# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | First Lien Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| The Active Network Inc. | | 11/15/2013 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

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|---|---|
| Name: | Bank of America, N.A., as collateral agent |
| Street Address: | 101 California Street, Suite 1750 |
| City: | San Francisco |
| State/Country: | CALIFORNIA |
| Postal Code: | 94111 |
| Entity Type: | Association: UNITED STATES |

PROPERTY NUMBERS Total: 78

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 2842121 | ACTIVE.COM |
| Registration Number: | 2697145 | ACTIVE.COM |
| Registration Number: | 2722986 | ETEAMZ |
| Registration Number: | 2915468 | ACTIVEADVANTAGE |
| Registration Number: | 2677073 | THE ACTIVE NETWORK |
| Registration Number: | 2499818 | MESSAGECAST |
| Registration Number: | 2860455 | MYTEAM |
| Registration Number: | 2860456 | MYTEAM.COM |
| Registration Number: | 2871945 | POST AND PLAY |
| Registration Number: | 2185732 | TOURNAMENTBUILDER |
| Registration Number: | 2747427 | ACTIVEGIVING |
| Registration Number: | 2327240 | RECNET |
| Registration Number: | 3269226 | ACTIVE COMMUNITY SOLUTIONS |
| Registration Number: | 3248254 | ACTIVE NET |

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|---|---|---|
| Registration Number: | 3204971 | DO IT SPORTS |
| Registration Number: | 3325684 | ACTIVE GIVING |
| Registration Number: | 2564823 | CLASS |
| Registration Number: | 3309036 | STOP WORKING OUT, START TRAINING! |
| Registration Number: | 3442704 | ACTIVE |
| Registration Number: | 2318291 | FAIRWAY SYSTEMS |
| Registration Number: | 1673772 | FAIRWAY SYSTEMS |
| Registration Number: | 3385973 | ACTIVEGOLF |
| Registration Number: | 3285697 | LEAGUEONE |
| Registration Number: | 2686568 | ECAMP |
| Registration Number: | 3244269 | SCHOOLBOOKS |
| Registration Number: | 3049669 | LAXPOWER |
| Registration Number: | 3270533 | REGONLINE |
| Registration Number: | 3640569 | YOUR SITE. YOUR WAY. |
| Registration Number: | 3400304 | EXHIBITOR RESOURCE CENTER |
| Registration Number: | 3400291 | SPEAKER RESOURCE CENTER |
| Registration Number: | 3400264 | EVENTCONSOLE |
| Registration Number: | 3438982 | WINGATEWEB |
| Registration Number: | 3438994 | LEADADVANCE |
| Registration Number: | 3726811 | CITIZEN ACCESS SUITE |
| Registration Number: | 3388032 | HY-TEK SPORTS SOFTWARE |
| Registration Number: | 2849259 | RESERVE AMERICA |
| Registration Number: | 2669497 | RESERVEAMERICA |
| Registration Number: | 3901199 | ACTIVEEVENTS |
| Registration Number: | 3832780 | ACTIVEWORKS |
| Registration Number: | 3769221 | COUCH TO 5K |
| Registration Number: | 3205949 | PURESEND |
| Registration Number: | 3958909 | ACTIVEX |
| Registration Number: | 3730977 | ATTENDEE JOURNEY |
| Registration Number: | 3566753 | CLUBSPACES |
| Registration Number: | 3843583 | RETURN ON MINISTRY |
| Registration Number: | 3701866 | RETURNONMINISTRY |
| Registration Number: | 3115684 | FELLOWSHIP ONE |
| Registration Number: | 3047772 | FT |
| Registration Number: | 3108430 | FELLOWSHIP TECHNOLOGIES |

