

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|-----------------------------|
| Sorenson Molecular Genealogy Foundation | | 03/16/2012 | nonprofit corporation: UTAH |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | Ancestry.com DNA, LLC |
| Street Address: | 360 West 4800 North |
| City: | Provo |
| State/Country: | UTAH |
| Postal Code: | 84604 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|----------------------|----------|------------|
| Registration Number: | 2811399 | |
| Registration Number: | 3364102 | SMGF |
| Registration Number: | 3595219 | DNAVIGATOR |
| Registration Number: | 2950991 | GENE TREE |
| Serial Number: | 77327654 | GENETREE |

CORRESPONDENCE DATA

Fax Number: 2152799394
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 215.279.9389
 Email: linda.ladzenski@flastergreenberg.com
 Correspondent Name: Jordan A. LaVine
 Address Line 1: 1600 JFK Boulevard, 2nd Floor
 Address Line 4: Philadelphia, PENNSYLVANIA 19103

| | | |
|--------------------------------|------------|------------------|
| ATTORNEY DOCKET NUMBER: | A0892.5003 | TRADEMARK |
|--------------------------------|------------|------------------|

OP \$140.00 2811399

| | |
|---|--------------------|
| NAME OF SUBMITTER: | Jordan A. LaVine |
| Signature: | /Jordan A. LaVine/ |
| Date: | 06/14/2012 |
| Total Attachments: 6 source=sorenson molecular genealogy foundation trademark assignment agreement#page1.tif source=sorenson molecular genealogy foundation trademark assignment agreement#page2.tif source=sorenson molecular genealogy foundation trademark assignment agreement#page3.tif source=sorenson molecular genealogy foundation trademark assignment agreement#page4.tif source=sorenson molecular genealogy foundation trademark assignment agreement#page5.tif source=sorenson molecular genealogy foundation trademark assignment agreement#page6.tif | |

Trademark Assignment Agreement

This Trademark Assignment Agreement (the "Agreement") is made as of March 16, 2012 (the "Effective Date") by and between Ancestry.com DNA, LLC, a Delaware limited liability company with its principal place of business at 360 West 4800 North, Provo, Utah 84604 (the "Assignee"), and Sorenson Molecular Genealogy Foundation, a Utah nonprofit corporation with its principal place of business at 2480 South Main Street, Suite 200, Salt Lake City, Utah 84115 (the "Assignor") (referred to collectively as the "Parties" and individually as a "Party").

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the trademarks or trade names listed on Exhibit A hereto (the "Marks") and to the goodwill and reputation of the business connected with and symbolized by the Marks;

WHEREAS, Assignor, Assignee and Ancestry.com Operations Inc., a Delaware corporation, have entered into that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of February 28, 2012, pursuant to which Assignor shall sell, transfer, convey, assign and deliver the Purchased Assets (as defined in the Purchase Agreement) to Assignee; and

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Marks to Assignee, and Assignee wishes to accept such assignment;

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the Parties agree as follows:

1. Assignment

Assignor hereby transfers, conveys and assigns to Assignee all right, title and interest throughout the world in and to the Marks, together with (a) all national, foreign and state registrations, applications for registration and renewals and extensions thereof; (b) all common law rights related thereto; (c) all goodwill associated therewith, and (d) and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Mark; and to settle and retain proceeds from any such actions) (collectively, the "Rights"). Assignor retains no rights to use the Mark and agrees not to challenge the validity of Assignee's ownership in the Mark.

2. Cooperation

Assignor shall execute such written instruments, extend such other cooperation and perform such other acts as may be necessary or appropriate, as reasonably requested in writing by Assignee, and at Assignee's cost, through reimbursement to Assignor, of any out-of-pocket expenses, to convey, establish, maintain and evidence Assignee's Rights in the Marks; and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name.

