

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM519923

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THE MOTLEY FOOL HOLDINGS, INC.		03/27/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 Tasman Drive, HF150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5608663	MOTLEY FOOL VENTURES	
<b>Serial Number:</b>	88095044	LAKEHOUSE CAPITAL	
<b>Serial Number:</b>	88161522	1623 CAPITAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037607777		
<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>			
<b>Phone:</b>	7037607360		
<b>Email:</b>	hcheng@mofo.com		
<b>Correspondent Name:</b>	Hsiao-Ting Cheng		
<b>Address Line 1:</b>	1650 Tysons Boulevard, Suite 400		
<b>Address Line 2:</b>	Morrison & Foerster LLP		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	27292-421		
<b>NAME OF SUBMITTER:</b>	Leigh Cummings		
<b>SIGNATURE:</b>	/Leigh Cummings/		
<b>DATE SIGNED:</b>	04/19/2019		
<b>Total Attachments: 4</b>			
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**FIRST AMENDMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (the "**Amendment**") is effective as of March 27, 2019, by and between **THE MOTLEY FOOL HOLDINGS, INC.**, a Delaware corporation with its chief executive office located at 2000 Duke Street, 4<sup>th</sup> 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 (the "**Bank**") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

**W I T N E S S E T H:**

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of May 30, 2018 (as may from time to time be 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 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 A 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.

[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 HOLDINGS, INC.

By   
Name: Lawrence T Greenberg  
Title: Secretary & Chief Legal Officer

BANK:

SILICON VALLEY BANK

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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 HOLDINGS, INC.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

By Will Deevy  
Name: Will Deevy  
Title: Director

**EXHIBIT A**

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MOTLEY FOOL VENTURES	5,608,663	November 13, 2018
LAKEHOUSE CAPITAL	88095044	August 28, 2018
1623 CAPITAL	88161522	October 19, 2018

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