

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695726

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANCESTRY.COM OPERATIONS INC.		12/17/2021	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	97098294	WE MAKE HISTORY	
Serial Number:	90736741	2 LIES & A LEAF	
Serial Number:	90367404	ANCESTRY	
Serial Number:	90842345	FOLD3 WARSTORIES	
Serial Number:	90733229	KIDSPLAINING	
Serial Number:	97071903	QUESTIONS AND ANCESTORS	
Registration Number:	6535189		
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1552738		

OP \$190.00 97098294

NAME OF SUBMITTER:	Jenny Lim
SIGNATURE:	/Jenny Lim/
DATE SIGNED:	12/17/2021
Total Attachments: 5 source=3. Ancestry - Trademark Security Agreement (Notes) [Executed]#page2.tif source=3. Ancestry - Trademark Security Agreement (Notes) [Executed]#page3.tif source=3. Ancestry - Trademark Security Agreement (Notes) [Executed]#page4.tif source=3. Ancestry - Trademark Security Agreement (Notes) [Executed]#page5.tif source=3. Ancestry - Trademark Security Agreement (Notes) [Executed]#page6.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of December 17, 2021, by ANCESTRY.COM OPERATIONS INC., a Virginia corporation (the “**Grantor**”), 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 Grantor is 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 Grantor is 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 Grantor hereby agrees 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), the 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 the Grantor:

(a) all Trademark registrations and applications of the 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 Grantor hereby acknowledges and affirms 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 the Grantor, without recourse, representation or warranty, execute, acknowledge, and deliver to the Grantor an instrument prepared by or on behalf of the Grantor reasonably requested by the 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.

[Signature pages follow.]


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

ANCESTRY.COM OPERATIONS INC.

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

[Signature Page to Trademark Security Agreement]

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: 
Name: Arlene Thelwell
Title: Vice President

[Signature Page to Trademark Security Agreement]

Schedule I

U.S. Trademark Registrations and Applications

Mark	Application #	Registration Date	Registration #	Registered Owner
Ancestry.com Acorn Leaf Design (black & white)	90/367,405	10/26/2021	6,535,189	ANCESTRY.COM OPERATIONS INC.
WE MAKE HISTORY	97/098,294	Pending	Pending	ANCESTRY.COM OPERATIONS INC.
2 LIES & A LEAF	90/736,741	Pending	Pending	ANCESTRY.COM OPERATIONS INC.
ANCESTRY & Design (black & white)	90/367,404	Pending	Pending	ANCESTRY.COM OPERATIONS INC.
FOLD3 WARSTORIES	90/842,345	Pending	Pending	ANCESTRY.COM OPERATIONS INC.
KIDSPLAINING	90/733,229	Pending	Pending	ANCESTRY.COM OPERATIONS INC.
QUESTIONS AND ANCESTORS	97/071,903	Pending	Pending	ANCESTRY.COM OPERATIONS INC.