

04-12-2001



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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75546061"/>	<input type="text" value="75214257"/>	<input type="text" value="75214259"/>	<input type="text" value="1577711"/>	<input type="text" value="2097568"/>	<input type="text"/>
<input type="text" value="75214258"/>	<input type="text" value="75214263"/>	<input type="text" value="75214262"/>	<input type="text" value="2391830"/>	<input type="text" value="2045763"/>	<input type="text"/>
<input type="text" value="75214264"/>	<input type="text" value="75214265"/>	<input type="text" value="75214260"/>	<input type="text" value="2318812"/>	<input type="text" value="2045764"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

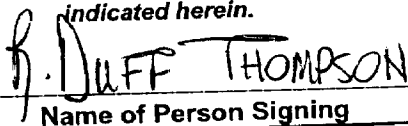
Method of Payment: Enclosed Deposit Account

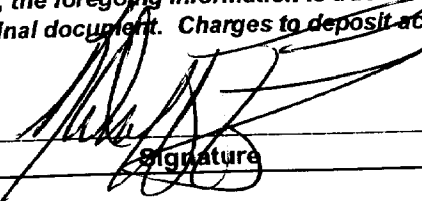
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

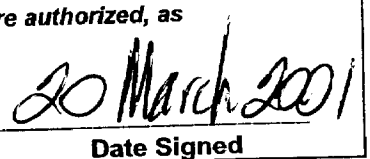
Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.


Name of Person Signing


Signature


Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name MYFAMILY.COM

03/01/2001

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization Delaware

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name E-NET THREE

DBA/AKA/TA

Composed of

Address (line 1) 5152 North Edgewood Drive

Address (line 2) Suite 350

Address (line 3) Provo UT/USA 84604

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization Utah

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75227092		
75227093		
75787137		
75787188		
75627169		

INTELLECTUAL PROPERTY SECURITY INTEREST AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY INTEREST AGREEMENT (this "Agreement") is entered into as of March 1, 2001 ("Effective Date"), by and between MYFAMILY.COM, INC., a Delaware corporation (the "Company"), and E-NET THREE, L.L.C., a Utah limited liability company, in its capacity as Administrative Agent ("Administrative Agent") on behalf of Lenders.

A. Lenders have extended or will hereafter extend credit to the Company pursuant to the terms and conditions of that certain Convertible Note Purchase Agreement between the Company and Lenders dated as of February 14, 2001 (the "Note Purchase Agreement") and that certain Convertible Note Purchase Agreement, of even date herewith (the "Second Note Purchase Agreement") (collectively, the "Note Purchase Agreements").

B. To secure its obligations to Lenders, the Company has executed various agreements, including without limitation, that certain Amended and Restated Security Agreement of even date hereof, granting to Administrative Agent a security interest in, among other items, various proprietary rights and trademarks of the Company (together with all amendments thereto, the "Security Agreement"). Capitalized terms used herein but not otherwise defined shall have the collective meanings given such terms in the Note Purchase Agreements or the Security Agreement.

C. The Company and Administrative Agent wish to further clarify and declare their respective rights and obligations with regard to certain collateral in an instrument to be recorded with the United States Patent and Trademark Office and elsewhere.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the Company and Administrative Agent hereby agree as follows:

1. **Collateral.** Pursuant to the Security Agreement and subject to and upon the additional terms, covenants and conditions hereof, the Company hereby grants, subject to licenses made prior to the Effective Date, a security interest to Administrative Agent in and to all of the following (the "Intellectual Property Collateral"):

a. all intellectual property rights of Company in and to any trademarks, service marks, trade names, copyrights, proprietary labels and logos owned by Company and registered with the United States Patent and Trademark Office (the "USPTO") or the United States Copyright Office (the "USCO") as of the Effective Date or thereafter acquired and all applications for such trademarks, service marks, trade names, copyrights, proprietary labels and logos made by the Company as of the Effective Date or thereafter.

b. all intellectual property rights of Company in and to any patents of the United States and all reissues and extensions thereof owned by the Company and registered with the USPTO, and all applications for patents of the United States as of the Effective or thereafter acquired or made.

