

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fort Pitt Capital Group, Inc.		10/01/2015	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Fort Pitt Capital Group, LLC		
Street Address:	825 Third Avenue, 27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2052925	FORT PITT	
Registration Number:	2125390	FORT PITT CAPITAL GROUP	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
	<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:	202.739.5151		
Email:	dgross@morganlewis.com, ateixeira@morganlewis.com		
Correspondent Name:	Dana S. Gross		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 2:	Attention: TMSU		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Dana S. Gross		
SIGNATURE:	/Dana S. Gross/		
DATE SIGNED:	10/23/2015		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of October 1, 2015, is made by Fort Pitt Capital Group, Inc., a Pennsylvania corporation (“**Seller**”), in favor of Fort Pitt Capital Group, LLC, a Delaware limited liability company (“**Purchaser**”),

RECITALS

WHEREAS, Focus Financial Partners, LLC, a Delaware limited liability company, Seller, Purchaser, Michael Blehar, Theodore M. Bovard and Charles A. Smith have executed and delivered the Contribution and Purchase Agreement (the “**Purchase Agreement**”) as of the date hereof; and

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Purchaser certain trademarks of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the US Patent and Trademark Office (“**USPTO**”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. **Assignment**. In partial consideration of the First Payment of Purchase Price, Seller hereby irrevocably conveys, transfers and assigns to Purchaser all of Seller’s right, title and interest in and to the following (collectively, the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) all (i) trademarks, service marks, trade names, trade dress, labels, logos, and all other names and slogans associated with any products or services of the Business, or embodying the goodwill of the Business, including the “Fort Pitt Capital” name and mark, and any derivative of any of the foregoing, all registrations and applications for registration for any of the foregoing in any jurisdiction throughout the world, all common law rights in and to any of the foregoing in any jurisdiction throughout the world, and any goodwill or common law rights associated therewith, (ii) issuances, extensions and renewals of such registrations and applications for registration for the foregoing in any jurisdiction throughout the world, and (iii) similar intangible property and related proprietary rights, interests and protections, howsoever arising, pursuant to any law throughout the world;

(b) without limiting the generality of the foregoing, the trademarks, trademark registrations and trademark applications set forth on **Schedule 1** hereto and all issuances, extensions and renewals thereof;

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(c) all licenses and similar contractual rights with respect to any of the foregoing granted by Seller to any third party (“**Licenses**”);

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(e) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Seller authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Purchaser. Seller shall execute any and all documents and take all other further actions as reasonably requested by Purchaser to transfer ownership of the Assigned Trademarks including transfers and related powers of attorney.

3. **Representations and Warranties.** The representations and warranties of Seller regarding the Assigned Trademarks, in particular, and Intellectual Property, in general, are as set forth in Section 4.16 of the Purchase Agreement.

4. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by an internationally recognized overnight courier (receipt requested), including United Parcel Service or Federal Express; or (c) when received by the addressee if sent by United States mail (postage prepaid, return receipt requested). Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this section):

If to Seller: Fort Pitt Capital Group, Inc.
Foster Plaza Ten
680 Andersen Drive
Pittsburgh, PA 15220
Attention: Michael Blehar, Theodore
Bovard and Charles Smith

If to Purchaser: Focus Financial Partners, LLC
825 Third Avenue, 27th Floor

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New York, NY 10022
Attention: General Counsel

5. **Interpretation; Headings.** For purposes of this Trademark Assignment, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Trademark Assignment as a whole, except where the context requires otherwise. This Trademark Assignment shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Trademark Assignment are for reference purposes only and shall not affect the interpretation of this Trademark Assignment. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement.
6. **Severability.** If any term or provision of this Trademark Assignment is deemed to be invalid, illegal or unenforceable in any jurisdiction, such term or provision shall be deemed to be severed herefrom in such jurisdiction, and such invalidity, illegality or unenforceability shall not affect any other term or provision of this Trademark Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.
7. **Entire Agreement.** This Trademark Assignment, including **Schedule 1** hereto, which is incorporated herein by reference and made a part hereof, together with the relevant sections of the Purchase Agreement, constitutes the sole and entire agreement of the parties to this Trademark Assignment with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, whether written, oral, express, or implied, with respect to such subject matter.
8. **Inurement; No Third Party Beneficiaries.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Trademark Assignment shall have no third party beneficiaries.
9. **Amendment; Waiver.** This Trademark Assignment may only be amended, modified or supplemented by an instrument in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Trademark Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
10. **Governing Law.** This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of New York without regard for any conflict of law rules or principles that would require the application of the laws of any other jurisdiction.

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The parties hereby irrevocably submit to the jurisdiction of any state court or federal court in the County of New York, State of New York, in any suit, action or proceeding arising out of or relating to this Trademark Assignment.

11. **Specific Performance**. The parties agree that irreparable damage would occur if any provision of this Trademark Assignment were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

12. **Counterparts**. This Trademark Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[SIGNATURE LINES FOLLOW ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first above written.

Seller:

Fort Pitt Capital Group, Inc.

By: 

Name: Charles A. Smith

Title: Executive Vice President

Purchaser:

Fort Pitt Capital Group, LLC

By: _____

Name: Ruediger Adolf

Title: Authorized Person

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first above written.

Seller:

Fort Pitt Capital Group, Inc.

By: _____

Name: Charles A. Smith

Title: Executive Vice President

Purchaser:


Fort Pitt Capital Group, LLC

By: _____

Name: Ruediger Adolf

Title: Authorized Person

**SCHEDULE 1
ASSIGNED TRADEMARKS**

	SERIAL NUMBER	REGISTRATION NUMBER	SERVICE MARK
1.	75/135,081	2052925	FORT PITT
2.	75/204,597	2125390	FORT PITT CAPITAL GROUP and Design  FORT PITT CAPITAL GROUP

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RECORDED: 10/23/2015

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