

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mercer Advisors Inc.		05/30/2008	CORPORATION: DELAWARE
Mercer Global Advisors Inc.		05/30/2008	CORPORATION: DELAWARE
Mercer Mastery Inc.		05/30/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Caltius Partners III, LP
Street Address:	11766 Wilshire Blvd.
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Caltius Partners Executive III, LP
Street Address:	11766 Wilshire Blvd.
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 14

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

CH \$365.00 1929589

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
Registration Number:	1753047	EXPERDENT

CORRESPONDENCE DATA

Fax Number: (312)577-4688
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312)577-8416
Email: carole.dobbins@kattenlaw.com
Correspondent Name: Carole Dobbins c/o Katten Muchin
Address Line 1: 525 W. Monroe St.
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	333624-00006
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	06/02/2008

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT (SENIOR SECURED)

THIS TRADEMARK SECURITY AGREEMENT (SENIOR SECURED) dated as of May 30, 2008 is by **MERCER ADVISORS INC.**, a Delaware corporation ("Advisors"), **MERCER GLOBAL ADVISORS INC.**, a Delaware corporation ("Global"), and **MERCER MASTERY INC.**, a Delaware corporation ("Mastery," Master, together with Advisors and Global, individually and collectively, the "Grantor") in favor of **CALTIUS PARTNERS III, LP**, a Delaware limited partnership, and **CALTIUS PARTNERS EXECUTIVE III, L.P.**, a Delaware limited partnership (individually and collectively referred to as the "Grantee"), each individually on behalf of itself as a Holder (as defined in the Investment Agreement) of the Notes (as defined in the Investment Agreement) and on behalf of the other Holders (as defined in the Investment Agreement) under the Investment Agreement (as such term is hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into an Investment Agreement (Senior Secured) dated as of even date herewith (the same, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, being herein referred to as the "Investment Agreement") with Grantee providing for extensions of credit and other financial accommodations to be made to Grantor by the Holders; and

WHEREAS, pursuant to the terms of a Borrower Security Agreement (Senior Secured) among Advisors and Grantee and a Subsidiary Security Agreement (Senior Secured) among Global, Mastery and Grantee, each dated as of even date herewith (as each may be amended, restated, supplemented or otherwise modified from time to time, collectively, the "Security Agreement"), Grantor has granted to Grantee for the benefit of the Holders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the Obligations (as defined in the Investment Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

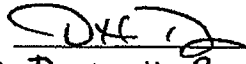
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Each of Grantor and Grantee hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

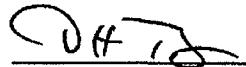
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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement (Senior Secured) to be duly executed by its duly authorized officer as of the date first written above.


MERCER ADVISORS INC., a Delaware corporation

By: 
Name: David H. Barton
Title: President

MERCER GLOBAL ADVISORS INC., a Delaware corporation

By: 
Name: David H. Barton
Title: President

MERCER MASTERY INC., a Delaware corporation

By: 
Name: David H. Barton
Title: President

Schedule 1

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE REGISTERED</u>
Economic Freedom Program	1929589	10/24/1995
Mercer Global Advisors	2005792	10/8/1996
MGA Mercer Global Advisors	2043130	3/11/1997
Professional Financial Solutions	2079054	7/15/1997
Economic Freedom Analysis	2301700	12/21/1999
EFA	1707186	8/11/1992
Asset Optimization	1714138	9/8/1992
Diversity Premium	2253034	6/15/1999
Economic Freedom	2274264	8/31/1999
Group Advantage	2272119	8/24/1999
Practice Freedom	3163470	10/24/2006
Practice Freedom Service	3185352	12/19/2006
OnTrack	3345030	11/27/2007
Experdent	1753047	2/16/1993
Five Minute Window (ITU)	77055213	12/1/2006 (date filed)

LICENSES

None.