

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
InvestorPlace Media, LLC	FORMERLY ACP Phillips Investment Resources, LLC	12/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank Of New York Mellon		
Street Address:	600 East Las Colinas Blvd.		
Internal Address:	Suite 1300		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85094580	HILARY KRAMER'S BREAKOUT STOCKS UNDER \$5	
Registration Number:	3875190	BREAKOUT STOCKS UNDER \$5	
CORRESPONDENCE DATA			
Fax Number:	(617)248-4000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-248-5000		
Email:	tadmin@choate.com		
Correspondent Name:	Elizabeth A. Walker		
Address Line 1:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2007858.0000		
NAME OF SUBMITTER:	Elizabeth A. Walker		
Signature:	/Elizabeth A. Walker/		

OP \$65.00 85094580

Date:

06/27/2011

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 22nd day of December, 2010 by **INVESTORPLACE MEDIA, LLC** (f/k/a ACP Phillips Investment Resources, LLC), a Delaware limited liability company ("Grantor"), in favor of **THE BANK OF NEW YORK MELLON** (as successor-in-interest to PNC Bank, National Association, as successor to National City Bank) in its capacity as administrative agent ("Agent") for the Lenders (as defined below).

W I T N E S S E T H

WHEREAS, Grantor has entered into 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") with Agent and various financial institutions party thereto as lenders (the "Lenders"), pursuant to which Lenders agreed to make available to Grantor a term loan and revolving loan facility, as well as certain other obligations referred to in the Credit Agreement and related documents.

WHEREAS, concurrently with the execution of the Credit Agreement, Grantor and Agent entered into that certain Security Agreement dated January 31, 2007 (the "Security Agreement") pursuant to which Grantor granted to Agent, for the benefit of Lenders, a security interest in and lien on substantially all of the assets of Grantor, including without limitation all trademarks and trademark applications, together with the goodwill of the business symbolized by such trademarks and trademark applications and all products and proceeds thereof.

WHEREAS, subsequent to the execution of the Security Agreement, Grantor has obtained additional trademarks and trademark applications.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. Terms not otherwise defined herein are used as defined in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and trademark application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks"), together with any reissues, continuations or extensions thereof, and all of the

goodwill of the business connected with the use of, and symbolized by, each Trademark; and


(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the terms of the Credit Agreement or the Security Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of Agent.

[signatures to appear on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

INVESTORPLACE MEDIA, LLC

By: 
Name: David L. Bishop
Title: CEO

Agreed and Accepted
As of the Date First Written Above

THE BANK OF NEW YORK MELLON,
as Agent

By: _____
Name: _____
Title: _____

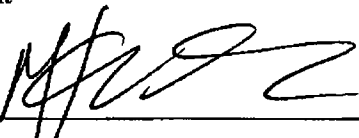
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

INVESTORPLACE MEDIA, LLC

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

THE BANK OF NEW YORK MELLON,
as Agent

By: 
Name: _____
Title: MELINDA VALENTINE
VICE PRESIDENT

[SIGNATURE PAGE TO TRADEMARK
SECURITY AGREEMENT]

TRADEMARK
REEL: 004570 FRAME: 0296

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this 23 of December, 2010, before me personally appeared Dave Bishop, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of InvestorPlace Media, LLC, a Delaware limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

DULCIE DANA
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires November 14, 2013

Notary Public
My Commission Expires:

(ACKNOWLEDGEMENT TO TRADEMARK SECURITY AGREEMENT)

TRADEMARK
REEL: 004570 FRAME: 0297

SCHEDULE 1

TRADEMARK AND TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>App. No.</u>	<u>Reg. No.</u>
Hilary Kramer's Breakout Stocks Under \$5	US	Pending	85/094,580	N/A
Breakout Stocks Under \$5	US	Registered	N/A	3,875,190

POWER OF ATTORNEY

INVESTORPLACE MEDIA, LLC, a Delaware limited liability company (the "Grantor"), hereby authorizes THE BANK OF NEW YORK MELLON (as successor-in-interest to PNC Bank, National Association, as successor to National City Bank), its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Credit Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantor, dated as of January 31, 2007 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Credit Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Credit Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark Security Agreement between Grantor and Agent dated as of December __, 2010 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Security Agreement"), including, without limitation, the power to record its interest in any Trademarks (as defined in the Trademark Security Agreement) or additional trademarks in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Trademark Security Agreement, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute on behalf of Grantor a Trademark, in each case subject to the terms of the Trademark Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.


This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Credit Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark Security Agreement, the Credit Agreement and the Loan Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

INVESTORPLACE MEDIA, LLC

By: 
Name: David Bishop
Title: CEO/COO

[SIGNATURE PAGE TO POWER OF ATTORNEY]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this 23 of December, 2010, before me personally appeared Dave Bishop, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of InvestorPlace Media, LLC, a Delaware limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

DULCIE DANA
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires November 14, 2013

Notary Public
My Commission Expires:

(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK SECURITY
AGREEMENT)