

Trademark Capital Management, Inc.

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Trademark Capital Management, Inc.

Brochure

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This brochure provides information about the qualifications and business practices of Trademark Capital Management, Inc. (the “Registrant”). If you have any questions about the contents of this brochure, please contact us at (727) 848-8950 or DCampbell@trademarkcapital.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Trademark Capital Management, Inc. also is available on the SEC’s website at www.adviserinfo.sec.gov.

References herein to Trademark Capital Management, Inc. as a “registered investment adviser” or any reference to being “registered” does not imply a certain level of skill or training.

Item 2 Material Changes

On January 1, 2011, ManageMy401k.com and Athens Capital Group, LLC merged into Trademark Capital Management, Inc. (“Trademark” or the “Registrant”). Pursuant to the terms of the merger agreements, Joseph Ezernack and Donald Beasley, previously of Athens Capital Group, LLC, have become part owners of Trademark. Additionally, Messrs. Ezernack and Beasley have been named as Trademark’s Chief Investment Officer and Principal, respectively. Steve Athanassie shall continue to serve as Trademark’s Managing Principal. Also, as a result of the merger with ManageMy401k.com, Trademark has added a new division of services geared towards providing ERISA retirement plans with investment advisory services. Dorothy Campbell, previously a Principal of ManageMy401k.com became a Principal of Trademark Capital.

There have been no additional material changes made to Trademark’s Disclosure statement since its last Annual Amendment filing on March, 2010.

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Item 4 **Advisory Business**

- A. Trademark Capital Management Inc. (the “Registrant”) is a corporation formed on July 3, 1995 in the State of Florida. The Registrant became registered as an Investment Adviser Firm in November 1999. The Registrant is principally owned by Steve Athanassie and Joseph Ezernack. Dorothy Campbell and Donald Beasley are the Registrant’s Principals.
- B. As discussed below, the Registrant offers to its clients (individuals, business entities, pension and profit sharing plans, trusts, estates and charitable organizations, etc.) investment advisory services, and, to the extent specifically requested by a client, financial planning and related consulting services.

INVESTMENT ADVISORY SERVICES

The Registrant provides wealth management services to individual clients and business entities through its Trademark Capital Private Client division.

Asset Management Services for Individuals and Institutions

The client can determine to engage the Registrant to provide discretionary and/or non-discretionary investment advisory services on a *fee* basis. The Registrant’s annual investment advisory fee is based upon a percentage (%) of the market value of the assets placed under the Registrant’s management between negotiable and 1.25%. The following tiered fee schedules apply to the total value of the client assets under management. As the client’s account value exceeds each tier, the portion of the account in excess of each tier will be billed at the next tier’s rate.

Discretionary Basis

<u>Market Value of All Assets Under Management</u>	<u>% of Assets</u>
\$100,000 - \$499,999	1.25%
\$500,000 - \$4,999,999	1.00%
\$5,000,000 and above	0.75%

Registrant's annual Asset Management fee shall include investment advisory services, and, to the **extent specifically requested** by the client, financial planning and consulting services. In the event that the client requires extraordinary planning and/or consultation services (to be determined in the sole discretion of the Registrant), the Registrant may determine to charge for such additional services, the dollar amount of which shall be set forth in a separate written notice to the client.

Collective Investment Funds. The Registrant also serves as the investment adviser to various collective investment funds (each reflecting a different investment strategy) sponsored by Hand Benefits & Trust Company (HB&T), a state-chartered trust company regulated by the Texas Department of Banking. Collective funds represent a pooled group of accounts that are combined to create a larger, well-diversified portfolio,

typically a fund of grouped assets contributed by pension, profit sharing, retirement, or other trusts that are exempt from federal income tax. These pooled funds are grouped into what is commonly referred to as a master trust account under the control of the fund custodian (here HB&T) which acts as the administrator. The Registrant generally receives an investment management fee between 0.35% and 0.80% for services rendered to the collective investment funds.

FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE)

To the extent specifically requested by a client, the Registrant *may* determine to provide financial planning and/or consulting services on a stand-alone separate fee basis. The Registrant offers three distinct financial planning/consulting service agreements from which the client is free to choose.

Prior to engaging the Registrant to provide planning or consulting services, clients are generally required to enter into a written agreement with the Registrant setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to be provided, and the portion of the fee that is due from the client prior to Registrant commencing services. If requested by the client, Registrant may recommend the services of other professionals for implementation purposes, including the Registrant's representatives in their individual capacities as licensed insurance agents. (*See* disclosure at Item 10 C.8). The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from the Registrant. **Please Note:** If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. **Please Also Note:** It remains the client's responsibility to promptly notify the Registrant if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Registrant's previous recommendations and/or services.

