

06-24-2004

FORM PTO-1594

REC



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)

102775891

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) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

6.22.04

2. Name and address of receiving party(ies):
 Name: **Silicon Valley Bank**
 Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 Additional name(s) & address(es) attached? Yes No

Execution Date: May 18, 2004

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

A. Trademark Application No.(s)	B. Trademark No.(s)
78/339,845	2,501,854 2,437,076 2,433,553 2,384,979
78/339,844	2,506,170 2,437,075 2,391,076 1,953,034
76/087,418	2,509,309 2,438,525 2,384,980
75/901,104	2,537,876 2,438,524 2,793,398
75/652,395	2,509,310 2,435,231 2,384,981
74/685,384	2,539,612 2,433,551 2,384,982

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 HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: 26

7. Total fee (37 CFR 3.41): \$ 6005.-

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

06/23/2004 MOETACHE 00000000 78339845

01 FC-8521 40.00 DP
 02 FC-8522 625.00 DP

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.

Maribel Arteaga
Name of Person Signing

Maribel Arteaga
Signature

6/18/04
Date

Janice enva Total number of pages including cover sheet, attachments, and document: 9

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

TRADEMARK
 REEL: 002997 FRAME: 0691

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 18, 2004 by and between SILICON VALLEY BANK ("Bank") and THE MOTLEY FOOL, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor, The Motley Fool Limited and The Motley Fool UK, LLC (collectively, "Borrowers") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Borrowers 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 Borrowers, 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 Borrowers 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 Borrowers' 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 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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused 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 Pitt Street
Alexandria, Virginia 22314

THE MOTLEY FOOL, INC.

By: Oliver C Douglas
Name: Oliver C Douglas
Title: CFO

BANK:

Address of Bank:

8020 Towers Crescent Drive
Suite 475
Vienna, Virginia 22182
Attn: Chris York

SILICON VALLEY BANK

By: _____
Name
Title

IN WITNESS WHEREOF, the parties have caused 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:

THE MOTLEY FOOL, INC.

123 Pitt Street
Alexandria, Virginia 22314

By: _____
Name:
Title:

BANK:

Address of Bank:

SILICON VALLEY BANK

8020 Towers Crescent Drive
Suite 475
Vienna, Virginia 22182
Attn: Chris York

By: Chris York
Name Chris York
Title Vice President

EXHIBIT A

Copyrights

<u>No.</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
1.	The Motley Fool's Internet Report	TX 5-043-126	1/3/2000
2.	The Motley Fool's Internet Report	TX 5-043-125	1/3/2000
3.	The Motley Fool's Internet Report	TX 5-046-174	1/3/2000
4.	The Motley Fool's Internet Report	TX 5-058-148	2/3/2000
5.	The Motley Fool's Internet Report	TX 5-077-974	4/7/2000
6.	The Motley Fool Internet Report	TX 4-914-314	5/24/1999
7.	The Motley Fool Monthly	TX 5-019-093	12/10/1999
8.	The Motley Fool Monthly	TX 5-019-093	12/10/1999
9.	The Motley Fool Monthly	TX 5-019-093	12/10/1999
10.	The Motley Fool Monthly	TX 5-052-843	3/7/2000
11.	The Motley Fool Monthly	TX 5-052-843	3/7/2000
12.	The Motley Fool Monthly	TX 5-052-843	3/7/2000
13.	The Motley Fool Monthly	TX 5-142-978	8/4/2000
14.	The Motley Fool Monthly	TX 5-142-978	8/4/2000
15.	The Motley Fool Monthly	TX 5-142-978	8/4/2000
16.	The Motley Fool Monthly	TX 4-987-724	9/20/1999
17.	The Motley Fool Monthly	TX 4-989-548	9/20/1999
18.	The Motley Fool Monthly	TX 4-989-858	9/20/1999
19.	The Motley Fool Research Internet Report	TX 5-104-016	5/31/2000
20.	The Motley Fool Research Internet Report	TX 5-147-298	8/8/2000
21.	The Motley Fool Research Internet Report	TX 5-104-016	5/31/2000
22.	The Motley Fool Research Internet Report	TX 5-147-298	8/8/2000
23.	The Unemotional Investor: Simple Systems For Beating The Market	TX-4-744-591	7/28/1998
24.	You Have More Than You Think : The Motley Fool Guide To Investing What You Have	TX-4-745-702	3/24/1998
25.	The Motley Fool Investment Workbook	TX-4-823-883	7/28/1998
26.	The Motley Fool Investment Tax Guide : An Investor's Resource For Smart Tax Planning Throughout The Year	TX-4-834-196	12/18/1998
27.	Investment Clubs : How To Start And Run One The Motley Fool Way	TX-4-834-197	12/18/1998
28.	The Industry Decathlon : Stock Valuation Made Easy : A Motley Fool Investment Primer	TX-4-862-224	2/17/1999
29.	The Motley Fool Investment Primer	TX-4-862-225	2/17/1999
30.	The Fool Rules.	TX-4-871-756	12/7/1998
31.	The Foolish Four : How To Crush Your Mutual Funds In 15 Minutes A Year	TX-4-926-238	12/21/1998

