

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Experdent Consultants (U.S.A.), Inc.		03/27/2008	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mercer Mastery Inc.		
<b>Street Address:</b>	7201 E. Princess Blvd.		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85255		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77055213	FIVE MINUTE WINDOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(602)257-5229		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	lbroderick@steptoe.com		
<b>Correspondent Name:</b>	Lynn M. Broderick		
<b>Address Line 1:</b>	201 E. Washington Street		
<b>Address Line 2:</b>	Suite 1600		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004-2382		
<b>NAME OF SUBMITTER:</b>	Lynn M. Broderick		
<b>Signature:</b>	/lmb/		
<b>Date:</b>	05/20/2008		

CH \$40.00 77055213

Total Attachments: 7

**900107029**

**TRADEMARK  
 REEL: 003780 FRAME: 0719**

source=Mercer.PDF.3#page1.tif  
source=Mercer.PDF.3#page2.tif  
source=Mercer.PDF.3#page3.tif  
source=Mercer.PDF.3#page4.tif  
source=Mercer.PDF.3#page5.tif  
source=Mercer.PDF.3#page6.tif  
source=Mercer.PDF.3#page7.tif

**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)

	<b>Page</b>
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
<b>ARTICLE VI REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDERS .....</b>	<b>46</b>
6.1 Title to Shares .....	46
6.2 Authority of Stockholder .....	46
<b>ARTICLE VII REPRESENTATIONS AND WARRANTIES OF BUYERS.....</b>	<b>47</b>
7.1 Organization of Buyers .....	47
7.2 Authority of Buyers .....	47
7.3 Operations of Buyers .....	48
<b>ARTICLE VIII ACTION PRIOR TO THE CLOSING DATE.....</b>	<b>48</b>
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
<b>ARTICLE IX ADDITIONAL AGREEMENTS.....</b>	<b>52</b>
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
<b>ARTICLE X CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYERS AND LMMH .....</b>	<b>57</b>
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]

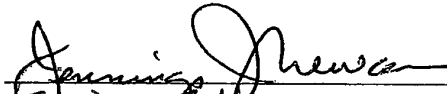
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**LOVELL MINNICK MERCER  
HOLDINGS, LLC**

By: Lovell Minnick Equity Partners II LP  
Its: Manager

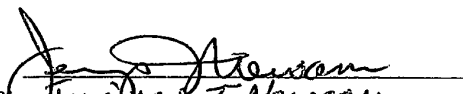
By: Lovell Minnick Equity Advisors II  
LLC  
Its: General Partner

By: Lovell Minnick Partners LLC  
Its: Managing Member

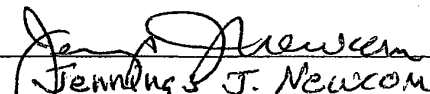
By:   
Name: Jennings J. Newcom  
Title: Managing Director

**BUYERS:**

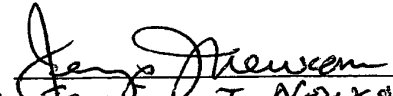
**MERCER ADVISORS INC.**

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

**MERCER GLOBAL ADVISORS INC.**

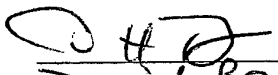
By:   
Name: Jennings J. Newcom  
Title: Secretary and Treasurer

**MERCER MASTERY INC.**

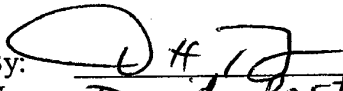
By:   
Name: Jennings J. Newcom  
Title: Secretary and Treasurer

**SELLERS:**

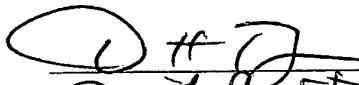
**MERCER GLOBAL ADVISORS, INC.**

By:   
Name: David Barton  
Title: President

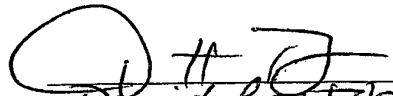
**VIGILANCE INC.**

By:   
Name: David Barton  
Title: President

**EXPERDENT CONSULTANTS USA  
INC.**

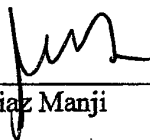
By:   
Name: David Barton  
Title: President

**EXPERDENT CONSULTANTS INC.**

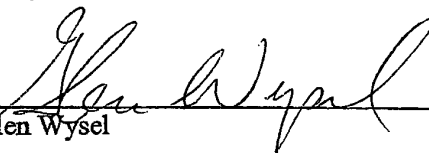
By:   
Name: David Barton  
Title: President



**STOCKHOLDERS:**



Imtiaz Manji



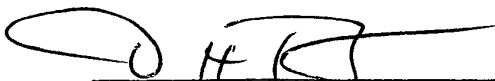
Glen Wysel



Howard M. Rochestie



Gene L. Dongieux, Jr.



David H. Barton