## 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
OptionMonster Holdings, Inc.		08/17/2012	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	American Chartered Bank	
Street Address:	20 N. Martingale Road, Suite 600	
City:	Schaumburg	
State/Country:	LLINOIS	
Postal Code:	60173	
Entity Type:	CORPORATION: ILLINOIS	

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark		
Serial Number:	77610993	DEPTHCHARGE		
Serial Number:	77535109	DRAKON		
Serial Number:	77598879	EXIT PLAN		
Serial Number:	78831102	FUTURESMONSTER		
Serial Number:	77574505	FX MONSTER		
Serial Number:	77043312	INSIDEOPTIONS		
Serial Number:	77552011	INVEST LIKE A MONSTER		
Serial Number:	77574590	MONSTER		
Serial Number:	78704448	OPTIONMONSTER		
Serial Number:	77516622	OPTIONMONSTER		
Serial Number:	77648937	SPREADMAKER		
Serial Number:	77516113	STOCKMONSTER		
Serial Number:	77892575	STRATEGYSEEK		
Serial Number:	77181234	THERMAL IMAGING		
		TRADEMARK		

REEL: 004846 FRAME: 0635

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Serial Number:	77200604	TICKER TRIGGER
Serial Number:	77552006	TRADE LIKE A MONSTER
Serial Number:	77513671	TRADE MONSTER
Serial Number:	77580835	TRADE MONSTER
Serial Number:	85408126	TRADE TOUGH
Serial Number:	77842106	TRADELAB
Serial Number:	77574311	VOLATILITY SONAR
Serial Number:	78954264	ОМ

#### **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 312-281-1116
Email: rfloren@hmblaw.com

Correspondent Name: Rebecca Floren

Address Line 1: 500 W. Madison Street, Suite 3700
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Rebecca E. Floren	
Signature:	/Rebecca E. Floren/
Date:	08/21/2012

#### Total Attachments: 6

source=Trademark Security Agreement dated August 17, 2012#page1.tif source=Trademark Security Agreement dated August 17, 2012#page2.tif source=Trademark Security Agreement dated August 17, 2012#page3.tif source=Trademark Security Agreement dated August 17, 2012#page4.tif source=Trademark Security Agreement dated August 17, 2012#page5.tif source=Trademark Security Agreement dated August 17, 2012#page6.tif

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated August 17, 2012, is made by OptionMonster Holdings, Inc., a Delaware corporation ("Grantor"), in favor of American Chartered Bank ("Secured Party").

## RECITALS

- A. Grantor and Secured Party have entered into that certain Loan Agreement, of even date herewith, by and between Grantor and Secured Party (as may be amended from time to time, the "Loan Agreement"), pursuant to which Secured Party has agreed to extend credit to Grantor;
- B. As a condition to Secured Party agreeing to enter into the Loan Agreement, Grantor has executed and delivered to Secured Party that certain Security Agreement, of even date herewith, by and between Grantor and Secured Party (as amended from time to time, the "Security Agreement"), pursuant to which Grantor is required to execute and deliver this Agreement to Secured Party. Capitalized terms used herein without definition shall have the meanings ascribed such terms in the Security Agreement; and
- C. Pursuant to the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in all the assets of Grantor, including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the obligations of Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Security Agreement, and the other Loan Documents (as defined in the Loan Agreement), Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith:
- (2) each trademark license, including, without limitation, each trademark license listed on <u>Schedule 1</u> annexed hereto, together with all goodwill associated therewith;
- all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in <u>Schedule 1</u> annexed hereto, any trademark issued pursuant to a trademark application referred to in <u>Schedule 1</u> and any trademark licensed under any trademark license listed on <u>Schedule 1</u> annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

provided, in no event shall the security interest granted hereunder attach to any lease, license, contract, property rights or agreement to which Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in a breach or termination pursuant to the terms of, or default under, any such lease, license, contract, property rights or agreement or pursuant to rule of law, statute or regulation that prohibits, restricts or requires the consent of a governmental body to the grant of such security interest therein, other than to the extent that any such term is rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision) and, provided, upon the request of Secured Party, Grantor will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of Secured Party (and to Secured Party's enforcement of such security interest) in Secured Party's rights under such lease or license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows.]

