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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): MyTeam.com, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: The Active Network, Inc. Internal Address: Street Address: 1020 Prospect Street, Suite 250 City: La Jolla State: CA Zip: 92037 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: January 8, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/623,084; 75/792,077; 75/880,755; 76/135,618; 76/136,097 B. Trademark Registration No.(s) Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 5

5. Name and address of party to whom correspondence concerning document should be mailed: Name: MATTHEW A. NEWBOLES Internal Address: STETINA BRUNDA GARRED & BRUCKER Street Address: 75 ENTERPRISE, SUITE 250 City: ALISO VIEJO State: CA Zip: 92656

7. Total fee (37 CFR 3.41) \$ 140.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: Deposit Account Number 19-4330 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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. MATTHEW A. NEWBOLES Name of Person Signing Signature Date 3/5/04

Total number of pages including cover sheet, attachments, and document: Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks Box Assignments Washington, D.C. 20231

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**NUNC PRO TUNC ASSIGNMENT
OF TRADEMARKS AND THE
UNITED STATES REGISTRATIONS THEREOF
AND APPLICATIONS THEREFOR**

This assignment is made by and between Myteam.com, Inc., a Delaware corporation, having a principal place of business at 500 Unicorn Park Drive, Ste. 300, Woburn, Massachusetts 01801 (hereinafter "Assignor") and The Active Network, Inc., a Delaware corporation, having a principal place of business at 1020 Prospect Street, Ste. 250, La Jolla, California 92037 (hereinafter "Assignee").

WHEREAS, effective as of November 29, 2001 (the "effective date"), Assignee merged with Assignor and Assignee was the surviving company. As a result of such merger, Assignee acquired all of the assets of Assignor, including all intellectual property rights owned by Assignor.

WHEREAS, Assignor adopted and uses, and thereby, owns all rights, title and interest in and to the trademarks and United States Registrations and Applications thereof identified below by USE. Assignor has an intent to use the marks referenced above by ITU and has filed applications to register that mark based on Assignor's intent to use the marks for the goods and services identified in the applications, along with the goodwill of the business appurtenant to said marks (hereinafter the "Marks," "Registrations" and Applications, respectively). Assignor has not yet filed amendments to allege use under 15 U.S.C. § 1051(b)(1)(c) or statements of use under 15 U.S.C. § 1051(b)(1)(d) for the marks indicated by ITU.

<u>Trademarks</u>	<u>Reg./App. No.</u>	<u>USE/ITU</u>	<u>Classes</u>
ACTIVE ARTS	2,107,662	USE	9,28
AWAREBUILDER	75/792,078	ITU	9
BACKYARDGAMES.COM & Design	75/766,640	ITU	35,38,39,41,42
LEAGUEBUILDER	75/863,464	ITU	9
MESSAGECAST	2,499,818	ITU	38
MISCELLANEOUS DESIGN	2,252,928	ITU	9
MVP MOST VALUABLE PRINTER	75/652,094	ITU	9
MYFUNDRAISING	- 76/135,618	ITU	36
MYTEAM	- 75/623,084	ITU	35
MYTEAM	76/078,617	ITU	35,38
MYTEAM.COM	76/078,615	ITU	35,38
MYTEAMCOACH.COM	75/747,883	ITU	35,38,41
MYTEAMDAD.COM	75/747,902	ITU	35,38,41
MYTEAMFUNDRAISING	- 76/136,097	ITU	36
MYTEAMMOM.COM	75/753,057	ITU	35,38,41
POST AND PLAY	- 75/792,077	ITU	41,42

<u>Trademarks</u>	<u>Reg./App. No.</u>	<u>USE/ITU</u>	<u>Classes</u>
SPORTS MOST VALUABLE PLACE	- 75/880,755	USE	35,41,42
SPORTS MOST VALUABLE PLACE	75/880,758	ITU	9,38,49,41,42
SPORTSMVP.COM	75/878,999	ITU	9,38,39,41
SPORTSMVP.COM	75/879,562	USE	35,38,41
STADIUM CLUB	76/069,216	ITU	35
STATBUILDER	75/895,605	ITU	9,38,39,41
THE GREATEST MOMENTS IN SPORTS ARE HAPPENING IN YOUR NEIGHBORHOOD	76/035,482	N/A	
TOURNAMENTBUILDER	2,185,732	ITU	35,38,41
TOURNAMENTBUILDER	2,249,095	USE	9
WE DO THE WORK SO YOU CAN PLAY	75/944,013	USE	9


WHEREAS, pursuant to the November 29, 2001 merger agreement, Assignee obtained all right, title, and interest in the Marks, Registrations and Applications from Assignor, including the goodwill associated with the Marks and any and all claims, demands, and causes of action for infringement, of the Marks, past, present, and future, and all of the proceeds from the foregoing.

WHEREAS, Assignee, the successor of the ongoing and existing business or portion thereof of Assignor to which the ITU Marks, desires to formalize the acquisition of the Marks, Registrations, and Applications, including the goodwill associated with the ongoing and existing business, the Marks, and any and all claims, demands, and causes of action for infringement, of the Marks, past, present, and future, and all of the proceeds from the foregoing.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby expressly acknowledges, nunc pro tunc, its prior assignment to Assignee all right, title and interest in and to the Marks, Registrations and Applications on the effective date, together with the goodwill of the business symbolized by the Marks and any and all claims, demands, and causes of action for infringement, of the Marks, past, present, and future, and all of the proceeds from the foregoing.

Signed at _____, Massachusetts, this 8 day of June, 2002.

MYTEAM.COM, INC.


 Elliot Katzman
 Chief Executive Officer

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