

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM357947

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DNA DISCOVERY LTD.		10/08/2015	CORPORATION: DELAWARE
DNA DIAGNOSTICS CENTER, INC.		10/08/2015	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA, as Collateral Agent		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	New York State chartered bank: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3400435	ANCESTRYBYDNA	
Registration Number:	4401969	CHILDPROTECT BY DNA	
Registration Number:	4300783	CONNECT MY DNA	
Registration Number:	4309672	CONNECTMYDNA	
Registration Number:	3207578	DDC	
Registration Number:	4396644	DDC THE DNA EXPERTS	
Registration Number:	3205186	DDC	
Registration Number:	4518454	DDC MEDICAL	
Registration Number:	4200331	DNACENTER	
Registration Number:	3205185	DNA DIAGNOSTICS CENTER	
Registration Number:	3627639	DNA DISCOVERY	
Registration Number:	4200330	DNACENTER.COM	
Registration Number:	4781124	DNA ORIGINS	
Registration Number:	3173007	DNAPRINT	
Registration Number:	4463146	GENE RING	
Registration Number:	4148037	THE DNA EXPERTS	
Registration Number:	4809645	HELIX PROFILE	
Registration Number:	4811386	DDC MEDICAL	
TRADEMARK			

CH \$490.00 3400435

Property Type	Number	Word Mark
Serial Number:	86478644	DNA TRUTH

CORRESPONDENCE DATA

Fax Number: 4045725100
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.

Phone: 404-572-3431
Email: cfraser@kslaw.com
Correspondent Name: Carol Fraser, Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER:	DDC - 14868.015049
NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	10/08/2015

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 8, 2015 (this “**Trademark Security Agreement**”), by and among EACH OF THE UNDERSIGNED (each a “**Grantor**” and together the “**Grantors**”), in favor of **GOLDMAN SACHS BANK USA**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of October 7, 2015 by and among DDC Holdco, Inc., a Delaware corporation (“**Holdings**”), the Lenders party thereto from time to time and Goldman Sachs Bank USA, as Administrative Agent (in such capacity, “**Administrative Agent**”), Collateral Agent (in such capacity, “**Collateral Agent**”) and Documentation Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, replaced, supplemented or otherwise modified, the “Credit Agreement”), Lenders and Lender Counterparties have agreed to make the Loans and certain financial accommodations to the Credit Parties;

WHEREAS, Lenders and Lender Counterparties are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Secured Parties, that certain Pledge and Security Agreement, dated as of October 8, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for itself and the ratable benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to Collateral Agent, on behalf of itself and the Secured Parties, a continuing first priority security interest in all of Grantors’ right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):
 - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on **Schedule I** hereto;
 - (b) all reissues, continuations or extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
 - (d) all products and proceeds of the foregoing, including, without limitation, any claim by either Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any

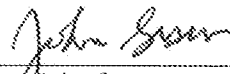
Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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.
4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

DNA DISCOVERY LTD.
DNA DIAGNOSTICS CENTER, INC.

By: 
Name: John Srsen
Title: Vice President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 
Name: Justin Betzen
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005641 FRAME: 0150

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

<i>TRADEMARK</i>	<i>OWNER</i>	<i>REGISTRATION OR SERIAL NO.</i>
ANCESTRYBYDNA	DNA Diagnostics Center, Inc.	3,400,435
CHILDPROTECT BY DNA	DNA Diagnostics Center, Inc.	4,401,969
CONNECT MY DNA & Design	DNA Diagnostics Center, Inc.	4,300,783
CONNECTMYDNA	DNA Diagnostics Center, Inc.	4,309,672
DDC	DNA Diagnostics Center, Inc.	3,207,578
DDC THE DNA EXPERTS	DNA Diagnostics Center, Inc.	4,396,644
DDC (Stylized)	DNA Diagnostics Center, Inc.	3,205,186
DDC MEDICAL	DNA Diagnostic Center, Inc.	4,518,454
DNA CENTER	DNA Diagnostic Center, Inc.	4,200,331
DNA DIAGNOSTICS CENTER	DNA Diagnostics Center, Inc.	3,205,185
DNA DISCOVERY	DNA Discovery, Ltd.	3,627,639
DNACENTER.COM	DNA Diagnostics Center, Inc.	4,200,330
DNA ORIGINS	DNA Diagnostic Center, Inc.	4,781,124
DNAPRINT	DNA Diagnostics Center, Inc.	3,173,007

<i>TRADEMARK</i>	<i>OWNER</i>	<i>REGISTRATION OR SERIAL NO.</i>
GENE RING	DNA Diagnostic Center, Inc.	4,463,146
THE DNA EXPERTS	DNA Diagnostics Center, Inc.	4,148,037
HELIX PROFILE	DNA Diagnostics Center, Inc.	4,809,645
DDC MEDICAL & Design	DNA Diagnostics Center, Inc.	4,811,386

<i>TRADEMARK APPLICATION</i>	<i>OWNER</i>	<i>APPLICATION NO.</i>
DNA TRUTH	DNA Diagnostics Center, Inc.	86/478,644