

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM746243

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|------------------------------------------|----------------------------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900695114 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| D3 Financial Counselors, LLC | | 09/07/2018 | Limited Liability Company: 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: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5146214 | WE HELP SMART PEOPLE MAKE SMARTER FINANC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8156545770 | | |
| <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> | | | |
| Phone: | 8156335300 | | |
| Email: | rockmail@reinhardtllaw.com | | |
| Correspondent Name: | Timothy P. Naill | | |
| Address Line 1: | 2215 Perrygreen Way | | |
| Address Line 4: | Rockford, ILLINOIS 61107 | | |
| ATTORNEY DOCKET NUMBER: | 512714 | | |
| NAME OF SUBMITTER: | Timothy P. Naill | | |
| SIGNATURE: | /Timothy P. Naill/ | | |
| DATE SIGNED: | 08/05/2022 | | |
| Total Attachments: 5 | | | |
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PURCHASE AND CONTRIBUTION AGREEMENT

BY AND AMONG

D3 FINANCIAL COUNSELORS, LLC

DONALD D. DUNCAN

ADAM J. GLASSBERG

AND

SAVANT CAPITAL, LLC

September 7, 2018

taxes or other charges in the nature of excise, withholding, ad valorem, stamp, transfer, value added, or gains taxes; license, registration and documentation fees; and customs duties, tariffs, and similar charges.

“Tax Return” means any return, declaration, report or similar statement filed or required to be filed with a Governmental Authority with respect to any Tax (including any attached schedules), including, without limitation, any information return, claim for refund, amended return or declaration of estimated Tax and all federal, state, local and foreign returns, reports and similar statements.

“Total Seller Consideration” means an amount equal to the sum of the Closing Purchase Price, plus any Additional Base Consideration plus any Earn-Out Payments, and, for the avoidance of doubt, any Additional Base Consideration and any Earn-Out Payment that is not paid by Savant and/or earned by D3 shall not be considered part of the Total Seller Consideration for purposes of this Agreement.

“Trademark Assignment Agreement” has the meaning set forth in Section 2.14(a).

“Transferred Employees” shall mean those certain employees of D3 set forth on Schedule 3.9 of the Seller Disclosure Schedule.

“Transfer Taxes” has the meaning set forth in Section 7.3(a).

“Valuation Date” means a date mutually agreed upon between the Parties that is no more than seven (7) days prior to the Closing Date.

“Welfare Plan” means an employee welfare benefit plan within the meaning of Section 3(1) of ERISA.

1.2 Accounting Terms. Accounting terms not defined herein shall have the meaning ascribed to them in GAAP.

ARTICLE II

PURCHASE AND CONTRIBUTION OF ASSETS AND CLOSING

2.1 Acquired Assets. D3 agrees to and the Selling Members agree to cause D3 to contribute, sell, convey, transfer, assign and deliver to Savant, and Savant agrees to accept, purchase and acquire from D3, at the Closing, subject to and upon the terms and conditions contained herein, free and clear of any Liens or other encumbrance of any kind whatsoever, all of the properties and assets of D3 other than the Excluded Assets (collectively, the “Acquired Assets”), specifically including (but not limited to) the following:

(a) except to the extent expressly restricted by any applicable Privacy Laws, all Client and prospective client lists and compilations of D3;

(b) all Seller Business Intellectual Property, licenses and sublicenses granted in respect thereto and rights thereunder, remedies against infringements thereof and rights to protection of interest therein, including the Seller Licensed Intellectual Property and Seller Owned Intellectual Property set forth on Schedule 2.1(h) of the Seller Disclosure Schedule;

(c) all rights of D3 under (i) each Investment Advisory Contract of the Closing Clients provided such Closing Client has consented to the assignment of its advisory agreement through

either a Positive Consent or a Negative Consent, and (ii) any other contracts set forth on Schedule 2.1(e) of the Seller Disclosure Schedule (collectively, the "Contracts");

(d) all Books and Records of D3 other than limited liability company minute books, member lists or ledgers and similar company records, Tax Returns, all accounting and financial records, and all advisory records that D3 is required by law to retain in its possession, provided that Savant shall make same available to D3 as from time to time reasonably requested by D3 with respect to audits or otherwise;

(e) all rights of the Sellers to use the name "D3 Financial Counselors, LLC" and each other name, including each trade name, under which the Business was conducted;

(f) all rights of D3 to the telephone and fax numbers, internet website or domain names, and e-mail addresses currently used by D3, as listed on Schedule 2.1(f) of the Seller Disclosure Schedule;

(g) cash in an amount equal to D3's collected but unearned fees from the Closing Clients and Post-Closing Clients as of the Closing Date and as of the Adjustment Date; and

(h) all other intangible rights and property of the Sellers, including goodwill and going concern value, in D3 and the Acquired Assets.

