

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027



06-04-2003

U.S. Department of Commerce
Patent and Trademark Office
PATENT



102463619

RECC

FORM COVER SHEET
PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

5-30-03

- ☒ New
☐ Resubmission (Non-Recordation)
Document ID#
☐ Correction of PTO Error
Reel # Frame #
☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☒ Security Agreement
☐ License ☐ Change of Name
☐ Merger ☐ Other

U.S. Government

For Use ONLY by U.S. Government Agencies

- ☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name (line 1) MYFAMILY.COM, INC.

5/15/02

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) COMERICA BANK-CALIFORNIA

Name (line 2)

Address (line 1) 9920 S. La Cienega Blvd.

Address (line 2) Suite 1401

Address (line 3) Inglewood

City

California/U.S.A.

State/Country

90301

Zip Code

If document to be recorded
is an assignment and the
receiving party is not
domiciled in the United
States, an appointment
of a domestic
representative is attached.
(Designation must be a
separate document from
Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to the Commissioner for Patents, Washington, D.C. 20231 on May 21, 2003.

06/03/2003 DBYRME 00000176 09585769

01 FC:0021

240.00 DP

By:

Joshua A. Smith

PATENT

Correspondent Name and Address

Area Code and Telephone Number

(720) 566-4000

Name Cooley Godward LLP

Address (line 1) 380 Interlocken Crescent

Address (line 2) Suite 900

Address (line 3)

Address (line 4) Broomfield, CO 80021-8023

Pages

Enter total number of pages of the attached conveyance document including any attachments.

7

Application Number(s) or Patent Number(s)



Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

09585769

09571102

10247806

10247787

10247273

10247769

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

6

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 240.00

Method of Payment:
Deposit Account

Enclosed



Deposit Account



(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

03-3117

Authorization to charge additional fees:

Yes



No

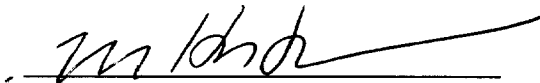


Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Andrew Hartman Esq.

Name of Person Signing



Signature

May 21, 2003

Date

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 15, 2003 by and between COMERICA BANK-CALIFORNIA ("**Bank**") and MYFAMILY.COM, INC., a Delaware corporation (the "**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor, dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, **THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the

exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable other than those applications other than those applications or registrations assigned to Grantor from Genealogy.com, LLC, a Delaware limited liability company.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

MYFAMILY.COM, INC.

360 W 4800 N
Provo, UT 84604

By: [Signature]

Title: CFO

BANK:

Address of Bank:

COMERICA BANK-CALIFORNIA

9920 S. LaCienga Blvd., Suite 1401
Inglewood, CA 90301

By: _____

Title: _____

Attn: Manager

exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable other than those applications other than those applications or registrations assigned to Grantor from Genealogy.com, LLC, a Delaware limited liability company.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

MYFAMILY.COM, INC.

360 W 4800 N
Provo, UT 84604

By: _____


Title: _____

BANK:

Address of Bank:

COMERICA BANK-CALIFORNIA

9920 S. LaCienga Blvd., Suite 1401
Inglewood, CA 90301

By:  _____

Title: VP _____

Attn: Manager

EXHIBIT A

COPYRIGHTS

Description	Registration Number	Registration Date
Ancestry's Guide to Research: Case Studies in American Genealogy	TX-1-532-033	2/26/1985
The Source: A Guidebook of American Genealogy	TX-1-410-050	4/6/1984
Computer Genalogy: A Guide to Research through High Technology	TX-1-532-034	2/26/1985
Wuerttemberg Emigration Index, Volume One	TX-1-958,025	8/18/1986
Summer Soldiers: A Survey & Index of Revolutionary War Courts-Martial	TX-1-930-939	8/18/1986
Confederate Research Sources: A Guide to Archive Collections	TX-2-029-967	3/23/1987
Apprentices of Connecticut, 1637-1900	TX-2-029-113	3/23/1987
Pitfalls in Genalogical Research	TX-2-024-972	3/23/1987
Plymouth Colony: Its History & People, 1620-1691	TX-2-019-887	3/23/1987
Wuerttemberg Emigration Index, Volume II	TX-2-022-952	3/23/1987
Wuerttemberg Emigration Index, Volume III	TX-2-301-885	3/23/1988
Wuerttemberg Emigration Index, Volume IV	TX-2-316-613	5/13/1988
The LIBRARY: A Guide to the LDS Family History Library		3/23/1988
Writing the Family Narrative	TX-2-331-616	3/23/1988
The ARCHIVES: A Guide to the National Archives Field Branches		5/12/1988
Killing Cousins	TX-2-767-375	2/21/1990
The Library of Congress: A Guide to Genealogical and Historical Research		2/21/1990

The LIBRARY OF CONGRESS: A Guide to
Genealogical and Historical Research

4/6/1990

Ancestry's Red Book: American State, County and Town Sources TX-2-764-969 2/20/1990

Ancestry's Concise Genealogical Dictionary TX-2-798-605 4/6/1990

Apprentices of Virginia, 1623-1800 TX-2-831-110 4/10/1990

Video Family History TX-2-851-525 4/18/1990

Ancestry Newsletter TX-1-743-375 6/27/1986

Ancestry Newsletter TX-715-185: 12/10/1985
TX-1-716-317

Ancestry Newsletter TX-1-620- 7/25/1985
991: TX-1-
620-992

Ancestry Newsletter TX-1-581-420 4/22/1985
– TX-1-581-
425

EXHIBIT B**PATENTS**

Description	Registration/ Application Number	Registration/ Application Date
Systems and Methods for Relative Message Addressing	09/585,769	June 2, 2000
Systems and Methods for Creating and Delivering Electronic Cards	09/571,102	May 15, 2000
System & Methods for Identifying Users & Providing Access to Information in a Network Environment	10/247806	Sep 19,2002
Systems & Methods for Storing & Retrieving Data in a Web Server Environment	10/247787	Sep 19, 2002
Systems & Methods for Partitioning Data on Multiple Servers	10/247273	Sep 19, 2002
Systems & Methods for Displaying Statistical Information on a Web Page	10/247769	Sep 19, 2002

EXHIBIT C

TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
ANCESTRY	1,577,711	1/16/1990
MYFAMILY.COM	2,445,499	4/24/2001