

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439013

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Millennia Corporation		08/01/2017	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	MyHeritage, Ltd.		
Street Address:	3 ARIEL SHARON STREET		
Internal Address:	4TH FLOOR		
City:	OR YEHUDA		
State/Country:	ISRAEL		
Postal Code:	60250		
Entity Type:	Company: ISRAEL		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3586605	LEGACY	
CORRESPONDENCE DATA			
Fax Number:	8015786999		
<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:	801-328-3131		
Email:	tm-SLC@stoel.com, dan.heinzkill@stoel.com		
Correspondent Name:	Joshua G. Gigger, Stoel Rives LLP		
Address Line 1:	201 South Main Street, Suite 1100		
Address Line 4:	Salt Lake City, UTAH 84111-2215		
NAME OF SUBMITTER:	Dan Heinzkill, Stoel Rives LLP		
SIGNATURE:	/DaN/		
DATE SIGNED:	08/11/2017		
Total Attachments: 5			
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OP \$40.00 3586605

TRADE RIGHTS ASSIGNMENT AGREEMENT

This Trade Rights Assignment Agreement (this “**Assignment**”) is entered into as of August 1st, 2017, by and among MyHeritage, Ltd., an Israeli company (“**Buyer**”) and Millennia Corporation, an Arizona corporation (“**Seller**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated August 1st, 2017, 2017, by and among Buyer and Seller (the “**Asset Purchase Agreement**”), Seller has agreed to assign to Buyer, and Buyer has agreed to assume, for the consideration and upon the terms and subject to the conditions set forth in the Asset Purchase Agreement, the Trade Rights included in the Purchased Assets that are identified in the attached Exhibit A (the “**Trade Rights**”);

WHEREAS, the execution and delivery of this Assignment is required by Sections 1.1(a) and 10.1(h) of the Asset Purchase Agreement; and

WHEREAS, contemporaneously herewith, Buyer and Seller are entering into a Bill of Sale (the “**Bill of Sale**”) and Assumption Agreement, each of even date herewith.

NOW, THEREFORE, for good and valuable consideration paid or payable to Seller by Buyer pursuant to the Asset Purchase Agreement and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Assignment hereby agree as follows:

1. Trade Rights Assignment and Assumption. Seller does hereby, effective as of the date hereof, sell, convey, transfer, assign and deliver to Buyer all right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), and throughout the world in and to the Trade Rights.
2. Definitions. Each capitalized term used but not defined in this Assignment shall have the meaning ascribed to it in the Asset Purchase Agreement.
3. Governance. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, merge with, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Asset Purchase Agreement nor shall this Assignment reduce, expand or enlarge any remedies under the Asset Purchase Agreement. This Assignment is intended only to evidence the assignment and assumption from Seller to Buyer of the Trade Rights as of the Closing pursuant to the Asset Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement are incorporated herein by this reference. In the event of a conflict or an inconsistency between this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail.
4. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this Assignment to produce or account for more than one

counterpart hereof. Signatures of the parties transmitted by facsimile or electronic mail shall be deemed to be original signatures for all purposes.

5. Successors and Assigns. This Assignment shall bind and inure to the benefit of the respective parties and their successors and assigns.
6. Entire Understanding; Amendments. This Assignment, the Asset Purchase Agreement and the ancillary agreements, together with the exhibits and schedules thereto, states the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior oral and written communications and agreements with respect to the subject matter hereof. This Assignment shall not be amended or modified except in a written document signed by all parties.
7. Governing Law. This Assignment shall be construed, interpreted and the rights of the parties determined in accordance with the internal laws of the State of Delaware applicable to contracts executed, delivered and fully performed within the State of Delaware, except with respect to matters of law concerning the internal affairs of any entity (corporate or partnership) which is a party to or the subject of this Assignment, and as to those matters the law of the jurisdiction under which the respective entity derives its powers shall govern.
8. Section Headings; References. Section headings in this Assignment are for convenience of reference only, and shall neither constitute a part of this Assignment nor affect its interpretation. All words in this Assignment shall be construed to be of such number and gender as the context requires or permits.
9. Severability. If any provision of this Assignment is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto, and the parties agree that this Assignment shall be reformed to replace such unenforceable provisions with a valid and enforceable provision that comes as close as possible to expressing the intent of the unenforceable provision.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first written above.

MyHeritage, Ltd.

By: _____

Name: Gilad Japhet

Title: CEO

Millennia Corporation

By: _____

Name: David M. Berdan

Title: President

[Signature Page to Trade Rights Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first written above.

MyHeritage, Ltd.

By: _____
Name: _____
Title: _____

Millennia Corporation

By: David M Berdan
Name: David M. Berdan
Title: President

[Signature Page to Trade Rights Assignment Agreement]

Exhibit A
Trade Rights

TRADEMARK

Trademark	Country	Official No.	Application Date	Registration Date	Class	Goods and Services	Case Status
LEGACY registered as: LEGACY	USA	3586605	Jul-31-2008	Mar-10-2009	009	Computer software for use in genealogy, and instruction manuals, sold together as a unit.	Registered