

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433850

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|--|-------------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Release | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bank of America, N.A., as Administrative Agent | | 07/03/2017 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Focus Financial Partners, LLC | | |
| Street Address: | 825 Third Avenue, 27th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| Name: | Capital Advisory 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 | | |
| Name: | Strategic Point Holdings, LLC | | |
| Street Address: | 825 Third Avenue, 27th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| Name: | BAM Advisor Services, LLC | | |
| Street Address: | 825 Third Avenue, 27th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| Name: | Buckingham Asset Management, LLC | | |
| Street Address: | 825 Third Avenue, 27th Floor | | |
| City: | New York | | |

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| | |
|------------------------|-------------------------------------|
| State/Country: | NEW YORK |
| Postal Code: | 10022 |
| Entity Type: | Limited Liability Company: DELAWARE |
| Name: | Hufford Advisors, LLC |
| Street Address: | 825 Third Avenue, 27th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10022 |
| Entity Type: | Limited Liability Company: DELAWARE |
| Name: | The Colony 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: 18

| Property Type | Number | Word Mark |
|-----------------------------|----------|--|
| Registration Number: | 2620985 | CAPGROUP |
| Registration Number: | 2986805 | COMMON SENSE PRICING. UNCOMMON ADVICE. |
| Registration Number: | 2931302 | STRATEGICPOINT |
| Registration Number: | 2971680 | STRATEGICPOINT |
| Registration Number: | 2864635 | STRATEGICPOINT OF VIEW |
| Registration Number: | 2584276 | BAM ADVISOR SERVICES |
| Registration Number: | 2362266 | |
| Serial Number: | 85458012 | IN CONTEXT |
| Registration Number: | 3875856 | BUILDING RELATIONSHIPS BY DOING THE RIGH |
| Serial Number: | 85405492 | BAM ADVISOR SERVICES |
| Registration Number: | 3430150 | FINANCIAL BREAKTHROUGH |
| Registration Number: | 3430151 | THE FINANCIAL BREAKTHROUGH PROGRAM |
| Registration Number: | 3260817 | THE COLONY GROUP |
| Serial Number: | 85463799 | PASSIONATE ABOUT OUR PURPOSE |
| Serial Number: | 85496470 | FOCUS FINANCIAL PARTNERS |
| Serial Number: | 85496478 | |
| Serial Number: | 85315892 | FOCUS ADVISORS |
| Serial Number: | 85381148 | RETIRE ON TIME WITH CONFIDENCE |

CORRESPONDENCE DATA

Fax Number: 6173417701

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/ |
|-------------------|-------------------|

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|---------------------|------------|
| DATE SIGNED: | 07/05/2017 |
|---------------------|------------|

Total Attachments: 5

source=Focus_Executed Trademark Release_Various_01-30-2012 (Bank of America N.A.)#page1.tif
source=Focus_Executed Trademark Release_Various_01-30-2012 (Bank of America N.A.)#page2.tif
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source=Focus_Executed Trademark Release_Various_01-30-2012 (Bank of America N.A.)#page5.tif

TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this "Release"), is entered into as of July 3, 2017 by BANK OF AMERICA, N.A., a national banking association with a place of business at 100 Federal Street, Boston, MA 02110, as administrative agent for certain lenders (the "Administrative Agent"), in connection with the release of its security interest in the Trademark Collateral (as defined below) held by FOCUS FINANCIAL PARTNERS, LLC, a Delaware limited liability company (the "Company"), CAPITAL ADVISORY GROUP, LLC, a Delaware limited liability company ("Capital Advisory"), STRATEGIC POINT HOLDINGS, LLC, a Delaware limited liability company ("Strategic Point"), BAM ADVISOR SERVICES, LLC, a Delaware limited liability company ("BAM Advisory"), BUCKINGHAM ASSET MANAGEMENT, LLC, a Delaware limited liability company ("Buckingham"), HUFFORD ADVISORS, LLC, a Delaware limited liability company ("Hufford") and THE COLONY GROUP, LLC, a Delaware limited liability company (the "Colony Group", together with the Company, Capital Advisory, Strategic Point, BAM Advisory, Buckingham and Hufford, together with their respective successors in title and assigns, called the "Grantors"), each with a place of business at 825 Third Avenue, 27th Floor, New York, NY 10022, in favor of the Administrative Agent.

