

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319641

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	THIRD Amendment to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE MOTLEY FOOL, LLC		09/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86361029		
Serial Number:	85501807	MOTLEY FOOL SUPERNOVA	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Brandie Sullivan		
Address Line 1:	1025 Vermont Ave. NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	10/09/2014		
Total Attachments: 8			
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**THIRD AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Third Amendment to Intellectual Property Security Agreement (the "Amendment") is effective as of September 30, 2014 by and between THE MOTLEY FOOL, LLC, a Delaware limited liability company with its chief executive office located at 2000 Duke Street, 4th Floor, Alexandria, Virginia 22314 (the "Grantor"), and SILICON VALLEY BANK, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at 8020 Towers Crescent Drive, Suite 475, Tysons Corner, Virginia 22182 (the "Bank") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of October 21, 2009, as amended by a certain First Amendment to Intellectual Property Security Agreement dated as of September 1, 2011, as and as further amended by a certain Second Amendment to Intellectual Property Security Agreement dated as of May, 2014 (as may be further amended, hereinafter, the "IP Agreement"), in favor of the Bank, pursuant to which the Grantor pledged, assigned and granted a security interest in favor of the Bank in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, the Grantor has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of the Bank upon the terms of the IP Agreement.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to Exhibits.
 - a. Exhibit A to the IP Agreement is hereby amended and supplemented by adding thereto all of the Intellectual Property Collateral as set forth on Exhibit A annexed hereto and incorporated herein by reference.
 - b. Exhibit B to the IP Agreement is hereby amended and supplemented by amending and adding thereto all of the Intellectual Property Collateral set forth on Exhibit B annexed hereto and incorporated herein by reference.
 - c. Exhibit C to the IP Agreement is hereby amended and supplemented by amending and adding thereto all of the Intellectual Property Collateral set forth on Exhibit C annexed hereto and incorporated herein by reference.
 - d. Exhibit D to the IP Agreement is hereby amended and supplemented by amending and adding thereto all of the Intellectual Property Collateral set forth on Exhibit D annexed hereto and incorporated herein by reference.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.

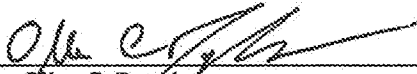
- b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.
- c. As required by the IP Agreement, the Grantor shall reimburse the Bank for the reasonable legal fees and expenses incurred in connection with the preparation and filing of this Amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and effective as of the date first written above.

GRANTOR:

THE MOTLEY FOOL, LLC

By 
Name: Allen C. Douglas
Title: Authorized Person

BANK:

SILICON VALLEY BANK

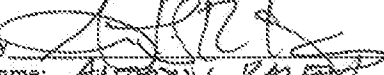
By 
Name: Amy Knight
Title: VP

EXHIBIT A

Copyrights

Copyright Description	Registration Number	Date of Issuance
Stocks 2014	TX0007903160	4/7/2014
Stocks 2015	Pending	Pending

EXHIBIT B

Patents

Description	Date Filed	Status/Application Number
Determining an Asset Allocation	7/30/2014	Pending Appl. No.: 14447228

EXHIBIT C

Trademarks

<u>Mark</u>	<u>Registration/Application Numbers</u>	<u>Registration/Application Date</u>	<u>Jurisdictions of Registration/Application</u>
The Motley Fool	14166756 14166755 14166754	3/13/2014	China
The Motley Fool in Chinese characters (妙利富)	14166759 14166758 14166757	3/13/2014	China
Jester Cap design	86/361,029 1690687 13199237	8/8/14	United States Canada European Community
Motley Fool Supernova	85501807	7/1/2014	US

EXHIBIT D

Mask Works

NONE

