

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492361

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AFAM Capital, Inc.		10/01/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Kovitz Investment Group Partners, LLC		
Street Address:	115 South LaSalle Street 27th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4501104	AFAM CAPITAL	
Registration Number:	3450300		
Registration Number:	3458808	AL FRANK	
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:	10/02/2018		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”) is made as of October 1, 2018, by AFAM Capital, Inc., a California corporation (the “Seller”), in favor of Kovitz Investment Group Partners, LLC, a Delaware limited liability company (the “Purchaser”).

RECITALS

WHEREAS, Focus Financial Partners, LLC, a Delaware limited liability company, (“Focus”), the Seller, the Purchaser, AF Holdings, Inc., a Minnesota corporation (the “Seller Parent”), John Buckingham, Joseph Lahti, Eric Hare, Kevin Noble, Chris Creed, Jason Clark, Natalie Weiss and Cynthia Mendoza (each individually, a “Principal”, and collectively the “Principals”), and each of the parties listed on Schedule 1.1(a) and identified as Signatory Passive Owners on the signature pages thereto (each individually, a “Signatory Passive Owner”, and collectively the “Signatory Passive Owners”) have executed and delivered that certain Asset Purchase Agreement, dated as of August 26, 2018 (as in effect on the date hereof, the “Purchase Agreement”); and

WHEREAS, under the terms of the Purchase Agreement, the Seller has conveyed, transferred and assigned to the Purchaser certain trademarks of the Seller, 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, the Seller hereby irrevocably conveys, transfers and assigns to Purchaser all of the Seller’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 the Seller 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 Seller 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 Seller 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. The Seller 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 Seller, the Seller Parent, the Principals and the Signatory Passive Owners 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 Pages Follow.

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

PURCHASER:

**KOVITZ INVESTMENT GROUP
PARTNERS, LLC**

By: 

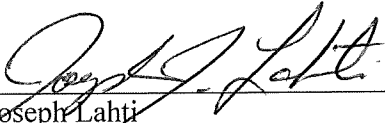
Name: J. Russell McGranahan

Title: Authorized Person

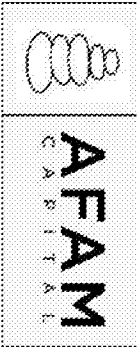

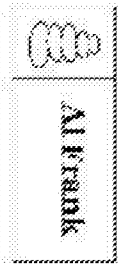
Signatures Continue on Next Page.

SELLER:

AFAM CAPITAL, INC.

By: 
Name: Joseph Lahti
Title: Chief Executive Officer

Schedule I
Assigned Trademark(s)

Owner	Description/Trademark	Serial #	Filing Date	Reg. No.	Registration Date
AFAM Capital, Inc.		86016403	July 22, 2013	4501104	March 25, 2014
AFAM Capital, Inc.		77090241	January 24, 2007	3450300	June 17, 2008
AFAM Capital, Inc.		77090227	January 24, 2007	3458808	July 1, 2008

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