

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353475

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ancestry.com Operations, Inc.		08/28/2015	CORPORATION: DELAWARE
Ancestry.com DNA, LLC		08/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
iArchives, Inc.		08/28/2015	CORPORATION: UTAH
TGN Services, LLC		08/28/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent
Street Address:	1300 Thames Street, 4th Floor, Thames Street Wharf
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Registration Number:	4041172	
Registration Number:	2485781	ALL IN ONE TREE
Registration Number:	1577711	ANCESTRY
Registration Number:	4205135	ANCESTRY.CA
Registration Number:	4205136	ANCESTRY.CO.UK
Registration Number:	4201715	ANCESTRY.COM.AU
Registration Number:	3568993	ANCESTRY.COM
Registration Number:	3852700	ANCESTRY.COM
Registration Number:	3566509	ANCESTRY.COM
Registration Number:	4280444	ANCESTRYDNA
Registration Number:	4773164	ANCESTRYHEALTH
Registration Number:	2464498	FAMILY TREE DETECTIVE
Registration Number:	3189168	FAMILY TREE MAKER
Registration Number:	4166876	FOLD3
Registration Number:	3802242	GENEALOGY ARCHIVES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4205134	GENEALOGY SLEUTH
Registration Number:	2521336	GENEALOGY.COM
Registration Number:	3704491	GENEALOGY.COM
Registration Number:	3915663	MYCANVAS
Registration Number:	3915665	MYCANVAS
Registration Number:	3915662	MYCANVAS FREEDOM OF EXPRESSION
Registration Number:	3915664	MYCANVAS FREEDOM OF EXPRESSION
Registration Number:	2445499	MYFAMILY.COM
Registration Number:	2698024	MYFAMILY.COM
Registration Number:	3648160	MYFAMILY.COM
Registration Number:	3051870	PROGENEALOGISTS
Serial Number:	85331574	PROGENEALOGISTS
Registration Number:	3500818	ROOTSWEB
Registration Number:	3990190	
Registration Number:	2411525	WORLD FAMILY TREE
Registration Number:	3989847	WORLD FAMILY TREE
Registration Number:	3626877	
Registration Number:	2676687	
Serial Number:	85598798	IARCHIVES
Registration Number:	3139910	OWR
Registration Number:	2982241	OWR
Registration Number:	2811399	
Registration Number:	3595219	DNAVIGATOR
Registration Number:	2950991	GENE TREE
Registration Number:	4192071	GENETREE
Registration Number:	3364102	SMGF
Registration Number:	4409963	1000MEMORIES
Registration Number:	4102880	MUNDIA
Serial Number:	86699430	FOLD3
Registration Number:	4410294	N
Serial Number:	85788697	NEWSPAPERS.COM
Registration Number:	4464730	SHOEBOX
Registration Number:	4436190	TREESYNC
Registration Number:	4626433	ARCHIVES
Registration Number:	4717504	ANCESTRY
Registration Number:	2755063	IARCHIVES
Serial Number:	86702287	DNA CIRCLES
Serial Number:	86495106	ANCESTRY HINTS

Property Type	Number	Word Mark
Registration Number:	4695096	ANCESTRYDNA
Serial Number:	86682955	HISTORICAL INSIGHTS
Serial Number:	86672668	ANCESTRYACADEMY
Serial Number:	86531152	ROOTSWEB
Serial Number:	86656072	ANCESTRYHEALTH
Serial Number:	86339891	FIND A GRAVE
Serial Number:	86554034	
Serial Number:	86433973	ANCESTRYK12
Serial Number:	86433558	ANCESTRYPROGENEALOGISTS

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindal LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Michael Barys/
DATE SIGNED:	09/01/2015

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of August 28, 2015, is entered into by each of the undersigned (each, a “Pledgor,” and collectively, the “Pledgors”) in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (together with its successors, in such capacity, the “Collateral Agent”).