Comprehensive Family Office ("CFO") Wealth Management Solution

Clients may engage the Registrant to provide its CFO Wealth Management Solution service. The Registrant's fee for this service is based upon the client's current net worth. The Registrant's CFO Wealth Management Solution service *may* include the following:

Tax Compliance, Planning & Preparation	Estate & Wealth Transfer Planning
Investment Policy & Asset Allocation	Trust Services & Management
Portfolio Strategy & Manager Selection	Insurance & Risk Management
Investment Performance Monitoring	Debt Structuring & Analysis
Portfolio Accounting & Tax Reporting	Charitable Donations
Cash Flow Planning	Personal Financial Statement Preparation
Multi-Generational Wealth Planning	Data & Document Management

OnTrack Coach™

The Registrant *may* offer module financial planning that includes one of the following consultant services: cash flow analysis and coaching, retirement planning, risk protection planning or estate planning. The fee assessed is an initial flat fee and a quarterly ongoing fee.

Hourly Consultation

The Registrant *may* determine to provide various levels of consulting services on an hourly fee basis. Registrant's planning and consulting fees are negotiable, but generally range from \$75 to \$225 on an hourly rate basis, depending upon the level and scope of the service(s) required and the professional(s) rendering the service(s)

RETIREMENT PLAN ADVISORY SERVICES

The Registrant provides advisory services to ERISA retirement plans through its ManageMy401k.com division. The Registrant provides the following services:

The Retirement Plan Evaluator

If engaged to perform this service, the Registrant shall conduct a comprehensive review of a 401k plan and then benchmark it against industry averages. The fees for this service are fixed based on the Plan size.

The Fiduciary Shield

If engaged to perform this services, the Registrant shall implement a multi-step process to help the Plan Fiduciary carry out its fiduciary responsibility to monitor the Plan's investments. Establishing a sound fiduciary governance process is vital to good decision-making and to documenting that prudent procedural steps are followed in making investment decisions. The fees for this service can be fixed or asset based depending upon the scope of service engaged.

The 401k University

If engaged to perform this service, the Registrant shall provide financial education to all levels of employees of the Plan Sponsor, regardless of their participation in the Plan, to enable them to confidently accumulate and manage their savings toward their retirement. The fees for this service are fixed based on the scope of service engaged.

The On-Track Coach

If engaged to provide this service, the Registrant shall provide workplace personal financial planning to employees of the Plan Sponsor, regardless of their participation in the Plan, and/or 401k account management to Plan Participants. The fees for this service are fixed.

The Vendor Search Manager

If engaged to provide this service, the Registrant shall consult with the Plan Fiduciary to make an informed and knowledgeable vendor selection decision. The fees for this service are assessed on an hourly basis.

The Retirement Director

If engaged to provide this service, the Registrant shall provide all the services described above to the Plan Sponsor. Additionally, the Registrant shall act as co-fiduciary providing investment advice within the meaning of ERISA § 3(21)(A)(ii) to the Plan Fiduciary when advising the Plan Fiduciary and/or the Retirement Plan or Investment Committee on investment management issues. To the extent that the Service Provider exercises discretionary authority or control over the management or disposition of the Plan assets, the Service Provider is also an investment manager within the meaning of ERISA § 3(38). The fee for this service is a tiered-asset base schedule based on the asset

in the Plan.

MISCELLANEOUS

Non-Investment Consulting/Implementation Services. To the extent requested by the client, the Registrant *may* provide consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. Neither the Registrant, nor any of its representatives, serves as an attorney or accountant and no portion of the Registrant's services should be construed as same. To the extent requested by a client, the Registrant may recommend the services of other professionals for certain non-investment implementation purposes (i.e. attorneys, accountants, insurance, etc.), including representatives of the Registrant in their separate licensed capacities as discussed below. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from the Registrant. **Please Note:** If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. **Please Also Note:** It remains the client's responsibility to promptly notify the Registrant if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Registrant's previous recommendations and/or services.

Please Note: Liquidation of Securities to Pay Advisory Fees. In the event that the Registrant's advisory fees are due and the client's advisory account does not contain sufficient funds to pay those advisory fees, the Registrant shall have authority to sell/redeem/liquidate securities held in the client's portfolio, in sufficient amounts, to pay the Registrant's then due advisory fees.

Client Obligations. In performing its services, Registrant shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely thereon. Moreover, each client is advised that it remains his/her/its responsibility to promptly notify the Registrant if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Registrant's previous recommendations and/or services.

Disclosure Statement. A copy of the Registrant's written Brochure as set forth on Part 2A of Form ADV shall be provided to each client prior to, or contemporaneously with, the execution of the *Asset Management Agreement or Financial Planning and Consulting Agreement*. Any client who has not received a copy of Registrant's written Brochure at least 48 hours prior to executing the *Asset Management Agreement or Financial Planning and Consulting Agreement* shall have five business days subsequent to executing the agreement to terminate the Registrant's services without penalty.

- C. The Registrant shall provide investment advisory services specific to the needs of each client. Prior to providing investment advisory services, an investment adviser representative will ascertain each client's investment objective(s). Thereafter, the Registrant shall allocate and/or recommend that the client allocate investment assets consistent with the designated investment objective(s). The client may, at anytime, impose reasonable restrictions, in writing, on the Registrant's services.
- D. The Registrant does not participate in a wrap fee program.