The Intellectual Property Collateral shall include without limitation: (i) all trademarks, service marks, trade names, copyrights, proprietary labels and logos registered or applied for with the USPTO or the USCO as described in Exhibits A and B attached hereto and incorporated herein by this reference, (ii) all patents and all applications for patents registered with the USPTO, as described in Exhibit C attached hereto and incorporated herein by this reference, and (iii) all reissues and/or extensions of any of the Intellectual Property Collateral. The security interest granted to Administrative Agent hereunder shall be held by Administrative Agent until Administrative Agent's obligation to release Administrative Agent's security interest in the Intellectual Property Collateral upon satisfaction in full of all obligations of the Company pursuant to the Note Purchase Agreements or any other Transaction Documents ("Obligations").

2. Obligations Secured. The security interest established by this Agreement secures payment and performance of all Obligations of the Company to Lenders.

Upon payment and performance in full of all of the Obligations, the security interest granted hereunder will automatically cease.

3. Perfection of Security Interest. The Company hereby covenants and agrees to prepare, execute, acknowledge, deliver and record or file such instruments and documents and to do and perform all other acts which may be necessary or which Administrative Agent reasonably deems necessary or appropriate to perfect and vest in favor of Administrative Agent the security interest in the Intellectual Property Collateral granted herein. Concurrently with the filing of any trademark application or the acquisition of any interest in or to any trademark hereafter, the Company shall duly execute, acknowledge and record in the United States Patent and Trademark Office an agreement substantially in the form of this Agreement; provided that Exhibits A and C to each such agreement shall describe (with such particularity as may be required by said Patent and Trademark Office or other applicable governmental authorities or agencies from time to time) only the additional trademarks and applications which have not been previously recorded as subject to Administrative Agent's security interest.

Except to the extent otherwise permitted in the Security Agreement and the Note Purchase Agreements, the Company agrees neither to sell or assign its interest in the Intellectual Property Collateral without the prior written consent of Administrative Agent.

4. Warranties. In addition to the representations and warranties made by the Company in the Security Agreement, the Company represents and warrants that:

a. the Intellectual Property Collateral listed on Exhibit A represents all of the trademarks, service marks, trade names, proprietary labels and logos and applications therefor owned by Company and registered with the USPTO as of the date of this Agreement;

b. the Intellectual Property Collateral listed on Exhibit B represents all of the copyrights registered with the USCO as of the date of this Agreement; and

c. the Intellectual Property Collateral listed on Exhibit C represents all of the registered U.S. patents and all applications for patents of the United States owned by Company as of the date of this Agreement.

5. Additional Obligations. The Company shall promptly notify Administrative Agent of any event, occurrence or legal action which affects the Intellectual Property Collateral or the rights of the parties in relation thereto. The Company shall unconditionally indemnify Administrative Agent and hold Administrative Agent harmless from and against all claims, causes of action, damages, liability, costs and expenses, including reasonable attorneys' fees, that Administrative Agent may be subject to in connection with this Agreement except those arising out of the gross negligence or willful misconduct of Administrative Agent, including without limitation, Intellectual Property Collateral infringement suits that may be brought against Administrative Agent.

6. Defaults. Upon the occurrence and during the continuance of any Default, subject to applicable notice and cure provisions, if any, Administrative Agent shall have all rights and remedies allowed by law, including without limitation the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property Collateral may be located and the rights and remedies expressly provided for in the Security Agreement and/or the Note Purchase Agreements.

7. Relation to Security Agreement. This Agreement is a supplement to the Security Agreement, and Administrative Agent's rights and remedies, and the Company's obligations and waivers, under the Security Agreement, and the interpretive principles stated in the Security Agreement shall be applicable hereunder; provided however, that this Agreement and the Security Agreement shall be construed together so as to grant Administrative Agent the greatest rights and remedies with regard to the Intellectual Property Collateral; and provided further, that Administrative Agent's rights and remedies hereunder may be expressly modified by amendments to the Security Agreement from time to time.


8. Successors; Assigns; Amendment. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties, and may be amended or modified only in writing signed by Administrative Agent and The Company.

