

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459077

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DNA Diagnostics Center, Inc.		06/19/2017	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Ancestry.com Operations Inc.		
Street Address:	1300 West Traverse Parkway		
City:	Lehi		
State/Country:	UTAH		
Postal Code:	84043		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3400435	ANCESTRYBYDNA	
CORRESPONDENCE DATA			
Fax Number:	6504936811		
<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:	650-493-9300		
Email:	trademarks@wsgr.com		
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI		
Address Line 1:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304-1050		
ATTORNEY DOCKET NUMBER:	53312.900 (JLD)		
NAME OF SUBMITTER:	Aaron D. Hendelman		
SIGNATURE:	/Aaron D. Hendelman/		
DATE SIGNED:	01/23/2018		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”) is dated as of June 19, 2017 (the “Effective Date”), by and between DNA Diagnostics Center, Inc., an Ohio corporation located at DNA Technology Park, One DDC Way, Fairfield, OH 45014 (“DDC”) and Ancestry.com Operations Inc., a Delaware corporation, located at 1300 West Traverse Parkway, Lehi, UT 84043 (“Ancestry”). DDC and Ancestry is each a “Party,” and are collectively the “Parties”.

WHEREAS, the Parties and Ancestry.com DNA, LLC have entered into that Trademark Acquisition and Settlement Agreement dated as of the Effective Date (the “TASA”; capitalized terms used but not defined herein shall have the definitions ascribed therein), pursuant to which DDC has assigned to Ancestry certain trademarks and related rights, in consideration for certain payments and dismissal of the Lawsuit and Cancellation Proceeding pending between the Parties; and

WHEREAS, pursuant to Section 2.2(a)(iii) of the TASA, the Parties have agreed to execute this Agreement to record the above assignment;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants contained herein and other good and valuable consideration (including that set forth in the TASA), the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DDC, on behalf of itself and its Affiliates and its and their Related Parties, hereby assigns, transfers and conveys to Ancestry, free and clear of all liens, security interests, claims and encumbrances, all of its and their worldwide right, title and interest in all of the trademarks and service marks set forth on Schedule I, all common-law rights relating thereto and the goodwill of the business symbolized thereby.
2. This Agreement is deemed valid and effective between the Parties as of the Effective Date in the countries and jurisdictions set forth on Schedule I. At a Party’s request, the other Party will take all actions and sign all additional documents that are reasonably required to validate, effect, perfect and record this Agreement in all such countries and jurisdictions and to advance its intents and purposes, the out-of-pocket costs of which shall be borne by the requesting Party.
3. This Agreement shall be governed by and interpreted according to the laws of the State of Delaware, without regard to conflicts of law principles and any dispute hereunder shall be governed by Section 9.8 of the TASA.
4. This Agreement and the TASA (together with the Exhibits hereto and thereto), represent the Parties’ entire understanding with respect to their subject matter and supersede all prior Contracts (whether written or oral) between the Parties with respect thereto. In the event of a conflict between this Agreement and the TASA, the TASA shall control.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

DNA DIAGNOSTICS CENTER, INC.

ANCESTRY.COM OPERATIONS INC.

Constance Hallquist

Name: *CONSTANCE HALLQUIST*

Title: *CEO*

Date: *6/19/17*

Cara S. Newell

Name: *Cara S. Newell*

Title: *Chief Legal Officer*

Date: *6/19/17*

TRADEMARK

REEL: 006255 FRAME: 0140

Schedule I

Trademark	Country	Registration
AncestryByDNA	U.S.	registered, no. 3,400,435