- E. As of February 28, 2011, the Registrant had \$102,345,230 in assets under management on a discretionary basis.

Item 5 Fees and Compensation

- A. The client can determine to engage the Registrant to provide discretionary and/or non-discretionary investment advisory services on a *fee* basis.

INVESTMENT ADVISORY SERVICES

Asset Management Services for Individuals and Institutions

The client can determine to engage the Registrant to provide discretionary investment advisory services on a *fee* basis. The Registrant's annual investment advisory fee is based upon a percentage (%) of the market value of the assets placed under the Registrant's management between negotiable and 1.25%. The following tiered fee schedules apply to the total value of the client assets under management. As the client's account value exceeds each tier, the portion of the account in excess of each tier will be billed at the next tier's rate.

<u>Market Value of All Assets Under Management</u>	<u>% of Assets</u>
\$100,000 - \$499,999	1.25%
\$500,000 - \$4,999,999	1.00%
\$5,000,000 and above	0.75%

Registrant's annual Asset Management fee shall include investment advisory services, and, to the **extent specifically requested** by the client, financial planning and consulting services. In the event that the client requires extraordinary planning and/or consultation services (to be determined in the sole discretion of the Registrant), the Registrant may determine to charge for such additional services, the dollar amount of which shall be set forth in a separate written notice to the client.

FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE)

To the extent specifically requested by a client, the Registrant *may* determine to provide financial planning and/or consulting services (including investment and non-investment related matters, including estate planning, insurance planning, etc.) on a stand-alone fee basis. The Registrant offers three distinct financial planning/consulting service agreements from which the client is free to choose.

Comprehensive Family Office ("CFO") Wealth Management Solution

Clients may engage the Registrant to provide its CFO Wealth Management Solution service. The Registrant's fee for this service is based upon the client's current net worth. The fee schedule is as follows:

Net Worth	1st Year Advisory Fee	2 nd & 3 rd Year Advisory Fee
Up to \$700,000	\$3,500	\$3,125
\$700,000 - \$800,000	\$4,100	\$3,725
\$800,000 - \$1,000,000	\$4,875	\$4,475
\$1,000,000 - \$1,200,000	\$5,750	\$5,225

\$1,200,000 - \$1,600,000	\$6,750	\$6,125
\$1,600,000 - \$2,000,000	\$8,250	\$7,625
\$2,000,000 - \$2,500,000	\$10,000	\$9,250
\$2,500,000 - \$3,000,000	\$11,500	\$10,750
\$3,000,000 - \$3,500,000	\$13,250	\$12,250
\$3,500,000 - \$4,000,000	\$15,000	\$13,750
\$4,000,000 - \$4,500,000	\$15,750	\$14,750
\$4,500,000 - \$5,000,000	\$16,750	\$15,750
\$5,000,000 - \$5,750,000	\$18,000	\$16,750
\$5,750,000 - \$6,500,000	\$18,750	\$17,500
\$6,500,000 - \$7,250,000	\$19,500	\$18,250
\$7,250,000 - \$8,000,000	\$20,000	\$18,500
\$8,000,000 - \$9,000,000	\$20,250	\$19,000
\$9,000,000 - \$10,000,000	\$20,500	\$19,500
\$10,000,000 & Above	Negotiable	

*Net Worth includes investment assets over which there is control, such as investment accounts, 401(k)s, 403(b)s, vested stock options, rental properties, 2nd homes, etc. Excluded are personal residence and tangible personal property such as vehicles, jewelry, etc.

Additional fees may apply to business owners and self-employed for tax preparation and accounting services. The fees could range between \$250–\$2,500 depending upon the extent of the work involved.

The Registrant's fee will be assessed quarterly pro-rata to the date the CFO Wealth Management agreement is signed. Thereafter, the advisory fee will be payable quarterly, in advance. The advisory fee may be adjusted at the end of three years and every three years thereafter based on Trademark Capital's formula at that time. The client shall receive written notice before the implantation of fee increase.

OnTrack Coach™

The Registrant *may* offer module financial planning that includes one of the following consultant services: cash flow analysis and coaching, retirement planning, risk protection planning or estate planning. The fee assessed is an initial flat fee and a quarterly ongoing fee. The fee schedule is as follows:

	<u>Planning Only</u>	<u>Planning with Tax Preparation</u>
Initial Fee	\$795	\$995
Quarterly Fee	\$199	\$249

Additional fees may apply to business owners and self-employed individuals for tax preparation and accounting services. The fees could range between \$250–\$2,500 depending upon the extent of the work involved.

The initial payment will be assessed on the date the OnTrack Coach™ agreement is signed. The Registrant's quarterly fee will be assessed pro-rata to the date the OnTrack Coach™ Agreement is signed. Thereafter, the advisory fee will be payable quarterly, in advance.

Hourly Consultation

The Registrant *may* determine to provide various levels of consulting services on an hourly fee basis. Registrant's planning and consulting fees are negotiable, but generally range from \$75 to \$225 on an hourly rate basis, depending upon the level and scope of the service(s) required and the professional(s) rendering the service(s). The Registrant's hourly fees are due upon completion of the services or on a monthly basis, whichever occurs first. Fees are not negotiable and are charged in accordance with the fee schedule below.

