

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900749232		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SFG Wealth Planning Services, Inc.		09/30/2022	Corporation:
SFG INVESTMENT ADVISORS, INC.		09/30/2022	Corporation:
Charles F. Steege		09/30/2022	INDIVIDUAL:
Matthew P. Witter		09/30/2022	INDIVIDUAL:
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	
Serial Number:	97550246	STREQUITY+	
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:	Reinhart Boerner Van Deuren P.C.		
Address Line 1:	2215 Perrygreen Way		
Address Line 4:	Rockford, ILLINOIS 61107		
ATTORNEY DOCKET NUMBER:	512933		
NAME OF SUBMITTER:	Timothy P. Naill		
SIGNATURE:	/Timothy P. Naill/		
DATE SIGNED:	02/23/2023		

Total Attachments: 7

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ASSET PURCHASE AGREEMENT

BY AND AMONG

SFG WEALTH PLANNING SERVICES, INC.,

SFG INVESTMENT ADVISORS, INC.,

CHARLES F. STEEGE,

MATTHEW P. WITTER,

AND

SAVANT CAPITAL, LLC

September 30, 2022

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of September 30, 2022, is being entered into by and among SFG Wealth Planning Services, Inc., a Pennsylvania corporation (“SFG Wealth Planning”), SFG Investment Advisors, Inc., a Pennsylvania corporation (“SFG Investment Advisors”, and together with SFG Wealth Planning Services, Inc., the “Seller Entities”), Charles F. Steege (“Steege”), Matthew P. Witter (“Witter”), and Savant Capital, LLC, a Delaware limited liability company (“Savant”). Steege and Witter may each be referred to herein individually as a “Seller Owner” and collectively as the “Seller Owners”. The Seller Owners and the Seller Entities may each be referred to herein individually as a “Seller” and collectively as the “Sellers”. Each of Savant and the Sellers shall be referred to as a “Party” and together the “Parties.”

RECITALS

WHEREAS, SFG Investment Advisors is registered as an investment adviser with the Securities and Exchange Commission (the “SEC”) and, together with SFG Wealth Planning engages in the business of providing investment advisory and wealth management services to institutions and high net worth individuals and families (the “Business”);

WHEREAS, the Seller Owners legally and beneficially hold 100% of the equity interests of each of the Seller Entities;

WHEREAS, the Seller Entities desire to transfer to Savant and Savant desires to acquire, certain specified assets relating to the Business, upon the terms and subject to the conditions hereinafter set forth in this Agreement (the “Acquisition”); and

WHEREAS, the Seller Owners have each executed and delivered to Savant a Confidentiality, Non-Competition and Non-Solicitation Agreement, forms of which are attached hereto as Exhibit A, which shall become effective upon the Closing (each, a “Restrictive Covenant Agreement”, and collectively, the “Restrictive Covenant Agreements”).

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement, intending to be legally bound, do hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 As used in this Agreement, the terms set forth below shall have the following meanings:

“Acquired Assets” has the meaning set forth in Section 2.1.

“Acquisition” has the meaning set forth in the recitals.

“Acquisition Transaction” has the meaning set forth in Section 5.5.

“Adjusted Closing Consideration” has the meaning set forth in Section 2.6(a)(i).

“Adjusted Closing Revenues” has the meaning set forth in Section 2.6(a)(ii).

“Adjusted EBITDA” has the meaning set forth in Section 2.6(a)(iii).

“Adjustment Date” means January 31, 2023.

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.

“Tax Treatment” has the meaning set forth in Section 2.11(c).

“Total Seller Consideration” means an amount equal to the total amount of the Closing Cash Consideration, plus the aggregate of any additional amounts paid or payable by Savant to Seller and / or the Seller Owners pursuant to Sections 2.6, 2.8 and 2.9 of this Agreement.

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

“Transferred Employees” shall mean those certain employees of Seller set forth on Schedule 3.10 of the Seller Disclosure Schedule.

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

“Unit Purchase Agreements” has the meaning set forth in Section 2.7(c).

“Valuation Date” means a date mutually agreed upon between the Parties that is no more than seven (7) business 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 SALE OF ASSETS AND CLOSING

2.1 Acquired Assets. Each Seller Entity agrees to and the Seller Owners agree to cause each Seller Entity to sell, convey, transfer, assign and deliver to Savant, and Savant agrees to purchase and acquire from the Seller Entities, 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 Seller Entities 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 each Seller Entity;

(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(b) of the Seller Disclosure Schedule;

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

agreement through a Positive Consent, and (ii) any other contracts set forth on Schedule 2.1(c) of the Seller Disclosure Schedule (collectively, the “Contracts”);

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

(e) all rights of the Seller Entities to use the names “SFG Wealth Planning”, “SFG Advisors”, and each other name, including each trade name, under which the Business was conducted;

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

(g) cash in an amount equal to the Seller Entities’ collected but unearned fees from the Closing Clients and Post-Closing Clients as of the Closing Date and as of the Adjustment Date (which will be netted against the total amount of cash payable to the Seller Entities at Closing);

(h) all rights of each Seller Entity to any fees from the Closing Clients and Post-Closing Clients earned after the Closing Date;

(i) all rights of such Seller Entity under any non-competition provisions, non-solicitation provisions, or similar restrictive covenants in any employment agreements with current or former employees or independent contractors of the Business;

(j) each Seller Entity’s furniture and equipment used by employees to provide services to such Seller Entity’s clients; and


(k) all other intangible rights and property of the Seller Entities except for the Excluded Assets (defined below), goodwill and going concern value, in the Seller Entities 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 the applicable Seller Entity or the applicable Affiliate of such Seller Entity in trust for Savant and the covenants and obligations thereunder shall be performed by Savant in Seller’s or such Affiliate’s name and all benefits and obligations existing thereunder shall be for Savant’s account. Except with respect to any Non-Consenting Client that does not consent to the assignment of its Investment Advisory Contract by Positive Consent within one hundred twenty (120) days following the Closing Date, the applicable Seller Entity 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 the applicable Seller Entity or the applicable Affiliate of Seller the Seller Entity 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

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

SELLERS:

SFG WEALTH PLANNING SERVICES, INC.

By: Charles F. Steege
Title: President

SFG INVESTMENT ADVISORS, INC.

By: Charles F. Steege
Title: President

Charles F. Steege

Matthew P. Witter

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

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Title: President

SFG INVESTMENT ADVISORS, INC.

By: Charles F. Steege
Title: President

Charles F. Steege

Matthew P. Witter

[Signature Page to Asset Purchase Agreement]

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