

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment No. 1 to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICG Holdings, Inc.		08/01/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Investor Force Holdings, Inc.		
Street Address:	640 Lee Road, Suite 200		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	CORPORATION: DELAWARE		
Name:	Investor Force, Inc.		
Street Address:	640 Lee Road, Suite 200		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76034184	SEARCH EXCHANGE	
CORRESPONDENCE DATA			
Fax Number:	(215)963-5001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-963-5265		
Email:	ggriffin@morganlewis.com		
Correspondent Name:	Gail Griffin, Morgan, Lewis & Bockius LLP		
Address Line 1:	1701 Market Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		

CH \$40.00 76034184

ATTORNEY DOCKET NUMBER:	049247.0001
NAME OF SUBMITTER:	Gail Griffin
Signature:	/Gail Griffin/
Date:	08/01/2006
Total Attachments: 5 source=76034184#page1.tif source=76034184#page2.tif source=76034184#page3.tif source=76034184#page4.tif source=76034184#page5.tif	

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This Amendment No. 1 to Trademark Security Agreement (the "Amendment"), dated as of August 1, 2006, is made by Investor Force Holdings, Inc. a Delaware corporation (the "Borrower"), and Investor Force, Inc., a Delaware Corporation ("IFI"), and together with Borrower, each individually a "Grantor" and collectively the "Grantors"), in favor of ICG Holdings, Inc., a Delaware corporation (the "ICG"), in its capacity as lender under the Loan Agreement (as defined below) (in such capacity, "Lender") and in its capacity as administrative agent for the holders of the Convertible Notes (as defined below) pursuant to the Securities Purchase Agreements (as defined below) (in such capacity, "Agent").

WHEREAS, the Borrower issued Senior Secured Convertible Notes (the "Convertible Notes") to Agent and certain other investors pursuant to a Securities Purchase Agreement, dated as of December 13, 2004, and a Securities Purchase Agreement, dated as of September 6, 2005 (together, the "Securities Purchase Agreements");

WHEREAS, Lender has made available to the Borrower a revolving loan in an aggregate amount not to exceed \$1,500,000 to the Borrower pursuant to a loan agreement, dated as of November 7, 2005, as amended on March 10, 2006 and as further amended on July 12, 2006 (the "Loan Agreement");

WHEREAS, ICG, as Lender and as Agent, has (i) been granted security interests in and pledges of certain collateral, (ii) filed or may hereinafter file financing statements under the Uniform Commercial Code as in effect in the State of Delaware and other applicable security documents or assignments and (iii) recorded or hereafter may record security interests in the intellectual property of the Borrower and its subsidiaries, including IFI, with the United States Patent and Trademark Office (the "USPTO"); and

WHEREAS, it is a condition to the Purchase Agreement, dated as July 14, 2006 (the "Purchase Agreement"), between IFI and Morningstar, Inc., an Illinois corporation, that the Grantors shall have executed and delivered to ICG, as Lender, this Amendment, and each Grantor and ICG desire to enter into this Amendment and grant the rights contained herein, and intend this Amendment to amend the Trademark Security Agreement, dated as of November 7, 2005, by and among the Grantors and Lender (the "November Trademark Security Agreement").

NOW, THEREFORE, intending to be legally bound and in consideration of the premises and agreements herein contained, each Grantor hereby jointly and severally agrees with ICG as follows:

1. Amendment.

(a) Amendment of November Trademark Security Agreement. The second sentence of Section 2 of the November Trademark Security Agreement shall be deleted in its entirety and replaced by the following:

As used herein, "Trademark Collateral" means: all of Grantors' right, title and interest in and to all of its now owned or existing and hereafter acquired or arising: trademarks, service marks, trademark or service mark

registrations, trade names, and trademark or service mark applications, whether the foregoing are domestic or foreign, including, without limitation, each registration, and application listed on Schedule I, attached hereto and made a part hereof, and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights corresponding thereto throughout the world, (v) the Trademark License Rights, as hereinafter defined, (vi) trade dress, (vii) all customer and other lists related to any of the foregoing, and (viii) together in each case with the goodwill of Borrower's business connected with the use of, and symbolized by any of the foregoing; provided that, Trademark Collateral shall not include the Purchased Assets (as defined in the Purchase Agreement, dated as of July 14, 2006, between IFI and Morningstar, Inc., an Illinois corporation), which Purchased Assets include, but are not limited to, the trademarks Altvest and Altvest.com.