Certified Financial Planner (CFP)	\$225 per hour
Accredited Investment Fiduciary (AIF)	\$225 per hour
Registered Paraplanner (RP)	\$165 per hour
Research Project Associate	\$75 per hour
Accountant	\$165 per hour
Tax Preparer	\$125 per hour
Bookkeeper	\$100 per hour

RETIREMENT PLAN ADVISORY SERVICES

The Retirement Plan Evaluator

If engaged to perform this service, the Registrant shall conduct a comprehensive review of a 401k plan and then benchmark it against industry averages. The fees for this service are fixed based on the Plan size.

The fee range is based on the size of the plan as shown in the following table. The fee within the range is determined based on the scope of engagement and the circumstances of the Plan such as type of plan, funding vehicle, and plan structure.

Value of Plan Assets	Fee
Plan assets of \$2,000,000 or less	\$1,250 to \$1,750
Plan assets of \$2,000,000 to \$8,000,000	\$1,750 to \$2,750
Plan assets of \$8,000,000 to \$15,000,000	\$2,750 to \$5,750
Above \$25,000,000	\$5,750 to \$7,750

The Fiduciary Shield

If engaged to perform this services, the Registrant shall implement a multi-step process to help the Plan Fiduciary carry out its fiduciary responsibility to monitor the Plan's investments. Establishing a sound fiduciary governance process is vital to good decision-making and to documenting that prudent procedural steps are followed in making investment decisions. The fees for this service can be fixed or asset based depending upon the scope of service engaged.

- Level One Services are delivered on a project basis with the goal of: (1) assessing the fiduciary governance practices currently in place (2) recommending changes to the current structures/systems and (3) implementing a prudent process based on

generally accepted fiduciary principles for making investment decisions. Trademark Capital does not act as fiduciary to the Plan.

Fee for Level One Services. The fee within the range is based the scope of engagement and on the circumstances of the Plan, such as type of plan, funding vehicle, and plan structure.

Value of Plan Assets	Fixed Fee
Plan assets of \$2,000,000 or less	\$1,250 to \$1,750
Plan assets of \$2,000,000 to \$8,000,000	\$1,750 to \$2,750
Plan assets of \$8,000,000 to \$15,000,000	\$2,750 to \$5,750
Above \$25,000,000	\$5,750 to \$7,750

- Level Two Services provides on-going monitoring after a sound fiduciary governance process is established and implemented. The Service Provider serves as Co-Fiduciary to the Plan. With Level Two Services, the Service Provider acknowledges that it is a co-fiduciary providing investment advice within the meaning of ERISA § 3(21)(A)(ii) to the Plan Fiduciary.

Fee for Level Two Services. The fee within the range is based on the scope of engagement and on the circumstances of the Plan, such as type of plan, funding vehicle, and plan structure.

Value of Plan Assets under Management	Annual Fee
The first \$2,000,000	.40% - .50%
The next \$8,000,000	.30% - .40%
The next \$15,000,000	.20% - .30%
Above \$25,000,000	.10% - .20%

The 401k University

If engaged to perform this service, the Registrant shall provide financial education to all levels of employees of the Plan Sponsor, regardless of their participation in the Plan, to enable them to confidently accumulate and manage their savings toward their retirement. The fixed fee for the above-described investment education program ranges from \$750 - \$1,550 depending upon the scope of service engaged. Additional charges may apply for travel and customized printing.

The On-Track Coach

If engaged to provide this service, the Registrant shall provide workplace personal financial planning to employees of the Plan Sponsor, regardless of their participation in the Plan. The fixed fee for the above-described personal retirement planning program is regularly priced at \$50.00 per month, after a \$600 set-up fee. If tax planning and preparation is included or planning for other personal financial goals, then the fee is \$68.75 per month, after a \$825 set-up fee.

The Vendor Search Manager

If engaged to provide this service, the Registrant shall consult with the Plan Fiduciary to make an informed and knowledgeable vendor selection decision. The hourly fee rate for the above-described Vendor Search Manager is \$225/hour.

The Retirement Director

If engaged to provide this service, the Registrant shall provide all the services described above to the Plan Sponsor. Additionally, the Registrant shall act as co-fiduciary providing investment advice within the meaning of ERISA § 3(21)(A)(ii) to the Plan Fiduciary when advising the Plan Fiduciary and/or the Retirement Plan or Investment Committee on investment management issues. To the extent that the Service Provider exercises discretionary authority or control over the management or disposition of the Plan assets, the Service Provider is also an investment manager within the meaning of ERISA § 3(38). The fee for this service is a tiered-asset base schedule based on the asset in the Plan.

Set-Up Fee. The fixed fee range for providing Plan set-up services associated with **The Retirement Plan Director™** is outlined in the following table. The fee within the range is based on the scope of engagement and the circumstances of the Plan, such as type of plan, funding vehicle, and plan structure.

