

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
The Generations Network, Inc.	12/05/2007

RECEIVING PARTY DATA

Name:	CIT Lending Services Corporation
Street Address:	One CIT Drive
City:	Livingston
State/Country:	NEW JERSEY
Postal Code:	07039

PROPERTY NUMBERS Total: 18

Property Type	Number
Patent Number:	7249129
Patent Number:	7111144
Application Number:	11777215
Application Number:	11188137
Application Number:	11841268
Application Number:	11617466
Application Number:	10748441
Application Number:	11750191
Application Number:	11388231
Application Number:	11342251
Application Number:	11560026
Application Number:	10748442
Application Number:	60938389
Application Number:	10247769
Application Number:	10247806

PATENT

500414321

REEL: 020206 FRAME: 0664

CH \$720.00 7249129

Application Number:	10247273
Application Number:	11845635
Application Number:	11844443

CORRESPONDENCE DATA

Fax Number: (617)227-4420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	23666.0224
NAME OF SUBMITTER:	Jessica Davis

Total Attachments: 6
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of December 5, 2007, is between the undersigned ("Grantor") and **CIT LENDING SERVICES CORPORATION**, in its capacity as Administrative Agent with an address of One CIT Drive, Livingston, New Jersey 07039 (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, each Debtor is either a borrower or a guarantor under the terms of, or in respect to Obligations described in, that certain Credit and Guaranty Agreement of even date herewith (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto (the "Lenders"), the L/C Issuer referred to therein (the "L/C Issuer"), **BANK OF MONTREAL, CHICAGO BRANCH**, as Syndication Agent, **DEUTSCHE BANK TRUST COMPANY AMERICAS**, as Documentation Agent, **CHURCHILL FINANCIAL, LLC**, as Co-Documentation Agent, **BMO CAPITAL MARKETS, DEUTSCHE BANK TRUST COMPANY AMERICAS** and **CIT CAPITAL SECURITIES, LLC**, as Co-Lead Arrangers, and **BMO CAPITAL MARKETS** and **CIT CAPITAL SECURITIES, LLC**, as Co-Book Runners, and the Administrative Agent, pursuant to which (a) the Lenders agreed, subject to the terms and conditions set forth therein, to make certain Loans (as defined in the Credit Agreement) to the Borrower and (b) the L/C Issuer may from time to time, subject to the terms and conditions set forth therein, issue Letters of Credit (as defined in the Credit Agreement) for the account of any Loan Party (other than Holdings);

WHEREAS, the Secured Hedge Providers may enter into Secured Hedge Agreements with any Loan Party from time to time;

WHEREAS, pursuant to the Security Agreement, dated as December 5, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor, the other Grantors party thereto and the Administrative Agent, Grantor granted to the Administrative Agent a security interest in and continuing lien on, all of Grantor's right, title and interest in all of its Collateral (as defined in the Security Agreement), including the Patent Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration demand, or otherwise, of all Secured Obligations (as defined in the Security Agreement) including the obligations of the Loan Parties under the Credit Agreement;

WHEREAS, the parties to the Credit Agreement contemplate and intend that, the Administrative Agent shall have all rights of a secured party in and to the Patent Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement in connection with all of Grantor's right, title and interest in the Patent Collateral; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees 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 Patents

Grantor hereby grants to the Administrative Agent a security interest in, and continuing lien on, all of Grantor's right, title and interest in the Patents, including the Patents listed in Schedule A, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "Patent Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Patent Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent on behalf of and for the ratable benefit of the Lenders, pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

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IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

THE GENERATIONS NETWORK, INC.

By: 

Name: Tim Sullivan

Title: President and Chief Executive Officer

[Signature Page to Patent Security Agreement]

ADMINISTRATIVE AGENT:

CIT LENDING SERVICES CORPORATION

By: Marcy Dean
Name: Marcy Dean
Title: Vice President

[Signature Page to Patent Security Agreement]

**SCHEDULE A
TO
PATENT SECURITY AGREEMENT**

<u>Owner</u>	<u>Title</u>	<u>Publication/ Patent No.</u>	<u>Issue Date</u>	<u>Applicatio n/ Serial No.</u>	<u>Filing Date</u>
The Generations Network, Inc.	Correlating genealogy records systems and methods	7249129	7/24/07	10748439	12/29/03
The Generations Network, Inc.	Systems and methods for storing and retrieving data in a web server environment	7111144	9/19/06	10247787	9/19/02
The Generations Network, Inc.	Correlating genealogy records systems and methods			11777215	7/12/07
The Generations Network, Inc.	Adaptive contrast control systems and methods	20070019881		11188137	7/21/05
	Computer assisted image cropping for book scans			11841268	8/20/07
	Dual page Apex-Bed scanner			11/617466	12/28/06
The Generations Network, Inc.	Genealogical investigation and documentation systems and methods	20050147947		10748441	12/29/2003
	Image quality monitoring and tagging at scan time			11750191	5/17/07
The Generations Network, Inc.	Image watermarking systems and methods	20070223779		11388231	3/22/06
The Generations Network, Inc.	Local installation of remote software systems and methods	20070174422		11342251	1/26/06
The Generations Network, Inc.	Multiple image input for optical character recognition processing systems and methods	20070211942		11560026	11/15/06

<u>Owner</u>	<u>Title</u>	<u>Publication/ Patent No.</u>	<u>Issue Date</u>	<u>Applicatio n/ Serial No.</u>	<u>Filing Date</u>
The Generations Network, Inc.	Providing alternatives within a family tree systems and methods	20050149497		10748442	12/29/03
The Generations Network, Inc.	Screen-scrape and merge of specific data from web pages for inclusion in an offline personal productivity program			60938389	5/16/07
The Generations Network, Inc.	Systems and methods for displaying statistical information on a web page	20040059997		10247769	9/19/02
The Generations Network, Inc.	Systems and methods for identifying users and providing access to information in a network environment	20040059941		10247806	9/19/02
The Generations Network, Inc.	Systems and methods for partitioning data on multiple servers	20040059757		10247273	9/19/02
The Generations Network, Inc.	User interface methods and systems for image brightness and contrast	002400US		11845635	8/27/07
The Generations Network, Inc.	User interface method for skew correction	002500US		11844443	8/24/07