

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
InvestorPlace Media, LLC		01/06/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	1600 Market Street
<b>City:</b>	Philadelphia
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19103
<b>Entity Type:</b>	National Association: PENNSYLVANIA

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	3707138	BIG MONEY OPTIONS
Serial Number:	77754116	JAMIE DLUGOSCH'S PENNY STOCK WINNERS
Serial Number:	77759477	PARABOLIC ETFS
Serial Number:	77763702	PARABOLIC OPTIONS
Serial Number:	77759504	PARABOLIC STOCKS
Serial Number:	77754121	PENNY STOCK WINNERS
Serial Number:	77763743	TRENDING 123
Serial Number:	77772994	CHINA STRATEGY
Serial Number:	77821517	OPTIONSZONE
Serial Number:	77772989	CASH MACHINE
Serial Number:	77686164	BURIED TREASURES UNDER \$10
Serial Number:	78830924	THE 25% CASH MACHINE

**CORRESPONDENCE DATA**

**900152094**

**TRADEMARK  
 REEL: 004131 FRAME: 0159**

**CH \$315.00 3707138**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 2: Attn: Jean Paterson  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	248964
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	01/14/2010

Total Attachments: 9  
source=1-14-10 InvestorPlace Media-TM#page1.tif  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 6 day of January, 2010 by **INVESTORPLACE MEDIA, LLC** (f/k/a ACP Phillips Investment Resources, LLC), a Delaware limited liability company ("Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION**, (as successor to National City Bank) in its capacity as administrative agent ("Agent") for the Lenders (as defined below).

### W I T N E S S E T H

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of January 31, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Agent and various financial institutions party thereto as lenders (the "Lenders"), pursuant to which Lenders agreed to make available to Grantor a term loan and revolving loan facility (with a sublimit for letters of credit), as well as certain other obligations referred to in the Credit Agreement and related documents.

WHEREAS, concurrently with the execution of the Credit Agreement, Grantor and Agent entered into that certain Security Agreement dated January 31, 2007 (the "Security Agreement") pursuant to which Grantor granted to Agent, for the benefit of Lenders, a security interest in and lien on substantially all of the assets of Grantor, including without limitation all trademarks and trademark applications, together with the goodwill of the business symbolized by such trademarks and trademark applications and all products and proceeds thereof.

WHEREAS, subsequent to the execution of the Security Agreement, Grantor has obtained additional trademarks and trademark applications.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. Terms not otherwise defined herein are used as defined in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and trademark application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks"), together with any reissues, continuations or extensions thereof, and all of the

goodwill of the business connected with the use of, and symbolized by, each Trademark; and

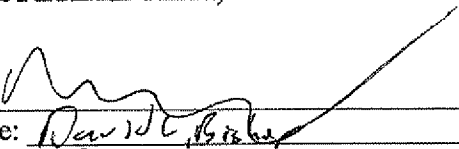
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the terms of the Credit Agreement or the Security Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of Agent.

[signatures to appear on following page]


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**INVESTORPLACE MEDIA, LLC**

By:   
Name: David C. Bisher  
Title: CEO/COO

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK NATIONAL ASSOCIATION**  
as Agent

By:   
Name: Katharine Elek  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT  
SECURITY AGREEMENT]

131832.01410/95005205v.2

**TRADEMARK**  
**REEL: 004131 FRAME: 0163**

**SCHEDULE 1**

**TRADEMARK AND TRADEMARK APPLICATIONS**

<b><u>Mark</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Status</u></b>	<b><u>App. No.</u></b>	<b><u>Reg. No.</u></b>
Jamie Dlugosch's Penny Stock Winners	US	Pending	77//54116	N/A
Parabolic ETFS	US	Pending	77/759477	N/A
Parabolic Options	US	Pending	77/763702	N/A
Parabolic Stocks	US	Pending	77/759504	N/A
Penny Stock Winners	US	Pending	77/754121	N/A
Trending 123	US	Pending	77/763743	N/A
China Strategy	US	Pending	77/772994	N/A
Options Zone	US	Pending	77/821517	N/A
Cash Machine	US	Pending	77/772989	N/A
Buried Treasures Under \$10	US	Pending	77/686164	N/A
The 25% Cash machine	US	Registered	78/830924	3424466
Big Money Options	US	Registered	77/616324	3707138

**SCHEDULE -1**

131832.01410/95005205v.2

**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF *Maryland* : SS  
COUNTY OF *montgomery* :

On this 6 of January, 2010, before me personally appeared David Bishop to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of InvestorPlace Media, LLC, a Delaware limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Dulcie Dana Dulcie Dana  
Notary Public  
My Commission Expires: 11/14/2013

## POWER OF ATTORNEY

INVESTORPLACE MEDICA, LLC, a Delaware limited liability company (the "Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION (as successor in interest to National City Bank), its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Credit Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantor, dated as of January 31, 2007 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Credit Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Credit Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark Security Agreement between Grantor and Agent dated as of January 6, 2010 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Security Agreement"), including, without limitation, the power to record its interest in any Trademarks (as defined in the Trademark Security Agreement) or additional trademarks in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Trademark Security Agreement, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute on behalf of Grantor a Trademark, in each case subject to the terms of the Trademark Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Credit Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark Security Agreement, the Credit Agreement and the Loan Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark Security Agreement.



IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

**INVESTORPLACE MEDIA, LLC**

By: 

Name: David L. Bishop

Title: CEO/COO

[SIGNATURE PAGE TO POWER OF ATTORNEY]

**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF *Maryland* : SS  
COUNTY OF *Montgomery* :

On this 6 of January, 2010, before me personally appeared David Bishop, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of InvestorPlace Media, LLC, a Delaware limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Diane Dana D'Arcy Dana  
Notary Public  
My Commission Expires: 11/14/2013

(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK AND PATENT  
SECURITY AGREEMENT)

131832.01410/95005205v.2