Value of Plan Assets	Fixed Fee
Plan assets of \$2,000,000 or less	\$2,500 to \$3,500
Plan assets of \$2,000,000 to \$8,000,000	\$3,500 to \$5,500
Plan assets of \$8,000,000 to \$15,000,000	\$5,500 to \$11,500
Above \$25,000,000	\$11,500 to \$15,500

Set-Up Fee Offset. All or part of any fees paid by the Plan Fiduciary to the Service Provider within the immediately preceding 180 days under a previously executed consulting service agreement for **The Retirement Plan Evaluator™** and/or **The Fiduciary Shield™**, may be applied toward the fixed set-up fee under this Service Agreement. However, Service Provider will provide no refund or credit for previously paid fees that exceed the set-up fees.

Annual Asset-Based Fee. The annual asset-based fee range for providing the on-going services associated with **The Retirement Plan Director™** is determined using the following table. The fee within the range is based on the scope of engagement and the circumstances of the Plan, such as type of plan, funding vehicle, and plan structure.

Value of Plan Assets under Management	Annual Fee
The first \$2,000,000	.60% - .95%
The next \$8,000,000	.50% - .85%
The next \$15,000,000	.40% - .75%
Above \$25,000,000	.30% - .65%

- B. Clients may elect to have the Registrant's advisory fees deducted from their custodial account. Both Registrant's *Asset Management Agreement* and the custodial/ clearing agreement may authorize the custodian to debit the account for the amount of the Registrant's investment advisory fee and to directly remit that management fee to the Registrant in compliance with regulatory procedures. In the limited event that the Registrant bills the client directly, payment is due upon receipt of the Registrant's invoice. The Registrant shall deduct fees and/or bill clients quarterly in advance, based upon the market value of the assets on the last business day of the previous quarter.

- C. As discussed below, unless the client directs otherwise or an individual client's circumstances require, the Registrant shall generally recommend that Charles Schwab and Co., Inc. ("*Schwab*"), Fidelity Investments ("*Fidelity*"), National Advisors Trust Co. ("*NATC*") and/or TD Ameritrade serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as *Schwab*, *Fidelity*, *NATC* and *TD Ameritrade* charge brokerage commissions and/or transaction fees for effecting certain securities transactions (i.e. transaction fees are charged for certain no-load mutual funds, commissions are charged for individual equity and fixed income securities transactions). In addition to Registrant's investment management fee, brokerage commissions and/or transaction fees, clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. management fees and other fund expenses). (*See* additional disclosure below concerning Mr. Athanassie's indirect ownership interest in *NATC*).
- D. Registrant's annual investment advisory fee shall be prorated and paid quarterly, in advance, based upon the market value of the assets on the last business day of the previous quarter. The Registrant does not generally require an annual minimum fee or asset level for investment advisory services. The Registrant, in its sole discretion, may charge a lesser investment management fee based upon certain criteria. (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.). The initial management fee payment will be prorated for the initial period from the date that the *Asset Management Agreement* was signed. When additional assets are deposited into a client's account, the Registrant's shall charge a pro-rata fee for these additional assets based upon the number of days remaining in the billing quarter.
- The *Asset Management Agreement* between the Registrant and the client will continue in effect until terminated by either party by written notice in accordance with the terms of the *Asset Management Agreement*. Upon termination, the Registrant shall refund the prorated portion of the advanced advisory fee paid based upon the number of days remaining in the billing quarter. No fee adjustments shall be made for partial withdrawals during the final quarter of service.
- E. Neither the Registrant, nor its representatives accept compensation from the sale of securities or other investment products.

Item 6 Performance-Based Fees and Side-by-Side Management

Neither the Registrant nor any supervised person of the Registrant accepts performance-based fees.

Item 7 Types of Clients

The Registrant's clients shall generally include individuals, business entities, pension and profit sharing plans, trusts, estates and charitable organizations. The Registrant does not generally require an annual minimum fee or asset level for investment advisory services. The Registrant, in its sole discretion, may charge a lesser investment management fee based upon certain criteria. (i.e. anticipated future earning capacity, anticipated future

additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.).

Item 8 Methods of Analysis, Investment Strategies and Risk of Loss

- A. The Registrant may utilize the following methods of security analysis:
- Charting - (analysis performed using patterns to identify current trends and trend reversals to forecast the direction of prices)
 - Fundamental - (analysis performed on historical and present data, with the goal of making financial forecasts)
 - Technical – (analysis performed on historical and present data, focusing on price and trade volume, to forecast the direction of prices)

The Registrant may utilize the following investment strategies when implementing investment advice given to clients:

- Long Term Purchases (securities held at least a year)
- Short Term Purchases (securities sold within a year)
- Trading (securities sold within thirty (30) days)

Please Note: Investment Risk. Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by the Registrant) will be profitable or equal any specific performance level(s).

- B. The Registrant's methods of analysis and investment strategies do not present any significant or unusual risks.

