

07-11-2002

Form PTO-1594

(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE
U.S. 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):

INVESTools Inc., a corporation
of the State of Delaware

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State *07/09/02*
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other License

Execution Date: _____

2. Name and address of receiving party(ies)

Name: INVESTools, Inc.

Internal

Address: _____

Street Address: 3705 Haven Ave.City: Menlo Park State: Cal Zip: 94025

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State California
☐ 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 registration number(s):

A. Trademark Application No.(s)

None

B. Trademark Registration No.(s)

2,028,670 - INVESTOOLS (c36)

Additional number(s) attached ☐ Yes ☒ No

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

Name: Richard L. Hill

Internal Address: _____

Street Address: 3319 North University
AvenueCity: Provo State: UT Zip: 846046. Total number of applications and registrations involved: 17. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ 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

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.

Richard L. Hill
 Name of Person Signing

Signature *Richard L. Hill*

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

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TRADEMARK
 REEL: 002541 FRAME: 0388

TRADEMARK LICENSE AGREEMENT

This license agreement ("Agreement") is effective on the Effective Date given on the signature page below, by and between INVESTools Inc., a corporation of the State of Delaware, having a principal place of business at 5252 North Edgewood, Suite 325, Provo, Utah 84604 (hereinafter "INVESTools (Del)"); and INVESTools, Inc., a corporation of the State of California with a principal business office at 3705 Haven Avenue, Menlo Park, California 94025 (hereinafter "INVESTools (Cal)").

Recitals

A. INVESTools (Cal) is a subsidiary of Telescan, Inc., which is a subsidiary of INVESTools (Del). INVESTools (Cal) provides business services to the public, including investment information and stock information over the internet ("INVESTools (Cal) Business").

B. INVESTools (Del) is the owner, by virtue of an assignment from INVESTools (Cal), of the common-law and federal trademark rights in the trademark and trade name "INVESTTOOLS" with respect to providing investment information and stock information over the internet, including but not limited to U.S. Trademark Registration No. 2,028,670, registered January 7, 1997 for "INVESTTOOLS" in class 36 ("Trademark Registration"), all of the foregoing collectively being referred to as "Trademark Rights."

C. INVESTools (Del) desires to license INVESTools (Cal) to use the Trademark Rights in connection with the INVESTools (Cal) Business, under the terms and conditions herein.

Agreement

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, INVESTools (Cal) and INVESTools (Del) hereby agree as follows:

1. License Grant. INVESTools (Del) hereby grants to INVESTools (Cal) a non-exclusive, royalty-free license for the Term of this Agreement to use the Trademark Rights only to the extent necessary to conduct the INVESTools (Cal) Business and only in accordance with the terms and conditions provided herein ("License").
2. License Limitations. INVESTools (Cal) is not authorized under this Agreement to develop or use the Trademark Rights for any reason not specifically stated herein. INVESTools (Cal) is not entitled to sublicense or authorize any other person or entity to use any of the Trademark Rights without written authorization from INVESTools (Del).
3. Quality Standards. INVESTools (Cal) agrees that the nature and quality of all services rendered and goods sold by INVESTools (Cal) in connection with the Trademark Rights shall conform to standards set by INVESTools (Del) and shall be under the control of INVESTools (Del). INVESTools (Cal) shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of goods and services covered by this License.
4. Approvals. From time to time, INVESTools (Del) may request that INVESTools (Cal) submit to INVESTools (Del) for review selected advertising and other marketing collateral using the trademark and trade name "INVESTTOOLS" ("Trademark Use"). INVESTools (Cal) agrees to submit

such Trademark Use promptly upon request and to make any modifications or changes of the Trademark Use requested by INVESTools (Del).

5. Compensation. No royalties or other compensation shall be paid for this License.

6. Ownership of Intellectual Property.

6.1 INVESTools (Cal) acknowledges that INVESTools (Del) owns the Trademark Rights. INVESTools (Cal) agrees that it will do nothing inconsistent with INVESTools (Del)'s ownership of the Trademark Rights. INVESTools (Cal) shall not use, or apply for registration of, any trademarks or domain names using the term "INVESTTOOLS" or any other term that is confusingly similar thereto.

6.2 INVESTools (Cal) agrees that all use of the Trademark Rights by INVESTools (Cal) shall apply to the benefit of INVESTools (Del). Nothing in this License shall give INVESTools (Cal) any right, title or interest in the Trademark Rights other than the right to use "INVESTTOOLS" in accordance with this License.

7. Term and Termination.

7.1 The term of this Agreement shall be for as long as INVESTools (Cal) remains a subsidiary, directly or indirectly, of INVESTools (Del) or upon termination of this Agreement by either party, whichever comes first.

7.2 Either Party may terminate this Agreement, with or without cause, effective upon written notice to the other party, stating its intention to terminate the Agreement.

7.3 Upon termination of this Agreement, all documents and materials embodying any of the Trademark Rights that are in INVESTools (Cal)'s possession or under its control shall be either returned to INVESTools (Del) or destroyed with a document certifying to INVESTools (Del) that the documents and materials have been destroyed, at the option of INVESTools (Del).

8. Representations and Warranties. INVESTools (Del) represents and warrants that the Trademark Rights licensed herein do not infringe or violate any trademark right or other proprietary right of any third party. INVESTools (Cal) represents and warrants that it shall not use the Trademark Rights licensed herein in a manner that would infringe or violate any trademark right or other proprietary right of any third party.

9. Indemnification. Each party agrees to indemnify, defend and hold harmless the other party and its parent, subsidiaries, affiliates, successors and assigns from any and all losses, liabilities, damages, actions, claims, expenses and costs, including reasonable attorneys' fees ("Claims") which result or arise from the breach of any obligation, representation or warranty in this Agreement by said each party.

10. General Provisions.

10.1 Relationship of the Parties. INVESTools (Cal) is a wholly-owned indirect subsidiary of INVESTools (Del). Nothing contained herein shall imply any partnership, joint venture or agency relationship between the Parties. INVESTools (Cal) shall not have the power to obligate or bind INVESTools (Del) in any manner whatsoever under the terms of this Agreement.

10.2 Entire Agreement. This Agreement constitutes a binding agreement between the Parties, represents the entire agreement between the Parties and may not be modified or amended except in writing signed by the Parties.

10.3 Survival. The following sections shall survive any termination or expiration of this Agreement: 6, 8 and 9.

10.4 Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York without regard to the conflicts of laws principles thereof.

10.5 Assignment. INVESTools (Cal) shall not sell, transfer or assign its rights or obligations under this Agreement, without the prior written consent of INVESTools (Del). This Agreement may be assigned by INVESTools (Del) and shall inure to the benefit of the executors, administrators, successors, and/or assigns, as the case may be, of INVESTools (Del).

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the following Effective Date.

Effective Date: June 3, 2002

INVESTools, Inc., a corporation of the State of California

By: Paul Helbling

Printed Name: PAUL A. HELBLING

Title: Secretary

INVESTools Inc., a corporation of the State of Delaware

By: D. Scott Elder

Printed Name: D. SCOTT ELDER

Title: EXEC. V.P.