3. Miscellaneous

This Agreement is made under and shall be construed in accordance with the laws of the State of Utah, without regard to its conflicts of laws principles. The Parties hereto shall not be considered as joint venturers, partners, employers or agents of each other, and neither shall have the power to bind or obligate the other except as set forth in this Agreement. This Agreement

may be executed in two (2) or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, in whole or in part, under any law or regulation, by a court of competent jurisdiction, then such provision or portion of such provision, as appropriate, shall remain in effect only to the extent that it is valid, and the validity, legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and, other than the Purchase Agreement, supersedes all other prior agreements, understandings and representations concerning such subject matter. Notwithstanding anything herein to the contrary, nothing herein shall in any way modify the promises, agreements, representations and warranties of any of the parties to and set forth in the Purchase Agreement (or the survival thereof as therein provided). The rights or claims of Assignee against Assignor or Assignor against Assignee hereunder shall not be greater than the rights or claims of Assignee against Assignor or Assignor against Assignee, respectively, under the Purchase Agreement and any claims hereunder shall be governed by the procedures set forth in the Purchase Agreement. No amendment or modification to any of the terms hereof shall be valid or binding upon the Parties unless made in writing and signed by duly authorized representatives of the Parties.

[Signature Page Follows]

In Witness Whereof, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

Assignee: Ancestry.com DNA, LLC

Assignor: Sorenson Molecular Genealogy Foundation


[Signature]

James Sorenson, Chief Executive Officer

Kenneth Chaine
[Printed Name and Title]

Address: 2480 South Main Street, Suite 200

Salt Lake City, Utah 84115

Address: 360 West 4800 North
Provo, UT 84604

Signature Page to Trademark Assignment Agreement

sf-3108797/1172883


TRADEMARK
REEL: 004802 FRAME: 0222

In Witness Whereof, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

Assignee: Ancestry.com DNA, LLC

Assignor: Sorenson Molecular Genealogy
Foundation

[Signature]



James Sorenson, Chief Executive Officer

[Printed Name and Title]

Address: 2480 South Main Street, Suite 200

Salt Lake City, Utah 84115

Address: _____

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sf-3108797/1172883

TRADEMARK
REEL: 004802 FRAME: 0223

EXHIBIT A

TRADEMARKS



1. Logo: Stylized tree-roots helix with leaves
- a. Jurisdiction/Filing or Registration No./Date of Filing or Issuance:
- | | | |
|---------|--------------------|-------------------------------|
| 1. U.S. | Reg. No. 2,811,399 | Issued 2/3/04 (8&15 accepted) |
| 2. U.S. | Ser. No. 76/400082 | Filed 4/23/02 |



2. Logo: GeneTree (including variations thereof) (Unregistered mark used in commerce)

SMGF

3. SMGF
- a. Jurisdiction/Filing or Registration No./Date of Filing or Issuance:
- | | | |
|---------|---------------------|----------------|
| 1. U.S. | Reg. No. 3,364,102 | Issued 1/8/08 |
| 2. U.S. | Ser. No. 76/668,289 | Filed 10/30/06 |

DNAVIGATOR

4. DNAvigator
- a. Jurisdiction/Filing or Registration No./Date of Filing or Issuance:
- | | | |
|---------|---------------------|----------------|
| 1. U.S. | Reg. No. 3,595,219 | Issued 3/24/09 |
| 2. U.S. | Ser. No. 76/672,850 | Filed 2/20/07 |

5. Gene Tree (Medical and DNA Testing) (words only mark)
- a. Jurisdiction/Filing or Registration No./Date of Filing or Issuance:
- | | | |
|----------------|---------------------|--------------------------------|
| 1. U.S. | Reg. No. 2,950,991 | Issued 5/17/05 (8&15 Accepted) |
| 2. U.S. | Ser. No. 76/549,218 | Filed 10/6/03 |
| 3. Japan | Reg. No. 4843593 | Issued 3/4/05 |
| 4. Japan | Ser. No. 2004-63786 | Filed 7/9/04 |
| 5. Europe Reg. | No. 003888682 | Published 11/28/05 |
| 6. Europe Reg. | Ser. No. 003888682 | Filed 6/16/04 |

GENETREE

6. Genetree (Social Networking)
- a. Jurisdiction/Filing or Registration No./Date of Filing or Issuance:
- | | | |
|-----------|---------------------|----------------|
| 1. U.S. | Ser. No. 76/327,654 | Filed 11/12/07 |
| 2. Canada | Ser. No. 1371886 | Filed 11/13/07 |

7. DNA Family Gallery (U.S. Common Law)
- a. Jurisdiction/First Use:
- | | |
|--------------------|--------------------|
| 1. U.S. [Internet] | First Use ~8/30/10 |
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8. GENETREE (fictitious name)

a. DBA -- Utah Division of Corporations and Commercial Code

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