

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403010

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ancestry.com Operations Inc.		10/19/2016	Corporation: DELAWARE
iArchives, Inc.		10/19/2016	Corporation: UTAH
Ancestry.com DNA, LLC		10/19/2016	Limited Liability Company: DELAWARE
Adpay, Inc.		10/19/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 56

Property Type	Number	Word Mark
Registration Number:	4409963	1000MEMORIES
Registration Number:	4041172	
Registration Number:	2485781	ALL IN ONE TREE
Registration Number:	1577711	ANCESTRY
Registration Number:	4717504	ANCESTRY
Registration Number:	4978110	ANCESTRY DAY
Registration Number:	4917216	ANCESTRY HINTS
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
Serial Number:	86672668	ANCESTRYACADEMY
Registration Number:	4695096	ANCESTRYDNA
Serial Number:	87160144	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4916769	ANCESTRYPROGENEALOGISTS
Registration Number:	4280444	ANCESTRYDNA
Registration Number:	4773164	ANCESTRYHEALTH
Registration Number:	4885579	ANCESTRYHEALTH
Registration Number:	4916770	ANCESTRYK12
Registration Number:	4626433	ARCHIVES
Registration Number:	4893137	DNA CIRCLES
Registration Number:	2464498	FAMILY TREE DETECTIVE
Registration Number:	3189168	FAMILY TREE MAKER
Serial Number:	86339891	FIND A GRAVE
Registration Number:	4166876	FOLD3
Registration Number:	4929196	FOLD3
Registration Number:	3802242	GENEALOGY ARCHIVES
Registration Number:	4205134	GENEALOGY SLEUTH
Registration Number:	2521336	GENEALOGY.COM
Registration Number:	3704491	GENEALOGY.COM
Registration Number:	4893100	HISTORICAL INSIGHTS
Registration Number:	4102880	MUNDIA
Registration Number:	2445499	MYFAMILY.COM
Registration Number:	4410294	N
Registration Number:	3139910	OWR
Registration Number:	3051870	PROGENEALOGISTS
Serial Number:	85331574	PROGENEALOGISTS
Serial Number:	86783027	PUBLISHER EXTRA
Registration Number:	4812311	ROOTSWEB
Registration Number:	3500818	ROOTSWEB
Registration Number:	3990190	
Registration Number:	4971576	
Registration Number:	3626877	
Registration Number:	4464730	SHOEBOX
Registration Number:	5016279	THE NEXT GENERATION OF FAMILY HISTORY
Registration Number:	4436190	TREESYNC
Serial Number:	86780671	WE'RE RELATED
Registration Number:	2411525	WORLD FAMILY TREE
Registration Number:	3989847	WORLD FAMILY TREE
Registration Number:	2676687	
Registration Number:	2811399	
Registration Number:	4192071	GENETREE

Property Type	Number	Word Mark
Registration Number:	3364102	SMGF
Registration Number:	3087275	ADPAY

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 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:	10/24/2016

Total Attachments: 9
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EXECUTION VERSION

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 19, 2016 (this "Agreement"), among the Grantors named on the signature page hereto (each, a "Grantor" and collectively, the "Grantors") and DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (in such capacity and together with successors in such capacity, the "Collateral Agent").

Reference is made to (a) the Second Lien Credit Agreement dated as of October 19, 2016 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), Ancestry.com LLC ("Holdings"), Ancestry US Holdings Inc. ("Intermediate Holdings II"), Ancestry.com Inc. ("Intermediate Holdings I"), Ancestry.com Operations Inc. (the "Borrower"), the Lenders party thereto and Deutsche Bank AG New York Branch, as administrative agent and as collateral agent, and (b) the Second Lien Collateral Agreement, dated as of October 19, 2016 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, Intermediate Holdings II, Intermediate Holdings I, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is the Borrower or an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral 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 all Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties and hereby grants to the Collateral Agent, its successor and assigns, for the benefit of the Secured Parties a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor 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 Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Intercreditor Agreements Govern. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant

to the Collateral Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement), including liens and security interests granted to JPMorgan Chase Bank, N.A., as collateral agent, pursuant to or in connection with the First Lien Credit Agreement, and (ii) the exercise of any right or remedy by the Collateral Agent under the Collateral Agreement is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of the Collateral Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[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.

ANCESTRY.COM OPERATIONS INC., as Grantor

By: 

Name: Howard Hochhauser

Title: Chief Financial Officer, Chief Accounting Officer and Chief Operating Officer

IARCHIVES, INC., as Grantor

By: 

Name: Howard Hochhauser

Title: Chief Financial Officer and President

ANCESTRY.COM DNA, LLC, as Grantor

By: 

Name: Howard Hochhauser

Title: Chief Financial Officer and Vice President

ADPAY, INC., as Grantor

By: 

Name:

Title:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By:


Name: **Anca Trifan**
Title: **Managing Director**

By:







Name: **Dusan Lazarov**
Title: **Director**

SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT






TRADEMARK
REEL: 005910 FRAME: 0403

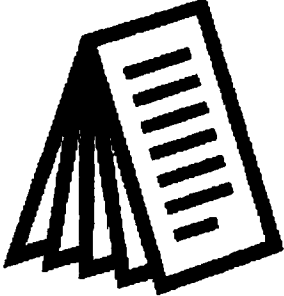

Schedule I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

	Owner	Mark	App./Reg. No.
1.	Ancestry.com Operations Inc.	1000Memories	4,409,963
2.	Ancestry.com Operations Inc.	Acorn Leaf Design 	4,041,172
3.	Ancestry.com Operations Inc.	ALL IN ONE TREE	2,485,781
4.	Ancestry.com Operations Inc.	ANCESTRY	1,577,711
5.	Ancestry.com Operations Inc.	ANCESTRY and Design 	4,717,504
6.	Ancestry.com Operations Inc.	ANCESTRY DAY	4,978,110
7.	Ancestry.com Operations Inc.	ANCESTRY HINTS	4,917,216
8.	Ancestry.com Operations Inc.	ANCESTRY.CA	4,205,135
9.	Ancestry.com Operations Inc.	ANCESTRY.CO.UK	4,205,136
10.	Ancestry.com Operations Inc.	ANCESTRY.COM.AU	4,201,715
11.	Ancestry.com Operations Inc.	ANCESTRY.COM	3,568,993
12.	Ancestry.com Operations Inc.	ANCESTRY.COM	3,852,700
13.	Ancestry.com Operations Inc.	 ancestry	3,566,509
14.	Ancestry.com Operations Inc.	ANCESTRYACADEMY and Design  ancestryAcademy	86/672,668
15.	Ancestry.com Operations Inc.	ANCESTRYDNA and Design  ancestryDNA	4,695,096

	Owner	Mark	App./Reg. No.
16.	Ancestry.com Operations Inc.	AncestryDNA Icon Logo 	87/160144
17.	Ancestry.com Operations Inc.	ANCESTRYPROGENEALOGISTS	4,916,769
18.	Ancestry.com Operations Inc.	ANCESTRYDNA	4,280,444
19.	Ancestry.com Operations Inc.	ANCESTRYHEALTH	4,773,164
20.	Ancestry.com Operations Inc.	ANCESTRYHEALTH and Leaf Logo 	4,885,579
21.	Ancestry.com Operations Inc.	ANCESTRYK12	86/433,973 4,916,770
22.	Ancestry.com Operations Inc.	Archives	4,626,433
23.	Ancestry.com Operations Inc.	DNA CIRCLES	4,893,137
24.	Ancestry.com Operations Inc.	FAMILY TREE DETECTIVE	2,464,498
25.	Ancestry.com Operations Inc.	FAMILY TREE MAKER	3,189,168
26.	Ancestry.com Operations Inc.	FIND A GRAVE	86/339,891
27.	Ancestry.com Operations Inc.	FOLD3	85/386,117 4,166,876
28.	Ancestry.com Operations Inc.	FOLD 3 and Logo 	4,929,196
29.	Ancestry.com Operations Inc.	GENEALOGY ARCHIVES	3,802,242
30.	Ancestry.com Operations Inc.	GENEALOGY SLEUTH	4,205,134
31.	Ancestry.com Operations Inc.	GENEALOGY.COM	2,521,336
32.	Ancestry.com Operations Inc.		3,704,491
33.	Ancestry.com Operations Inc.	HISTORICAL INSIGHTS	4,893,100

	Owner	Mark	App./Reg. No.
34.	Ancestry.com Operations Inc.	MUNDIA	4,102,880
35.	Ancestry.com Operations Inc.	MYFAMILY.COM	2,445,499
36.	Ancestry.com Operations Inc.	N (Stylized) 	4,410,294
37.	iArchives, Inc.	OWR	3,139,910
38.	Ancestry.com Operations Inc.	PROGENEALOGISTS	3,051,870
39.	Ancestry.com Operations Inc.	PROGENEALOGISTS	85/331,574
40.	Ancestry.com Operations Inc.	PUBLISHER EXTRA	86/783,027
41.	Ancestry.com Operations Inc.	ROOTSWEB	4,812,311
42.	Ancestry.com Operations Inc.	ROOTSWEB and Design 	3,500,818
43.	Ancestry.com Operations Inc.	Shaky Leaf Design 	3,990,190
44.	Ancestry.com Operations Inc.	Shaky Leaf Logo 	4,971,576
45.	Ancestry.com Operations Inc.		3,626,877
46.	Ancestry.com Operations Inc.	SHOEBOX	4,464,730

	Owner	Mark	App./Reg. No.
47.	Ancestry.com Operations Inc.	THE NEXT GENERATION OF FAMILY HISTORY	86/779,772 5,016,279
48.	Ancestry.com Operations Inc.	TREESYNC	4,436,190
49.	Ancestry.com Operations Inc.	WE'RE RELATED	86/780,671
50.	Ancestry.com Operations Inc.	WORLD FAMILY TREE	2,411,525
51.	Ancestry.com Operations Inc.	WORLD FAMILY TREE	3,989,847
52.	iArchives, Inc.		2,676,687
53.	Ancestry.com DNA, LLC		2,811,399
54.	Ancestry.com DNA, LLC	GENETREE	4,192,071
55.	Ancestry.com DNA, LLC	SMGF	3,364,102
56.	Adpay, Inc.	ADPAY	3,087,275