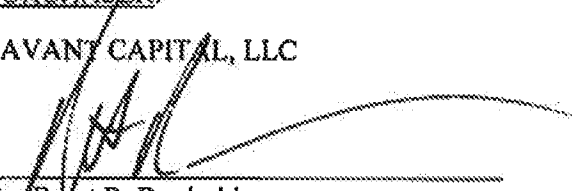
Nothing in this Agreement nor the consummation of the transactions contemplated hereby shall be construed as an attempt or agreement to assign any Acquired Asset which by its terms or by Laws and Regulations is nonassignable without the Consent of a third party or a Governmental Authority or is cancelable by a third party in the event of an assignment or purported assignment ("Nonassignable Assets") unless and until such Consent shall have been obtained. The Parties shall cooperate with each other and shall take all commercially reasonable actions to obtain any such Consents. To the extent permitted by applicable Laws and Regulations, in the event Consents to the assignment thereof cannot be obtained, such Nonassignable Assets shall be held, as of and from the Closing Date, by D3 or the applicable Affiliate of D3 in trust for Savant and the covenants and obligations thereunder shall be performed by Savant in D3's or such Affiliate's name and all benefits and obligations existing thereunder shall be for Savant's account. Except with respect to any Client that does not consent to the assignment of its Investment Advisory Contract by Negative Consent, if permitted, or Positive Consent within ninety (90) days following the Closing Date, D3 shall take or cause to be taken at Savant's expense such actions in its name or otherwise as Savant may reasonably request so as to provide Savant with the benefits of the Nonassignable Assets and to effect collection of money or other consideration that becomes due and payable under the Nonassignable Assets, and D3 or the applicable Affiliate of D3 shall promptly pay over to Savant all money or other consideration received by it after the Closing Date in respect of all Nonassignable Assets. As of and from the Closing Date, (i) D3 on behalf of itself and its Affiliates authorizes Savant, to the extent permitted by applicable Laws and Regulations and the terms of the Nonassignable Assets, at Savant's expense, to perform all the obligations and receive all the benefits of D3 or its Affiliates under the Nonassignable Assets and appoints Savant its attorney-in-fact to act in its name on its behalf or in the name of the applicable Affiliate of D3 and on such Affiliate's behalf with respect thereto, and (ii) Savant agrees to indemnify and hold harmless D3 and its Affiliates from and against any claims, expenses or liabilities of any kind pertaining to D3's performance of its obligations under this paragraph.

2.2 Excluded Assets. Notwithstanding anything in this Agreement to the contrary, there shall be excluded from the Acquired Assets to be sold, assigned, transferred, conveyed and delivered to Savant hereunder and, to the extent in existence on the Closing Date, there shall be retained by the Sellers (a) all contracts (whether oral or written) between D3 and any other Person, other than the

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement as of the date first written above.

PURCHASER:

SAVANT CAPITAL, LLC


By: Brent R. Brodeski
Title: Chief Executive Officer

D3:

D3 FINANCIAL COUNSELORS, LLC

By: Donald D. Duncan
Title: Managing Director

DUNCAN:

Donald D. Duncan

GLASSBERG:

Adam J. Glassberg

[Signature Page to Purchase and Contribution Agreement]

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement as of the date first written above.

PURCHASER:

SAVANT CAPITAL, LLC

By: Brent R. Brodeski
Title: Chief Executive Officer

D3:

D3 FINANCIAL COUNSELORS, LLC



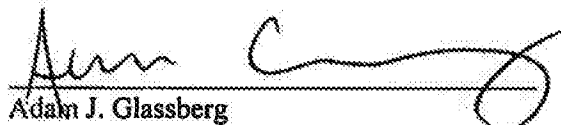
By: Donald D. Duncan
Title: Managing Director

DUNCAN:



Donald D. Duncan

GLASSBERG:



Adam J. Glassberg

[Signature Page to Purchase and Contribution Agreement]