Reference is made to (a) the Pledge and Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), among the Grantors party thereto and the Collateral Agent and (b) the Credit and Guaranty Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Ancestry.com LLC, Ancestry US Holdings Inc., Ancestry.com Inc. (the “Borrower”), the Subsidiary Guarantors from time to time party thereto, the several banks, financial institutions, institutional investors and other entities from time to time parties to the Credit Agreement, as lenders or holders of the Loans (the “Lenders”) and issuers of Letters of Credit, and Morgan Stanley Senior Funding, Inc., as Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Pursuant to the Pledge and Security Agreement, the Pledgors are required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined in this Agreement has the meaning given or ascribed to it in the Pledge and Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Pledge and Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Pledgor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all U.S., State and foreign trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule I, and all rights corresponding thereto throughout the world;

- (b) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (c) all extensions and renewals of the foregoing;
- (d) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill; and
- (e) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit;

provided that, in no event shall the Trademark Collateral include, and a Pledgor shall not be deemed to have assigned, pledged or granted a security interest in, any of such Pledgor's right, title or interest in any trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of such trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et seq.), whereupon such trademark application will be deemed automatically included in the Trademark Collateral, but solely to the extent that granting the security interest in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application or any registration issuing therefrom.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Pledgor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. Guarantee and Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Pledge and Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern, and for the avoidance of doubt, Trademark Collateral shall not include any Excluded Assets.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic means, including PDF), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

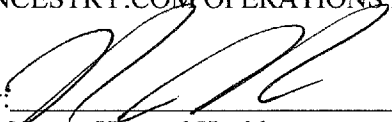
SECTION 6. Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW

PRINCIPLES, EXCEPT FOR NEW YORK GENERAL OBLIGATIONS LAW SECTIONS 5-1401 AND 5-1402).

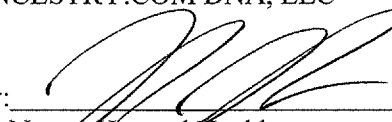
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

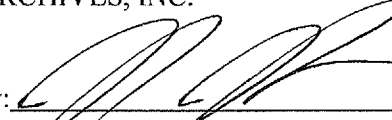
ANCESTRY.COM OPERATIONS, INC.

By: 
Name: Howard Hochhauser
Title: Chief Financial Officer

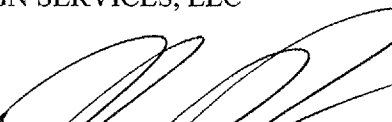
ANCESTRY.COM DNA, LLC

By: 
Name: Howard Hochhauser
Title: Chief Financial Officer

iARCHIVES, INC.

By: 
Name: Howard Hochhauser
Title: Chief Financial Officer

TGN SERVICES, LLC

By: 
Name: Howard Hochhauser
Title: Chief Financial Officer


MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent






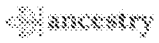
By: 
Name: Jonathon Rau
Title: Authorized Signatory

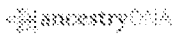




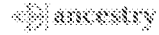

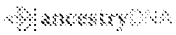
[Ancestry Trademark Security Agreement]

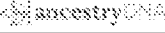

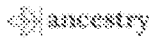
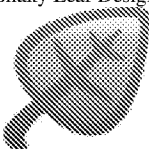
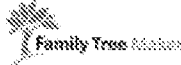
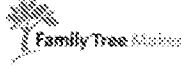

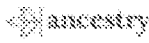
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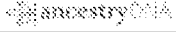
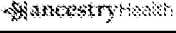
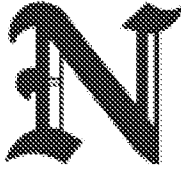


