INTELLECTUAL PROPERTY

I. Trademarks

| Owner | Description | Serial No. | Filing Date | Reg. No. | Reg. Date | Status |
|-------------------------------|---|------------|-------------------|----------|--------------------|------------|
| Telemus Capital Partners, LLC | Word Mark TELEMUS (4) STANDARD CHARACTER MARK | 85122054 | September 2, 2010 | 4025069 | September 13, 2011 | Registered |
| Telemus Capital Partners, LLC | Word Mark TELEMUS CAPITAL PARTNERS (4) STANDARD CHARACTER MARK | 78600966 | April 4, 2005 | 3079332 | April 11, 2006 | Registered |
| Telemus Capital Partners, LLC | Word Mark FAMILY FINANCIAL OFFICER (4) STANDARD CHARACTER MARK | 78665344 | July 7, 2005 | 3288794 | September 4, 2007 | Registered |
| Telemus Capital Partners, LLC | Word Mark TELEMUS CAPITAL (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS | 85122057 | September 2, 2010 | 3988729 | July 5, 2011 | Registered |

II. Other Intellectual Property

Rights to Beacon "lighthouse" logo/mark acquired in purchase of Beacon Investment Company.