

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389851

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Adpay, Inc. | | 06/30/2016 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Morgan Stanley Senior Funding, Inc., as Collateral Agent | | |
| Street Address: | 1300 Thames Street, 4th Floor | | |
| Internal Address: | Thames Street Wharf | | |
| City: | Baltimore | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 21231 | | |
| Entity Type: | Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3087275 | ADPAY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <i>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.</i> | | | |
| Phone: | 800-713-0755 | | |
| Email: | Michael.Violet@wolterskluwer.com | | |
| Correspondent Name: | Michael Violet | | |
| Address Line 1: | 4400 Easton Commons Way | | |
| Address Line 2: | Suite 125 | | |
| Address Line 4: | Columbus, OHIO 43219 | | |
| NAME OF SUBMITTER: | Elaine Carrera | | |
| SIGNATURE: | /Elaine Carrera/ | | |
| DATE SIGNED: | 06/30/2016 | | |
| Total Attachments: 7 | | | |
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| source=Trademark Security Agreement (Executed)#page2.tif | | | |
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Adpay, Inc.

- Individual(s)
- Partnership
- Corporation- State: DE
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 30, 2016

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Morgan Stanley Senior Funding, Inc., as Collateral Agent

Street Address: 1300 Thames Street, 4th Floor,
Thames Street Wharf

City: Baltimore

State: MD

Country: USA Zip: 21231

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other: Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

3,067,275

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Elaine Carrera, Legal Assistant

Internal Address:

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number:

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Elaine Carrera

Signature

June 30, 2016

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0148, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of June 30, 2016, made by Adpay, Inc. (the “Pledgor”) 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 August 28, 2015 (as amended, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), among the Grantors and the Collateral Agent and (b) the Credit and Guaranty Agreement dated as of August 28, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Ancestry.com LLC, a Delaware limited liability company (“Holdings”), Ancestry US Holdings Inc., a Delaware corporation (“U.S. Holdings”), Ancestry.com Inc., a Delaware corporation (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 Pledgor is 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. 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, the 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 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 the Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The 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. The 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).

[Remainder of this page intentionally left blank]

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

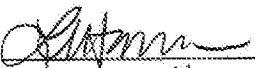
ADPAY, INC.

By: 
Name: Howard Hochhauser
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005823 FRAME: 0007

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: Lisa Hansen
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005823 FRAME: 0008

TRADEMARKS

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> |
|----------------|-------------|------------------------|--------------------|--------------------------|-------------------------|----------------|
| Adpay, Inc. | ADPAY | 78/505,625 | 10/25/2004 | 05/02/2006 | 3,087,275 | U.S. |

Trademark Licenses:

None.

Trademark Applications:

None.