# CH \$740.00 63808

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM684660

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CASEY RESEARCH, LLC		10/29/2021	Limited Liability Company: FLORIDA
INVESTORPLACE MEDIA, LLC		10/29/2021	Limited Liability Company: DELAWARE
STANSBERRY & ASSOCIATES INVESTMENT RESEARCH, LLC		10/29/2021	Limited Liability Company: MARYLAND
TRADESMITH, LLC		10/29/2021	Limited Liability Company: FLORIDA

## **RECEIVING PARTY DATA**

Name:	HSBC Bank USA, National Association, as Collateral Agent
Street Address:	95 Washington Street, Floor 2South
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14203
Entity Type:	National Association: UNITED STATES

# **PROPERTY NUMBERS Total: 29**

Registration Number:6380857CANNABIS CAPITALISTRegistration Number:6165040CANNABIS CAPITALISTRegistration Number:6165041CANNABIS CAPITALISTRegistration Number:6165042CANNABIS CAPITALISTRegistration Number:4082651CASEY RESEARCHRegistration Number:4206956CASEY RESEARCHRegistration Number:4082654CASEY RESEARCHRegistration Number:5343947EASY MONEY OPTIONSRegistration Number:2984249EXPLORERS' LEAGUERegistration Number:3003891INTERNATIONAL SPECULATORRegistration Number:5872438INVESTORPLACERegistration Number:3603396INVESTORPLACE MEDIA	Property Type	Number	Word Mark		
Registration Number: 6165041 CANNABIS CAPITALIST Registration Number: 6165042 CANNABIS CAPITALIST Registration Number: 4082651 CASEY RESEARCH Registration Number: 4206956 CASEY RESEARCH Registration Number: 4082654 CASEY RESEARCH Registration Number: 5343947 EASY MONEY OPTIONS Registration Number: 2984249 EXPLORERS' LEAGUE Registration Number: 3003891 INTERNATIONAL SPECULATOR Registration Number: 5872438 INVESTORPLACE Registration Number: 3603396 INVESTORPLACE MEDIA	Registration Number:	6380857	CANNABIS CAPITALIST		
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Registration Number:3003891INTERNATIONAL SPECULATORRegistration Number:5872438INVESTORPLACERegistration Number:3603396INVESTORPLACE MEDIA	Registration Number:	5343947	EASY MONEY OPTIONS		
Registration Number:5872438INVESTORPLACERegistration Number:3603396INVESTORPLACE MEDIA	Registration Number:	2984249	EXPLORERS' LEAGUE		
Registration Number: 3603396 INVESTORPLACE MEDIA	Registration Number:	3003891	INTERNATIONAL SPECULATOR		
	Registration Number:	5872438	INVESTORPLACE		
Barriel Miller Name Land Code Code Code Code Code Code Code Cod	Registration Number:	3603396	INVESTORPLACE MEDIA		
Registration Number:   3210348   LOUIS NAVELLIER'S EMERGING GROWTH	Registration Number:	3210348	LOUIS NAVELLIER'S EMERGING GROWTH		

**TRADEMARK** 

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Property Type	Number	Word Mark
Registration Number:	5343977	LOUIS NAVELLIER'S HIGH VELOCITY STOCKS
Registration Number:	5524867	MAGIC CALCULATOR
Registration Number:	3107914	MAXIMUM OPTIONS
Registration Number:	1959082	PROFITABLE INVESTING
Registration Number:	4019350	
Registration Number:	4268812	
Registration Number:	4069844	
Registration Number:	5068843	RICK ROUSE'S EASY MONEY OPTIONS
Registration Number:	5872504	
Registration Number:	3577172	
Registration Number:	6338301	TRADESMITH
Registration Number:	5529667	TRADESTOPS
Registration Number:	4881316	CHARLES PAYNE'S SMART TALK
Registration Number:	4912681	CHARLES PAYNE'S SMART INVESTING
Registration Number:	2434716	THE RETIREMENT LETTER
Registration Number:	2434717	PROFITABLE INVESTING

#### **CORRESPONDENCE DATA**

**Fax Number:** 6173417701

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:** 617-951-8132

Email: linda.salera@morganlewis.com
Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	10/29/2021

#### **Total Attachments: 8**

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#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is made as of October 29, 2021 by CASEY RESEARCH, LLC, a Florida limited liability company, INVESTORPLACE MEDIA, LLC, a Delaware limited liability company, STANSBERRY & ASSOCIATES INVESTMENT RESEARCH, LLC, a Maryland limited liability company, and TRADESMITH, LLC, a Florida limited liability company (each, a "<u>Grantor</u>"), in favor of HSBC BANK USA, NATIONAL ASSOCIATION, as administrative agent, collateral agent and joint lead arranger ("<u>Collateral Agent</u>") for the banks and other financial institutions or entities (each a "<u>Lender</u>" and, collectively, the "<u>Lenders</u>") from time to time parties to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "<u>Loan Agreement</u>").

#### WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, Collateral Agent and the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, the Grantors pledged and granted to the Collateral Agent, for the ratable benefit of Agent, the Issuer and each Lender, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Loan Agreement, the Grantors have agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Collateral Agent with the United States Patent and Trademark Office;

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

- 1. <u>DEFINED TERMS</u>. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt payment and performance to Agent, the Issuer and each Lender of the Obligations, each Grantor hereby assigns, pledges and grants to the Collateral Agent for the ratable benefit of Agent, the Issuer and each Lender a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising (collectively, the "Trademark Collateral"):
- (a) all of its Trademarks and licenses with respect to Trademarks to which it is a party including those referred to on  $\underline{Schedule\ I}$ ;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each license with respect to Trademarks; and
- (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any license, including right to

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receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any license with respect to Trademarks.

- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to the Collateral Agent, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving such Grantor.
- 4. <u>LOAN AGREEMENT</u>. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the ratable benefit of Agent, the Issuer and each Lender, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.
- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor hereby authorizes the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending <u>Schedule I</u> to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.
- **COUNTERPARTS**. This Trademark Security 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 of this Trademark Security Agreement by fax transmission or e-mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words "delivery," "execute," "execution," "signed," "signature," and words of like import in this Trademark Security Agreement or any other document executed in connection herewith shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Collateral Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by Collateral Agent pursuant to procedures approved by it and provided further without limiting the foregoing, upon the request of any party, any electronic signature shall be promptly followed by such manually executed counterpart. This Trademark Security Agreement is a Loan Document.
- 7. <u>CHOICE OF LAW.</u> THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE

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STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPALS EXCEPT TITLE 14 OF ARTICLE 5 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

8. <u>MISCELLANEOUS</u>. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING JURISDICTION AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 15.1 AND 12.3 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

## **GRANTORS:**

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Name: Mark Arnold
Title: Manager

INVESTORPLACE MEDIA, LLC

a Decosigned by: liability company

Name: Mark Arnold
Title: Manager

STANSBERRY & ASSOCIATES INVESTMENT RESEARCH, LLC

a Nampocusigned by: liability company

By D77A98B37FAF4D1...
Name: Mark Arnold

Title: Manager

TRADESMITH, LLC a Florida limited liability company

By Ald D77A98B37FAF4D1... Name: Mark Arnold

Title: Manager

## **COLLATERAL AGENT:**

HSBC BANK USA, NATIONAL **ASSOCIATION** 

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# SCHEDULE I to TRADEMARK SECURITY AGREEMENT

# Trademarks

TRADEMARK	IMAGE	OWNER	REG. NO.	REG. DATE	STATUS
CANNABIS CAPITALIST		Stansberry & Associates Investment Research, LLC	6380857	Jun 8, 2021	Registered
CANNABIS CAPITALIST		Stansberry & Associates Investment Research, LLC	6165040	Sep 29, 2020	Registered
CANNABIS CAPITALIST		Stansberry & Associates Investment Research, LLC	6165041	Sep 29, 2020	Registered
CANNABIS CAPITALIST		Stansberry & Associates Investment Research, LLC	6165042	Sep 29, 2020	Registered
CASEY RESEARCH		CASEY RESEARCH, LLC	4082651	Jan 10, 2012	Registered
CASEY RESEARCH		CASEY RESEARCH, LLC	4206956	Sep 11, 2012	Registered
CASEY RESEARCH		CASEY RESEARCH, LLC	4082654	Jan 10, 2012	Registered
EASY MONEY OPTIONS		InvestorPlace Media, LLC	5343947	Nov 28, 2017	Registered
EXPLORERS' LEAGUE			2984249	Aug 9, 2005	Registered
INTERNATIONAL SPECULATOR		CASEY RESEARCH, LLC	3003891	Oct 4, 2005	Registered
INVESTORPLACE		InvestorPlace Media, LLC	5872438	Oct 1, 2019	Registered
INVESTORPLACE MEDIA		InvestorPlace Media, LLC	3603396	Apr 7, 2009	Registered
LOUIS NAVELLIER'S EMERGING GROWTH		InvestorPlace Media, LLC	3210348	Feb 20, 2007	Registered
LOUIS NAVELLIER'S HIGH VELOCITY STOCKS		InvestorPlace Media, LLC	5343977	Nov 28, 2017	Registered
MAGIC CALCULATOR		TradeSmith, LLC	5524867	Jul 24, 2018	Registered
MAXIMUM OPTIONS		InvestorPlace Media, LLC	3107914	Jun 20, 2006	Registered
PROFITABLE INVESTING		InvestorPlace Media, LLC	1959082	Feb 27, 1996	Registered
Radar Target (Logo)		CASEY RESEARCH, LLC	4019350	Aug 30, 2011	Registered
Radar Target (Logo)		CASEY RESEARCH, LLC	4268812	Jan 1, 2013	Registered
Radar Target (Logo)		CASEY RESEARCH, LLC		Dec 13, 2011	Registered
RICK ROUSE'S EASY MONEY OPTIONS		InvestorPlace Media, LLC	5068843	Oct 25, 2016	Registered
Sphere of Circles Design		InvestorPlace Media, LLC	5872504	Oct 1, 2019	Registered

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TRADEMARK	IMAGE	OWNER	REG. NO.	REG. DATE	STATUS
Sphere of Squares Design	**************************************	InvestorPlace Media, LLC	3577172	Feb 17, 2009	Registered
TRADESMITH		TradeSmith, LLC	6338301	May 4, 2021	Registered
TRADESTOPS		TradeSmith, LLC	5529667	Jul 31, 2018	Registered
CHARLES PAYNE'S SMART TALK		InvestorPlace Media, LLC	4881316	Jan 5, 2016	Registered
CHARLES PAYNE'S SMART INVESTING		InvestorPlace Media, LLC	4912681	Mar. 8, 2016	Registered
THE RETIREMENT LETTER		InvestorPlace Media, LLC	2434716	Mar.13, 2001	Registered
PROFITABLE INVESTING		InvestorPlace Media, LLC	2434717	Mar. 13, 2001	Registered

**RECORDED: 10/29/2021** 

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