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|---|---|---|
| | 2996739 | ACCELERATING THE DYNAMIC CHURCH |
| Registration Number: | 4176184 | ACTIVETRAINER |
| Registration Number: | 3963520 | X |
| Registration Number: | 4003245 | REALSKI |
| Registration Number: | 4003244 | REALSKI |
| Registration Number: | 2845677 | RTP |
| Registration Number: | 2671958 | RTP |
| Registration Number: | 4403970 | 411U |
| Registration Number: | 2610852 | ATTENDEE RELATIONSHIP MANAGEMENT |
| Registration Number: | 3854850 | MEETINGS 1:1 |
| Registration Number: | 3921137 | MEETINGVIEW |
| Registration Number: | 2514949 | MPOINT |
| Registration Number: | 3410502 | ON DEMAND GLOBAL MEETING SOLUTIONS |
| Registration Number: | 3724479 | RAPIDRFP |
| Registration Number: | 2655285 | STARCITE |
| Registration Number: | 3273694 | STARCITE |
| Registration Number: | 4182996 | LIVEPASS |
| Registration Number: | 4397245 | COUCH TO 5K |
| Registration Number: | 3279614 | SMARTEVENT |
| Registration Number: | 3279615 | SMARTEVENT |
| Registration Number: | 2743228 | SPORG |
| Registration Number: | 2722987 | E ETEAMZ |
| Serial Number: | 85674499 | MOB |
| Serial Number: | 85715395 | WANNADO |
| Serial Number: | 85890436 | PARKNSPOT |
| Serial Number: | 86091546 | ACTIVE NETWORK |
| Serial Number: | 86091557 | A |
| Serial Number: | 85493854 | TAKE A LOAD OFF |
| Serial Number: | 85496821 | ACTIVEX |

CORRESPONDENCE DATA

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

| | |
|---|---|
| Address Line 1: | c/o Cahill Gordon & Reindel LLP |
| Address Line 2: | 80 Pine Street |
| Address Line 4: | New York, NEW YORK 10005 |

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|---|---|
| NAME OF SUBMITTER: | Elaine Carrera |
| Signature: | /Michael Barys TR/ |
| Date: | 11/15/2013 |

Total Attachments: 11
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Execution Copy

# FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien Trademark Security Agreement dated as of November 15, 2013 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of Bank of America, N.A., in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain First Lien credit agreement, dated as of November 15, 2013 (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among The Active Network, Inc., a Delaware corporation, and Lanyon, Inc., a Delaware corporation (collectively, the "Borrowers"), Athlaction Holdings, LLC, a Delaware limited liability company ("Holdings"), certain subsidiaries of Holdings from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a First Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral

Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations and unasserted expense reimbursement obligations, and that, pursuant to the provisions of the Credit Agreement, the other Loan Documents and any Secured Hedging Agreement, survive the termination thereof, and any outstanding Letters of Credit that are cash collateralized in accordance with the Credit Agreement or are backstopped), the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**THE ACTIVE NETWORK, INC.**

By: _____
Name: Scott Edward Mendel
Title: Chief Financial Officer

[Signature Page to First Lien Trademark Security Agreement]

Accepted and Agreed:

**BANK OF AMERICA, N.A.,**
as Collateral Agent

By: _____
Name: Gregory Roetting
Title: VP

[Signature Page to First Lien Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

| OWNER | REGISTRATION NUMBER | TITLE |
|---|---|---|
| THE ACTIVE NETWORK, INC. | 2,842,121<br>05/18/2004 | **ACTIVE.COM.**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 2,697,145<br>03/18/2003 | ACTIVE.COM with design<br>active.com |
| THE ACTIVE NETWORK, INC. | 2,722,986<br>6/10/2003 | **ETEAMZ**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 2,915,468<br>01/04/2005 | **ACTIVE ADVANTAGE**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 2,677,073<br>01/21/2003 | **THE ACTIVE NETWORK**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 2,499,818<br>10/23/2001 | **MESSAGECAST**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 2,860,455<br>07/06/2004 | **MYTEAM**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 2,860,456<br>07/06/2010 | **MYTEAM.COM**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 2,871,945<br>08/10/2004 | **POST AND PLAY**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 2,185,732<br>09/01/1998 | **TOURNAMENTBUILDER**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 2,747,427<br>8/05/2003 | **ACTIVEGIVING**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 2,327,240<br>03/07/2000 | **RECNET**<br>(WORDMARK) |