<u>No.</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
32.	The Fool Quiz: A Motley Fool Investment Primer: Do You Have What It Takes--To Be Foolish?	TX-4-934-599	2/2/1999
33.	The Motley Fool 2000 Calendar: Year-Round Tips For Beating The Market	TX-4-988-470	8/5/1999
34.	The Motley Fool's 13 Steps To Investing	TX-5-007-266	6/29/1999
35.	Investing Without A Silver Spoon: How Anyone Can Build Wealth Through Direct Investing	TX-5-027-873	7/28/1999
36.	The Motley Fool's Industry Focus	TX-5-028-123	12/17/1999
37.	The Motley Fool's Rule Breakers, Rule Makers: The Foolish Guide To Picking Stocks	TX-5-036-600	8/30/1999
38.	The Motley Fool's Investment Tax Guide 2000: Smart Tax Strategies For Investors	TX-5-124-568	1/28/2000
39.	The Motley Fool: 2001 Calendar.	TX-5-272-035	9/14/2000
40.	The Motley Fool : You Have More Than You Think	TX-5-367-618	7/25/2001
41.	You Have More Than You Think: The Motley Fool Guide To Investing What You Have	TX-5-377-864	4/25/2001
42.	The Motley Fool's : Rule Breakers, Rule Makers	TX-5-411-465	7/25/2001
43.	The Motley Fool Investment Guide For Teens	TX-5-597-407	8/15/2002
44.	The Motley Fool's What To Do With Your Money Now: Ten Steps To Staying Up In A Down Market	TX-5-609-313	7/12/2002
45.	The Motley Fool Personal Finance Workbook: A Foolproof Guide To Organizing Your Cash And Building Wealth	TX-5-648-882	1/16/2003
46.	The Motley Fool's What To Do With Your Money Now: Ten Steps To Staying Up In A Down Market	TX-5-696-632	2/27/2003
47.	The Motley Fool Investment Guide For Teens	TX-5-706-242	2/27/2003
48.	The Motley Fool Investment Workbook	TX-5-733-528	4/8/2003

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

<u>No.</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
1.	HIDDEN GEMS	78/339845	12/12/2003
2.	HIDDEN GEMS	78/339844	12/12/2003
3.	NONE	2501854	10/30/2001
4.	THE MOTLEY FOOL	2506170	11/13/2001
5.	NOW 50 INDEX	76/087418	7/13/2000
6.	SOAPBOXCOM	2509309	6/29/2000
7.	SOAPBOXCOM & Design	2537876	2/12/2000
8.	SOAPBOXCOM	2509310	6/29/2000
9.	SOAPBOXCOM & Design	2539612	2/19/2002
10.	RULE BREAKER & Design	2437076	3/20/2001
11.	RULE MAKER	2437075	3/20/2001
12.	RULE MAKER	2438525	3/27/2001
13.	RULE BREAKER	2438524	3/27/2001
14.	FOOL.COM	2435231	3/13/2001
15.	FOOL'S SCHOOL	2433551	3/6/2001
16.	FOOL.COM	2433553	3/6/2001
17.	NOW 50 INDEX	75/901104	1/21/2000
18.	FOOLISH FOUR	2391076	10/3/2000
19.	FOOL'S SCHOOL	2384980	9/12/2000
20.	FOOL	2793398	12/16/2003
21.	FOOLISH	2384981	9/12/2000
22.	Design Mark	2384982	9/12/2000
23.	FOOL.COM	75/652395	3/5/1999
24.	FOOLMART	2384979	9/12/2000
25.	FOLLYWOOD	74/685384	6/5/1995
26.	THE MOTLEY FOOL	1953034	1/30/1996

SVB/Motley Fool Inc. (IP Sec Ag)
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