

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338057

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Classic Capital, Inc.		04/01/2015	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Buckingham Asset Management, LLC		
Street Address:	909 Third Avenue, 12th 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: 1			
Property Type	Number	Word Mark	
Registration Number:	3557579	CLASSIC 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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	04/13/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of April 1, 2015, by and between Classic Capital, Inc., a New Jersey corporation (the "Assignor") and Buckingham Asset Management, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of April 1, 2015 by and among Focus Financial Partners, LLC, a Delaware limited liability company, Buckingham Asset Management, LLC, a Delaware limited liability company, Classic Capital, Inc., a New Jersey corporation and Jay B. Leonard (the "Acquisition Agreement"); and

WHEREAS, pursuant to the Acquisition Agreement, Assignor has assigned to Assignee, and Assignee has acquired from Assignor, the entire right, title and interest in and to the trademark registrations set forth on Schedule A (the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable on or after the date hereof, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

The Assignor hereby consents to the recordation of this Assignment with the United States Patents and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries.

The Assignor shall, at Assignee's expense (with reasonable compensation from Assignee to such Assignor), take reasonable further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein

that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation, recordation or perfection of this Assignment in all applicable jurisdictions throughout the world.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR

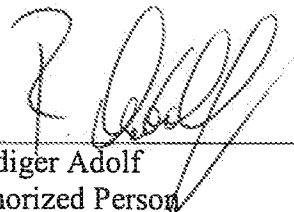
CLASSIC CAPITAL, INC.

By: _____
Name: Jay B. Leonard
Title: President

ASSIGNEE

**BUCKINGHAM ASSET MANAGEMENT,
LLC**

By: _____
Name: Ruediger Adolf
Title: Authorized Person



IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR

ASSIGNEE

CLASSIC CAPITAL, INC.

**BUCKINGHAM ASSET MANAGEMENT,
LLC**

By: *Jay B Leonard*
Name: Jay B. Leonard
Title: President

By: _____
Name: Ruediger Adolf
Title: Authorized Person

SCHEDULE A
TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Description/Trademark	Serial #	Filing Date	Reg. No.	Registration Date
Classic Capital, Inc. Corporation	"CLASSIC CAPITAL" (4) STANDARD CHARACTER MARK	78816230	February 16, 2006	3557579	January 6, 2009

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