

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		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: 3			
Property Type	Number	Word Mark	
Serial Number:	74212814	ASSET OPTIMIZATION	
Serial Number:	74569960	ECONOMIC FREEDOM PROGRAM	
Serial Number:	75120691	PROFESSIONAL FINANCIAL SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(602)257-5229		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	05/29/2008		

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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

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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]

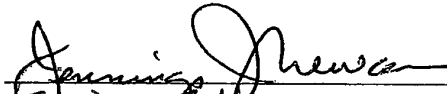
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**LOVELL MINNICK MERCER
HOLDINGS, LLC**

By: Lovell Minnick Equity Partners II LP
Its: Manager

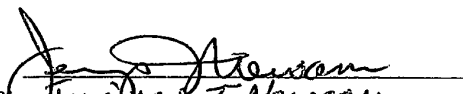
By: Lovell Minnick Equity Advisors II
LLC
Its: General Partner

By: Lovell Minnick Partners LLC
Its: Managing Member

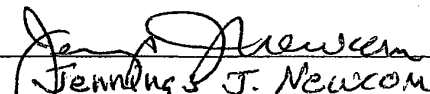
By: 
Name: Jennings J. Newcom
Title: Managing Director

BUYERS:

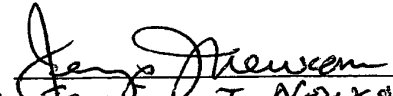
MERCER ADVISORS INC.

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

MERCER GLOBAL ADVISORS INC.

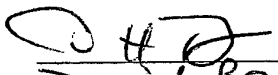
By: 
Name: Jennings J. Newcom
Title: Secretary and Treasurer

MERCER MASTERY INC.

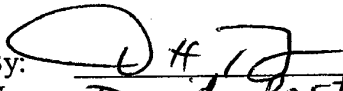
By: 
Name: Jennings J. Newcom
Title: Secretary and Treasurer

SELLERS:

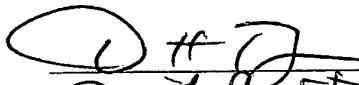
MERCER GLOBAL ADVISORS, INC.

By: 
Name: David Barton
Title: President

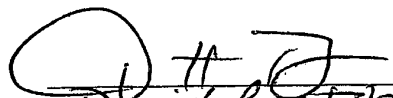
VIGILANCE INC.

By: 
Name: David Barton
Title: President

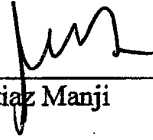
**EXPERDENT CONSULTANTS USA
INC.**

By: 
Name: David Barton
Title: President

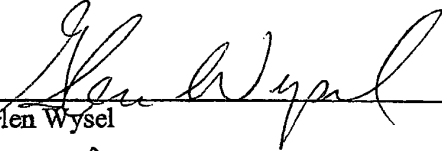
EXPERDENT CONSULTANTS INC.

By: 
Name: David Barton
Title: President

STOCKHOLDERS:



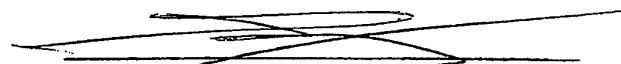
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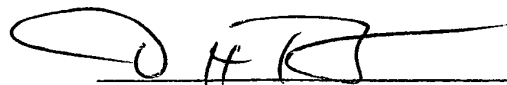
Glen Wysel



Howard M. Rochestie



Gene L. Dongieux, Jr.



David H. Barton