However, every method of analysis has its own inherent risks. To perform an accurate market analysis the Registrant must have access to current/new market information. The Registrant has no control over the dissemination rate of market information; therefore, unbeknownst to the Registrant, certain analyses may be compiled with outdated market information, severely limiting the value of the Registrant's analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

The Registrant's primary investment strategies - Long Term Purchases, Short Term Purchases, and Trading - are fundamental investment strategies. However, every investment strategy has its own inherent risks and limitations. For example, longer term investment strategies require a longer investment time period to allow for the strategy to potentially develop. Shorter term investment strategies require a shorter investment time period to potentially develop but, as a result of more frequent trading, may incur higher transactional costs when compared to a longer term investment strategy. Trading, an investment strategy that requires the purchase and sale of securities within a thirty (30) day investment time period, involves a very short investment time period but will incur higher transaction costs when compared to a short term investment strategy and substantially higher transaction costs than a longer term investment strategy.

- C. Currently, the Registrant primarily allocates client investment assets among various individual equity (stocks), debt (bonds) and fixed income securities, mutual funds and/or exchange traded funds on a discretionary and non-discretionary basis in accordance with the client's designated investment objective(s).

Item 9 Disciplinary Information

The Registrant has not been the subject of any disciplinary actions.

Item 10 Other Financial Industry Activities and Affiliations

- A. Neither the Registrant, nor its representatives, are registered or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.
- B. Neither the Registrant, nor its representatives, are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or a representative of the foregoing.

C.

- 1. **Indirect Ownership Interest In NATC.** Steve Athanassie, a Principal of the Registrant, has a less than one percent (1.00%) ownership interest in a savings and loan company, National Advisors Holdings, Inc. ("NAH"), that has formed a federally chartered trust company, National Advisors Trust Company ("NATC"). NAH and NATC are regulated by the Office of Thrift Supervision. The trust company provides a low-cost alternative to traditional trust service providers. The Registrant intends to refer clients to NATC for trust services.

Conflict of Interest: The recommendation by the Registrant that a client engage the trust services of *NATC* presents a ***conflict of interest***, as the receipt of residual compensation, by Mr. Athanassie, as an indirect owner of *NATC*, may provide an incentive to recommend *NATC*'s trust services, rather than on a particular client's need. No client is obligated to engage *NATC*'s trust services and clients are reminded that they may engage the trust services of other, non-affiliated trust companies. **The Registrant's Chief Compliance Officer, Dorothy Campbell, remains available to address any questions that a client or prospective client may have regarding the above conflicts of interest.**

- 2. **Related Mutual Fund/Conflict of Interest.** The Registrant provides research services to the AutoPilot Managed Growth Fund (AUTOX), a mutual fund registered under the Investment Company Act of 1940 (the Fund"). The Fund compensates the Registrant with an annual research fee equal to 0.25% of all Fund assets. The Registrant may purchase the Fund for client accounts. The Registrant will generally utilize the Fund for those individuals who seek to become clients but do not have (or wish to commit) the amount of assets to obtain the Registrant's investment management services. In such cases, the Registrant shall commence an advisory relationship with the client (by executing the Registrant's Investment Advisory Agreement). However, the Registrant shall limit the initial account purchase(s) for these clients to the Fund. In lieu of charging the client its customary investment

advisory fee under the terms and conditions of the Investment Advisory Agreement, the Registrant shall be compensated exclusively and directly from the Fund (0.50% of such assets-in addition to its research fee referenced above) for all such client assets invested in the Fund. Those clients whose account is limited to the Fund must be willing to accept that its account shall not be as diversified as those of Registrant's larger clients. In addition, the Registrant may also purchase the Fund for its larger client accounts that receive the Registrant's investment advisory services. When so doing, the Registrant shall be compensated exclusively and directly from the Fund (0.50% of such assets-in addition to its research fee referenced above) and exclude the assets invested in the Fund from the calculation of its customary investment advisory fee. **Any client that wishes to direct the Registrant not to purchase the Fund for his/her/its account is requested to advise the Registrant of such direction, in writing. In the event that any client has questions regarding the Fund and/or any corresponding perceived conflict of interest that the purchase of Fund for a client's account may present, he/she/it is encouraged to speak with the Registrant's Chief Compliance Officer, Dorothy Campbell.**

6. **Accounting Firm.** The Registrant's Principal, Steve Athanassie, is also the Principal of the accounting firm Trademark Capital Tax & Accounting Services, Inc. To the extent that a client specifically requests accounting advice and/or tax preparation services, the Registrant may recommend the services of the accounting firm Trademark Capital Tax & Accounting Services, Inc. Any such accounting advice and/or tax preparation services shall be rendered independent of the Registrant pursuant to a separate agreement between the client and the accounting firm. The Registrant shall not receive any of the fees charged by the accounting firm, referral or otherwise.

