

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Geni, Inc.		11/15/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MyHeritage, Ltd.		
Street Address:	3 Ariel Sharon Street, 4th Floor		
City:	Or Yehuda		
State/Country:	ISRAEL		
Postal Code:	60250		
Entity Type:	COMPANY: ISRAEL		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3412118	GENI	
Registration Number:	3415014	GENI	
CORRESPONDENCE DATA			
Fax Number:	2136122499		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213-629-2020		
Email:	lpartmann@orrick.com		
Correspondent Name:	Andrew H. Erskine		
Address Line 1:	777 South Figueroa Street, Suite 3200		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90017-5855		
ATTORNEY DOCKET NUMBER:	18165.5		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$65.00 3412118

Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Andrew H. Erskine
Signature:	/Andrew H. Erskine/
Date:	12/03/2012

**Total Attachments: 5**

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## TRADE RIGHTS ASSIGNMENT AGREEMENT

This Trade Rights Assignment Agreement (this "Assignment") is entered into as of November 15, 2012, by and among MyHeritage, Ltd., an Israeli company ("Buyer") and Geni, Inc., a Delaware corporation ("Seller").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated November 15, 2012, by and among Buyer and Seller (the "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 Purchase Agreement, the Trade Rights included in the Purchased Assets that are identified in the attached Exhibit A (the "Trade Rights");

WHEREAS, the execution and delivery of this Assignment is required by Sections 1.1(a) and 10.1(i) of the Purchase Agreement; and

WHEREAS, contemporaneously herewith, Buyer and Seller are entering into a Bill of Sale (the "Bill of Sale") and Assignment 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 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, convey 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 Trade Rights.
2. Definitions. Each capitalized term used but not defined in this Assignment shall have the meaning ascribed to it in the 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 Purchase Agreement nor shall this Assignment reduce, expand or enlarge any remedies under the Purchase Agreement. This Assignment is intended only to evidence the assignment and assumption from Seller to Buyer of the Trade Rights as of the Closing pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement. The terms of the Purchase Agreement are incorporated herein by this reference. In the event of a conflict or an inconsistency between this Assignment and the Purchase Agreement, the terms of the 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 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 California applicable to Contracts executed, delivered and fully performed within the State of California, 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 Follows]

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

**SELLER:**

GENI, INC.

a Delaware corporation

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

Name: Noah Turak

Title: CEO

**BUYER:**

MYHERITAGE, LTD.,

An Israeli company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**SELLER:**

GENI, INC.,

a Delaware corporation

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

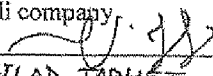
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BUYER:**

MYHERITAGE, LTD.,

An Israeli company

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

Name: GILAD JAPHET

Title: CEO

## SCHEDULE A

### Trade Rights

#### TRADEMARKS

Trademark	Country	Official No.	Application Date	Registration Date	Class	Goods and Services	Case Status
GENI	USA	3412118	Oct-11-2006	Apr-15-2008	42	Providing a website featuring information on genealogy and genealogical research; providing a website that allows users to research genealogy and family history and to create a genealogical history and family tree.	Registered
GENI	USA	3415014	Oct-11-2006	Apr-22-2008	38	Providing on-line forums for transmission of messages among computer users concerning genealogy and family history.	Registered

#### ISSUED U.S. PATENTS

Country	Patent No.	Title	Issuance Date
United States	8224862 B2	System and Method for a Networked Viral Family Tree	Issued on July 17, 2012

#### PENDING PATENT APPLICATIONS

Country	Patent Application Name	Serial No.	Status
European Patent Office (PCT)	System and Method for a Networked Viral Family Tree	PCT/US2008/051020	Filed January 12, 2007 Office Action received May 25, 2012 Response due November 25, 2012

#### COPYRIGHTS

Work	Country	Registration No.	Registration Date	Case Status
Genealogy Software	United States of America	TXu1-336-970	Jun-01-2007	Registered