# CH \$265.00 44870

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM618156

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY - TRADEMARKS	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Gene by Gene, Ltd		01/04/2021	Limited Partnership: TEXAS	

# **RECEIVING PARTY DATA**

Name:	Cerberus Business Finance Agency, LLC, as the Collateral Agent		
Street Address:	875 Third Avenue		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		

# **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	4487072	GENEBYGENE
Registration Number:	3766541	FAMILYTREEDNA
Registration Number:	3695204	FAMILY TREE DNA
Registration Number:	5412558	DNAREADY
Registration Number:	5302481	MYORIGINS
Registration Number:	4955657	MITOSEARCH
Registration Number:	5709600	GENOMX
Registration Number:	5026909	FAMILYFIRST
Registration Number:	4702414	WHAT'S IN MY GENES
Registration Number:	4702413	WHAT'S IN YOUR GENES

# CORRESPONDENCE DATA

**Fax Number:** 2125935955

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:** 2127562132

**Email:** scott.kareff@srz.com

Correspondent Name: S. KAREFF C/O SCHULTE ROTH & ZABEL LLP

Address Line 1: 919 THIRD AVENUE

Address Line 2: 25TH FLOOR

Address Line 4: NEW YORK, NEW YORK 10022

TRADEMARK REEL: 007154 FRAME: 0352

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ATTORNEY DOCKET NUMBER:	014951.2011	
NAME OF SUBMITTER:	SCOTT KAREFF(014951.2011)	
SIGNATURE:	/rr for sk/	
<b>DATE SIGNED:</b> 01/04/2021		
Total Attachments: 3		

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### ASSIGNMENT FOR SECURITY - TRADEMARKS

WHEREAS, Gene by Gene, Ltd (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated January 4, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cerberus Business Finance Agency, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of January 4, 2021

Gene by Gene, Ltd. By: Genealogy by Genetics GP, LLC, its general partner

Bv:

Name: Lior Rauchberger

Title: Manager

# SCHEDULE A TO ASSIGNMENT FOR SECURITY

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
Gene by Gene, Ltd.	USA	GeneByGene	Trade Mark Number: 4487072	21 Sept 2012	25 Feb 2014
Gene by Gene, Ltd.	USA	FamilyTreeDNA	Trade Mark Number: 3766541	15 June 2009	30 Mar 2010
Gene by Gene, Ltd.	USA	Family Tree DNA	Trade Mark Number: 3695204	17 Feb 2009	13 Oct 2009
Gene by Gene, Ltd.	USA	DNAReady	Trade Mark Number: 5412558	2 Aug 2017	27 Feb 2018
Gene by Gene, Ltd.	USA	MyOrigins	Trade Mark Number: 5302481	15 Apr 2016	3 Oct 2017
Gene by Gene, Ltd.	USA	MitoSearch	Trade Mark Number: 4955657	25 Sept 2015	10 May2016
Gene by Gene, Ltd.	USA	GenomX	Trade Mark Number: 5709600	13 Aug 2018	8 Jan 2019
Gene by Gene, Ltd.	USA	FamilyFirst	Trade Mark Number: 5026909	14 Jan 2016	7 Jun 2016
Gene by Gene, Ltd.	USA	What's In My Genes	Trade Mark Number: 4702414	28 Jan 2014	17 Mar 2015
Gene by Gene, Ltd.	USA	What's In Your Genes	Trade Mark Number: 4702413	28 Jan 2014	17 Mar 2015

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**RECORDED: 01/04/2021** 

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