

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403327

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chuck Ebersole		10/06/2016	INDIVIDUAL: UNITED STATES
Elfrena Foord		10/06/2016	INDIVIDUAL: UNITED STATES
Carol Van Bruggen		10/06/2016	INDIVIDUAL: UNITED STATES
Laura Harger Pajak		10/06/2016	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	HoyleCohen, 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: 1			
Property Type	Number	Word Mark	
Serial Number:	76479083	THE WEALTH & BEYOND PROGRAM	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	10/26/2016		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment") is made as of October 6, 2016 by each of the individuals set forth under the heading "Sellers" on the signature page hereto (each, a "Seller" and, collectively, the "Sellers"), in favor of HOYLECOHEN, LLC, a Delaware limited liability company (the "Purchaser").

RECITALS

WHEREAS, the Sellers and the Purchaser and have executed and delivered that certain Trademark Acquisition and Grant-Back License Agreement (the "Purchase Agreement") as of the date hereof; and

WHEREAS, under the terms of the Purchase Agreement, the Sellers have conveyed, transferred and assigned to the Purchaser certain trademarks of the Sellers, and have agreed to execute and deliver this Trademark Assignment, for recording with the U.S. Patent and Trademark Office (the "USPTO").

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

Section 1. Assignment. Pursuant to the Purchase Agreement, the Sellers hereby irrevocably convey, transfer and assign to the Purchaser all of the Sellers' 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) the trademarks, trademark registrations and trademark applications set forth on **Schedule 1** hereto and all issuances, extensions and renewals thereof;

(b) 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;

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

(d) 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.

Section 2. Recordation and Further Actions. The Sellers authorize 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 the Purchaser. The Sellers shall execute any and all documents and take all other further actions as reasonably requested by the

Purchaser to transfer ownership of the Assigned Trademarks including transfers and related powers of attorney.

Section 3. Representations and Warranties. The representations and warranties of the Sellers regarding the Assigned Trademarks are as set forth in the Purchase Agreement.

Section 4. Notices. All notices and other communications hereunder shall be in writing and delivered in accordance with Section 12(b) of the Purchase Agreement.

Section 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.

Section 6. Severability. Any term or provision of this Trademark Assignment that is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction or other authority declares that any term or provision hereof is invalid, void or unenforceable, the parties agree that the court making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

Section 7. Entire Agreement; No Third Party Beneficiaries. 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, (a) constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and thereof and (b) are not intended to confer upon any person other than the parties hereto any rights or remedies hereunder and shall have no third party beneficiaries.

Section 8. Amendment; Waiver. This Trademark Assignment may be amended, modified and supplemented in any and all respects, but only by a written instrument signed by all of the parties hereto expressly stating that such instrument is intended to amend, modify or supplement this Trademark Assignment

Section 9. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of California without regard for any

conflict of law rules or principles that would require the application of the laws of any other jurisdiction. The parties hereby irrevocably submit to the jurisdiction of any state court or federal court in the County of Los Angeles, State of California, in any suit, action or proceeding arising out of or relating to this Trademark Assignment.

Section 10. 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.

Section 11. Counterparts. This Trademark Assignment may be executed in one or more counterparts, including by facsimile signature, portable document format (.pdf) signature or similar electronic signature delivery, all of which shall be considered originals and taken together shall constitute one and the same Trademark Assignment and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties.

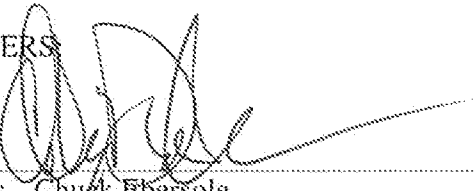
[Signature Page Follows]

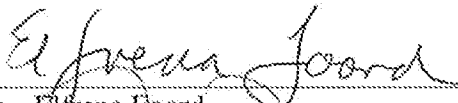
IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first above written.

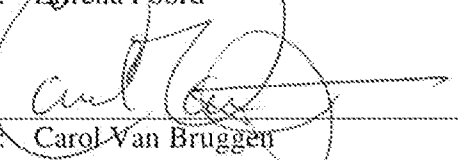
PURCHASER:


HOYLECOHEN, LLC

By: 
Name: Mark Delfino
Title: Senior Managing Director

SELLERS
By: 
Name: Chuck Ebersole

By: 
Name: Elfrena Foord

By: 
Name: Carol Van Bruggen

By: 
Name: Laura Harger Pajak

[SIGNATURE PAGE TO HOYLECOHEN TRADEMARK ASSIGNMENT AGREEMENT]

Schedule I

Assigned Trademark

Owners	Description/Trademark	Serial #	Filing Date	Reg. No.	Registration Date
Chuck Ebersole Elifenn Feord Carol Van Bruggen Laura Harger Pajak	THE WEALTH & BEYOND PROGRAM	76479083	December 20, 2002	2812501	February 10, 2004

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