

10-29-1999

FORM PTO
1-31-92



101184141

ER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
The Motley Fool, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **June 28, 1999**

2. Name and address of receiving party(ies):

Name: Silicon Valley Bank

Internal Address: Loan Documentation HG150

Street Address: 3003 Tasman Drive

City: Santa Clara State: Ca ZIP: 95054

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)
Please refer to exhibit "C"

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Silicon Valley Bank

Internal Address: Loan Documentation HG150

Street Address: 3003 Tasman Dr.

City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: **8**

7. Total fee (37 CFR 3.41): \$ **215.00**
 Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

10/29/1999 MTHAI1 00000050 953034

01 FC:481 40.00 OP
02 FC:482 175.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name of Person Signing

Telesa Gomez

Telesa Gomez
Signature

Date **10/22/99**

Total number of pages comprising cover sheet:

OMB No 0651 -0011 (exp 4/94)

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
The Motley Fool	1,953,034	January 30, 1996
Jester Logo	75-652399	March 5, 1999
Foolish	75-652398	March 5, 1999
Foolish Four	75-652307	March 5, 1999
Fool	75-652308	March 5, 1999
Fool.com	75-652-395	March 5, 1999
Fool's School	75-652-397	March 5, 1999
FoolMart	75-652-396	March 5, 1999

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 28, 1999 by and between SILICON VALLEY BANK, a California-chartered bank, doing business in Virginia as "Silicon Valley East, Inc." ("Bank") and THE MOTLEY FOOL, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan

Motley Fool (Intellectual Property S.A.)

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TRADEMARK

| REEL: 001981 FRAME: 0844


Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:
123 N. Pitt Street
Alexandria, Virginia 22314
Attn: Mr. Gary Hill

THE MOTLEY FOOL, INC.

By: 
Name: Lawrence T. Green
Title: Secretary

BANK:

Address of Bank:
11600 Sunrise Valley Drive
Suite 400
Reston, Virginia 20191
Attn: Shawn E. Beckerman

SILICON VALLEY EAST, INC.

By: _____
Shawn E. Beckerman
Vice President

SILICON VALLEY BANK

By: _____
Name:
Title:

Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

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123 N. Pitt Street
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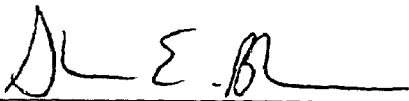
THE MOTLEY FOOL, INC.

By: _____
Name:
Title:

BANK:

Address of Bank:
11600 Sunrise Valley Drive
Suite 400
Reston, Virginia 20191
Attn: Shawn E. Beckerman

SILICON VALLEY EAST, INC.

By:  _____
Shawn E. Beckerman
Vice President

SILICON VALLEY BANK

By: _____
Name:
Title:

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Investment Clubs	TX4-834-197	December 18, 1998
The Motley Fool Investment Tax Guide	TX4-834-196	December 18, 1998
The Motley Fool Internet Report	TX4-914-314	May 19, 1999
The Industry Decathlon	TX4-862-224	January 29, 1999
The Fool Quiz	TX4-934-599	January 29, 1999
The Motley Fool Investment Primer	TX4-862-225	January 29, 1999
The Foolish Four	TX4-926-238	December 18, 1999
The Fool Rules!	TX4-871-756	December 4, 1999
The Motley Fool Investment Guide	TX4-183-211	January, 1996
The Motley Fool Investment Workbook	TX4-823-883	July 28, 1998
TMF's Rule Makers, Rule Breakers		February, 1999
The Unemotional Investor	TX4-744-591	July 28, 1998
You Have More Than You Think	TX4-745-702	March 24, 1998
Investing Without A Silver Spoon		July 26, 1999
TMF's 13 Steps To Investing Foolishly		June 25, 1999

EXHIBIT B

Patents

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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