

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Caltius Partners III, LP		04/12/2013	LIMITED PARTNERSHIP: DELAWARE
Caltius Partners Executive III, L.P.		04/12/2013	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Mercer Advisors Inc.		
Street Address:	1801 East Cabrillo Boulevard		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93108		
Entity Type:	CORPORATION: DELAWARE		
Name:	Mercer Global Advisors Inc.		
Street Address:	1801 East Cabrillo Boulevard		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93108		
Entity Type:	CORPORATION: DELAWARE		
Name:	Mercer Mastery Inc.		
Street Address:	1801 Cabrillo Boulevard		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93108		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 15			
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
Registration Number:	1753047	EXPERDENT
Serial Number:	77055213	FIVE MINUTE WINDOW

CORRESPONDENCE DATA

Fax Number: 3129021061

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	214338-100
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	04/12/2013

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of April 12, 2013 by 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**").

WITNESSETH:

WHEREAS, Grantee, MERCER ADVISORS INC., a Delaware corporation ("**Advisors**"), MERCER GLOBAL ADVISORS INC., a Delaware corporation ("**Global**"), and MERCER MASTERY INC., a Delaware corporation ("**Mastery**"; Mastery, together with Advisors and Global, individually and collectively, the "**Grantor**") were parties to that certain Trademark Security Agreement (Senior Subordinated) dated as of April 30, 2009 (the "**Agreement**"; capitalized terms which are not defined herein have the meaning given to such terms in the Agreement) and pursuant to which Grantor granted a security interest to Grantee in Trademark Collateral (as defined in the Agreement) as security for certain obligations owing by Grantor to Grantee, including the Trademark Collateral set forth on Schedule 1 hereto; and

WHEREAS, the Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office ("**PTO**") on June 30, 2009, at Reel 004013, Frame 0669;

WHEREAS, Grantor has requested that Grantee release its security interest in and lien on all of Grantor's right, title and interest in, to and under the Trademark Collateral and reassign the same to Grantor; and

WHEREAS, Grantee has agreed to release the entirety of its security interest in and lien on all of Grantor's right, title and interest in, to and under the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Grantee hereby releases its security interest in and lien on all of Grantor's right, title and interest in, to and under the Trademark Collateral, including, without limitation, the following:

(i) 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 listed on 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;

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

(iii) 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.

2. Grantee hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Grantee, all of Grantee's right, title and interest (if any) in and to the Trademark Collateral.

[Signature Page Follows.]

IN WITNESS WHEREOF, Grantee has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

CALTIVUS PARTNERS III, LP

By: CP III, LP, its general partner

By: Alisa G. Frederick
Name: Alisa G. Frederick
Title: Managing Director

CALTIVUS PARTNERS EXECUTIVE III, L.P.

By: CP III, LP, its general partner

By: Alisa G. Frederick
Name: Alisa G. Frederick
Title: Managing Director

SCHEDULE 1

US TRADEMARKS REGISTRATIONS

Mark	Registration No.	Registration Date
Economic Freedom Program	1,929,589	10/24/95
Mercer Global Advisors	2,005,792	10/8/96
MGA Mercer Global Advisors	2,043,130	3/11/97
Professional Financial Solutions	2,079,054	7/15/97
Economic Freedom Analysis	2,301,700	12/21/99
EFA	1,707,186	8/11/92
Asset Optimization	1,714,138	9/8/92
Diversity Premium	2,253,034	6/15/99
Economic Freedom	2,274,264	8/31/99
Group Advantage	2,272,119	8/24/99
Practice Freedom	3,163,470	10/24/06
Practice Freedom Service	3,185,352	12/19/06
OnTrack	3,345,030	11/27/07
Experdent	1,753,047	2/16/93

US TRADEMARKS APPLICATIONS

Mark	Application No.	Application Date
Five Minute Window (ITU)	77055213	12/1/06

LICENSES

Second Amended and Restated Marketing Agreement dated March 27, 2008 as amended January 1, 2009 (the "Marketing Agreement"). The Marketing Agreement grants a license to Grantor for certain material and content created by Imtiaz Manji or the Scottsdale Center (as that term is defined in the Marketing Agreement).