

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Generations Network, Inc.	FORMERLY MyFamily.com, Inc.	12/05/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CIT Lending Services Corporation
Street Address:	1 CIT Drive
City:	Livingston
State/Country:	NEW JERSEY
Postal Code:	07039
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2485781	ALL IN ONE TREE
Registration Number:	1577711	ANCESTRY
Serial Number:	77235261	ANCESTRY.COM
Registration Number:	2689493	FAMILY ARCHIVES
Registration Number:	2233323	FAMILY FINDER
Registration Number:	2464498	FAMILY TREE DETECTIVE
Serial Number:	77235213	FAMILY TREE MAKER
Registration Number:	3189168	FAMILY TREE MAKER
Serial Number:	77117745	G THE GENERATIONS NETWORK
Registration Number:	2521336	GENEALOGY.COM
Serial Number:	77235093	GENEALOGY.COM
Registration Number:	2626762	INTERNETREE
Registration Number:	2698024	MYFAMILY.COM
Registration Number:	2445499	MYFAMILY.COM

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Serial Number:	77235169	MYFAMILY.COM
Serial Number:	77257302	ONEWORLDTREE
Serial Number:	77235205	ROOTSWEB.COM
Registration Number:	3332806	SNAPGENIE
Serial Number:	77117746	THE GENERATIONS NETWORK
Registration Number:	2411525	WORLD FAMILY TREE
Serial Number:	77283839	G
Serial Number:	77307989	GENEALOGY.COM
Serial Number:	77283850	ANCESTRY.COM

CORRESPONDENCE DATA

Fax Number: (617)227-4420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-239-0310

Email: jdavis@eapdlaw.com

Correspondent Name: Jessica Davis

Address Line 1: 111 Huntington Avenue

Address Line 2: Edwards Angell Palmer & Dodge LLP

Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	23666.0224
NAME OF SUBMITTER:	Jessica Davis
Signature:	/Jessica Davis/
Date:	12/05/2007

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 5, 2007, is between the undersigned ("Grantor"), and **CIT LENDING SERVICES CORPORATION**, in its capacity as Administrative Agent with an address of One CIT Drive, Livingston, New Jersey 07039 (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, each Debtor is either a borrower or a guarantor under the terms of, or in respect to Obligations described in, that certain Credit and Guaranty Agreement of even date herewith (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto (the "Lenders"), the L/C Issuer referred to therein (the "L/C Issuer"), **BANK OF MONTREAL, CHICAGO BRANCH**, as Syndication Agent, **DEUTSCHE BANK TRUST COMPANY AMERICAS**, as Documentation Agent, **CHURCHILL FINANCIAL, LLC**, as Co-Documentation Agent, **BMO CAPITAL MARKETS, DEUTSCHE BANK TRUST COMPANY AMERICAS** and **CIT CAPITAL SECURITIES, LLC**, as Co-Lead Arrangers, and **BMO CAPITAL MARKETS** and **CIT CAPITAL SECURITIES, LLC**, as Co-Book Runners, and the Administrative Agent, pursuant to which (a) the Lenders agreed, subject to the terms and conditions set forth therein, to make certain Loans (as defined in the Credit Agreement) to the Borrower and (b) the L/C Issuer may from time to time, subject to the terms and conditions set forth therein, issue Letters of Credit (as defined in the Credit Agreement) for the account of any Loan Party (other than Holdings);

WHEREAS, the Secured Hedge Providers may enter into Secured Hedge Agreements with any Loan Party from time to time;

WHEREAS, pursuant to the Security Agreement, dated as of December 5, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor, the other Grantors party thereto and the Administrative Agent, Grantor granted to the Administrative Agent a security interest in and continuing lien on, all of Grantor's right, title and interest in all of its Collateral (as defined in the Security Agreement), including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration demand, or otherwise, of all Secured Obligations (as defined in the Security Agreement) including the obligations of the Loan Parties under the Credit Agreement;

WHEREAS, the parties to the Credit Agreement contemplate and intend that, the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement in connection with all of Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

Grantor hereby grants to the Administrative Agent a security interest in and continuing lien on, all of Grantor's right, title and interest in the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent on behalf of and for the ratable benefit of the Lenders, pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

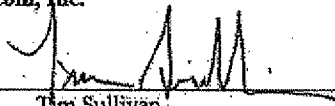
This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

THE GENERATIONS NETWORK, INC., f/k/a
MyFamily.com, Inc.

By: 
Name: Tim Sullivan
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ADMINISTRATIVE AGENT:

CIT LENDING SERVICES CORPORATION

By: Marcy Dean
Name: Marcy Dean
Title: Vice President

[Signature Page to Trademark Security Agreement]

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

<u>Record Owner</u>	<u>TRADEMARK</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Reg #</u>	<u>Reg Date</u>
The Generations Network, Inc.	ALL IN ONE TREE	75683969	April 16, 1999	2485781	September 4, 2001
The Generations Network, Inc.	ANCESTRY	73609860	July 17, 1986	1577711	January 16, 1990
The Generations Network, Inc.	ANCESTRY.COM	77235261	July 20, 2007		
The Generations Network, Inc.	FAMILY ARCHIVES	75666075	March 23, 1999	2689493	February 18, 2003
The Generations Network, Inc.	FAMILY FINDER	75280246	April 24, 1997	2233323	March 23, 1999
The Generations Network, Inc.	FAMILY TREE DETECTIVE	75784543	August 25, 1999	2464498	June 26, 2001
The Generations Network, Inc.	FAMILY TREE MAKER	77235213	July 20, 2007		
The Generations Network, Inc.	FAMILY TREE MAKER	78756296	November 17, 2005	3189168	December 26, 2006
The Generations Network, Inc.	G THE GENERATIONS NETWORK	77117745	February 27, 2007		
The Generations Network, Inc.	GENEALOGY.COM	75784431	August 25, 1999	2521336	December 18, 2001
The Generations Network, Inc.	GENEALOGY.COM	77235093	July 20, 2007		
The Generations Network, Inc.	INTERNETREE	75545754	September 1, 1998	2626762	September 24, 2002

<u>Record Owner</u>	<u>TRADEMARK</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Reg #</u>	<u>Reg Date</u>
The Generations Network, Inc.	MYFAMILY.COM	75546056	September 1, 1998	2698024	March 18, 2003
The Generations Network, Inc.	MYFAMILY.COM	75546061	September 1, 1998	2445499	April 24, 2001
The Generations Network, Inc.	MYFAMILY.COM	77235169	July 20, 2007		
The Generations Network, Inc.	ONEWORLDTREE	77257302	August 16, 2007		
The Generations Network, Inc.	ROOTSWEB.COM	77235205	July 20, 2007		
The Generations Network, Inc.	SNAPGENIE	78944279	August 3, 2006	3332806	November 6, 2007
The Generations Network, Inc.	THE GENERATIONS NETWORK	77117746	February 27, 2007		
The Generations Network, Inc.	WORLD FAMILY TREE	75694242	April 27, 1999	2411525	December 5, 2000
The Generations Network, Inc.	G	77283839	September 19, 2007		
The Generations Network, Inc.	GENEALOGY.COM	77307989	October 18, 2007		
The Generations Network, Inc.	ANCESTRY.COM	77283850	September 19, 2007		