Conflict of Interest: The recommendation by Registrant's representatives that a client engage the services of Trademark Capital Tax & Accounting Services, Inc., presents a *conflict of interest*. No client is under any obligation to engage the services of the accounting firm Trademark Capital Tax & Accounting Services, Inc. **The Registrant's Chief Compliance Officer, Dorothy Campbell, remains available to address any questions that a client or prospective client may have regarding the above conflicts of interest.**

8. **Licensed Insurance Agents.** Steve Athanassie and Dorothy Campbell in their individual capacities, are licensed insurance agents, and may recommend the purchase of certain insurance-related products on a commission basis. As referenced in Item 4 B above, clients can engage certain of Registrant's representatives to purchase insurance products on a commission basis.

Conflict of Interest: The recommendation by either Steve Athanassie and Dorothy Campbell that a client purchase an insurance commission product presents a *conflict of interest*, as the receipt of commissions may provide an incentive to recommend investment products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any commission products from Steve Athanassie and Dorothy Campbell. Clients are reminded that they may purchase insurance products recommended by Registrant through other, non-affiliated insurance agents. **The Registrant's Chief Compliance Officer, Dorothy Campbell,**

remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.

- D. The Registrant does not receive, directly or indirectly, compensation from investment advisors that it recommends or selects for its clients.

Item 11 Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

- A. The Registrant maintains an investment policy relative to personal securities transactions. This investment policy is part of Registrant's overall Code of Ethics, which serves to establish a standard of business conduct for all of Registrant's Representatives that is based upon fundamental principles of openness, integrity, honesty and trust, a copy of which is available upon request.

In accordance with Section 204A of the Investment Advisers Act of 1940, the Registrant also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by the Registrant or any person associated with the Registrant.

- B. Neither the Registrant nor any related person of Registrant recommends, buys, or sells for client accounts, securities in which the Registrant or any related person of Registrant has a material financial interest.
- C. The Registrant and/or representatives of the Registrant *may* buy or sell securities that are also recommended to clients. This practice may create a situation where the Registrant and/or representatives of the Registrant are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a potential conflict of interest. Practices such as "scalping" (i.e., a practice whereby the owner of shares of a security recommends that security for investment and then immediately sells it at a profit upon the rise in the market price which follows the recommendation) could take place if the Registrant did not have adequate policies in place to detect such activities. In addition, this requirement can help detect insider trading, "front-running" (i.e., personal trades executed prior to those of the Registrant's clients) and other potentially abusive practices.

The Registrant has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of the Registrant's "Access Persons". The Registrant's securities transaction policy requires that Access Person of the Registrant must provide the Chief Compliance Officer or his/her designee with a written report of the their current securities holdings within ten (10) days after becoming an Access Person. Additionally, each Access Person must provide the Chief Compliance Officer or his/her designee with a written report of the Access Person's current securities holdings at least once each twelve (12) month period thereafter on a date the Registrant selects; provided, however that at any time that the Registrant has only one Access Person, he or she shall not be required to submit any securities report described above.

- D. The Registrant and/or representatives of the Registrant *may* buy or sell securities, at or around the same time as those securities are recommended to clients. This practice creates a situation where the Registrant and/or representatives of the Registrant are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a potential conflict of interest. As indicated above in Item 11 C, the

Registrant has a personal securities transaction policy in place to monitor the personal securities transaction and securities holdings of each of Registrant's Access Persons.

Item 12 Brokerage Practices

- A. In the event that the client requests that the Registrant recommend a broker-dealer/custodian for execution and/or custodial services (exclusive of those clients that may direct the Registrant to use a specific broker-dealer/custodian), Registrant generally recommends that investment management accounts be maintained at *Schwab, Fidelity, NATC and TD Ameritrade*. Prior to engaging Registrant to provide investment management services, the client will be required to enter into a formal *Asset Management Agreement* with Registrant setting forth the terms and conditions under which Registrant shall manage the client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that the Registrant considers in recommending *Schwab, Fidelity and NATC and TD Ameritrade* (or any other broker-dealer/custodian to clients) include historical relationship with the Registrant, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by Registrant's clients shall comply with the Registrant's duty to obtain best execution, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where the Registrant determines, in good faith, that the commission/transaction fee is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Registrant will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, Registrant's investment management fee. The Registrant's best execution responsibility is qualified if securities that it purchases for client accounts are mutual funds that trade at net asset value as determined at the daily market close.

1. Research and Additional Benefits

Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, Registrant may receive from *Schwab, Fidelity, NATC and TD Ameritrade* (or another broker-dealer/custodian) without cost (and/or at a discount) support services and/or products, certain of which assist the Registrant to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by the Registrant may be investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support, computer hardware and/or software and/or other products used by Registrant in furtherance of its investment advisory business operations.

As indicated above, certain of the support services and/or products that *may* be received may assist the Registrant in managing and administering client accounts. Others do not directly provide such assistance, but rather assist the Registrant to manage and further develop its business enterprise.

Registrant's clients do not pay more for investment transactions effected and/or assets maintained at *Schwab, Fidelity, NATC* and TD Ameritrade as a result of this arrangement. There is no corresponding commitment made by the Registrant to *Schwab, Fidelity, NATC* and TD Ameritrade or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement.

