

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476410

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE MOTLEY FOOL HOLDINGS, INC		05/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	1953034	THE MOTLEY FOOL	
Registration Number:	2506170	THE MOTLEY FOOL	
Registration Number:	2384981	FOOLISH	
Registration Number:	2384979	FOOLMART	
Registration Number:	2384982		
Registration Number:	2501854		
Registration Number:	2433553	FOOL.COM	
Registration Number:	2435231	FOOL.COM	
Registration Number:	2433551	FOOL'S SCHOOL	
Registration Number:	2384980	FOOL'S SCHOOL	
Registration Number:	2438524	RULE BREAKER	
Registration Number:	2437076	RULE BREAKER	
Registration Number:	2437075	RULE MAKER	
Registration Number:	2438525	RULE MAKER	
Registration Number:	2793398	FOOL	
Registration Number:	2975850	HIDDEN GEMS	
Registration Number:	3091383	RULE BREAKERS	
Registration Number:	3292233	CAPS	
TRADEMARK			

OP \$640.00 1953034

Property Type	Number	Word Mark
Registration Number:	3719681	DECLARE YOUR INDEPENDENCE
Registration Number:	4716732	MOTLEY FOOL SUPERNOVA
Registration Number:	4182350	MOTLEY FOOL EPIC VOYAGE FUND
Registration Number:	4784593	
Serial Number:	87686039	FOOLWORKS
Serial Number:	87784894	MOTLEY FOOL VENTURES
Registration Number:	2975849	HIDDEN GEMS

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Melony Sot

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F177332 Motley Holding TM
NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	06/01/2018

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of May 30, 2018, by and between SILICON VALLEY BANK, a California corporation, with a loan production office located at 1000 4th St, Aliphan VA 22009 ("Bank") and The Motley Fool Holdings, Inc. a Delaware corporation with its principal place of business located at 2000 Duke St. Alexandria, VA 22314 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor or its affiliates (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Grantor and the other parties thereto dated as of the date hereof (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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, 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:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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");

(b) 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;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) 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");

(e) 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");

(f) 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");

(g) 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;

(h) 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;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement 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 Agreement and the transactions contemplated hereby and thereby 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).

[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:

THE MOTLEY FOOL HOLDINGS, INC.

By: 

Title: General Counsel

BANK:

SILICON VALLEY BANK

By: _____

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.

GRANTOR:

THE MOTLEY FOOL HOLDINGS, INC.

By: 

Title: General Counsel

BANK:

SILICON VALLEY BANK

By: 

Title: Vice President.

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
FoolWorks Software Program	Pending: 1-6308746992	2/21/2018

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System, Method, and Computer Program Product for Automatically Transitioning a User from a Call to Action to an Enrollment Interface	US Patent 9,537,807	11/15/2013 Application 1/3/2017 Registered

EXHIBIT C

Trademarks

Mark	Registration Number	Registration Date	Country
The Motley Fool	1953034, 2506170	1/30/1996, 11/13/2001	US
Foolish	2384981	9/12/2000	US
Foolmart	2384979	9/12/2000	US
Jester Design	2384982, 2501854	9/12/2000, 10/30/01	US
Fool.com	2433553, 2435231	3/6/2001, 3/13/2001	US
Fool's School	2433551, 2384980	9/12/2000, 3/6/2001	US
Rule Breaker	2438524, 2437076	3/27/2001, 3/20/2001	US
Rule Maker	2437075, 2438525	3/20/2001, 3/27/2001	US
Fool	2793398	12/16/2003	US
Hidden Gems	29759849, 2975850	7/26/2005	US
Rule Breakers	3091383	5/9/2006	US
CAPS	3292233	9/11/2007	US
Declare Your Independence	3,719,681	12/1/2009	US
Motley Fool Supernova	4716732	12/22/2011	US
Motley Fool Epic Voyage Fund	4,182,350	7/31/2012	US
Jester Cap Design	4784593	8/8/2014	US
Jester Design	1420367	11/14/2011	Australia
The Motley Fool	1420368	11/14/2011	Australia
Lakehouse Capital	1789168	3/20/2017	Australia
The Motley Fool	TMA912,974	9/2/2015	Canada
Jester Design	TMA912,975	9/2/2015	Canada
Jester Cap Design	TMA935,826	4/22/2016	Canada
The Motley Fool	14166756	1/17/2017	China
The Motley Fool	14166755	5/7/2015	China
The Motley Fool	14166754	2/21/2017	China
THE MOTLEY FOOL in Chinese characters 妙利富	14166759	5/21/2015	China
THE MOTLEY FOOL in Chinese characters 妙利富	14166758	5/21/2015	China
THE MOTLEY FOOL in Chinese characters 妙利富	14166757	5/21/2015	China
Motley Fool	5924921	4/28/2010	China
Motley Fool	5924920	4/28/2010	China
Motley Fool	5924919	5/21/2010	China
MOTLEY FOOL in Chinese characters -妙利富	5924918	12/7/2009	China
MOTLEY FOOL in Chinese characters -妙利富	5924917	2/21/2010	China
MOTLEY FOOL in Chinese characters -妙利富	5924916	3/28/2010	China
Jester Cap Design	13199237	1/20/2015	European Community

Jester Design	1774876	12/4/2001	European Community
Fool	1773399	7/25/2000	European Community
Rule Breaker	1876465	6/26/2002	European Community
The Motley Fool	758375	10/7/1999	European Community
The Motley Fool	2101653	9/11/2016	India
The Motley Fool	4624385	11/22/2002	Japan
Lakehouse Capital	1060205	8/10/2017	New Zealand
The Motley Fool	1218718J	12/7/2012	Singapore
Jester Design	T1218719I	12/7/2012	Singapore
MOTLEY FOOL in Chinese characters -妙利富	T1405037I	9/15/2015	Singapore
Fool	2242170	3/9/2001	United Kingdom
Hidden Gems	2361279	1/28/2005	United Kingdom

Mark	Application Number	Application Date	Country
Foolworks	87686039	11/15/2017	US
Motley Fool Ventures	87784894	2/5/2018	US
The Motley Fool	304317642	10/30/2017	Hong Kong
Jester Design	304317651	10/30/2017	Hong Kong
Jester Design	2017-143140	10/30/2017	Japan

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

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