

06-03-2003

FORM PTO-1594  
(Rev. 6-93)



EET U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of I  
thereof.

102462690

the attached original documents or copy

1. Name of conveying party(ies):

MyFamily.com, Inc.

S-30-03

Individual(s)  Association

General Partnership  Limited Partnership

Corporation-State Delaware

Other

Additional name(s) of conveying party(ies) attached?  Yes

No

3. Nature of conveyance:

Assignment  Merger

Security Agreement  Change of Name

Other

Execution Date: May 21, 2003

2. Name and address of receiving party(ies):

Name: Comerica Bank-California

Internal Address:

Street Address: 9920 S. La Cienega Blvd. Suite 1401

City: Inglewood State: California ZIP 90301

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other California Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes  No

(Designation must be a separate document from Assignment).

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1577711,

2445499

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Cooley Godward LLP

Internal Address: Attn: Andrew Hartman, Esq.

Street Address: 380 Interlocken Crescent, Suite 900

City: Broomfield State: Colorado ZIP 80021

6. Total number of applications and registration involved:

2

7. Total fee (37 CFR 3.41):.....  
\$ \$65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Andrew Hartman, Esq.

May 21, 2003  
Date

Total number of pages including cover sheet, attachments, and document: 26

06/02/2003 DRYRNE 00000009 1577711

01 FC:8521  
02 FC:8522

40.00 OP  
25.00 OP

OFFICE OF PUBLIC RECORDS  
2003 MAY 30 PM 4: 31  
FINANCE SECTION

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

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 15, 2003 by and between COMERICA BANK-CALIFORNIA ("**Bank**") and MYFAMILY.COM, INC., a Delaware corporation (the "**Grantor**").

## RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor, dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the

exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable other than those applications other than those applications or registrations assigned to Grantor from Genealogy.com, LLC, a Delaware limited liability company.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

MYFAMILY.COM, INC.

360 W 4800 N  
Provo, UT 84604

By: *Neil*  
Title: *CEO*

**BANK:**

Address of Bank:

COMERICA BANK-CALIFORNIA

9920 S. LaCienga Blvd., Suite 1401  
Inglewood, CA 90301

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attn: Manager

exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable other than those applications other than those applications or registrations assigned to Grantor from Genealogy.com, LLC, a Delaware limited liability company.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

**MYFAMILY.COM, INC.**

360 W 4800 N  
Provo, UT 84604

By: \_\_\_\_\_

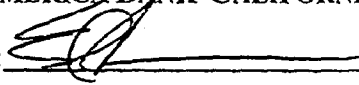
Title: \_\_\_\_\_

**BANK:**

Address of Bank:

**COMERICA BANK-CALIFORNIA**

9920 S. LaCienga Blvd., Suite 1401  
Inglewood, CA 90301

By:  \_\_\_\_\_

Title: VP \_\_\_\_\_

Attn: Manager

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
Ancestry's Guide to Research: Case Studies in American Genealogy	TX-1-532-033	2/26/1985
The Source: A Guidebook of American Genealogy	TX-1-410-050	4/6/1984
Computer Genalogy: A Guide to Research through High Technology	TX-1-532-034	2/26/1985
Wuerttemberg Emigration Index, Volume One	TX-1-958,025	8/18/1986
Summer Soldiers: A Survey & Index of Revolutionary War Courts-Martial	TX-1-930-939	8/18/1986
Confederate Research Sources: A Guide to Archive Collections	TX-2-029-967	3/23/1987
Apprentices of Connecticut, 1637-1900	TX-2-029-113	3/23/1987
Pitfalls in Genalogical Research	TX-2-024-972	3/23/1987
Plymouth Colony: Its History & People, 1620-1691	TX-2-019-887	3/23/1987
Wuerttemberg Emigration Index, Volume II	TX-2-022-952	3/23/1987
Wuerttemberg Emigration Index, Volume III	TX-2-301-885	3/23/1988
Wuerttemberg Emigration Index, Volume IV	TX-2-316-613	5/13/1988
The LIBRARY: A Guide to the LDS Family History Library		3/23/1988
Writing the Family Narrative	TX-2-331-616	3/23/1988
The ARCHIVES: A Guide to the National Archives Field Branches		5/12/1988
Killing Cousins	TX-2-767-375	2/21/1990
The Library of Congress: A Guide to Genealogical and Historical Research		2/21/1990

The LIBRARY OF CONGRESS: A Guide to  
Genealogical and Historical Research

4/6/1990

Ancestry's Red Book: American State, County and Town  
Sources TX-2-764-969 2/20/1990

Ancestry's Concise Genealogical Dictionary TX-2-798-605 4/6/1990

Apprentices of Virginia, 1623-1800 TX-2-831-110 4/10/1990

Video Family History TX-2-851-525 4/18/1990

Ancestry Newsletter TX-1-743-375 6/27/1986

Ancestry Newsletter TX-715-185: 12/10/1985  
TX-1-716-317

Ancestry Newsletter TX-1-620- 7/25/1985  
991: TX-1-  
620-992

Ancestry Newsletter TX-1-581-420 4/22/1985  
- TX-1-581-  
425

**EXHIBIT B****PATENTS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
Systems and Methods for Relative Message Addressing	09/585,769	June 2, 2000
Systems and Methods for Creating and Delivering Electronic Cards	09/571,102	May 15, 2000
System & Methods for Identifying Users & Providing Access to Information in a Network Environment	10/247806	Sep 19,2002
Systems & Methods for Storing & Retrieving Data in a Web Server Environment	10/247787	Sep 19, 2002
Systems & Methods for Partitioning Data on Multiple Servers	10/247273	Sep 19, 2002
Systems & Methods for Displaying Statistical Information on a Web Page	10/247769	Sep 19, 2002

**EXHIBIT C**

**TRADEMARKS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
ANCESTRY	1,577,711	1/16/1990
MYFAMILY.COM	2,445,499	4/24/2001