

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612851

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANCESTRY.COM DNA, LLC		12/04/2020	Limited Liability Company: VIRGINIA
ANCESTRY.COM OPERATIONS INC.		12/04/2020	Corporation: VIRGINIA
IARCHIVES, INC.		12/04/2020	Corporation: UTAH
TGN SERVICES, LLC		12/04/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	246 Goose Lane, Suite 105
City:	Guilford
State/Country:	CONNECTICUT
Postal Code:	06437
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Registration Number:	2811399	
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:	3568993	ANCESTRY.COM
Registration Number:	3852700	ANCESTRY.COM
Registration Number:	3566509	ANCESTRY.COM
Registration Number:	4041172	
Registration Number:	5107460	ANCESTRYACADEMY
Registration Number:	4280444	ANCESTRYDNA
Registration Number:	4695096	ANCESTRYDNA
Registration Number:	5181185	

OP \$1440.00 2811399

Property Type	Number	Word Mark
Registration Number:	4773164	ANCESTRYHEALTH
Registration Number:	4885579	ANCESTRYHEALTH
Registration Number:	4916770	ANCESTRYK12
Registration Number:	5461764	ANCESTRYLIBRARY
Registration Number:	4626433	ARCHIVES
Registration Number:	4893137	DNA CIRCLES
Registration Number:	3780489	FAMILYTREE.COM
Registration Number:	5252586	FIND A GRAVE
Registration Number:	4166876	FOLD3
Registration Number:	4929196	FOLD3
Registration Number:	3704491	GENEALOGY.COM
Registration Number:	2521336	GENEALOGY.COM
Registration Number:	5823695	GENETIC COMMUNITIES
Registration Number:	4893100	HISTORICAL INSIGHTS
Registration Number:	4971576	
Registration Number:	2445499	MYFAMILY.COM
Registration Number:	4410294	N
Registration Number:	5471000	PERSONAL DISCOVERIES PROJECT
Registration Number:	5286887	PUBLISHER EXTRA
Registration Number:	4812311	ROOTSWEB
Registration Number:	3500818	ROOTSWEB
Registration Number:	3626877	
Registration Number:	5016279	THE NEXT GENERATION OF FAMILY HISTORY
Registration Number:	5504625	UNLOCK YOUR PAST. INSPIRE YOUR FUTURE
Registration Number:	5361462	WE REMEMBER
Registration Number:	5407952	WE'RE RELATED
Registration Number:	6181762	WHERE YOUR STORY GROWS
Registration Number:	6159047	MYTREETAGS
Registration Number:	6137165	THRULINES
Registration Number:	2411525	WORLD FAMILY TREE
Registration Number:	2464498	FAMILY TREE DETECTIVE
Registration Number:	3989847	WORLD FAMILY TREE
Registration Number:	2676687	
Registration Number:	4916769	ANCESTRYPROGENEALOGISTS
Registration Number:	3051870	PROGENEALOGISTS
Serial Number:	88346967	WHERE YOUR STORY GROWS
Serial Number:	88520068	MOSAIC
Serial Number:	88520075	STORYSCOUT

Property Type	Number	Word Mark
Serial Number:	88302605	THROUGHLINES
Serial Number:	88302602	TREETAGS
Serial Number:	88432072	WE MAKE HISTORY
Serial Number:	88639198	ANCESTRYHEALTH PLUS
Serial Number:	88639199	ANCESTRYHEALTH CORE

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1298420 TM D
NAME OF SUBMITTER:	Daphne Xu
SIGNATURE:	/Daphne Xu/
DATE SIGNED:	12/07/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of December 4, 2020, by ANCESTRY.COM DNA, LLC, a Virginia limited liability company, ANCESTRY.COM OPERATIONS INC., a Virginia corporation, IARCHIVES, INC., a Utah corporation, and TGN SERVICES, LLC, a Delaware limited liability company (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as notes collateral agent pursuant to the Indenture (in such capacity, the “**Notes Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of December 4, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Notes Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Notes Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantors hereby agree with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guarantee (as defined in the Indenture), each Grantor hereby pledges and grants to the Notes Collateral Agent for the benefit of the Secured Parties a security interest in all of its right, title or interest in or to any and all the following Article 9 Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interest granted to the Notes Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Notes Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Notes Collateral Agent shall, at the expense of such Grantor, without recourse, representation or warranty, execute, acknowledge, and deliver to such Grantor an instrument prepared by or on behalf of such Grantor reasonably requested by such

Grantor in writing in recordable form releasing the Lien on and Security Interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.


SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created under the Security Agreement, and the rights and remedies of the Notes Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

SECTION 7 Concerning the Notes Collateral Agent. Wilmington Trust, National Association is entering into this Trademark Security Agreement not in its individual or corporate capacity but solely in its capacity as Notes Collateral Agent under the Indenture. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Notes Collateral Agent under the Indenture, as if such rights, privileges, immunities and indemnities were expressly set forth herein.


IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement by a duly authorized officer as of the date first above written.

[Signature pages follow.]

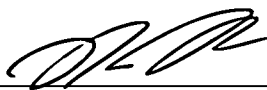
ANCESTRY.COM DNA, LLC

By: 
Name: Howard Hochhauser
Title: Vice President and Chief Financial Officer

ANCESTRY.COM OPERATIONS INC.

By: 
Name: Howard Hochhauser
Title: Chief Financial Officer, Chief Accounting Officer and Chief Operating Officer

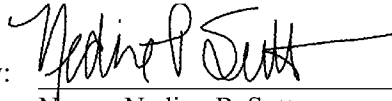
IARCHIVES, INC.

By: 
Name: Howard Hochhauser
Title: President, Chief Financial Officer, Chief Accounting Officer and Chief Operating Officer

TGN SERVICES, LLC

By: 
Name: Howard Hochhauser
Title: President and Chief Financial Officer

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: 

Name: Nedine P. Sutton

Title: Vice President

Schedule I

U.S. Trademark Registrations and Applications

Mark	Application #	Registration Date	Registration #	Registered Owner
Tree Design	76/400,082	2/3/2004	2,811,399	ANCESTRY.COM DNA, LLC
ALL IN ONE TREE	75/683,969	9/4/2001	2,485,781	ANCESTRY.COM OPERATIONS INC.
ANCESTRY	73/609,860	1/16/1990	1,577,711	ANCESTRY.COM OPERATIONS INC.
ANCESTRY & Design	86/134,209	4/7/2015	4,717,504	ANCESTRY.COM OPERATIONS INC.
ANCESTRY DAY	86/804,730	6/14/2016	4,978,110	ANCESTRY.COM OPERATIONS INC.
ANCESTRY HINTS	86/495,106	3/15/2016	4,917,216	ANCESTRY.COM OPERATIONS INC.
ANCESTRY.COM	77/283,850	2/3/2009	3,568,993	ANCESTRY.COM OPERATIONS INC.
ANCESTRY.COM	77/894,021	9/28/2010	3,852,700	ANCESTRY.COM OPERATIONS INC.
ANCESTRY.COM & Design	77/235,261	1/27/2009	3,566,509	ANCESTRY.COM OPERATIONS INC.
Ancestry.com Acorn Leaf Design	85/251,011	10/18/2011	4,041,172	ANCESTRY.COM OPERATIONS INC.
ANCESTRYACADEMY & Design	86/672,668	12/27/2016	5,107,460	ANCESTRY.COM OPERATIONS INC.
ANCESTRYDNA	85/386,120	1/22/2013	4,280,444	ANCESTRY.COM OPERATIONS INC.
ancestryDNA & Design	86/321,640	3/3/2015	4,695,096	ANCESTRY.COM OPERATIONS INC.

Mark	Application #	Registration Date	Registration #	Registered Owner
AncestryDNA Icon Logo	87/160,144	4/11/2017	5,181,185	ANCESTRY.COM OPERATIONS INC.
ANCESTRYHEALTH	85/386,112	7/14/2015	4,773,164	ANCESTRY.COM OPERATIONS INC.
ANCESTRYHEALTH & Design	86/656,072	1/12/2016	4,885,579	ANCESTRY.COM OPERATIONS INC.
ANCESTRYK12	86/433,973	3/15/2016	4,916,770	ANCESTRY.COM OPERATIONS INC.
ANCESTRYLIBRARY	87/222,683	5/8/2018	5,461,764	ANCESTRY.COM OPERATIONS INC.
ARCHIVES	85/912,191	10/21/2014	4,626,433	ANCESTRY.COM OPERATIONS INC.
DNA CIRCLES	86/702,287	1/26/2016	4,893,137	ANCESTRY.COM OPERATIONS INC.
FAMILYTREE.COM & Design	77/794,800	4/27/2010	3,780,489	ANCESTRY.COM OPERATIONS INC.
FIND A GRAVE	86/339,891	7/25/2017	5,252,586	ANCESTRY.COM OPERATIONS INC.
FOLD3	85/386,117	7/3/2012	4,166,876	ANCESTRY.COM OPERATIONS INC.
FOLD3 & Design	86/699,430	3/29/2016	4,929,196	ANCESTRY.COM OPERATIONS INC.
GENEALOGLY.COM & Design	77/609,642	11/3/2009	3,704,491	ANCESTRY.COM OPERATIONS INC.
GENEALOGY.COM	75/784,431	12/18/2001	2,521,336	ANCESTRY.COM OPERATIONS INC.
GENETIC COMMUNITIES	88/291,332	7/30/2019	5,823,695	ANCESTRY.COM OPERATIONS INC.
HISTORICAL INSIGHTS	86/682,955	1/26/2016	4,893,100	ANCESTRY.COM OPERATIONS INC.

