

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CONVIO, INC.		12/27/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BRIDGE BANK N.A.		
<b>Street Address:</b>	55 Almaden Boulevard		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	National Association:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2586071	CONVIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	858-550-6403		
<b>Email:</b>	erin.obrien@cooley.com		
<b>Correspondent Name:</b>	Erin O'Brien		
<b>Address Line 1:</b>	4401 Eastgate Mall		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	305983-110 CONVIO		
<b>NAME OF SUBMITTER:</b>	Erin O'Brien		
<b>Signature:</b>	/Erin O'Brien/		
<b>Date:</b>	01/25/2006		

**CH \$40.00 2586071**

Total Attachments: 4

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 27, 2005 by and between Bridge Bank N.A. ("Lender") and Convio, Inc., a Delaware corporation ("Borrower").

**RECITALS**

Lender and Borrower are parties to that certain Loan and Security Agreement of even date (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Borrower has granted to Lender a security interest in the Collateral.

NOW, THEREFORE, Borrower agrees as follows:

**AGREEMENT**

To secure performance of Borrower's obligations under the Loan Agreement, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in Borrower's intellectual property as listed on Exhibits A, B and C hereto), 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). Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

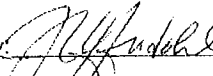
Upon repayment of the indebtedness under the Loan Agreement, the security interest granted herein shall automatically terminate with respect to all such intellectual property. Upon any such termination, Lender will execute and deliver to Borrower such documents as Borrower shall reasonably request to evidence such termination.

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

Address of Borrower:

CONVIO, INC.

11921 N. Mopac Expressway, Suite 200  
Austin, TX 78759

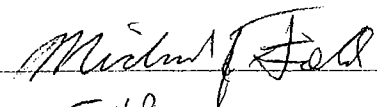
By:   
Title: CFO

Attn: Gene Austin, Chief Executive Officer

Address of Lender:

BRIDGE BANK N.A.

55 Almaden Boulevard  
San Jose, CA 95113

By:   
Title: EVP

Attn: Dan Pistone

**EXHIBIT A**  
**COPYRIGHTS**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Convio. [Application title: Convio administrator user interface]	TX5790347	09/16/2003

**EXHIBIT B**

**PATENTS**

<b>Patents</b>				
<b>Title and Description</b>	<b>Date of Application</b>	<b>Date of Issue</b>	<b>Pending Serial No.</b>	<b>Issued Patent No.</b>
Web-based campaign system	2/21/2003	Not issued	10/371657	n/a
System and method for customizing web pages	2/21/2003	Not issued	10/371387	n/a
System and Method for tracking email messages	2/21/2003	Not issued	10/371440	n/a
System And Method for Storing Electronic Content Elements and Generating Customized Electronic Documents from the Stored Electronic Content Elements	9/27/2004	Not issued	10/950777	n/a

**EXHIBIT C**

**TRADEMARKS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Convio with Vision	2,586,071	06/25/2002