

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InvestorPlace Media LLC		08/20/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Traders Reserve LLC		
Street Address:	13309 Beall Creek Court		
City:	Potomac		
State/Country:	MARYLAND		
Postal Code:	20854		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3707138	BIG MONEY OPTIONS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-280-2700		
Email:	lmackell@garsonlaw.com		
Correspondent Name:	Brian J. Hundertmark		
Address Line 1:	7910 Woodmont Avenue		
Address Line 2:	Suite 650		
Address Line 4:	Bethesda, MARYLAND 20814		
ATTORNEY DOCKET NUMBER:	INVESTORPLACE MEDIA LLC		
NAME OF SUBMITTER:	Brian J. Hundertmark		
Signature:	/S/		

OP \$40.00 3707138

Date:

08/30/2012

**Total Attachments: 5**

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## Transfer Agreement

This Transfer Agreement ("Transfer Agreement") is made and entered into by and between InvestorPlace Media, LLC, a Delaware limited liability company ("IPM") and Traders Reserve, LLC ("TRADERS"), a Maryland limited liability company, to be effective as of the 20th day of August, 2012 ("Effective Date").

### RECITALS:

WHEREAS, IPM is the publisher of *Big Money Options*, a paid newsletter written by Nick Atkeson and Andrew Houghton; and

WHEREAS, IPM intends to terminate its relationship with Nick Atkeson and Andrew Houghton; and

WHEREAS, IPM and TRADERS mutually desire to transfer publishing responsibilities for *Big Money Options* to TRADERS as of the Effective Date.

NOW, THEREFORE, in consideration of the foregoing recitals, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1) IPM will transfer to TRADERS publishing responsibility for *Big Money Options* under the following terms and conditions:
  - a) Transfer of all publishing responsibilities for *Big Money Options* will occur on the Effective Date; and
  - b) Effective as of the Effective Date, IPM hereby assigns to TRADERS all copyrights that it may possess in the content of *Big Money Options* ; and
  - c) IPM has adopted, owns, and is using the following trademark for which IPM has federal registration on the Principal Register of the United States Patent and Trademark Office ("the Mark"): (1) Big Money Options (USPTO Registration Number 3707138). IPM hereby sells, assigns, and transfers to TRADERS all right, title, and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark.
  - d) IPM will cooperate with TRADERS to facilitate the transfer of all content and archives, currently housed on the *Big Money Options* website including html code, logos, graphics and photos to a party designated by TRADERS. IPM will transfer ownership of the related URL's to TRADERS:

bigmoneystocktrading.com  
bigmoneystocktrading.com

big-money-options.com  
bigmoneyoption.com  
tradebigmoneyoptions.com  
bigmoneyoptionspro.com  
bigmoneyoptionslive.com; and

- e) IPM will transfer the current list of active subscribers (“Actives”) for *Big Money Options* as of the Effective Date (approximately 559 people) to the fulfillment vendor designated by TRADERS. IPM will transfer the list of subscribers who cancelled or expired from their subscription for *Big Money Options* subsequent to May 1, 2012 (“Expires”). The subscriber data transferred will, where available; consist of full name, email address, original subscription date, most recent subscription date, most recent subscription term and most recent subscription price. IPM will transfer credit card billing data for Auto-Renewal subscribers to TRADERS where available. Although ownership of the Actives and Expires is being conveyed to TRADERS pursuant to this Transfer Agreement, IPM will retain the right to use those names, physical addresses, email addresses, telephone numbers and purchase history data of those persons who are also on any other list of persons to whom IPM has provided any other newsletter, e-letter or other product; and
- f) TRADERS will assume the deferred subscription liability associated with *Big Money Options* (approximately \$253,207). TRADERS will have responsibility for all refund requests from subscribers and will fulfill all subscriptions after the Effective Date.
- g) IPM will retain all subscription revenue received on or before the Effective Date. TRADERS will retain all subscription revenue received after the Effective Date. Any subscription revenue received by IPM after the Effective Date will be the property of, and will be paid over to, TRADERS.
- h) TRADERS will pay IPM a royalty equal to fifty percent (50%) of Net Renewal Revenue derived from the Actives for the twelve calendar months following the Effective Date. Net Renewal Revenue will be defined as Gross Renewal Revenue from the Actives less all Refunds from the Actives. TRADERS will pay IPM a royalty equal to fifty percent (50%) of Total Net Revenue derived from the Expires for the twelve calendar months following the Effective Date. If Refunds from the Actives exceed Gross Renewal Revenue from the Actives for the period from the Effective Date through September 30, 2012, any excess amount will be deducted by TRADERS from future royalty payments to IPM. These royalties will be paid by TRADERS within fifteen (15) days of the end of each calendar month, with the first payment not being due until

October 15, 2012, and TRADERS will provide IPM with an accounting for the monthly calculation.

- 2) IPM agrees to pay any amounts owed to Nick Atkeson and Andrew Houghton through its contractual obligations with them. TRADERS agrees to establish its own contract with Nick Atkeson and Andrew Houghton.
- 3) Each of IPM and TRADERS agrees that, during the six (6) month period after the Effective Date, it will not solicit or recruit for employment any of the employees of the other party or otherwise induce or encourage any of such employees to leave employment with such other party.
- 4) TRADERS agrees to indemnify, defend and hold harmless IPM from any damage, lawsuit, loss, expense or claim (including, but not limited to, reasonable attorney's fees and court costs) arising out of or relating to (a) the publication of *Big Money Options* on or after the Effective Date, (b) any and all subscription liabilities associated with *Big Money Options* attributable to the period from and after the Effective Date and (c) any and all marketing efforts that TRADERS sends to the Actives and Expires.
- 5) IPM and TRADERS shall execute all documents and take such other actions as may be reasonably requested by the other party to effectuate the provisions and intent of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have each caused this Transfer Agreement to be executed under seal as of the day and in the year first above written.

  
\_\_\_\_\_  
David Bishop  
Chief Executive Officer  
InvestorPlace Media, LLC


\_\_\_\_\_  
David Durham  
Partner  
Traders Reserve, LLC

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