

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Motley Fool Holdings, Inc., The		10/21/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Bank: CALIFORNIA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1953034	THE MOTLEY FOOL
Registration Number:	2384981	FOOLISH
Registration Number:	2384979	FOOLMART
Registration Number:	2384980	FOOL'S SCHOOL
Registration Number:	2384982	
Registration Number:	2433551	FOOL'S SCHOOL
Registration Number:	2433553	FOOL.COM
Registration Number:	2435231	FOOL.COM
Registration Number:	2437075	RULE MAKER
Registration Number:	2437076	RULE BREAKER
Registration Number:	2438525	RULE MAKER
Registration Number:	2438524	RULE BREAKER
Registration Number:	2501854	
Registration Number:	2506170	THE MOTLEY FOOL

CH \$515.00 1953034

900147773

**TRADEMARK
 REEL: 004097 FRAME: 0057**

Registration Number:	2793398	FOOL
Registration Number:	2975850	HIDDEN GEMS
Registration Number:	2975849	HIDDEN GEMS
Registration Number:	3091383	RULE BREAKERS
Registration Number:	3292233	CAPS
Serial Number:	77563368	DECLARE YOUR INDEPENDENCE

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 1501 Wilson Boulevard
Address Line 2: Suite 510
Address Line 4: Arlington, VIRGINIA 22209

ATTORNEY DOCKET NUMBER:	9090803
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	11/16/2009

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 21, 2009 by and between SILICON VALLEY BANK, a California corporation ("Bank") and THE MOTLEY FOOL HOLDINGS, 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 October 21, 2009 (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, Patents, and Mask Works (as each term is described below) 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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.

[Signature page follows.]

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 HOLDINGS, INC.

2000 Duke Street, 4th Floor
Alexandria, Virginia 22314

By: *Ollen C. Douglass*

Attn: Ollen C. Douglass

Title: CFO

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: _____

Attn: _____

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.

Address of Grantor:

2000 Duke Street, 4th Floor
Alexandria, Virginia 22314

Attn: _____

GRANTOR:

THE MOTLEY FOOL HOLDINGS, INC.

By: _____

Title: _____

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Mike Burke / Megan Schetter

BANK:

SILICON VALLEY BANK

By: Megan Schetter

Title: SVP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

See attached.

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date	NOTES
The Montley Fool	1,953,034	January 30, 1996	
The Montley Fool	758,375	October 7, 1999	EU registration
Foolish	2,384,981	September 12, 2000	
FoolMart	2,384,979	September 12, 2000	
Fool's School	2,384,980	September 12, 2000	
Jester Logo	2,384,982	September 12, 2000	
Fool's School	2,433,551	March 6, 2001	
Fool.com	2,433,553	March 6, 2001	
Fool	2,242,170	March 9, 2001	UK registration
Fool.com	2,435,231	March 13, 2001	
Rule Maker	2,437,075	March 20, 2001	
Rule Breaker	2,437,076	March 20, 2001	
Rule Maker	2,438,525	March 27, 2001	
Rule Breaker	2,438,524	March 27, 2001	
Jester Logo	2,501,854	October 30, 2001	
The Montley Fool	2,506,170	November 13, 2001	
Fool	1,773,399	November 22, 2001	EU registration
Jester Logo	1,774,876	December 4, 2001	EU registration
Rule Breaker	1,876,465	June 26, 2002	EU registration
The Montley Fool	4,624,385	November 22, 2002	Japan registration
Fool	2,793,398	December 16, 2003	
Hidden Gems	2,361,279	April 19, 2004	UK registration
Hidden Gems	2,975,850	July 26, 2005	
Hidden Gems	2,975,849	July 26, 2005	
Rule Breakers	3,091,383	May 9, 2006	
CAPS	905437	November 7, 2006	International registration: request to extend protection to EU, Korea and Japan refused and not appealed
CAPS	3,292,233	September 11, 2007	
Declare Your Independence	77563368	September 5, 2008	Statement of Use filed on 8/31/09

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.