

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mercer Global Advisors, Inc.		03/27/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Mercer Global Advisors Inc.
Street Address:	7201 E. Princess Blvd.
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85255
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1929589	ECONOMIC FREEDOM PROGRAM
Registration Number:	2005792	MERCER GLOBAL ADVISORS
Registration Number:	2043130	MGA MERCER GLOBAL ADVISORS
Registration Number:	2079054	PROFESSIONAL FINANCIAL SOLUTIONS
Registration Number:	2301700	ECONOMIC FREEDOM ANALYSIS
Registration Number:	1707186	EFA
Registration Number:	1714138	ASSET OPTIMIZATION
Registration Number:	2253034	DIVERSITY PREMIUM
Registration Number:	2274264	ECONOMIC FREEDOM
Registration Number:	2272119	GROUP ADVANTAGE
Registration Number:	3163470	PRACTICE FREEDOM
Registration Number:	3185352	PRACTICE FREEDOM SERVICE
Registration Number:	3345030	ONTRACK

CORRESPONDENCE DATA

900107028

**TRADEMARK
 REEL: 003780 FRAME: 0710**

CH \$340.00 1929589

Fax Number: (602)257-5229
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: lbroderick@steptoe.com
Correspondent Name: Lynn M. Broderick
Address Line 1: 201 E. Washington Street
Address Line 2: Suite 1600
Address Line 4: Phoenix, ARIZONA 85004-2382

NAME OF SUBMITTER:	Lynn M. Broderick
Signature:	/lmb/
Date:	05/20/2008

Total Attachments: 7
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EXECUTION COPY

ASSET PURCHASE AGREEMENT

Dated as of March 27, 2008

Among

LOVELL MINNICK MERCER HOLDINGS LLC,

**MERCER ADVISORS INC.,
MERCER GLOBAL ADVISORS INC.
and
MERCER MASTERY INC.,**

as Buyers,

**MERCER GLOBAL ADVISORS, INC.,
VIGILANCE INC.,
EXPERDENT CONSULTANTS, INC.
and
EXPERDENT CONSULTANTS USA INC.,**

as Sellers,

and

**IMTIAZ MANJI,
GLEN WYSEL,
HOWARD M. ROCHESTIE,
GENE L. DONGIEUX, JR.**

and

DAVID H. BARTON,

as Stockholders

TABLE OF CONTENTS

	Page
ARTICLE I	DEFINITIONS AND INTERPRETATIONS..... 2
1.1	Definitions..... 2
1.2	Interpretation..... 13
ARTICLE II	PURCHASE AND SALE..... 14
2.1	Purchased Assets..... 14
2.2	Excluded Assets..... 15
2.3	Assumed Liabilities..... 16
2.4	Excluded Liabilities..... 16
ARTICLE III	PURCHASE PRICE..... 17
3.1	Purchase Price..... 17
3.2	Adjustment to Base Old MGA Purchase Price..... 17
3.3	Closing Certificate..... 18
3.4	Post-Closing Working Capital Adjustment of Purchase Price..... 19
3.5	Allocation of Purchase Price..... 20
3.6	Earn-Out Consideration..... 22
ARTICLE IV	CLOSING..... 24
4.1	Closing Date..... 24
4.2	Payment on the Closing Date..... 25
4.3	Buyers' Additional Deliveries..... 25
4.4	The Selling Parties' Deliveries..... 25
4.5	Funding Fee..... 27
ARTICLE V	REPRESENTATIONS AND WARRANTIES OF THE SELLING PARTIES..... 27
5.1	Organization of Sellers..... 27
5.2	Capitalization; Subsidiaries and Investments..... 27
5.3	Authority of Sellers..... 28
5.4	Financial Statements..... 28
5.5	Operations Since Balance Sheet Date..... 29
5.6	No Undisclosed Liabilities..... 30
5.7	Taxes..... 30
5.8	Availability of Assets..... 32
5.9	Governmental Permits..... 32
5.10	Real Property..... 32
5.11	Personal Property..... 33
5.12	Intellectual Property; Software..... 33
5.13	Accounts Receivable..... 35
5.14	Title to Property..... 35
5.15	Employees and Related Agreements; ERISA..... 36
5.16	Employee Relations..... 38

TABLE OF CONTENTS
(continued)

	Page
5.17 Contracts	38
5.18 Status of Contracts	39
5.19 No Violation or Litigation	40
5.20 Environmental Matters.....	42
5.21 Insurance.....	43
5.22 Clients and Advisory Agreements	43
5.23 Representatives	44
5.24 Agreements with Mutual Fund and Insurance Companies	44
5.25 Budgets	44
5.26 Related-Party Transactions	45
5.27 Relationship with Patterson Dental Supply and Bank of America.....	45
5.28 Compliance with Money Laundering Laws; OFAC	45
5.29 No Finder	46
5.30 Disclosure	46
ARTICLE VI REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDERS	46
6.1 Title to Shares	46
6.2 Authority of Stockholder	46
ARTICLE VII REPRESENTATIONS AND WARRANTIES OF BUYERS.....	47
7.1 Organization of Buyers	47
7.2 Authority of Buyers	47
7.3 Operations of Buyers	48
ARTICLE VIII ACTION PRIOR TO THE CLOSING DATE.....	48
8.1 Investigation by Buyers	48
8.2 Preserve Accuracy of Representations and Warranties; Notification of Certain Matters.....	49
8.3 Consents of Third Parties; Governmental Approvals	49
8.4 Operations Prior to the Closing Date	50
8.5 No Transfers by the Stockholders.....	52
ARTICLE IX ADDITIONAL AGREEMENTS.....	52
9.1 Covenant Not to Compete or Solicit Business.....	52
9.2 Taxes	54
9.3 Employees and Employee Benefit Plans	55
9.4 Option Plan	56
9.5 Collection of Receivables	56
9.6 Change in Corporate Name.....	57
ARTICLE X CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYERS AND LMMH	57
10.1 No Misrepresentation or Breach of Warranties	57
10.2 Performance	57

to the extent permissible by law, waives any and all claims and objections that any such court is an inconvenient forum.