9. Severability of Provisions. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Agreement.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to conflicts of laws provisions thereof, except to the extent that the validity or perfection of the security interest granted herein or the exercise of the remedies set forth herein in respect of any particular collateral are governed by the laws of a jurisdiction other than the State of Utah.

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

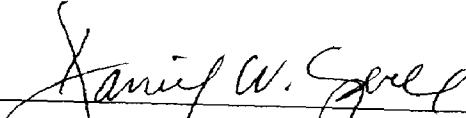
MYFAMILY.COM, INC.

By  _____

L. Gregory Ballard

Its Chief Executive Officer

E-NET THREE, L.C.

By  _____

Its Manager

EXHIBIT A
to
INTELLECTUAL PROPERTY SECURITY INTEREST AGREEMENT

Dated as of March 1, 2001

U.S. TRADEMARKS

<u>Registration Number</u>	<u>Trademark Registration Date</u>
ANCESTRY - (1,577,711)	January 16, 1990
THIRD AGE - Class 35 (2,391,830)	October 3, 2000
THIRD AGE NEWS (2,318,812)	February 15, 2000
THIRD AGE QUARTERLY (2,097,568)	September 16, 1997
THIRD AGE WOMAN (2,045,763)	March 18, 1997
THE THIRD AGE WOMAN (2,045,764)	March 18, 1997

<u>Application Number</u>	<u>Application Filing Date</u>
MYFAMILY.COM (75/546,061)	September 1, 1998
THIRD AGE - Class 16 (75/214,258)	December 17, 1996
THIRDAGE.BOOKS - Class 41 (75/214,264)	December 17, 1996
THIRD AGE CAFÉ - Class 16 (75/214,257)	December 17, 1996
THIRD AGE CAFÉ - Class 35, 42 (75/214,263)	December 17, 1996
THIRD AGE CAFÉ - Class 41 (75/214,265)	December 17, 1996
THIRD AGE MEDIA - Class 16 (75/214,259)	December 17, 1996
THIRD AGE MEDIA - Class 35, 42 (75/214,262)	December 17, 1996
THIRD AGE MEDIA - Class 41 (75/214,260)	December 17, 1996
THE WEB...FOR GROWNUPS - Class 16 (75/227,092)	January 17, 1997
THE WEB...FOR GROWNUPS - Class 41 (75/227,093)	January 17, 1997
eFamily.com (75/787,137)	August 27, 1999
eFamily.com, a Family Friendly Web Community (75/787,188)	August 27, 1999
E-FAMILY (75/627,169)	January 26, 1999

MINNESOTA STATE TRADEMARKS

<u>Registration Number</u>	<u>Trademark Registration Date</u>
THE THIRD AGE - Class 3 (21964)	February 22, 1994
THE THIRD AGE - Class 16 (21848)	January 26, 1994
THE THIRD AGE - Class 25 (21965)	February 22, 1994
THE THIRD AGE - Class 41 (21966)	February 22, 1994
THE THIRD AGE WOMAN - Class 41 (24668)	February 16, 1996

INTERNATIONAL TRADEMARKS

<u>Registration Number</u>	<u>Trademark Registration Date</u>
THIRD AGE - Tunisia, Class 41 (EE 970757)	May 13, 1997

<u>Application Number</u>	<u>Application Filing Date</u>
MyFamily.com - EU (001 925 577)	November 13, 2000
MyFamily - EU (001 925 536)	November 13, 2000
Ancestry.com - EU (001 925 486)	November 13, 2000
Ancestry - EU (001 925 510)	November 13, 2000