The Registrant's Chief Compliance Officer, Dorothy Campbell, remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding perceived conflict of interest such arrangement may create.

2. The Registrant does not receive referrals from broker-dealers
3. The Registrant does not generally accept directed brokerage arrangements (when a client requires that account transactions be effected through a specific broker-dealer). In such client directed arrangements, the client will negotiate terms and arrangements for their account with that broker-dealer, and Registrant will not seek better execution services or prices from other broker-dealers or be able to "batch" the client's transactions for execution through other broker-dealers with orders for other accounts managed by Registrant. As a result, client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

Please Note: In the event that the client directs Registrant to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available through Registrant.

The Registrant's Chief Compliance Officer, Dorothy Campbell, remains available to address any questions that a client or prospective client may have regarding the above arrangement.

- B. To the extent that the Registrant provides investment management services to its clients, the transactions for each client account generally will be effected independently, unless the Registrant decides to purchase or sell the same securities for several clients at approximately the same time. The Registrant may (but is not obligated to) combine or "bunch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among the Registrant's clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders

placed for each client account on any given day. The Registrant shall not receive any additional compensation or remuneration as a result of such aggregation.

Item 13 Review of Accounts

- A. For those clients to whom Registrant provides investment supervisory services, account reviews are conducted on an ongoing basis by the Registrant's Principals and/or representatives. All investment supervisory clients are advised that it remains their responsibility to advise the Registrant of any changes in their investment objectives and/or financial situation. All clients (in person or via telephone) are encouraged to review financial planning issues (to the extent applicable), investment objectives and account performance with the Registrant on an annual basis.
- B. The Registrant *may* conduct account reviews on a periodic basis upon the occurrence of a triggering event, such as a change in client investment objectives and/or financial situation, market corrections and client request.
- C. Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. The Registrant may also provide a written periodic report summarizing account activity and performance.

Item 14 Client Referrals and Other Compensation

- A. As referenced in Item 12.A.1 above, the Registrant may receive an indirect economic benefit from *Schwab, Fidelity, NATC and TD Ameritrade*. The Registrant, without cost (and/or at a discount), may receive support services and/or products from *Schwab, Fidelity and NATC*.

Registrant's clients do not pay more for investment transactions effected and/or assets maintained at *Schwab, Fidelity, NATC and TD Ameritrade* as a result of this arrangement. There is no corresponding commitment made by the Registrant to *Schwab, Fidelity, NATC and TD Ameritrade* or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement.

The Registrant's Chief Compliance Officer, Dorothy Campbell, remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding perceived conflict of interest any such arrangement may create.

- B. If a client is introduced to the Registrant by either an unaffiliated or an affiliated solicitor, Registrant *may* pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940, and any corresponding state securities law requirements. Any such referral fee shall be paid solely from the Registrant's investment management fee, and shall not result in any additional charge to

the client. If the client is introduced to the Registrant by an unaffiliated solicitor, the solicitor, at the time of the solicitation, shall disclose the nature of his/her/its solicitor relationship, and shall provide each prospective client with a copy of the Registrant's written Brochure with a copy of the written disclosure statement from the solicitor to the client disclosing the terms of the solicitation arrangement between the Registrant and the solicitor, including the compensation to be received by the solicitor from the Registrant.

Item 15 Custody

The Registrant shall have the ability to have its advisory fee for each client debited by the custodian on a quarterly basis. Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. The Registrant may also provide a written periodic report summarizing account activity and performance.

Please Note: To the extent that the Registrant provides clients with periodic account statements or reports, the client is urged to compare any statement or report provided by the Registrant with the account statements received from the account custodian. **Please Also Note:** The account custodian does not verify the accuracy of the Registrant's advisory fee calculation.

Item 16 Investment Discretion

The client can determine to engage the Registrant to provide investment advisory services on a discretionary basis. Prior to the Registrant assuming discretionary authority over a client's account, client shall be required to execute an *Asset Management Agreement*, naming the Registrant as client's attorney and agent in fact, granting the Registrant full authority to buy, sell, or otherwise effect investment transactions involving the assets in the client's name found in the discretionary account.

Clients who engage the Registrant on a discretionary basis may, at anytime, impose restrictions, **in writing**, on the Registrant's discretionary authority (i.e. limit the types/amounts of particular securities purchased for their account, exclude the ability to purchase securities with an inverse relationship to the market, limit or proscribe the Registrant's use of margin, etc.).

Item 17 Voting Client Securities

- A. The Registrant does not vote client proxies. Clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets.
- B. Clients will receive their proxies or other solicitations directly from their custodian. Clients may contact the Registrant to discuss any questions they may have with a particular solicitation.

Item 18 Financial Information

- A. The Registrant does not solicit fees of more than \$1,200, per client, six months or more in advance.
- B. The Registrant is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts.
- C. The Registrant has not been the subject of a bankruptcy petition.

ANY QUESTIONS: The Registrant's Chief Compliance Officer, Dorothy Campbell, remains available to address any questions that a client or prospective client may have regarding the above disclosures and arrangements.