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|---|---|---|
| THE ACTIVE NETWORK, INC. | 3,269,226<br>07/24/2007 | **ACTIVE COMMUNITY SOLUTIONS**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 3,248,254<br>05/29/2007 | **ACTIVE.NET**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 3,204,971<br>02/06/2007 | **DO IT SPORTS**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | TMA 650,111<br>10/11/2005 | CLASS with Design<br>Class |
| THE ACTIVE NETWORK, INC. | 3,325,684<br>10/30/2007 | **ACTIVE GIVING**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | TMA 536,881<br>11/08/2000 | **CLASS**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 2,564,823<br>04/30/2002 | **CLASS**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 3.309.036<br>10/09/2007 | **STOP WORKING OUT, START TRAINING!**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 3,442,704<br>06/03/2008 | **ACTIVE**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 2,318,291<br>02/15/2000 | FAIRWAY SYSTEMS<br>FAIRWAY<br>SYSTEMS |
| THE ACTIVE NETWORK, INC. | 1,673,772<br>01/28/1992 | **FAIRWAY SYSTEMS**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 3,385,973<br>2/19/2008 | **ACTIVEGOLF**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 3,285,697<br>08/28/2007 | **LEAGUEONE**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 2,686,568<br>02/11/2003 | ECAMP<br>eCamp |

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|---|---|---|
| THE ACTIVE NETWORK, INC. | 3,244,269<br>05/22/2007 | **SCHOOLBOOKS**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 3,049,669<br>1/24/2006 | **LAXPOWER**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 3,270,533<br>7/24/2007 | **REGONLINE**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 3,640,569<br>6/16/2009 | **YOUR SITE. YOUR WAY.**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 3,400,304<br>3/18/2008 | **EXHIBITOR RESOURCE CENTER**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 3,400,291<br>3/18/2008 | **SPEAKER RESOURCE CENTER**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 3,400,264<br>3/18/2008 | **EVENT CONSOLE**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 3,438,982<br>06/03/2008 | **WINGATEWEB**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 3,438,994<br>06/03/2008 | **LEADADVANCE**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 3,726,811<br>12/15/2009 | **CITIZEN ACCESS SUITE**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 3,388,032<br>2/6/2008 | **HY-TEK SPORTS SOFTWARE**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 2,849,259<br>06/01/2004 | RESERVE AMERICA<br>(Stylized)<br>reserve america |
| THE ACTIVE NETWORK, INC. | 2,669,497<br>12/31/2002 | **RESERVEAMERICA**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 3,901,199<br>1/4/2011 | **ACTIVEEVENTS**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 3,832,780<br>8/10/2010 | **ACTIVEWORKS**<br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 3,769,221<br>3/30/2010 | **COUCH TO 5K**<br>(WORDMARK) |

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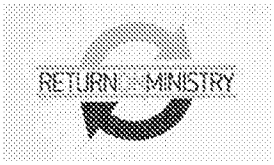
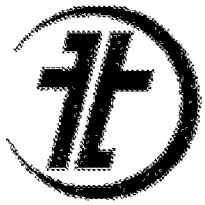
| THE ACTIVE NETWORK, INC. | 3,205,949<br>02/06/2007 | **PURESEND**<br><br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 3,958,909<br>5/10/2011 | **ACTIVEX**<br><br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 3,730,977<br>12/29/2009 | **ATTENDEE JOURNEY**<br><br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 3,566,753<br>01/27/2009 | **CLUBSPACES**<br><br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 3,843,583<br>9/7/2010 | RETURNONMINISTRY with design<br><br>  |
| THE ACTIVE NETWORK, INC. | 3,701,866<br>10/27/2009 | **RETURNONMINISTRY**<br><br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 3,115,684<br>7/18/2006 | **FELLOWSHIP ONE**<br><br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 3,047,772<br>1/24/2006 | FT with design<br><br>  |
| THE ACTIVE NETWORK, INC. | 3,108,430<br>06/27/2006 | **FELLOWSHIP TECHNOLOGIES**<br><br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 2,996,739<br>9/20/2005 | **ACCELERATING THE DYNAMIC CHURCH**<br><br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 4,176,184<br>07/17/2012 | **ACTIVE TRAINER**<br><br>(WORDMARK) |
| THE ACTIVE NETWORK, INC. | 3,963,520<br>5/17/2011 | ACTIVEX Design<br><br> |