14.17 Other Matters.

(a) The Stockholders are in the process of organizing an Arizona limited liability company (the "Selling LLC") which may join as a party to the Purchase Agreements and the Seller Ancillary Agreements, as appropriate, after the date hereof. The Purchase Agreements and the Seller Ancillary Agreements will be effective with respect to the other parties without participation of Selling LLC. If Selling LLC executes the Purchase Agreements and the Seller Ancillary Agreements, as appropriate, and joins as a party hereto and thereto, the parties shall amend, as appropriate, the Purchase Agreements and any Seller Ancillary Agreement, to provide that (i) the definition of "Stockholders" (and any similar definition) in each such Agreement includes the Selling LLC, if appropriate, and (ii) the Selling LLC shall be entitled to receive its share, if any, of the MA Preferred Stock, the Purchase Price at Closing, any Earn-Out Consideration, payments in respect of any working capital adjustment or payments in respect of Buyers' indemnification obligations in Section 12.3. If the Selling LLC joins as a party to the Purchase Agreements and the Seller Ancillary Agreements, as appropriate, the Stockholders will continue to be bound by such Agreements fully and will assume on a pro-rata basis (in accordance with the percentages set forth on Exhibit C) all of the representations, warranties, and obligations of the Selling LLC.

(b) Newco. After the date hereof, MM may form a wholly owned subsidiary ("Newco"), which would purchase the assets of ECI pursuant to the ECI Asset Purchase Agreement. If MM elects to form Newco, then Newco would join as a party to the Purchase Agreements and the Buyer Ancillary Agreements, as appropriate, after the date hereof. The Purchase Agreements and the Buyer Ancillary Agreements will be effective with respect to the other parties without participation of Newco. If Newco executes the Purchase Agreements and the Buyer Ancillary Agreements, as appropriate, and joins as a party hereto and thereto, the parties shall amend, as appropriate, the Purchase Agreements and any Buyer Ancillary Agreement to provide that Newco would purchase the ECI Purchased Assets and assume the ECI Assumed Liabilities pursuant to the ECI Asset Purchase Agreement. If Newco joins as a party to the Purchase Agreements and the Buyer Ancillary Agreements, as appropriate, MM will continue to be bound by such Agreements fully and will assume all of the representations, warranties, and obligations of Newco.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

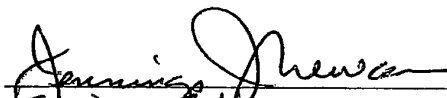
**LOVELL MINNICK MERCER
HOLDINGS, LLC**

By: Lovell Minnick Equity Partners II LP
Its: Manager

By: Lovell Minnick Equity Advisors II
LLC

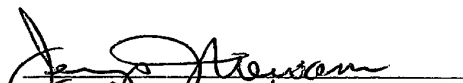
Its: General Partner

By: Lovell Minnick Partners LLC
Its: Managing Member

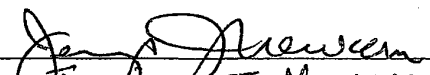
By: 
Name: Jennings J. Newcom
Title: Managing Director

BUYERS:

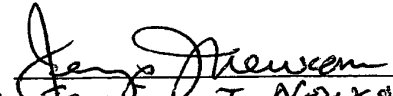
MERCER ADVISORS INC.

By: 
Name: Jennings J. Newcom
Title: Secretary and Treasurer

MERCER GLOBAL ADVISORS INC.

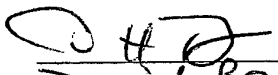
By: 
Name: Jennings J. Newcom
Title: Secretary and Treasurer

MERCER MASTERY INC.

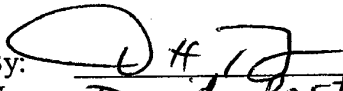
By: 
Name: Jennings J. Newcom
Title: Secretary and Treasurer

SELLERS:

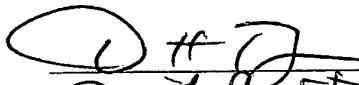
MERCER GLOBAL ADVISORS, INC.

By: 
Name: David Barton
Title: President

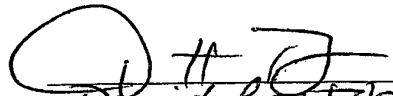
VIGILANCE INC.

By: 
Name: David Barton
Title: President

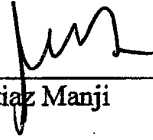
**EXPERDENT CONSULTANTS USA
INC.**

By: 
Name: David Barton
Title: President

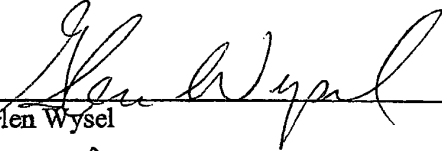
EXPERDENT CONSULTANTS INC.

By: 
Name: David Barton
Title: President

STOCKHOLDERS:



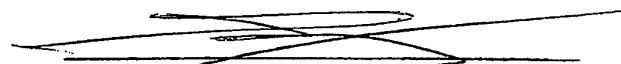
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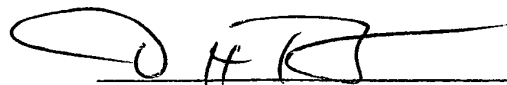
Glen Wysel



Howard M. Rochestie



Gene L. Dongieux, Jr.



David H. Barton