

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM402670

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		10/19/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Adpay, Inc.		
Street Address:	1300 W. Traverse Pkwy		
City:	Lehi		
State/Country:	UTAH		
Postal Code:	84043		
Entity Type:	Corporation: DELAWARE		
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:	10/20/2016		
Total Attachments: 6			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of October 19, 2016 (the “Effective Date”), is made by MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as collateral agent (together, with its successors, the “Agent”), in favor of ADPAY, INC. (the “Grantor”).

WHEREAS, pursuant to the terms of that certain Pledge and Security Agreement, dated as of August 28, 2015, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor and the Agent executed and delivered a Trademark Security Agreement, dated as of June 30, 2016 (the “Trademark Security Agreement”) for recordal with the United States Patent and Trademark Office;

WHEREAS, pursuant to the terms and conditions of the Trademark Security Agreement, the Grantor pledged, assigned and granted to the Agent a continuing security interest in all of its right, title and interest in and to certain Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the trademark registrations and applications set forth on Schedule I hereto, along with the goodwill associated therewith;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 30, 2016 at Reel/Frame 5823/0001;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or

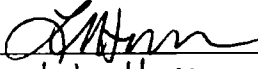
other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

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IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

MORGAN STANLEY SENIOR FUNDING,
INC., as Collateral Agent

By: 
Name: Lisa Hankan
Title: VP

GRANTOR:

ADPAY, INC.

By: 

Name: Howard Hochhauser

Title Chief Financial Officer:

[Ancestry Trademark Release]

TRADEMARK
REEL: 005904 FRAME: 0023

Schedule I

Trademarks

Release of Trademark Security Agreement recorded 6/30/2016 at reel/frame 5823/0001

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registratio n Date</u>	<u>Registratio n No.</u>	<u>Country</u>
Adpay, Inc.	ADPAY	78,505,625	10/25/2004	5/02/2006	3,087,275	U.S.

Schedule I