Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: First Amendment to Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
The Motley Fool, LLC	09/01/2011

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
Internal Address:	HG 150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054

PROPERTY NUMBERS Total: 2

Property Type	Number	
Patent Number:	7813986	
Patent Number:	7882006	

CORRESPONDENCE DATA

 Fax Number:
 (302)636-5454

 Phone:
 202-408-3121 x2348

 Email:
 jpaterso@cscinfo.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 989723

NAME OF SUBMITTER: Jean Paterson

Total Attachments: 6

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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 September 1, 2011 by and between **THE MOTLEY FOOL**, **LLC**, a Delaware limited liability company with its chief executive office located at 2000 Duke Street, 4th 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 and with a loan production office located at 8020 Towers Crescent Drive, Suite 475, Tysons Corner, Virginia 22182 (the "Bank") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of October 21, 2009 (as may 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. <u>Definitions</u>. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.

2. Amendment to Exhibits.

- a. <u>Exhibit A</u> to the IP Agreement is hereby amended and supplemented by adding thereto all of the Intellectual Property Collateral as set forth on <u>Exhibit A</u> annexed hereto and incorporated herein by reference.
- b. <u>Exhibit B</u> to the IP Agreement is hereby amended and supplemented by adding thereto all of the Intellectual Property Collateral as set forth on <u>Exhibit B</u> 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.



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, LLC

By: The Motley Fool Holdings, Inc., its sole Member

Name:

Title:

BANK:

SILICON VALLEY BANK

Name:

EXHIBIT A

Copyrights

Copyright Description	Registration Number	Date of Issuance
The New Rule Makers: 5 Power	TX 6-814-783	8/20/07
Stock You'll Never Want to Sell		
The Motley Fool's Oil, Gas,		
Precious Metals and Timber	TX 7-198-568	7/2/08
Report: 8 Stocks to Tap the	174 7-176-300	
Global Resources Boom		
Stocks 2009	TX7 – 382-729	2/2/09
Stocks 2009: The Investor's	TX 7-297-391	5/11/09
Guide to the Year Ahead	17 /-29/-391	
Rebound Report: 7 Small Cap	Txu 1-644-066	7/21/09
Stocks for the New Bull Market	1 Xu 1-044-000	
Stocks 2010	Txu 1-695-517	4/30/10
Stocks 2011	TX 0007-406-478	6/10/11
Getting in On the Ground Floor		
10 IPO's You'll Regret Missing	TX 0007-410-619	6/24/11
Out on		
Warren Buffet Invests Like a Girl	TX 0007-408-576	2011
and Why You Should, Too.	12 0007-408-370	

EXHIBITY Exhibit B

Patents

Description	Registration Number	Date of Issuance
System, Method, and Computer		
Program Product for Scoring		
items Based on User Sentiment	7,813,986	10/12/10
and for Determining the		
Proficiency of Predictors		
System, Method, and Computer		
Program Product for Scoring		
items Based on User Sentiment	7,882,006	2/1/11
and for Determining the		
Proficiency of Predictors		

RECORDED: 11/22/2011