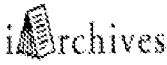

TRADEMARKS

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Country</u>
Ancestry.com Operations Inc.		85/251,011	2/24/11	10/18/11	4041172	U.S.
Ancestry.com Operations Inc.	ALL IN ONE TREE	75/683,969	4/16/99	9/4/01	2485781	U.S.
Ancestry.com Operations Inc.	ANCESTRY	73/609,860	7/17/86	1/16/90	1577711	U.S.
Ancestry.com Operations Inc.	ANCESTRY.CA	85/517,868	1/17/12	9/11/12	4205135	US
Ancestry.com Operations Inc.	ANCESTRY.CO.UK	85/517,869	1/17/12	9/11/12	4205136	U.S.
Ancestry.com Operations Inc.	ANCESTRY.COM.AU	85/517,866	1/17/12	9/4/12	4201715	U.S.
Ancestry.com Operations Inc.	ANCESTRY.COM	77/283,850	9/19/07	2/3/99	3568993	U.S.
Ancestry.com Operations Inc.	ANCESTRY.COM	77/894,021	12/15/09	9/28/10	3852700	U.S.
Ancestry.com Operations Inc.	ANCESTRY.COM and Design	77/235,261	7/20/07	1/27/09	3566509	U.S.
Ancestry.com Operations Inc.	ANCESTRYDNA	85/386,120	8/1/11	1/22/2013	4280444	U.S.
Ancestry.com Operations Inc.	ANCESTRYHEALTH	85/386,112	8/1/11	7/14/2015	4773164	U.S.
Ancestry.com Operations Inc.	FAMILY TREE DETECTIVE	75/784,543	8/25/99	6/26/01	2464498	U.S.
Ancestry.com Operations Inc.	FAMILY TREE MAKER	78/756,296	11/17/05	12/26/06	3189168	U.S.
Ancestry.com Operations Inc.	FOLD3	85/386,117	8/1/11	7/3/12	4166876	U.S.
Ancestry.com Operations Inc.	GENEALOGY ARCHIVES	77/803,203	8/12/09	6/15/10	3802242	U.S.
Ancestry.com Operations Inc.	GENEALOGY SLEUTH	85/517,865	1/17/12	9/11/12	4205134	U.S.
Ancestry.com Operations Inc.	GENEALOGY.COM	75/784,431	8/25/99	12/18/01	2521336	U.S.
Ancestry.com Operations Inc.	GENEALOGY.COM and Design	77/609,642	11/7/08	11/3/09	3704491	U.S.
Ancestry.com Operations Inc.	MYCANVAS and Design	77/859,701	10/28/99	2/8/11	3915663	U.S.
Ancestry.com Operations Inc.	MYCANVAS and Design	77/859,725	10/28/99	2/8/11	3915665	U.S.
Ancestry.com Operations Inc.	MYCANVAS FREEDOM OF EXPRESSION and Design	77/859,686	10/28/99	2/8/11	3915662	U.S.
Ancestry.com Operations Inc.	MYCANVAS FREEDOM OF EXPRESSION and Design	77/859,721	10/28/99	2/8/11	3915664	U.S.
Ancestry.com Operations Inc.	MYFAMILY.COM	75/546,061	9/1/98	4/24/01	2445499	U.S.

