

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
Savant Capital Management, Incorporated		10/24/2011	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Savant Capital, LLC		
Street Address:	190 Buckley Drive		
City:	Rockford		
State/Country:	ILLINOIS		
Postal Code:	61107		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2723004	SAVANT CAPITAL MANAGEMENT	
Registration Number:	3438931	SAVANT	
Registration Number:	3945310	SAVANT PORTFOLIOS	
CORRESPONDENCE DATA			
Fax Number:	8156545770		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	815-633-5300		
Email:	rockmail@reinhardt.com		
Correspondent Name:	Andrew J. Heinsch		
Address Line 1:	2215 Perrygreen Way		
Address Line 4:	Rockford, ILLINOIS 61107		
ATTORNEY DOCKET NUMBER:	500684, 505913, 507608		
NAME OF SUBMITTER:	Andrew J. Heinsch		

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Signature:	/Andrew J. Heinisch/
Date:	04/01/2013
Total Attachments: 6 source=Savant Capital Management to Savant Capital#page1.tif source=Savant Capital Management to Savant Capital#page2.tif source=Savant Capital Management to Savant Capital#page3.tif source=Savant Capital Management to Savant Capital#page4.tif source=Savant Capital Management to Savant Capital#page5.tif source=Savant Capital Management to Savant Capital#page6.tif	

CONTRIBUTION AND ASSIGNMENT AGREEMENT

THIS CONTRIBUTION AND ASSIGNMENT AGREEMENT (this "Agreement") dated as of October 24, 2011, is entered into between Savant Capital Management, Incorporated, an Illinois corporation (the "Assignor"), and Savant Capital, LLC, a Delaware limited liability company (the "Assignee").

Recitals

WHEREAS, the Assignee is a newly formed Delaware limited liability company;

WHEREAS, the Assignor desires to contribute substantially all of its assets and revenues and certain of its liabilities to the Assignee (the "Assignment") in exchange for Class A Units of the Assignee with such transactions to be effective as of 12:01 a.m. on January 1, 2012 (the "Effective Time");

WHEREAS, the Assignee desires, as of the Effective Time, to accept the Assignment and to limit the Assignor's activities as set forth herein, and to transfer to the Assignor Class A Units of the Assignee; and

WHEREAS, immediately following the transfer of the Class A Units of the Assignee, the Assignor will hold all of the equity interests of the Assignee; and

WHEREAS, the Assignee intends to file a Form ADV with the Securities and Exchange Commission to succeed to the Assignor's registration as a registered investment adviser under the Investment Advisers Act of 1940, as amended (the "Advisers Act").

Agreement

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. **Initial Assignment of Assets.**

(a) Upon the effectiveness of this Agreement at the Effective Time (except as otherwise provided herein), the Assignor does hereby sell, assign, transfer, convey, and deliver unto the Assignee and its successors and assigns, to have and to hold forever for its and their own use and benefit forever, the entire right, title and interest in, to and under all of the assets of the Assignor other than the Excluded Assets (as defined below) (the "Initial Assigned Assets"), in each case free and clear of all Liens and other encumbrances of any kind whatsoever and as such assets exist on the date of this Agreement, which assigned assets include, without limitation, the following:

- (i) all goodwill of the Assignor;
- (ii) all tangible property, real, personal or mixed of the Assignor;

- (iii) all prepayments of the Assignor;
- (iv) all supplies of the Assignor;
- (v) all software data, drawings and advertising materials of the Assignor;
- (vi) all leasehold improvements of the Assignor to the extent transferable;
- (vii) all computer software, databases, magnetic tapes and files of the Assignor;
- (viii) all books, records and ledgers of the Assignor relating to the operation of the advisory business of the Assignor;
- (ix) all customer, client and mailing lists of the Assignor;
- (x) all rights of the Assignor under all licenses, permits, authorizations, orders, registrations, certificates, variances, approvals, consents and franchises used in connection with the operation of the business of the Assignor or any pending applications relating to any of the foregoing;
- (xi) all Intellectual Property (as defined below) of the Assignor and, in each case, the goodwill associated therewith, licenses and sublicenses granted in respect thereto and rights thereunder, remedies against infringements thereof and rights to protection of interest therein;
- (xii) all written licenses, sublicenses, agreements and permissions pursuant to which the Assignor uses any Intellectual Property owned by a third-party and, in each case, the goodwill associated therewith, licenses and sublicenses granted in respect thereto and rights thereunder, remedies against infringements thereof and rights to protection of interest therein;
- (xiii) all rights of the Assignor under any contracts (including employment contracts), indentures, mortgages, purchase orders, leases or subleases, instruments, liens, guaranties and other agreements other than the Investment Advisory Contracts (defined below) (the "Contracts");
- (xiv) all files, plans, documents, correspondence, lists, notebooks, creative materials, advertising and promotional materials, marketing materials, studies, reports, equipment repair, maintenance or service records, in each case whether written or electronically stored or otherwise recorded;
- (xv) all rights of the Assignor to the use of the name "Savant Capital Management" and each other name, including each trade name, under which the Assignor conducts business;
- (xvi) all rights of the Assignor to its current telephone numbers;

- (xvii) all employment contracts, restrictive covenant agreements and all Employee Plans (as defined below) which are sponsored or maintained by the Assignor; and
- (xviii) all other assets of the Assignor of every kind and description, tangible or intangible.