EXHIBIT B
to
INTELLECTUAL PROPERTY SECURITY INTEREST AGREEMENT

Dated as of March 1, 2001

U.S. COPYRIGHTS

Title (Copyright Number(s))	Registration Date
<i>Ancestry's Guide to Research: Case Studies in American Genealogy</i> (TX-1-532-033)	Feb 26, 1985
<i>THE SOURCE: A Guidebook of American Genealogy</i> (TX-1-410-050)	Apr 6, 1984
<i>Computer Genealogy: A Guide to Research through High Technology</i> (TX-1-532-034)	Feb 26, 1985
<i>Wuerttemberg Emigration Index, Volume One</i> (TX-1-958-025)	Aug 18, 1986
<i>Summer Soldiers: A Survey & Index of Revolutionary War Courts-Martial</i> (TX-1-930-939)	Aug 18, 1986
<i>Confederate Research Sources: A Guide to Archive Collections</i> (TX-2-029-967)	Mar 23, 1987
<i>Apprentices of Connecticut, 1637-1900</i> (TX-2-029-113)	Mar 23, 1987
<i>Pitfalls in Genealogical Research</i> (TX-2-024-972)	Mar 23, 1987
<i>Plymouth Colony: Its History & People, 1620-1691</i> (TX-2-019-887)	Mar 23, 1987
<i>Chicago and Cook County Sources: A Genealogical and Historical Guide</i> (TX-2-019-892)	Mar 23, 1987
<i>Guide to Local and Family History at The Newberry Library</i> (TX-2-301-886)	Mar 23, 1988
<i>Wuerttemberg Emigration Index, Volume II</i> (TX-2-022-952)	Mar 23, 1987
<i>Wuerttemberg Emigration Index, Volume III</i> (TX-2-301-885)	Mar 23, 1988
<i>Wuerttemberg Emigration Index, Volume IV</i> (TX-2-316-613)	May 13, 1988
<i>The LIBRARY: A Guide to the LDS Family History Library</i>	Mar 23, 1988
<i>Writing the Family Narrative</i> (TX-2-331-616)	Mar 23, 1988
<i>The ARCHIVES: A Guide to the National Archives Field Branches</i>	May 12, 1988
<i>Photographing Your Heritage</i> (TX-2-365-489)	Jul 25, 1988
<i>Applied Genealogy</i> (TX-2-767-123)	Feb 21, 1990
<i>They Came in Ships</i> (TX-2-767-649)	Feb 21, 1990
<i>They Came in Ships</i> (TX-2-797-213)	Apr 6, 1990
<i>Killing Cousins</i> (TX-2-767-375)	Feb 21, 1990
<i>The Library of Congress: A Guide to Genealogical and Historical Research</i>	Feb 21, 1990
<i>The LIBRARY OF CONGRESS: A Guide to Genealogical and Historical Research</i>	Apr 6, 1990
<i>Ancestry's Red Book: American State, County and Town Sources</i> (TX-2-764-969)	Feb 20, 1990
<i>Ancestry's Concise Genealogical Dictionary</i> (TX-2-798-605)	Apr 6, 1990
<i>Apprentices of Virginia, 1623-1800</i> (TX-2-831-110)	Apr 10, 1990
<i>Video Family History</i> (TX-2-851-525)	Apr 18, 1990
<i>Ancestry Newsletter</i> (TX-1-743-375)	Jan 27, 1986
<i>Ancestry Newsletter</i> (TX-1-715-185; TX-1-716-317)	Dec 10, 1985
<i>Ancestry Newsletter</i> (TX-1-620-991; TX-1-620-992)	Jul 25, 1985
<i>Ancestry Newsletter</i> (TX-1-581-420 through TX-1-581-425)	Apr 22, 1985

EXHIBIT C
to
INTELLECTUAL PROPERTY SECURITY INTEREST AGREEMENT
Dated as of March 1, 2001

U.S. PATENTS

Application Number

Application Filing Date

09/265,147 (Systems and Methods for Shared Electronic Purchasing)	March 9, 1999
00/03,526 (Systems and Methods for Shared Electronic Purchasing)	February 10, 2000
09/356,332 (Systems and Methods for Promotional Profiling)	July 19, 1999
00/19,340 (Systems and Methods for Promotional Profiling)	July 13, 2000
09/329,669 (Systems and Methods for Relative Mail Addressing)	June 10, 1999
00/16,036 (Systems and Methods for Relative Message Addressing)	June 8, 2000
09/585,769 (Systems and Methods for Relative Message Addressing)	June 2, 2000
09/571,102 (Systems and Methods for Creating and Delivering . . .)	May 15, 2000