

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368563

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kovitz Investment Group, LLC		01/01/2016	LIMITED LIABILITY COMPANY: DELAWARE
Kovitz Securities, LLC		01/01/2016	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Kovitz Investment Group Partners, LLC
<b>Street Address:</b>	825 Third Avenue, 27th Floor
<b>Internal Address:</b>	c/o Focus Financial Partners, LLC
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	4195911	GREEN OWL INTRINSIC VALUE FUND
<b>Registration Number:</b>	3128465	K I G
<b>Registration Number:</b>	3528598	KOVITZ INVESTMENT GROUP CAPITAL IDEAS
<b>Registration Number:</b>	4484065	KOVITZ INVESTMENT GROUP INTRINSIC VALUES
<b>Registration Number:</b>	4087154	KOVITZ INVESTMENT GROUP
<b>Registration Number:</b>	4087183	KOVITZ SECURITIES

## 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

CH \$165.00 4195911

<b>NAME OF SUBMITTER:</b>	Linda A. Salera
<b>SIGNATURE:</b>	/Linda A. Salera/
<b>DATE SIGNED:</b>	01/08/2016
<b>Total Attachments: 6</b> source=Focus_Kovitz Investment Group Trademark Assignment Agreement SIGNED (00020188)#page1.tif source=Focus_Kovitz Investment Group Trademark Assignment Agreement SIGNED (00020188)#page2.tif source=Focus_Kovitz Investment Group Trademark Assignment Agreement SIGNED (00020188)#page3.tif source=Focus_Kovitz Investment Group Trademark Assignment Agreement SIGNED (00020188)#page4.tif source=Focus_Kovitz Investment Group Trademark Assignment Agreement SIGNED (00020188)#page5.tif source=Focus_Kovitz Investment Group Trademark Assignment Agreement SIGNED (00020188)#page6.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the “Trademark Assignment”) is made as of January 1, 2016, by and between KOVITZ INVESTMENT GROUP, LLC, a Delaware limited liability company (the “Seller”), and KOVITZ SECURITIES, LLC, a Delaware limited liability company (“Kovitz Securities” and, together with the Seller, collectively, the “Companies”, and each, a “Company”), on the one hand, in favor of KOVITZ INVESTMENT GROUP PARTNERS, LLC, a Delaware limited liability company (the “Purchaser”), on the other.

### RECITALS

**WHEREAS**, Focus Financial Partners, LLC, a Delaware limited liability company, (“Focus”), the Companies, the Purchaser, and Mitchell A. Kovitz, Marc S. Brenner, Jonathan A. Shapiro, Bruce A. Weininger, Theodore J. Rupp, Harold W. Gianopoulos, Joel D. Hirsh, Leonard S. Gryn and Andrea R. Cohen (each individually, a “Principal”, and collectively the “Principals”) have executed and delivered that certain Contribution and Purchase Agreement (the “Purchase Agreement”) as of December 15, 2015; and

**WHEREAS**, under the terms of the Purchase Agreement, as of the date hereof, each Company has conveyed, transferred and assigned to Purchaser certain trademarks of such Company, 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.** Pursuant to the Purchase Agreement, each Company hereby irrevocably conveys, transfers and assigns to Purchaser all of such Company’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, 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 such Company 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 such Company 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.** Each Company 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 Purchaser. Each Company 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 each Company and the Principals regarding the Assigned Trademarks, in particular, and Intellectual Property, in general, are as set forth in Section 4.16 of the Purchase Agreement.

**Section 4. Notices.** All notices and other communications hereunder shall be in writing and delivered in accordance with Section 11.4 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 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 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]

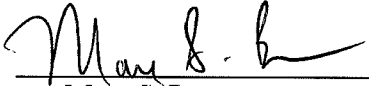
IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first above written.

COMPANIES:

PURCHASER:


**KOVITZ INVESTMENT GROUP, LLC**

**KOVITZ INVESTMENT GROUP  
PARTNERS, LLC**

By:   
Name: Marc S. Brenner  
Title: President

By: \_\_\_\_\_  
Name: Ruediger Adolf  
Title: Authorized Person

**KOVITZ SECURITIES, LLC**

By:   
Name: Marc S. Brenner  
Title: President

[SIGNATURE PAGE TO KOVITZ INVESTMENT GROUP TRADEMARK ASSIGNMENT AGREEMENT]

CHICAGO/#2788849

**TRADEMARK  
REEL: 005705 FRAME: 0854**

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

COMPANIES:

PURCHASER:

**KOVITZ INVESTMENT GROUP, LLC**

**KOVITZ INVESTMENT GROUP  
PARTNERS, LLC**

By: \_\_\_\_\_  
Name: Marc S. Brenner  
Title: President

By: \_\_\_\_\_  
Name: Ruediger Adolf  
Title: Authorized Person

**KOVITZ SECURITIES, LLC**

By: \_\_\_\_\_  
Name: Marc S. Brenner  
Title: President

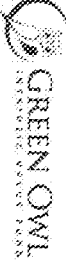

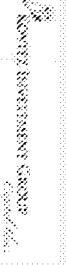

[SIGNATURE PAGE TO KOVITZ INVESTMENT GROUP TRADEMARK ASSIGNMENT AGREEMENT]

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**TRADEMARK  
REEL: 005705 FRAME: 0855**

Schedule I

Assigned Trademarks

Mark	Country	Serial #	File Date	Rec Date	Registration #	Status	Owner
	USA	85426842	September 20, 2011	August 21, 2012	4195911	LIVE	Kovitz Investment Group, LLC
	USA	76629722	January 28, 2005	August 15, 2006	3128465	LIVE	Kovitz Investment Group, LLC
	USA	77237573	July 24, 2007	November 4, 2008	3528598	LIVE	Kovitz Investment Group, LLC
	USA	85935448	May 17, 2013	February 18, 2014	4484065	LIVE	Kovitz Investment Group, LLC
KOVITZ INVESTMENT GROUP	USA	85327480	May 23, 2011	January 17, 2012	4087154	LIVE	Kovitz Investment Group, LLC
KOVITZ SECURITIES	USA	85328242	May 24, 2011	January 17, 2012	4087183	LIVE	Kovitz Investment Group, LLC