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Grantor has caused this Trademark Security Agreement to be duly executed by its	duly
authorized officer thereunto as of the date first set forth above.	
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OPTIONMONSTER HOLDINGS, INC.

By: Adjusted Solver to the s

SECURED PARTY:

AMERICAN CHARTERED BANK

By: Scott Theuerkauf, Senior Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

## **GRANTOR:**

•	OPTIONMONSTER HOLDINGS, INC
	By: Name: Title:

Acknowledged as of the date first set forth above.

**SECURED PARTY:** 

AMERICAN CHARTERED BANK

Scott Theuerkauf, Senior Vice President

# SCHEDULE 1

to

# TRADEMARK SECURITY AGREEMENT

Trademarks: All Trademarks owned by OptionMonster Holdings, Inc.

# United States

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
DEPTHCHARGE	77610993	November 10, 2008	3635154	June 9, 2009
DRAKON	77535109	July 30, 2008	3857411	October 5, 2010
EXIT PLAN	77598879	October 23, 2008	Pending	Pending
FUTURESMONSTER	78831102	March 7, 2006	3703636	October 27, 2009
FX MONSTER	77574505	September 19, 2008	Pending	Pending
INSIDEOPTIONS	77043312	November 14, 2006	3923299	February 22, 2011
INVEST LIKE A MONSTER	77552011	August 20, 2008	Pending	Pending
MONSTER	77574590	September 19, 2008	Pending	Pending
OPTIONMONSTER	78704448	August 31, 2005	3209746	February 13, 2007
OPTIONMONSTER	77516622	July 8, 2008	3572505	February 10, 2009
SPREADMAKER	77648937	January 14, 2009	3944882	April 12, 2011
STOCKMONSTER	77516113	July 7, 2008	3832461	August 10, 2010
STRATEGYSEEK	77892575	December 14, 2009	Pending	Pending
THERMAL IMAGING	77181234	May 15, 2007	3619927	May 12, 2009
TICKER TRIGGER	77200604	June 7, 2007	3616644	May 5, 2009
TRADE LIKE A MONSTER	77552006	August 20, 2008	4139369	May 8, 2012
TRADE MONSTER	77513671	July 2, 2008	3572394	February 10, 2009
TRADE MONSTER	77580835	September 29, 2008	Pending	Pending
TRADE TOUGH	85408126	August 26, 2011	Pending	Pending
TRADELAB	77842106	October 6, 2009	Pending	Pending
VOLATILITY SONAR	77574311	September 19, 2008	3801668	June 15, 2010

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
OM Design	78954264	August 17, 2006	3410952	April 8, 2008

# Foreign

Country	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
India	OPTIONMONSTER	1447441	April 21, 2006	1447441	April 21, 2006
Int'l Registration Madrid Protocol	OPTIONMONSTER	A0004379	April 4, 2006	888381	April 4, 2006
Australia	OPTIONMONSTER	A0004379	April 4, 2006	888381	April 4, 2006
Madrid Protocol					
China	OPTIONMONSTER	A0004379	April 4, 2006	888381	April 4, 2006
Madrid Protocol					
European	OPTIONMONSTER	A0004379	April 4, 2006	888381	April 4, 2006
Community					
Madrid Protocol					
Japan	OPTIONMONSTER	A0004379	April 4, 2006	888381	April 4, 2006
Madrid Protocol					
South Korea	OPTIONMONSTER	A0004379	April 4, 2006	888381	April 4, 2006
Madrid Protocol					

TRADEMARK REEL: 004846 FRAME: 0642

**RECORDED: 08/21/2012**