

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 Global Advisors Inc.		04/12/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

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:	3163470	PRACTICE FREEDOM
Registration Number:	3185352	PRACTICE FREEDOM SERVICE
Registration Number:	3345030	ONTRACK

**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

CH \$190.00 1929589

ATTORNEY DOCKET NUMBER:	214338-100
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	04/12/2013
<b>Total Attachments: 5</b> source=Trademark Security Agreement by Mercer Global Advisors Inc#page1.tif source=Trademark Security Agreement by Mercer Global Advisors Inc#page2.tif source=Trademark Security Agreement by Mercer Global Advisors Inc#page3.tif source=Trademark Security Agreement by Mercer Global Advisors Inc#page4.tif source=Trademark Security Agreement by Mercer Global Advisors Inc#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**") made as of April 12, 2013, by Mercer Global Advisors Inc., a Delaware corporation ("**Grantor**"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, "**Grantee**");

### WITNESSETH

WHEREAS, Mercer Advisors Intermediate Holding Company Inc., a Delaware corporation ("**Borrower**"), the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of April 12, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrower (collectively, the "**Loans**").

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of April 12, 2013, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all 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 Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or

types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark or (ii) injury to the goodwill associated with each such Trademark.


3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor’s “intent to use” such trademarks or service marks unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the  
date first written above.

MERCER GLOBAL ADVISORS INC.

By   
Name: David H. Balton  
Title: President and Chief Executive Officer

Agreed and accepted as of  
the date first written above:

**MADISON CAPITAL FUNDING LLC, as  
Agent**

By: 

Name: Kevin Bolash

Title: Senior Vice President

**SCHEDULE A**

**Trademark Registrations**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
Economic Freedom Program	1929589	10/24/1995	USPTO
Mercer Global Advisors	2005792	10/8/1996	USPTO
MGA Mercer Global Advisors	2043130	3/11/1997	USPTO
Professional Financial Solutions	2079054	7/15/1997	USPTO
Practice Freedom	3163470	10/24/2006	USPTO
Practice Freedom Service	3185352	12/19/2006	USPTO
OnTrack	3345030	11/27/2007	USPTO

**Trademark Applications**

<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Jurisdiction</b>
None.			