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Country</u>
Ancestry.com Operations Inc.	MYFAMILY.COM	75/546,056	9/1/98	3/18/03	2698024	U.S.
Ancestry.com Operations Inc.	MYFAMILY.COM and Design	77/235,169	7/20/07	6/30/09	3648160	U.S.
TGN Services, LLC	PROGENEALOGIST S	78/500,167	10/14/04	1/24/06	3051870	U.S.
TGN Services, LLC	PROGENEALOGIST S	85/331,574	5/26/11	Pending	Pending	U.S.
Ancestry.com Operations Inc.	ROOTSWEB and Design	77/235,205	7/20/07	9/16/08	3500818	U.S.
Ancestry.com Operations Inc.	Shaky Leaf Design 	85/214,249	1/10/11	7/5/11	3990190	U.S.
Ancestry.com Operations Inc.	WORLD FAMILY TREE	75/694,242	4/27/99	12/5/00	2411525	U.S.
Ancestry.com Operations Inc.	WORLD FAMILY TREE	85/190,186	12/3/10	7/5/11	3989847	U.S.
Ancestry.com Operations Inc.		77/599,274	10/23/08	5/26/09	3626877	U.S.
iArchives, Inc.		76/265,393	6/1/01	1/21/03	2676687	U.S.
iArchives, Inc.	IARCHIVES and Design	85/598,798	4/16/12	Pending	Pending	U.S.
iArchives, Inc.	OWR	78/398,618	4/8/04	9/5/06	3139910	U.S.
iArchives, Inc.	OWR	78/398,621	4/8/04	8/2/05	2982241	U.S.
Ancestry.com DNA, LLC		76/400,082	4/23/02	2/3/04	2811399	U.S.
Ancestry.com DNA, LLC	DNAVIGATOR	76/672,850	2/20/07	3/24/09	3595219	U.S.
Ancestry.com DNA, LLC	GENE TREE	76/549,218	10/6/03	5/17/05	2950991	U.S.
Ancestry.com DNA, LLC	GENETREE	77/327,654	11/12/07	8/14/12	4192071	U.S.
Ancestry.com DNA, LLC	SMGF	76/668,289	10/30/06	1/8/08	3364102	U.S.
Ancestry.com Operations Inc.		1107718		7/13/2012		Australia
Ancestry.com Operations Inc.	ANCESTRY	1098109				Australia
Ancestry.com Operations Inc.	ANCESTRY and Design 	1206957	12/16/13			Australia

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Country</u>
Ancestry.com Inc. Operations	ANCESTRYDNA and Design 	1256334	8/6/14			Australia
Ancestry.com Inc. Operations	ANCESTRY.COM.AU	1468863	1/10/12			Australia
Ancestry.com Inc. Operations	DISCOVERY YOUR STORY				1215920	Australia
Ancestry.com Inc. Operations	FAMILY TREE MAKER				1240954	Australia
Ancestry.com Inc. Operations	HINTS and Design  HINTS	1701241	6/4/15			Australia
Ancestry.com Inc. Operations	ANCESTRY.COM	1040912				Australia (Madrid Protocol)
Ancestry.com Inc. Operations	ANCESTRYHEALTH and Leaf Logo 	Pending	6/15/2015			Australia (Madrid Protocol)
Ancestry.com Inc. Operations	Shaky Leaf Design 				Grant of Protection forwarded to WIPO from Australian Trademark Office 10/24/11	Australia (Madrid Protocol)
Ancestry.com Inc. Operations	Acorn Leaf Design 	1,543,317		12/10/2012	1543317	Canada
Ancestry.com Inc. Operations	ANCESTRY	TMA803,511		8/3/11		Canada
Ancestry.com Inc. Operations	ANCESTRY and Design 	1,656,522	12/16/2013			Canada
Ancestry.com Inc. Operations	ANCESTRY HINTS	1,713,066	1/5/2015			Canada
Ancestry.com Inc. Operations		TMA798,594		5/26/11		Canada
Ancestry.com Inc. Operations	ANCESTRY.CA	1,572,566	4/10/12			Canada
Ancestry.com Inc. Operations	ANCESTRYDNA and Design 	1,629,538	6/4/13			Canada
Ancestry.com Inc. Operations	ANCESTRY	1925486				European Community
Ancestry.com Inc. Operations	ANCESTRY.CO.UK	010551571	1/10/12			European Community

