

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM441475

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		08/30/2017	Corporation:
National City Bank		08/30/2017	National Banking Association:

## RECEIVING PARTY DATA

<b>Name:</b>	Investorplace Media, LLC
<b>Street Address:</b>	9201 Corporate Boulevard
<b>City:</b>	Rockville
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20850
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1873792	JOHN DESSAUER'S INVESTOR'S WORLD
Registration Number:	2434717	PROFITABLE INVESTING
Registration Number:	2434716	THE RETIREMENT LETTER
Registration Number:	3107914	MAXIMUM OPTIONS
Registration Number:	3210348	LOUIS NAVELLIER'S EMERGING GROWTH
Registration Number:	3376876	PORTFOLIOGRADER
Registration Number:	3603396	INVESTORPLACE MEDIA
Registration Number:	3588051	INVESTORPLACE
Registration Number:	3577172	
Registration Number:	3833955	OPTIONSZONE
Registration Number:	3911253	HILARY KRAMER'S BREAKOUT STOCKS UNDER \$5

## CORRESPONDENCE DATA

Fax Number:

*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.*

Phone: 7865944124

Email: cavila@arhmf.com

Correspondent Name: Christopher Avila

Address Line 1: 2525 Ponce de Leon Blvd

TRADEMARK

**Address Line 2:** Suite 1225  
**Address Line 4:** Coral Gables, FLORIDA 33134

**NAME OF SUBMITTER:** Christopher Avila

**SIGNATURE:** /Chris Avila/

**DATE SIGNED:** 08/31/2017

**Total Attachments: 5**

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made and effective as of August 31, 2017 and granted by THE BANK OF NEW YORK MELLON (the "Agent"), as administrative agent for the secured parties under the Credit Agreement referred to below (the "Secured Parties"), in favor of INVESTORPLACE MEDIA, LLC (f/k/a ACP PHILLIPS INVESTMENT RESOURCES, LLC), a Delaware limited liability company (the "Grantor"), and its successors, assigns and legal representatives.

WHEREAS, Grantor is a party to 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") among the Grantor, National City Bank, as administrative agent (in such capacity, the "Original Agent"), issuing bank, lead arranger and sole bookrunner, and the lenders party thereto;

WHEREAS, by Successor Agent Agreement and Fourth Amendment to Credit Agreement dated as of December 22, 2010, the Agent was appointed as the administrative agent under the Credit Agreement succeeding PNC Bank, National Association ("PNC"), which succeeded the Original Agent;

WHEREAS, pursuant to the Credit Agreement, the Grantor executed and delivered to the Original Agent that certain (i) Grant of Security Interest dated as of January 31, 2007 and recorded with the United States Patent and Trademark Office ("USPTO") at Reel/Frame 3498/0489; and (ii) Grant of Security Interest dated May 18, 2009 and recorded with the USPTO at Reel/Frame 3997/0461 (the "Original Agent Security Instruments");

WHEREAS, pursuant to the Credit Agreement, the Grantor executed and delivered to PNC (as successor to the Original Agent) that certain Trademark Security Agreement dated January 6, 2010 and recorded with the USPTO at Reel/Frame 4131/0159 (the "PNC Security Agreement" and, together with the Original Agent Security Instruments, the "Assigned Security Instruments");

WHEREAS, on December 22, 2010, PNC assigned and transferred the Assigned Security Instruments to Agent pursuant to that certain Assignment of Security Interest in Trademarks recorded with the USPTO at Reel/Frame 4570/0262;

WHEREAS, pursuant to the Credit Agreement, the Grantor executed and delivered to Agent that certain Trademark Security Agreement dated December 22, 2010 and recorded with the USPTO at Reel/Frame 4570/0291 (the "Trademark Security Agreement" and, collectively with the Assigned Security Instruments, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, Agent has, for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Grantor has satisfied all of the obligations under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) and requests that the Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Agent and the Secured Parties may have in the Trademark Collateral

pursuant to the Security Agreements; and

**WHEREAS**, the Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby states as follows:

1. Release of Security Interest. Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Security Agreements and terminates, releases and discharges any and all security interests that it has, without recourse, representation or warranty, pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "Trademark Collateral"):

a. any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("Trademarks");

b. all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

c. any and all license and other agreements in which such Grantor has granted or is granted a license or other right to use any Trademarks;

d. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

e. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Powers of Attorney. The Agent agrees that any power of attorney or similar rights granted by Grantor to the Agent with respect to the Trademark Collateral, including those Trademarks set forth in Schedule 1 hereto, pursuant to or in connection with the Security Agreements is terminated.

3. Further Assurances. Agent agrees, at Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

4. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

5. Authority to Record. Grantor is hereby authorized to record a copy of this Release with the USPTO without further consent of or signatures from Agent.

[Signatures Follow]

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THE BANK OF NEW YORK MELLON,  
as administrative agent

By: Margaret DeLuco  
Name: Margaret DeLuco  
Title: Authorized Signatory

Address for Notices:

500 Ross Street  
12<sup>th</sup> Floor  
Pittsburgh PA 15262  
Attn: Margaret DeLuco  
E-mail: Margaret.brown@bnymellon.com

STATE OF Pennsylvania  
COUNTY OF Allegheny

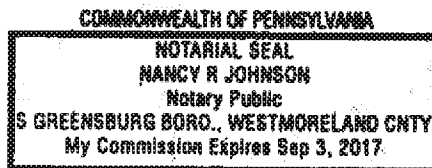
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On the 30<sup>th</sup> day of August, 2017, before me personally appeared Margaret DeLuco, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the Authorized Signatory of The Bank of New York Mellon, and acknowledged the instrument to be the free act and deed of The Bank of New York Mellon for the uses and purposes mentioned in the instrument.

My Commission Expires:

9/3, 2017

Nancy R. Johnson  
Notary Public  
Printed Name: Nancy R. Johnson



**SCHEDULE 1  
TRADEMARKS**

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
JOHN DESSAUER'S INVESTORS WORLD	US	1873792	01/17/1995	InvestorPlace Media, LLC
PROFITABLE INVESTING	US	2434717	03/13/2001	InvestorPlace Media, LLC
THE RETIREMENT LETTER	US	2434716	03/13/2001	InvestorPlace Media, LLC
MAXIMUM OPTIONS	US	3107914	06/20/2006	InvestorPlace Media, LLC
LOUIS NAVALLIER'S EMERGING GROWTH	US	3210348	02/20/2007	InvestorPlace Media, LLC
PORTFOLIOGRADER	US	3376876	02/05/2008	InvestorPlace Media, LLC
INVESTORPLACE MEDIA	US	3603396	04/07/2009	InvestorPlace Media, LLC
INVESTORPLACE	US	3588051	03/10/2009	InvestorPlace Media, LLC
INVESTORPLACE MEDIA (LOGO)	US	3577172	02/17/2009	InvestorPlace Media, LLC
OPTIONSZONE	US	3833955	08/17/2010	InvestorPlace Media, LLC
HILARY KRAMER'S BREAKOUT STOCKS UNDER \$5	US	3911253	01/25/2011	InvestorPlace Media, LLC