# CH \$165.00 65323

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM729180

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Focus Financial Partners, LLC			Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Connectus Wealth, LLC
Street Address:	875 3rd Avenue, 28th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	6532343	CONNECTUS
Serial Number:	90315213	CONNECTUS GROUP
Serial Number:	90315187	CONNECTUS WEALTH
Registration Number:	6532360	CONNECTUS WEALTH ADVISERS
Registration Number:	6532359	CONNECTUS WEALTH ADVISERS
Serial Number:	90848381	EXCELERATE WITH CONNECTUS

# **CORRESPONDENCE DATA**

Fax Number:

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:** 7137581105

Email: iptldocket@velaw.com

Correspondent Name: W. Scott Brown

**Address Line 1:** 845 Texas Avenue, Suite 4700

Address Line 4: Houston, TEXAS 77002

NAME OF SUBMITTER:	W. Scott Brown
SIGNATURE:	/wsb/
DATE SIGNED:	05/20/2022

TRADEMARK REEL: 007728 FRAME: 0334

# **Total Attachments: 6**

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### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment") is made as of May 16, 2022, by FOCUS FINANCIAL PARTNERS, LLC, a Delaware limited liability company (the "Assignor"), in favor of CONNECTUS WEALTH, LLC, a Delaware limited liability company (the "Assignee").

### **RECITALS**

**WHEREAS**, the Assignor hereby irrevocably conveys, transfers and assigns to the Assignee all of the 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, 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/service marks, trademark/service mark registrations and trademark/service mark 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 the 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 the 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. The 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 the Assignee. The Assignor shall execute any and all documents and take all other further actions as reasonably requested by the

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

- **Section 3. 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 4. 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 5. Entire Agreement; No Third Party Beneficiaries. This Trademark Assignment, including Schedule 1 hereto, which is incorporated herein by reference and made a part hereof (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 6. 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 7. 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 8. 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

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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 9. 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.

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

ASSIGNEE:

CONNECTUS WEALTH, LLC

Name.

J. Russell McGranahan

Title:

Authorized Person

Signatures Continue on Next Page.

# ASSIGNOR:

FOCUS FINANCIAL PARTNERS, LLC

By:

J. Russell McGranahan

Title:

General Counsel

**REEL: 007728 FRAME: 0340** 

RECORDED: 05/20/2022

Schedule 1
Assigned Trademarks

Owner	Description/Trademark	Serial #	Filing Date	Reg. No.	Registration Date
Focus Financial Partners, LLC	CONNECTUS	90315201	November 12, 2020	6,532,343	October 19, 2021
Focus Financial Partners, LLC	CONNECTUS GROUP	90315213	November 12, 2020		
Focus Financial Partners, LLC	CONNECTUS WEALTH	90315187	November 12, 2020		
Focus Financial Partners, LLC	CONNECTUS WEALTH ADVISURS	90326686	November 18, 2020	6532360	October 19, 2021
Focus Financial Partners, LLC	Connectus Wealth Advisers (Stylized)	90326674	November 18, 2020	6532359	October 19, 2021
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Focus Financial Partners, LLC		90848381	November 12, 2020		

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