For purposes of this Agreement, (I) "Intellectual Property" means (t) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (u) all trademarks, service marks, trade dress, logos and trade names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (v) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (w) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (x) all computer software (including data and related documentation), (y) all other proprietary rights and (z) all copies and tangible embodiments thereof (in whatever form or medium); (II) an "Employee Plan" means any plan, program, agreement, policy or arrangement, whether covering a single individual or group of individuals, and whether or not reduced to writing, that is: (w) any Welfare Plan, (x) any employee pension benefit plan within the meaning of section 3(2) of the Employee Retirement Income Securities Act of 1974, as amended ("ERISA"), (y) a stock bonus, stock purchase, stock option, restricted stock, stock appreciation right or similar equity-based plan, and (z) any other deferred compensation, retirement, welfare benefit, bonus, incentive or fringe benefit plan or arrangement; and (III) "Welfare Plan" means any employee welfare benefit plan within the meaning of section 3(1) of ERISA).

(b) Notwithstanding anything in Section 1(a) to the contrary, the Assignor does not convey, transfer, assign, grant, sell or deliver pursuant to Section 1(a), and there shall expressly be excluded from the Initial Assigned Assets the following (the "Excluded Assets"):

- (i) all key man life insurance held by Assignor with respect to its shareholders; and
- (ii) all refunds (whether tax, insurance or otherwise) existing on the date hereof and accruing to the Assignor.

(c) Notwithstanding anything in Section 1(a) to the contrary, (X) if any Initial Assigned Asset shall by its terms be not assignable or transferable by the Assignor or be assignable or transferable only upon consent of a party thereto, then the Assignor shall use its reasonable best efforts to obtain such consent and assign or transfer such Initial Assigned Asset to the Assignee, and (Y) the employees of the Assignor shall not become employees of the Assignee on the date hereof, but shall become employees of the Assignee on the Employee Transfer Date.

2. **Assignment of Investment Advisory Contracts.**

(a) Upon Assignee becoming registered as an investment adviser under the Advisers Act pursuant to an application for registration as a successor to the business of an investment adviser (the date of such registration, the "Registration Date"), the Assignor shall use its best efforts with respect to each Investment Advisory Contract to obtain the consent (including, to the extent permitted thereunder, by negative consent) of all of the other parties to such Investment Advisory Contract to assign such Investment Advisory Contract to the Assignee, and upon obtaining such consent shall assign such Investment Advisory Contract to the Assignee as of the Effective Time.

(b) After the Registration Date, the Assignor will not enter into any Investment Advisory Contracts.

3. **Registration as an Investment Adviser.** Each of the Assignor and the Assignee shall use best efforts to cause the Assignee to become registered as an investment adviser under the Advisers Act pursuant to an application for registration as a successor to the business of an investment adviser.

4. **Transfer of Class A Units.** In consideration for the assignments set forth in Sections 1 and 2, the Assignee shall deliver to Assignor, as of the Effective Time, all of the Assignee's outstanding Units.

5. **Governing Law; Waiver of Jury Trial.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

6. **Severability.** If any one or more of the provisions contained in this Agreement or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

7. **Counterparts.** This Agreement may be executed in any number of counterparts. Any single counterpart or set of counterparts executed, in either case, by all the parties hereto shall constitute a full and original Agreement for all purposes.

8. **Binding Effect.** This Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees and successors.

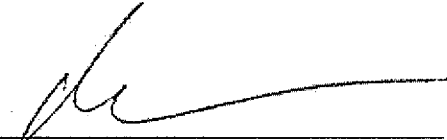
9. **Attorneys in Fact.** The Assignor hereby constitutes and appoints the Assignee and its successors and assigns as its true and lawful attorneys in fact in connection with the transactions contemplated by this instrument, with full power of substitution, in the name and stead of the Assignor but on behalf of and for the benefit of the Assignee and its successors and assigns, to demand and receive any and all of the assets, properties, rights and business hereby conveyed, assigned, and transferred or intended so to be, and to give receipt and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute, in the name of the Assignor or otherwise, for the benefit of the Assignee or its successors and assigns, proceedings at law, in equity, or otherwise, which the Assignee or its successors or assigns reasonably deem proper in order to collect or reduce to possession or endorse any of the assets assigned hereunder and to do all acts and things in relation to the assets which the Assignee or its successors or assigns reasonably deem desirable.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized signatories as of the day and year first written above.


ASSIGNOR:

SAVANT CAPITAL MANAGEMENT, INCORPORATED

By: 
Name: Brent R. Brodeski
Title: Chief Executive Officer

ASSIGNEE:

SAVANT CAPITAL, LLC

By: 
Name: Brent R. Brodeski
Title: Manager