

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366337

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Focus Financial Partners, LLC		12/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
Atlas Private Wealth Management, LLC		12/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
BAM Advisor Services, LLC		12/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
Beirne Wealth Consulting Services, LLC		12/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
Relative Value Partners Group, LLC		12/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
Resnick Investment Advisors, LLC		12/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
Sapient Private Wealth Management Services, LLC		12/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
Telemus Capital, LLC		12/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
The Portfolio Strategy Group, LLC		12/17/2015	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: 16			
Property Type	Number	Word Mark	
Serial Number:	86792063	ATLAS PRIVATE WEALTH MANAGEMENT	
Registration Number:	4469410	BAM ADVISOR SERVICES	
Registration Number:	4512761	BAM ADVISOR SERVICES	
Serial Number:	86723628	BW	
Serial Number:	86723632	BW BEIRNE WEALTH CONSULTING	

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Property Type	Number	Word Mark
Serial Number:	86723636	BW BEIRNE WEALTH CONSULTING OUTCOMES MAT
Serial Number:	86724953	FOCUS CONNECTIONS
Serial Number:	86764480	FOCUS INDEPENDENCE
Registration Number:	4579608	FOCUS SUCCESSIONS
Serial Number:	86787827	RELATIVE VALUE PARTNERS
Serial Number:	86828616	RESNICK ADVISORS
Serial Number:	86501930	TO SERVE AND IMPROVE THE LIVES OF OUR CL
Serial Number:	86711533	SAPIENT PRIVATE WEALTH MANAGEMENT
Serial Number:	86628541	TELEMUS
Serial Number:	86628542	TELEMUS ENRICH YOUR LIFE. ENJOY YOUR WEA
Serial Number:	86780338	THE PORTFOLIO STRATEGY GROUP

CORRESPONDENCE DATA

Fax Number: 6179518736

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.

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:	12/17/2015

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (this “Agreement”), dated as of December 17, 2015, is made by the entities listed on Schedule I (each a “Grantor” and collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., as Administrative Agent for the Secured Parties under and as defined in the Credit Agreement (as defined below).

RECITALS

WHEREAS, Each Grantor is party to (i) that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of December 10, 2013, by and among each Grantor, certain of its affiliates party thereto from time to time, the Administrative Agent and the Lenders party thereto from time to time (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “Credit Agreement”), (ii) that certain Security Agreement, dated as of January 30, 2012 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “Security Agreement”), by and among each Grantor, certain of its affiliates party thereto from time to time, and the Administrative Agent, and (iii) that certain Trademark Security Agreement, dated as of January 30, 2012 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “Trademark Agreement”), by and among each Grantor, certain of its affiliates party thereto from time to time and the Administrative Agent;

WHEREAS, each Grantor has acquired additional Trademarks and, as required by the Security Agreement, desires to supplement the Trademark Agreement as set forth herein;

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, each Grantor hereby promises, covenants and unconditionally and irrevocably agrees with the Administrative Agent as follows:

- 1. Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.
- 2. Grant of Security Interest in Trademark Collateral.** Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Lenders a lien on and a security interest in and to all of its right, title and interest in, to and under all:
 - (a) Trademarks for which registrations or applications for registration are listed on Schedule II attached hereto;
 - (b) Goodwill associated with such Trademarks; and
 - (c) Proceeds of any and all of the foregoing.
- 3. Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks

made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

4. 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 each Grantor hereby agrees to such terms.


5. 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, each 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.

Grantors:


FOCUS FINANCIAL PARTNERS, LLC

By: 
Name: James Shanahan
Title: Authorized Person

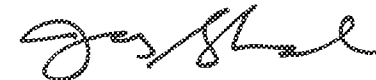
**ATLAS PRIVATE WEALTH MANAGEMENT,
LLC**

By: 
Name: James Shanahan
Title: Authorized Person

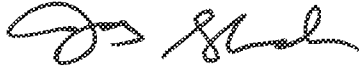
BAM ADVISOR SERVICES, LLC

By: 
Name: James Shanahan
Title: Authorized Person


**BEIRNE WEALTH CONSULTING SERVICES,
LLC**

By: 
Name: James Shanahan
Title: Authorized Person


RELATIVE VALUE PARTNERS GROUP, LLC

By: 
Name: James Shanahan
Title: Authorized Person


RESNICK INVESTMENT ADVISORS, LLC

By: 
Name: James Shanahan
Title: Authorized Person


**SAPIENT PRIVATE WEALTH
MANAGEMENT SERVICES, LLC**

By: 
Name: James Shanahan
Title: Authorized Person

TELEMUS CAPITAL, LLC

By: 
Name: James Shanahan
Title: Authorized Person

THE PORTFOLIO STRATEGY GROUP, LLC

By: 
Name: James Shanahan
Title: Authorized Person

The Administrative Agent:

BANK OF AMERICA, N.A.,



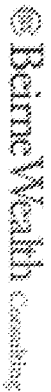
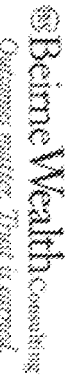

By: CP Busoni
Name: Christopher P. BUSONI
Title: SVP



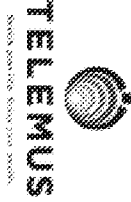
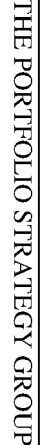
Schedule I

Grantors

Focus Financial Partners, LLC
Atlas Private Wealth Management, LLC
BAM Advisor Services, LLC
Bernie Wealth Consulting Services, LLC
Relative Value Partners Group, LLC
Resnick Investment Advisors, LLC
Sapient Private Wealth Management Services, LLC
Telemus Capital, LLC
The Portfolio Strategy Group, LLC

Schedule II
Trademarks

Owner	Description/Trademark	Serial #	Filing Date	Reg. No.	Registration Date
Atlas Private Wealth Management, LLC	ATLAS PRIVATE WEALTH MANAGEMENT	86/792,063	10/19/2015		
BAM Advisor Services, LLC	BAM ADVISOR SERVICES	85/907,787	04/18/2013	4,469,410	01/21/2014
BAM Advisor Services, LLC		86/006,985	07/10/2013	4,512,761	04/08/2014
Beirne Wealth Consulting Services, LLC		86/723,628	08/13/2015		
Beirne Wealth Consulting Services, LLC		86/723,632	08/13/2015		
Beirne Wealth Consulting Services, LLC		86/723,636	08/13/2015		
Focus Financial Partners, LLC	FOCUS CONNECTIONS	86/724,953	08/14/2015		
Focus Financial Partners, LLC	FOCUS INDEPENDENCE	86/764,480	09/22/2015		
Focus Financial Partners, LLC	FOCUS SUCCESSIONS	86/141,681	12/12/2013	4,579,608	08/05/2014
Relative Value Partners Group, LLC		86/787,827	10/14/2015		
Resnick Investment Advisors, LLC	RESNICK ADVISORS	86/828,616	11/23/2015		
Resnick Investment Advisors, LLC	TO SERVE AND IMPROVE THE LIVES OF OUR CLIENTS, OUR COLLEAGUES, AND OUR COMMUNITY	86/501,930	01/13/2015		

Sapient Private Wealth Management Services, LLC		86/711.533	07/31/2015		
Telemus Capital, LLC		86/628.541	05/13/2015		
Telemus Capital, LLC		86/628.542	05/13/2015		
The Portfolio Strategy Group, LLC		86/780.338	10/07/2015		

TRADEMARK

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