

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONVIO, INC.		10/26/2007	CORPORATION: DELAWARE
GETACTIVE SOFTWARE, INC.		10/26/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	75 E. Trimble Road		
Internal Address:	MC 4770		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	Texas Banking Association:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2586071	CONVIO	
Registration Number:	2564684	BELOCAL	
Registration Number:	2570166	GETACTIVE	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley Godward Kronish LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1181 CONVIO		

CH \$90.00 2586071

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	11/05/2007

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of October 26, 2007, by and among Comerica Bank, a Michigan banking corporation ("Secured Party"), on the one hand, and Convio, Inc., a Delaware corporation ("Parent"), and certain of Parent's Subsidiaries signatory hereto (collectively, jointly and severally, with Parent, "Grantors" and each individually a "Grantor"), on the other hand.

RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of even date herewith (the "Loan Agreement"). All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantors, but only upon the condition, among others, that Grantors shall grant to Secured Party a security interest in all of each Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantors' present or future indebtedness, obligations and liabilities to Secured Party, each Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to such Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary contained herein or in the Loan Agreement, such grant of a security interest shall not extend to, and the term "Collateral" shall not include, any Collateral of any Grantor to the extent that (but only to the extent that) such Collateral is not assignable or capable of being encumbered as a matter of law or under the terms of any license or other agreement applicable thereto or such assignment or encumbrance (including any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent thereof) for such trademark or service mark) would invalidate the rights under the terms of any lease, license or other agreement applicable thereto (but solely in each case to the extent that any such restriction shall be enforceable under applicable law).

2. Authorization and Request. Grantors authorize and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Each Grantor represents, warrants, covenants and agrees as follows:

(a) Such Grantor is now the sole owner of the Collateral, except for non-exclusive licenses granted by such Grantor to its customers in the ordinary course of business;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which such Grantor is party or by which such Grantor is bound;

(c) During the term of this Agreement, such Grantor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by such Grantor in the ordinary course of business or as set forth in this Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(e) Such Grantor shall promptly advise Secured Party of any material change in the composition of any material portion of the Collateral, including but not limited to any subsequent ownership right of such Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) promptly advise Secured Party in writing of material infringements detected on any material Trademarks, Patents or Copyrights and (iii) except to the extent that Grantor, in its reasonable business judgment, deems it appropriate, not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld;

(g) Such Grantor shall apply for registration on an expedited basis (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within 30 days of the date of this Agreement; (ii) if in such Grantor's reasonable business judgment such intellectual property rights are material to such Grantor's business, all registerable intellectual property rights which such Grantor has developed as of the date of this Agreement but heretofore failed to register, within 30 days of the date of this Agreement; and (iii) if in such Grantor's reasonable business judgment such intellectual property rights are material to such Grantor's business, those additional intellectual property rights developed or acquired by such Grantor from time to time in connection with any product, prior to the sale or licensing of such product to any third party and prior to such Grantor's use of such product (including without limitation revisions or additions to the intellectual property rights listed on such

Exhibits A, B and C). Such Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral such Grantor shall give Secured Party notice of all such applications or registrations;

(h) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time such Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (j) below;

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (i) for the grant by such Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by such Grantor in the United States or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;

(j) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of such Grantor with respect to the Collateral is accurate and complete in all material respects;

(k) Such Grantor shall not enter into any agreement that would materially impair or conflict with such Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Such Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in such Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

(l) Upon any executive officer of such Grantor obtaining actual knowledge thereof, such Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Collateral, the ability of such Grantor to dispose of any Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

4. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantors' sole expense, any actions that Grantors are required under this Agreement to take but which Grantors fail to take, after 15 days' notice to Parent. Grantors shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Subject to the limitations contained in the Loan Agreement, each Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Parent, any of Grantors' plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Parent and as often as may be reasonably requested.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantors will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Each Grantor hereby irrevocably appoints Secured Party as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, upon the occurrence and during the continuation of an Event of Default, (i) to modify, in its sole discretion, this Agreement without first obtaining such Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by such Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which such Grantor no longer has or claims any right, title or interest, and (ii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Loan Agreement; or

(b) Any Grantor breaches any warranty or agreement made by such Grantor in this Agreement and, as to any breach that is capable of cure, such Grantor fails to cure such breach within 5 days of the occurrence of such breach.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantors to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantors will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. Each Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and any Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for any of the foregoing arising from or out of Secured Party's gross negligence or willful misconduct.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements in accordance with the provisions contained in the Loan Agreement.

12. Amendments. This Agreement may be amended only by a written instrument signed by the parties hereto.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. California Law and Jurisdiction; Jury Waiver; Notices. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to

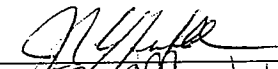
the exclusive jurisdiction of any state or federal court located in Santa Clara County, California. GRANTOR AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE CREDIT AGREEMENT, THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. In the event this waiver is not enforceable, Section 11.3 of the Loan Agreement shall be effective and applicable as if set forth herein in its entirety. Any notices required to be given under this agreement shall be made in the manner and at the address set forth in Section 10 of the Loan Agreement.

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

[SIGNATURE PAGE TO FOLLOW]

GRANTORS:

CONVIO, INC.,

By: 
Name: J. B. Osterdahl
Its: CEO

GETACTIVE SOFTWARE, INC.,

By: 
Name: J. B. Osterdahl
Its: CEO

SECURED PARTY

COMERICA BANK

By: *Denise Day*
Name: Denise Day
Its: Vice President

EXHIBIT A
Copyrights

SRC No.	Liens/Status	Owner	Title	Reg. No.	Reg. Date
1/5/2	Registered	Convio, Inc.	Convio administrator user interface	TX 5-790-347	09/16/2003

Exhibit A

EXHIBIT B
Patents

Title and Description	Date of Application	Date of Issue	Pending Serial No.	Issued Patent No.
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 B

EXHIBIT C
Trademarks

SRC No.	Status/Liens	Owner	Trademark	Reg. No./ Serial No.	Reg. Date/ File Date
1/19/4	Registered	CONVIO, INC.	CONVIO	2,586,071	06/25/2002
2/19/1	Registered	LocusPocus, Inc.	BELOCAL	2,564,684	04/23/2002
2/19/2	Registered	GetActive Software, Inc.	GETACTIVE	2,570,166	05/14/2002

Exhibit C

BN 1290781v2

RECORDED: 11/05/2007

TRADEMARK
REEL: 003654 FRAME: 0639