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Country</u>
Ancestry.com Inc. Operations	ANCESTRY.COM	1040912		8/19/11	Statement of Grant of Protection issued	European Community
Ancestry.com Inc. Operations	MYFAMILY				1925536	European Community
Ancestry.com Inc. Operations	MYFAMILY.COM				1925577	European Community
Ancestry.com Inc. Operations	ANCESTRYDNA and Design 			10/29/13	011855988	European Community
Ancestry.com Inc. Operations	THE GENERATIONS NETWORK				922812	European Community
Ancestry.com Inc. Operations		1107718	9/13/11			European Community (Madrid Protocol)
Ancestry.com Inc. Operations	ANCESTRY and Design 			5/1/15	1206957	European Community (Madrid Protocol)
Ancestry.com Inc. Operations	Shaky Leaf Design 	1066842			Statement of Grant of Protection issued	European Community (Madrid Protocol)
Ancestry.com Inc. Operations	FAMILY TREE MAKER				789588	New Zealand
Ancestry.com Inc. Operations					789589	New Zealand
Ancestry.com Inc. Operations	ANCESTRY.CO.UK	2606601	1/10/12			United Kingdom
Ancestry.com Inc. Operations	FAMILY TREE MAKER				2467068A	United Kingdom
Ancestry.com Inc. Operations					2467068B	United Kingdom
Ancestry.com Inc. Operations		1 107 718		3/8/12		WIPO
Ancestry.com Inc. Operations	ANCESTRY and Design 			12/16/2013	1206957	WIPO

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Country</u>
Ancestry.com Operations Inc.	ANCESTRYDNA and Design 	1256334	8/6/14			WIPO
Ancestry.com Operations Inc.	ANCESTRYHEALTH and Leaf Logo 	Pending	6/15/15			
Ancestry.com Inc.	1000MEMORIES	85752573	October 12, 2012	10/1/2013	4409963	US
Ancestry.com Inc.	MUNDIA	77982856	July 28, 2009	2/21/2012	4102880	US
Ancestry.com Inc.	FOLD3	86/699,430	7/21/2015	Pending ITU	Pending ITU	U.S.
Ancestry.com Inc.		85/825954	1/17/2013	10/1/2013	4410294	U.S.
Ancestry.com Operations Inc.		85/788,697	11/27/2012			U.S.
Ancestry.com Inc.	SHOEBOX	85/761,449	10/23/2012	1/14/2014	4464730	U.S.
Ancestry.com Inc.	TREESYNC	85/897,913	4/8/2013	11/19/2013	4436190	U.S.
Ancestry.com Inc.	ARCHIVES	85/912191	4/23/2013	10/21/2014	4626433	U.S.
Ancestry.com Inc.	ANCESTRY	86/134209	12/3/2013	4/7/2015	4717504	U.S.
IARCHIVES, INC.					2676687	U.S.
IARCHIVES, INC.					2755063	U.S.
IARCHIVES, INC.	IARCHIVES and Design 	85/598,798	4/16/2012			U.S.
IARCHIVES, INC.	OWR				3139910	U.S.
IARCHIVES, INC.	OWR				2982241	U.S.
Ancestry.com Inc.	DNA CIRCLES	86/702,287	7/23/2015		Pending ITU	U.S.
Ancestry.com Inc.	ANCESTRY HINTS	86/495,106	1/5/2015			U.S.
Ancestry.com Inc.	ANCESTRYDNA	86/321,640	6/26/2014	3/3/2015	4695096	U.S.
Ancestry.com Inc.	HISTORICAL INSIGHTS	86/682,955	7/3/2015			U.S.

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Country</u>
Ancestry.com Operations Inc.	ANCESTRYACADEMY	86/672,668	6/24/2015			U.S.
Ancestry.com Operations Inc.	ROOTSWEB	86/531,152	2/11/2015			U.S.
Ancestry.com Operations Inc.	ANCESTRYHEALTH	86/656,072	6/9/2015			U.S.
Ancestry.com Operations Inc.	FIND A GRAVE	86/339,891	7/17/2014			U.S.
Ancestry.com Operations Inc.	Leaf Design	86/554,034	3/5/2015			U.S.
Ancestry.com Operations Inc.	ANCESTRYK12	86/433,973	10/24/2014			U.S.
TGN Services, LLC	ANCESTRYPROGENEALOGISTS	86/433,558	10/24/2014			U.S.