

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CORRECTIVE TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN SPECIFIED TRADEMARK RIGHTS		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent		01/03/2017	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	ANCESTRY.COM OPERATIONS INC., predecessor-in-interest to SOFTWARE MACKIEV COMPANY		
Street Address:	1300 W. Traverse Pkwy		
City:	Lehi		
State/Country:	UTAH		
Postal Code:	84043		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3189168	FAMILY TREE MAKER	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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:	(650) 251-5094		
Email:	jmull@stblaw.com		
Correspondent Name:	Linda Nyberg		
Address Line 1:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	002707/0002		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	01/04/2017		
Total Attachments: 4			
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**CORRECTIVE TERMINATION AND RELEASE OF SECOND LIEN
SECURITY INTEREST IN SPECIFIED TRADEMARK RIGHTS**

CORRECTIVE TERMINATION AND RELEASE (“Corrective Release”), dated as of January 3, 2017, from DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (in such capacity and together with successors in such capacity, the “Collateral Agent”), to ANCESTRY.COM OPERATIONS INC., predecessor-in-interest to SOFTWARE MACKIEV COMPANY (the “Obligor”). Capitalized terms used in this Corrective Release and not otherwise defined herein have the meanings specified in the Security Agreement (defined below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Collateral Agreement, dated as of October 19, 2016, made by the Grantors (as defined therein) in favor of the Collateral Agent (the “Collateral Agreement”), a Security Interest was granted by the Grantors to the Collateral Agent in certain collateral, including the Trademark Collateral;

WHEREAS, pursuant to that certain Second Lien Trademark Security Agreement, dated as of October 19, 2016, among the Collateral Agent and the Grantors (the “Security Agreement”), Obligor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Collateral Agent in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 24, 2016, at Reel 5910 and Frame 0397; and

WHEREAS, a Security Interest in the Trademark listed on Schedule A attached here (the “Specified Trademark”) was mistakenly granted pursuant to the Security Agreement; and

WHEREAS, the Obligor has requested that the Collateral Agent terminate and release, and the Collateral Agent is willing to terminate and release, the entirety of the Collateral Agent’s Security Interest in the Obligor’s right, title and interest in and to the Specified Trademark to correct such mistaken grant.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Collateral Agent hereby states as follows:

1. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges its Security Interest in the Specified Trademark, and any right, title or interest of the Collateral Agent in such Specified Trademark shall hereby cease and become void.
2. Retained Collateral. This Corrective Release is applicable only to the Specified Trademark and to no other Collateral arising under the Security Agreement (such other Collateral, the “Retained Collateral”). The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Collateral Agent under the Collateral

Agreement and the Security Agreement with respect to all such Retained Collateral, and the Collateral Agent's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Corrective Release. The Security Agreement and Collateral Agreement shall remain in full force and effect in accordance with their terms.

3. Recordation. The Collateral Agent authorizes and requests that the Commissioner for Trademarks at the United States Patent and Trademark Office or any other applicable government officer record this Corrective Release.

4. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

5. Counterparts. This Corrective Release 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 contract. Delivery of an executed signature page to this Corrective Release by facsimile or other electronic transmission shall be effective as delivery of a mutually signed counterpart of this Corrective Release.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Corrective Release by its duly authorized officer as of the date first above written.

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Marcus Markington
Title: Director

By: 
Name: Peter Cucchiara
Title: Vice President

[Signature Page to Corrective Termination and Release of Second Lien Security Interest in Specified Trademark Rights]

TRADEMARK
REEL: 005959 FRAME: 0750

Schedule A

Specified Trademark

Mark	Registration Number
FAMILY TREE MAKER	3,189,168