Mark	Application #	Registration Date	Registration #	Registered Owner
Leaf Design	86/554,034	6/7/2016	4,971,576	ANCESTRY.COM OPERATIONS INC.
MYFAMILY.COM	75/546,061	4/24/2001	2,445,499	ANCESTRY.COM OPERATIONS INC.
N (Stylized)	85/825,954	10/1/2013	4,410,294	ANCESTRY.COM OPERATIONS INC.
PERSONAL DISCOVERIES PROJECT	87/398,495	5/15/2018	5,471,000	ANCESTRY.COM OPERATIONS INC.
PUBLISHER EXTRA	86/783,027	9/12/2017	5,286,887	ANCESTRY.COM OPERATIONS INC.
ROOTSWEB	86/531,152	9/15/2015	4,812,311	ANCESTRY.COM OPERATIONS INC.
ROOTSWEB & Design	77/235,205	9/16/2008	3,500,818	ANCESTRY.COM OPERATIONS INC.
Shaky Leaf Design	77/599,274	5/26/2009	3,626,877	ANCESTRY.COM OPERATIONS INC.
THE NEXT GENERATION OF FAMILY HISTORY	86/779,772	8/9/2016	5,016,279	ANCESTRY.COM OPERATIONS INC.
UNLOCK YOUR PAST. INSPIRE YOUR FUTURE	87/504,764	6/26/2018	5,504,625	ANCESTRY.COM OPERATIONS INC.
WE REMEMBER	87/398,496	12/19/2017	5,361,462	ANCESTRY.COM OPERATIONS INC.
WE'RE RELATED	86/780,671	2/20/2018	5,407,952	ANCESTRY.COM OPERATIONS INC.
WHERE YOUR STORY GROWS	88/346,967	Pending (ITU)	Pending (ITU)	ANCESTRY.COM OPERATIONS INC.
WHERE YOUR STORY GROWS	88/978,713	10/20/2020	6181762	ANCESTRY.COM OPERATIONS INC.

Mark	Application #	Registration Date	Registration #	Registered Owner
MYTREETAGS	88/302,604	9/22/2020	6,159,047	ANCESTRY.COM OPERATIONS INC.
THRULINES	88/302,607	8/25/2020	6,137,165	ANCESTRY.COM OPERATIONS INC.
WORLD FAMILY TREE	75694242	12/05/2000	2,411,525	ANCESTRY.COM OPERATIONS INC.
FAMILY TREE DETECTIVE	75784543	06/26/2001	2,464,498	ANCESTRY.COM OPERATIONS INC.
WORLD FAMILY TREE	85190186	7/5/2011	3,989,847	ANCESTRY.COM OPERATIONS INC.
MOSAIC	88/520,068	Pending (ITU)	Pending (ITU)	ANCESTRY.COM OPERATIONS INC.
STORYSCOUT	88/520,075	Pending (ITU)	Pending (ITU)	ANCESTRY.COM OPERATIONS INC.
THROUGHLINES	88/302,605	Pending (ITU)	Pending (ITU)	ANCESTRY.COM OPERATIONS INC.
TREETAGS	88/302,602	Pending (ITU)	Pending (ITU)	ANCESTRY.COM OPERATIONS INC.
WE MAKE HISTORY	88/432,072	Pending (ITU)	Pending (ITU)	ANCESTRY.COM OPERATIONS INC.
ANCESTRYHEALTH PLUS	88/639,198	Pending (ITU)	Pending (ITU)	ANCESTRY.COM OPERATIONS INC.
ANCESTRYHEALTH CORE	88/639,199	Pending (ITU)	Pending (ITU)	ANCESTRY.COM OPERATIONS INC.
Print Media Design	76/265,393	1/21/2003	2,676,687	iArchives, Inc.
ANCESTRYPROGENEALOGISTS	86/433,558	3/15/2016	4,916,769	TGN SERVICES, LLC
PROGENEALOGISTS	78/500,167	1/24/2006	3,051,870	TGN SERVICES, LLC

TRADEMARK