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|---|---|---|
| THE ACTIVE NETWORK, INC. | 4,003,245<br>7/26/2011 | **REALSKI** |
| THE ACTIVE NETWORK, INC. | 4,003,244<br>7/26/2011 | REALSKI with design<br>REALSKI |
| THE ACTIVE NETWORK, INC. | 2,845,677<br>5/25/2004 | **RTP** |
| THE ACTIVE NETWORK, INC. | 2,671,958<br>1/7/2003 | **RTP** |
| THE ACTIVE NETWORK, INC. | | **TAKE A LOAD OFF** |
| THE ACTIVE NETWORK, INC. | 4,403,970<br>9/17/2013 | **411U** |
| THE ACTIVE NETWORK, INC. | | **ACTIVEX** |
| THE ACTIVE NETWORK, INC. | 2,610,852<br>8/20/2002 | **ATTENDEE RELATIONSHIP MANAGEMENT** |
| THE ACTIVE NETWORK, INC. | 3,854,850<br>9/28/2010 | **MEETINGS 1:1** |
| THE ACTIVE NETWORK, INC. | 3,921,137<br>2/15/2011 | **MEETINGVIEW** |
| THE ACTIVE NETWORK, INC. | 2,514,949<br>12/04/2001 | **MPOINT** |
| THE ACTIVE NETWORK, INC. | 3,410,502<br>4/8/2008 | **ON DEMAND GLOBAL MEETING SOLUTIONS** |
| THE ACTIVE NETWORK, INC. | 3,724,479<br>12/15/2009 | **RAPIDRFP** |
| THE ACTIVE NETWORK, INC. | 2,655,285<br>12/03/2002 | **STARCITE** |
| THE ACTIVE NETWORK, INC. | 3,273,694<br>8/7/2007 | STARCITE *(Stylized)*<br>starCITE |
| THE ACTIVE NETWORK, INC. | 4,182,996<br>7/13/2012 | **LIVEPASS** |
| THE ACTIVE NETWORK, INC. | 4,397,245<br>9/3/2013 | **COUCH TO 5K** |

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|---|---|---|
| THE ACTIVE NETWORK, INC. | 3,279,614<br>08/14/2007 | **SMARTEVENT** |
| THE ACTIVE NETWORK, INC. | 3,279,615<br>08/14/2007 | SmartEvent |
| THE ACTIVE NETWORK, INC. | 2,743,228<br>07/29/2003 | SPORG |
| THE ACTIVE NETWORK, INC. | 2,722,987<br>06/10/2003 | E ETEAMZ |

United States Trademark Applications:

| OWNER | APPLICATION NUMBER | TITLE |
|---|---|---|
| THE ACTIVE NETWORK, INC. | 85/674,499<br>07/11/2012 | **MOB** |
| THE ACTIVE NETWORK, INC. | 85/715,395<br>8/28/2012 | **WANNADO** |
| THE ACTIVE NETWORK, INC. | 85/890,436<br>3/29/2013 | **PARKNSPOT** |
| THE ACTIVE NETWORK, INC. | 86/091,546<br>10/15/2013 | **ACTIVE NETWORK** |
| THE ACTIVE NETWORK, INC. | 86/091,557<br>10/15/2013 | A |
| THE ACTIVE NETWORK, INC. | 85/493,854<br>12/13/2011 | **TAKE A LOAD OFF** |
| THE ACTIVE NETWORK, INC. | 85/496,821<br>12/15/2011 | **ACTIVEX** |