

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3943763

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ADPAY, INC.	06/30/2016
RECEIVING PARTY DATA	
Name:	MORGAN STANLEY SENIOR FUNDING, INC., AS COLLATERAL AGENT
Street Address:	1300 THAMES STREET, 4TH FLOOR
Internal Address:	THAMES STREET WHARF
City:	BALTIMORE
State/Country:	MARYLAND
Postal Code:	21231
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7191147
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	800-713-0755
Email:	Michael.Violet@wolterskluwer.com
Correspondent Name:	MICHAEL VIOLET
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/ELAINE CARRERA/
DATE SIGNED:	06/30/2016
Total Attachments: 6	
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (this "Agreement"), dated as of June 30, 2016, made by Adpay, Inc. (the "Pledgor") in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (together with its successors, in such capacity, the "Collateral Agent").

Reference is made to (a) the Pledge and Security Agreement dated as of August 28, 2015 (as amended, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), among the Grantors and the Collateral Agent and (b) the Credit and Guaranty Agreement dated as of August 28, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Ancestry.com LLC, a Delaware limited liability company ("Holdings") Ancestry US Holdings Inc., a Delaware corporation ("U.S. Holdings"), Ancestry.com Inc., a Delaware corporation (the "Borrower"), the Subsidiary Guarantors from time to time party thereto, the several banks, financial institutions, institutional investors and other entities from time to time parties to the Credit Agreement, as lenders or holders of the Loans (the "Lenders") and issuers of Letters of Credit, and Morgan Stanley Senior Funding, Inc., as Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Pursuant to the Pledge and Security Agreement, the Pledgor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined in this Agreement has the meaning given or ascribed to it in the Pledge and Security Agreement. The rules of construction specified in Section 1.2 of the Pledge and Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Pledgor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

(a) all United States and foreign patents and applications for letters patent throughout the world, including, but not limited to, any of the foregoing referred to on Schedule I, and all rights corresponding thereto throughout the world;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, and reexaminations of any of the foregoing;

(c) the right to sue for past, present and future infringements of any of the foregoing; and

(d) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Pledgor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. Guarantee and Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Pledge and Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern, and for the avoidance of doubt, Patent Collateral shall not include any Excluded Assets.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic means, including PDF), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, EXCEPT FOR NEW YORK GENERAL OBLIGATIONS LAW SECTIONS 5-1401 AND 5-1402).

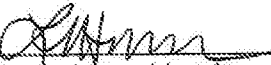
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ADPAY, INC.

By: 
Name: Howard Hochhauser
Title: Chief Financial Officer

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: Lisa Hansen
Title: Authorized Signatory

[Signature Page to Patent Security Agreement]

PATENTS

Patents

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Patent No.</u>
Adpay, Inc.	Facilitating the Sale of Ad Items Via the Internet	10/866,228	6/10/2004	3/13/2007	7,191,147

Patent Applications.

None.

Patent Licenses:

None.