

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM531364

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Asset Purchase Agreement		
<b>RESUBMIT DOCUMENT ID:</b>	900503681		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
River Road Bio LLC		08/28/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MyHeritage Ltd.		
<b>Street Address:</b>	3 Ariel Sharon Street		
<b>City:</b>	Or Yehuda		
<b>State/Country:</b>	ISRAEL		
<b>Postal Code:</b>	60250		
<b>Entity Type:</b>	Company: ISRAEL		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3988345	SNPEDIA	
<b>Registration Number:</b>	5102684	PROMETHEASE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037607777		
<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>	6176484714		
<b>Email:</b>	hcheng@mofo.com		
<b>Correspondent Name:</b>	William Walter Gerber		
<b>Address Line 1:</b>	200 Clarendon Street		
<b>Address Line 2:</b>	Morrison & Foerster LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>ATTORNEY DOCKET NUMBER:</b>	27292-660		
<b>NAME OF SUBMITTER:</b>	William Walter Gerber		
<b>SIGNATURE:</b>	/William Walter Gerber/		
<b>DATE SIGNED:</b>	07/11/2019		
<b>Total Attachments: 6</b>			
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**TRADE RIGHTS ASSIGNMENT AGREEMENT**

This Trade Rights Assignment Agreement (this “**Assignment**”) is entered into as of August 28, 2017, by and among MyHeritage Ltd., an Israeli company (“**Buyer**”) and River Road Bio LLC, a Delaware limited liability company (“**Seller**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated August 28, 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 “**Registered 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 Registered 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 Registered 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]*

**CONFIDENTIAL**

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

**MyHeritage Ltd.**

By: 

Name: Gilad Japhet

Title: Chief Executive Officer

**River Road Bio LLC**

By: \_\_\_\_\_

Name: Greg Lennon

Title: Manager

*[Signature Page to Trade Rights Assignment Agreement]*

**CONFIDENTIAL**

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

**MyHeritage Ltd.**

By: \_\_\_\_\_  
Name: Gilad Japhet  
Title: Chief Executive Officer

**River Road Bio LLC**

By: Greg Lennon  
Name: Greg Lennon  
Title: Manager

[Signature Page to Trade Rights Assignment Agreement]

Exhibit A

**Registered Trade Rights**

**TRADEMARKS**

Trademark	Country	Official No.	Application Date	Registration Date	Class	Goods and Services	Case Status
SNPEDIA	USA	3988345	May 10, 2010	July 5, 2011	042	Providing temporary use of non-downloadable software to aid in the publication, interpretation and application of genetic information; Scientific research, namely, analysis of individual genomes; Providing temporary use of non-downloadable computer software to aid in assessing an individual's health risks and providing context and understanding of what actions can be taken to lower those risks; prevent or delay the onset of disease as well as increase overall health; Computer services, namely, creating an online community for registered users to participate in discussions, post information online, get feedback from their peers, form virtual communities, and engage in social networking related to genetics and genomics; Software as a service (SAAS) services, namely, hosting software for use by others for use in the field of genome annotation and analysis; Providing information and databases about genetic science in the nature of genetic variations and their consequences via the internet; Providing online computer databases featuring genetic science information based on aggregated results of genotyping, medical records, and/or genomic sequencing all in the fields of genetics, genomics, genotyping, phenotyping, and ancestry.	Registered
					044	Providing online computer databases featuring information based on aggregated results of genotyping, medical records, and/or genomic sequencing all in the fields of genetic testing and personalized medicine, namely health care; Providing databases and online information in the fields of health care, medicine, preventative medicine, genetics and genomics for personalized health care; Providing databases where users can access personalized medical reports in the fields of health care, medicine, preventative medicine, genetics and genomics for personalized health care; Providing a website featuring personalized health and	

						wellness information in the nature of genetic, ancestry and medical information; Providing wellness services and alerts, namely, providing personalized health and wellness information in the nature of personalized updates on genetic and health care information for personalized health and wellness information purposes and for health care purposes.	
PROMETHE ASE	USA	5102684	February 10, 2014	December 20, 2016	009	Computer software for creating genomic reports based on DNA variations and their reported associations, none of the foregoing for use by medical laboratories or for use in connection with medical research, laboratory testing, evaluation, and research services or disease management and pathology services; none of the foregoing for use by medical laboratories or for use in connection with medical research, laboratory testing, evaluation, and research services or disease management and pathology services.	Registered
					042	Software as a service (SAAS) services featuring software for creating genomic reports based on DNA variations and their reported associations; none of the foregoing for use by medical laboratories or for use in connection with medical research, laboratory testing, evaluation, and research services or disease management and pathology services.	

TRADEMARK

REEL: 006691 FRAME: 0590

RECORDED: 06/24/2019