WITNESSETH:

WHEREAS, the Grantors had entered into that certain Security Agreement with certain affiliates of the Grantors and the Administrative Agent, dated as of January 30, 2012 (as amended, restated, supplemented or otherwise modified from time to time) (the "Security Agreement");

WHEREAS, the Grantors had entered into that certain Trademark Security Agreement with the Administrative Agent, dated as of January 30, 2012 (as amended, restated, supplemented or otherwise modified from time to time) (the "Trademark Security Agreement"), which was recorded in the Trademark Division of the United States Patent and Trademark Office on January 30, 2012, at Reel 004707, Frame 0136, for the purpose of providing certain trademarks and trademark applications as collateral security for the payment and performance of certain obligations of the Grantors to the Administrative Agent, including, without limitation, the trademarks and trademark applications set forth on Schedule A attached hereto; and

WHEREAS, the Grantors have paid in full and satisfied their obligations under the Security Agreement, and the Grantors have requested that the Administrative Agent release the entirety of its security interests in and lien on the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. Definitions. The term "Trademark Collateral", as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature in:

(a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, then-existing or thereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office (“**USPTO**”) or in any similar office or agency of the United States, any State or any other country or any political subdivision thereof, and extensions or renewals thereof, and the entire goodwill of the business of Grantors connected with and symbolized by such trademarks, including without limitation those set forth on Schedule A attached hereto (the “**Trademarks**”);

(b) any and all claims for damages by way of past, present and future infringement of any of the Trademarks;

(c) all licenses or other rights to use any of the Trademarks, and all license fees and royalties arising from such use; and

(d) all income, proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing;

(collectively, the “**Trademark Collateral**”).

2. Release of Security Interest. The Administrative Agent acknowledges the satisfaction and termination of the security interest granted under the Security Agreement and Trademark Security Agreement and hereby terminates, cancels, releases and discharges all of its security interests in the Trademark Collateral and hereby assigns, grants and conveys to the Grantors all of said Administrative Agent’s right, title and interest in and to the Trademark Collateral.

3. Recordation. The Administrative Agent hereby authorizes and requests the governing body of the United States Patent and Trademark Office to record this Release of the Trademark Collateral

4. Governing Law. THIS TERMINATION AND RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

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[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed as of the day and year first above written.

BANK OF AMERICA, N.A., as Administrative Agent

By: Liliana Claar

Name: Liliana Claar

Title: Vice President

SCHEDULE A

I. TRADEMARK REGISTRATIONS

| <u>COMPANY</u> | <u>TRADEMARK</u> | <u>REG. NO.</u> | <u>DATE</u> |
|----------------------------------|--|-----------------|-------------|
| Capital Advisory Group, LLC | Word Mark: CAPGROUP | 2620985 | 9/17/02 |
| Strategic Point Holdings, LLC | Word Mark: COMMON SENSE PRICING. UNCOMMON ADVICE. | 2986805 | 8/23/05 |
| Strategic Point Holdings, LLC | Word Mark: STRATEGICPOINT | 2931302 | 3/8/05 |
| Strategic Point Holdings, LLC | Word Mark: STRATEGICPOINT (and design) | 2971680 | 7/19/05 |
| Strategic Point Holdings, LLC | Word Mark: STRATEGICPOINT OF VIEW | 2864635 | 7/20/04 |
| BAM Advisor Services, LLC | Word Mark: BAM ADVISOR SERVICES | 2584276 | 6/25/02 |
| Buckingham Asset Management, LLC | Mark Drawing Code: 26.01.02 - Circles, plain single line; Plain single line circles 26.01.04 - Circles with two breaks or divided in the middle 26.19.05 - Prisms ; Pyramids | 2362266 | 6/27/00 |
| Buckingham Asset Management, LLC | Word Mark: IN CONTEXT | 85458012 | 10/27/11 |
| Buckingham Asset Management, LLC | Word Mark: BUILDING RELATIONSHIPS BY DOING THE RIGHT THING | 3875856 | 11/16/10 |
| Buckingham Asset Management, LLC | Mark Drawing Code: 26.01.18 - Circles, three or more concentric; Concentric circles, three or more; Three or more concentric circles 26.01.21 - Circles that are totally or partially shaded. 26.01.26 - Coils; Spirals; Swirls | 85405492 | 8/24/11 |
| Hufford Advisors, LLC | Word Mark: FINANCIAL BREAKTHROUGH | 8480150 | 5/20/08 |
| Hufford Advisors, LLC | Word Mark: THE FINANCIAL BREAKTHROUGH PROGRAM | 3430151 | 5/20/08 |
| The Colony Group, LLC | Word Mark: The Colony Group | 3260817 | 7/10/07 |

II. TRADEMARK APPLICATIONS

| COMPANY | TRADEMARK | APPL. NO. | DATE |
|-------------------------------|--|-------------------------|----------|
| Focus Financial Partners, LLC | Word Mark: Passionate About Our Purpose | Serial Number: 85463799 | 11/3/11 |
| Focus Financial Partners, LLC | Word Mark: FOCUS FINANCIAL PARTNERS | Serial Number: 85496470 | 12/15/11 |
| Focus Financial Partners, LLC | Service Mark: 26.05.15 - Four or more triangles; Triangles - four or more 26.05.21 - Triangles that are completely or partially shaded 26.15.09 - Polygons made of geometric figures, objects, humans, plants or animals 26.15.21 - Polygons that are completely or partially shaded | Serial Number: 85496478 | 12/15/11 |
| Focus Financial Partners, LLC | Word Mark: Focus Advisors | Serial Number: 85315892 | 5/9/11 |
| Hufford Advisors, LLC | Word Mark: RETIRE ON TIME WITH CONFIDENCE | Serial Number: 85381148 | 7/26/11 |

III. TRADEMARK LICENSES.

None.