

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513082

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LWH Merger Sub II, Inc.		03/06/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BAM Advisor Services, LLC		
Street Address:	8182 Maryland Ave., Suite 500		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2923668	LORING WARD	
Registration Number:	4984178	LORING WARD NETWORK	
Registration Number:	2636877	SA FUNDS	
Registration Number:	4013409	SA FUNDS - INVESTMENT TRUST	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7137581105		
Email:	iptldocket@velaw.com		
Correspondent Name:	W. Scott Brown		
Address Line 1:	1001 Fannin Street, Suite 2500		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	W. Scott Brown		
SIGNATURE:	/wsb/		
DATE SIGNED:	03/06/2019		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment") is entered into on March 6, 2019 and effective as of November 30, 2018 (the "Effective Date") by LWH MERGER SUB II, INC. (as successor-in-interest to LORING WARD HOLDINGS INC.), a Delaware corporation ("Assignor"), in favor of BAM ADVISOR SERVICES, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Loring Ward Holdings Inc. (predecessor-in-interest to LWH Merger Sub II, Inc.), a Delaware corporation ("LWHI"), Assignor, Focus Financial Partners Inc., a Delaware corporation ("Parent"), LWH Merger Sub I, Inc., a Delaware corporation and wholly-owned subsidiary of Parent ("Merger Sub I"), and Stockholder Representative Services LLC, a Colorado limited liability company, as the stockholder representative, have executed and delivered that certain Agreement and Plan of Merger, dated as of September 27, 2018 (as amended, supplemented and/or otherwise modified and in effect as of the date hereof, the "Merger Agreement"); and

WHEREAS, immediately following the closing of the transactions under the Merger Agreement on the Effective Date, (i) Merger Sub I merged with and into LWHI, with LWHI continuing as the surviving entity, (ii) LWHI then merged with and into Assignor, with Assignor continuing as the surviving entity, and (iii) Assignor then indirectly contributed substantially all of its assets to Assignee, and in connection therewith has indirectly conveyed, transferred and assigned to Assignee its trademarks, 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 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. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor'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 of Assignor conducted as of the Effective Date (the "Business"), or embodying the goodwill of the Business, including all registrations and applications for registration for the foregoing in any jurisdiction throughout the world, all common law rights in and to the foregoing in any jurisdiction throughout the world, and any goodwill 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;

(c) all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party;

(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 Assignor 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.

Section 2. Recordation and Further Actions. Assignor 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 Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including transfers and related powers of attorney.

Section 3. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if mailed, delivered personally, telecopied or sent by an overnight courier service, such as Federal Express, at the regular business address of Assignor or Assignee. Either party may change its address for notices by notice given as provided in this paragraph.

Section 4. 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.

Section 5. 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 6. 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 Merger 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 7. 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 8. 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. 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.

Section 9. 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.

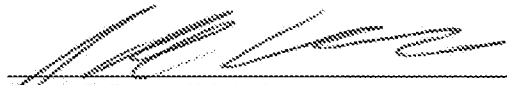
Section 10. Counterparts. This Trademark Assignment may be executed in one or more counterparts, including by facsimile signature, portable document format (.pdf) signature or similar electronic signature delivery, all of which shall be considered originals and taken together shall constitute one and 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 Pages Follow.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment effective as of the Effective Date.

ASSIGNEE:


BAM ADVISOR SERVICES, LLC

By: 
Name: J. Russell McGranahan
Title: Authorized Person

Signatures Continue on Next Page.

ASSIGNOR:

LWH MERGER SUB II, INC.

By: 
Name: Adam Karasik
Title: President, Secretary and Authorized
Person

Schedule 1

Assigned Trademarks

Owner	Description/Trademark	Serial #	Filing Date	Reg. No.	Registration Date
Loring Ward Group Inc.	LORING WARD (1) Typed Drawing	76332700	October 31, 2001	2923668	February 1, 2005
Loring Ward Group Inc.	LORING WARD NETWORK (4) Standard Character Mark	86438891	October 29, 2014	4984178	June 21, 2016
Loring Ward Group Inc.	SA FUNDS (1) Typed Drawing	76205153	February 5, 2001	2636877	October 15, 2002
Loring Ward Group Inc.	SA FUNDS - INVESTMENT TRUST (4) Standard Character Mark	85026726	April 29, 2010	4013409	August 16, 2011