

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM431962

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GOLDMAN SACHS BANK USA, as Collateral Agent		06/15/2017	New York State chartered bank: UNITED STATES:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DNA DISCOVERY LTD.		
<b>Street Address:</b>	One DDC Way		
<b>City:</b>	Fairfield		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45014		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	DNA DIAGNOSTICS CENTER, INC.		
<b>Street Address:</b>	One DDC Way		
<b>City:</b>	Fairfield		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45014		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3400435	ANCESTRYBYDNA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2163485474		
<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>			
<b>Phone:</b>	2163485400		
<b>Email:</b>	evlasek@mcdonaldhopkins.com		
<b>Correspondent Name:</b>	McDonald Hopkins LLC		
<b>Address Line 1:</b>	600 Superior Ave. E.		
<b>Address Line 2:</b>	Suite 2100		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>NAME OF SUBMITTER:</b>	Emily E. Vlasek		
<b>SIGNATURE:</b>	/Emily E. Vlasek/		

CH \$40.00 3400435

<b>DATE SIGNED:</b>	06/21/2017
<b>Total Attachments: 4</b> source=Consent Letter (DDC June 2017) (Execution Version) (6830988x7AB84)#page1.tif source=Consent Letter (DDC June 2017) (Execution Version) (6830988x7AB84)#page2.tif source=Consent Letter (DDC June 2017) (Execution Version) (6830988x7AB84)#page3.tif source=Consent Letter (DDC June 2017) (Execution Version) (6830988x7AB84)#page4.tif	

**GOLDMAN SACHS BANK USA**  
**6011 Connection Drive**  
**Irving, Texas 75039**

June 15, 2017

DDC Holdco, Inc.  
One DDC Way  
Fairfield, Ohio 45014  
Attention: John Srsen  
Telecopier: (513) 881-4000

**Consent Letter**

Ladies and Gentlemen:

We refer to (i) that certain Credit and Guaranty Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), dated as of October 7, 2015, by and among DDC Holdco, Inc. (“**Borrower**”), DDC Midco, Inc. (“**Holdings**”) and the other Credit Parties party thereto (collectively, the “**Credit Parties**”), the lenders party thereto (the “**Lenders**”) and Goldman Sachs Bank USA (“**GSBUSA**”) as a Lender and as administrative agent (in such capacity, the “**Administrative Agent**”) and (ii) that certain Trademark Acquisition and Settlement Agreement, dated on or about the date hereof, by and among DNA Diagnostics Center, Inc., Ancestry.com DNA, LLC, and Ancestry.com Operations Inc. (the “**Settlement Agreement**”). Capitalized terms defined in the Credit Agreement are used herein as defined therein.

In connection with the Settlement Agreement, the Borrower has requested that the Collateral Agent (on behalf of itself and each of the Lenders) release its security interest in the trademarks listed in Exhibit A attached hereto as well as the other property constituting Assigned Rights (as defined in the Settlement Agreement) (hereinafter, collectively, the “**Purchased Assets**”).

The Collateral Agent’s Lien on and security interest in the Purchased Assets shall be released automatically upon satisfaction of the following conditions:

- (a) the Administrative Agent shall have received (i) duly executed signature pages to this consent letter from the Lenders and (ii) fully executed copies of the Settlement Agreement and each other material agreement entered into by Borrower in connection therewith; and
- (b) the Settlement Agreement shall have become effective in accordance with its terms.


Furthermore, at your request, (i) notwithstanding any provision of Section 6.9 of the Credit Agreement to the contrary, the Administrative Agent and Lenders hereby consent to the disposition by the Credit Parties of the Purchased Assets, and (ii) notwithstanding any provision of Section 2.13(a) of the Credit Agreement to the contrary, the Administrative Agent and Lenders hereby consent Borrower retaining the proceeds of the Purchased Assets (and not making a prepayment of the Loans as may otherwise be required pursuant to Section 2.13(a) of the Credit Agreement), provided that the proceeds of the First Payment (as defined in the Settlement Agreement) and the proceeds of the Second Payment (as defined in the Settlement Agreement) are each invested in long-term productive assets of the general type used in the business of the Borrower and its Subsidiaries by no later than five hundred forty (540) days after the receipt of the net proceeds of each such payment. For the avoidance of doubt, the disposition of

Purchased Assets shall not be deemed to be a disposition for purposes of the limitation set forth in Section 6.9(c) of the Credit Agreement.

Except as expressly provided herein, the Credit Agreement and each other Credit Document shall continue in full force and effect, and the consent set forth above is limited solely to the matters stated above and shall not be deemed to be a waiver or amendment of, or a consent to departure from, any other provision of the Credit Agreement. This consent letter is a Credit Document. This consent letter shall be governed by, and construed in accordance with the internal laws of the State of New York. This consent letter shall be binding upon and inure to the benefit of the parties hereto, their respective successors, successors-in-titles, and assigns. This consent letter sets forth the entire understanding of Borrower, Holdings and the Administrative Agent with respect to the matters set forth herein, and shall supersede any prior negotiations or agreements, whether written or oral, with respect hereto.

[Signature pages follows]

**GOLDMAN SACHS BANK USA**, as Administrative  
Agent, Collateral Agent and a Lender

By: 

Name: **Stephen W. Hipp**  
Title: **Authorized Signatory**

CC:

GHO Capital Partners  
Ropes & Gray LLP

Exhibit A

<i>TRADEMARK</i>	<i>COUNTRY</i>	<i>REGISTRATION OR SERIAL NO.</i>
ANCESTRYBYDNA	U.S	3400435
AncestryByDNA	Canada	application pending
AncestryGPS	E.U.	13492021
AncestryGPS	U.K.	3084626