

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM524593

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900497941		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Financial & Investment Management Group, Ltd.		12/17/2018	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mercer Global Advisors Inc.		
<b>Doing Business As:</b>	DBA Mercer Advisors		
<b>Street Address:</b>	1801 E Cabrillo Blvd		
<b>Internal Address:</b>	Attn: Mathew R. Encino, Deputy GC		
<b>City:</b>	Santa Barbara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93108		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3333567	INVESTING WITHOUT BORDERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8055652738		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	7205008184		
<b>Email:</b>	mathew.encino@merceradvisors.com		
<b>Correspondent Name:</b>	Mercer Global Advisors Inc.		
<b>Address Line 1:</b>	1801 E Cabrillo Blvd		
<b>Address Line 2:</b>	Attn: Mathew R. Encino, Deputy GC		
<b>Address Line 4:</b>	Santa Barbara, CALIFORNIA 93108		
<b>NAME OF SUBMITTER:</b>	Mathew Encino		
<b>SIGNATURE:</b>	/Mathew Encino/		
<b>DATE SIGNED:</b>	05/22/2019		
<b>Total Attachments: 3</b>			
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source=Assignment of Proprietary Rights (FULLY EXECUTED)#page3.tif

## ASSIGNMENT OF PROPRIETARY RIGHTS

This Assignment of Proprietary Rights (this "Assignment") is delivered by Financial & Investment Management Group, Ltd., a Michigan corporation ("Seller"), to Mercer Global Advisors Inc., a Delaware corporation ("Buyer"), effective as of December 17, 2018 (the "Effective Date") in accordance with the terms of the Asset Purchase Agreement among Seller, Paul Sutherland and Buyer dated October 31, 2018 (the "Purchase Agreement"). Capitalized terms used but not defined in this Assignment have the meanings assigned in the Purchase Agreement.

### BACKGROUND STATEMENTS

As a condition to Closing under Section 6.1(h)(iv) of the Purchase Agreement, Seller has agreed to assign to Buyer all of Seller's right, title and interest in and to the Proprietary Rights that constitute Acquired Assets, to be evidenced by Seller's execution and delivery of this Assignment.

### AGREEMENT

Buyer and Seller, intending to be legally bound, agree as follows:

#### ARTICLE I CONVEYANCE OF ASSETS

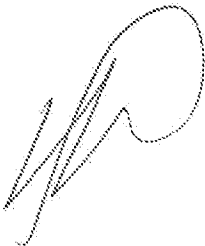
1.1 Seller hereby assigns, transfers and conveys to Buyer, and Buyer hereby acquires and accepts from Seller, all of Seller's right, title and interest in and to the Proprietary Rights that constitute Acquired Assets, including, without limitation, the Proprietary Rights identified on Schedules 3.10(a)(i), (ii), and (iii) of the Disclosure Schedules annexed to the Purchase Agreement, all of the goodwill associated therewith, and, to the extent applicable and constituting Acquired Assets, all related renewal and extension rights, all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, all causes of action, in law or in equity, and the right to sue, counterclaim, and recover for past, present, and future infringement or any other causes of action related to any Proprietary Rights, and all rights corresponding thereto.

1.2 At Buyer's request and without payment of additional consideration by Buyer, Seller agrees to execute and deliver such other instruments of conveyance and transfer and to take such other actions as Buyer may reasonably request to more effectively convey, transfer to and vest in Buyer the Proprietary Rights that constitute Acquired Assets.

#### ARTICLE II SUBJECT TO PURCHASE AGREEMENT

2.1 This Assignment is executed, delivered and accepted subject to and in accordance with the Purchase Agreement, the terms of which are incorporated herein by reference. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement controls.

2.2 A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission has the same legal effect as delivery of an original signed copy of this Assignment.

A handwritten signature in black ink, appearing to be a stylized 'P' or similar initial, located at the bottom left of the page.

IN WITNESS WHEREOF, Seller has executed and Buyer has accepted this Assignment, effective as of the Effective Date.

FINANCIAL & INVESTMENT  
MANAGEMENT GROUP, LTD.

By: 

Paul Sutherland, President

12/17/08

Accepted:

MERCER GLOBAL ADVISORS INC.

By:   
David Barton, Vice Chairman

**Schedule 3.10(a)(i)**

**Proprietary Rights**

"INVESTING WITHOUT BORDERS," Trademark Registration No. 3,333,567, registered November 13, 2007. Completed a first 10-year renewal in 2017, so the next 10-year renewal will have to be accomplished between November 13, 2026 and November 13, 2027.

The trade/service names "FIM Group," "FIMGroup," "FIMgroup," "FIM," "Financial & Investment Management Group," and all trade/service names similar thereto.