(b) Amendment of Security Interest Filed with USPTO. Lender shall immediately amend the currently recorded security interests in the Trademark Collateral on file with the USPTO to reflect the amended definition of Trademark Collateral provided in Section 1(a), including, but not limited to, removing the security interest on the following trademark: Search Exchange.

(c) No provision of the November Trademark Security Agreement shall be applicable to the Purchased Assets (as defined in the Purchase Agreement).

(d) Trigger Release of Security Interest. If the provisions of Section 8.10(b) of the Purchase Agreement are triggered resulting in the transfer of the URL www.investorforce.com to Morningstar, Inc., then the following shall immediately occur:

(i) Amendment of November Trademark Security Agreement. The second sentence of Section 2 of the November Trademark Security Agreement shall be deleted in its entirety and replaced by the following:

As used herein, "Trademark Collateral" means: all of Grantors' right, title and interest in and to all of its now owned or existing and hereafter acquired or arising: trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, whether the foregoing are domestic or foreign, including, without limitation, each registration, and application listed on Schedule I, attached hereto and made a part hereof, and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights corresponding thereto throughout the world, (v) the Trademark License Rights, as

hereinafter defined, (vi) trade dress, (vii) all customer and other lists related to any of the foregoing, and (viii) together in each case with the goodwill of Borrower's business connected with the use of, and symbolized by any of the foregoing; provided that, the Collateral shall not include (i) the Purchased Assets (as defined in the Purchase Agreement, dated as of July 14, 2006 (the "Purchase Agreement"), between IFI and Morningstar, Inc., an Illinois corporation) and (ii) the investorforce.com Internet Domain Name (as defined in the Purchase Agreement).

(ii) Amendment of Security Interest Filed with USPTO. Lender shall immediately amend the currently recorded security interests in the Trademark Collateral on file with the USPTO to reflect the amended definition of Trademark Collateral provided in Section 1(a), including, but not limited to, removing the security interests on the following trademarks: investorforce.com.

(iii) No provision of the November Trademark Security Agreement shall be applicable to the investorforce.com Internet Domain Name (as defined in the Purchase Agreement).

2. Miscellaneous.

(a) Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Delaware, except as required by mandatory provisions of law and except to the extent that the validity or perfection of the security interest created hereby, or remedies hereunder, in respect of any particular Collateral (as defined in the Agreement) are governed by the law of the jurisdiction other than the State of Delaware.

(b) Counterparts. This Amendment may be executed in two or more counterparts (delivery of which may occur via facsimile or as an attachment to an electronic mail message in "pdf" or similar format), each of which shall be binding as of the date first written above, and, when delivered, all of which shall constitute one and the same instrument. This Amendment and any other certificate, instrument, agreement or document required to be delivered pursuant to this Amendment, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or as an attachment to an electronic mail message in "pdf" or similar format, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or electronic mail attachment in "pdf" or similar format to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or as an attachment to an electronic mail message as a defense to the formation of a contract and each such party forever waives any such defense. A facsimile signature or electronically scanned copy of a signature shall constitute and shall be deemed to be sufficient evidence of a party's execution of this Amendment, without necessity of further proof. Each such copy shall be deemed an original, and it shall not be

necessary in making proof of this Amendment to produce or account for more than one such counterpart.

(c) Titles and Subtitles. The titles of the paragraphs and subparagraphs of this Amendment are used for convenience only and are not to be considered in construing or interpreting this Amendment.

(d) Severability. If any provision of this Amendment is held to be unenforceable under applicable law, then such provision shall be excluded from this Amendment and the balance of the Amendment shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its terms.

(e) Entire Agreement. This Amendment constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, correspondence, agreements, understandings, duties or obligations among the parties, written or oral, with respect to the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantors have caused this Amendment No. 1 to Trademark Security Agreement to be executed and delivered by its officer thereunto duly authorized, as of the date first above written.

INVESTOR FORCE HOLDINGS, INC.

By: _____

Name:

Title:

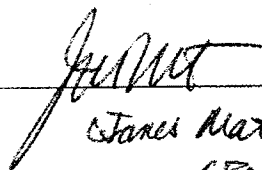

James Mates
CFO

INVESTOR FORCE, INC.

By: _____

Name:

Title:


James Mates
CFO

Accepted:

ICG HOLDINGS, INC.

By: _____

Name: Suzanne Niemeyer

Title: Vice President