

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lanyon, Inc.		11/15/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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: 10

Property Type	Number	Word Mark
Registration Number:	3292449	CONTENT CONTROL CENTER
Registration Number:	3205241	HODPUBLISHER
Registration Number:	1994847	LANYON
Registration Number:	1439639	LANYON
Registration Number:	3236112	LANYON
Registration Number:	3323949	LANYON. MAKING INFORMATION TRAVEL.
Registration Number:	3126630	MAKING INFORMATION TRAVEL
Registration Number:	3135562	PROPERTYVAULT
Registration Number:	3210442	RATEPUBLISHER
Registration Number:	3205352	RFPPUBLISHER

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.*

OP \$265.00 3292449

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

NAME OF SUBMITTER:	Elaine Carrera
Signature:	/Michael Barys TR/
Date:	11/18/2013

**Total Attachments: 6**

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second 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 second 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 Second 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 grant-

ed 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 and the other Loan Documents, survive the termination thereof, 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.

LANYON, INC.

By: 

Name: Steve Cornell

Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]


TRADEMARK

REEL: 005155 FRAME: 0888

Accepted and Agreed:

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

By:

  
Name: Gregory Roetting  
Title: VP

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005155 FRAME: 0889**

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
LANYON, INC.	3,292,449 09/11/2007	CONTENT CONTROL CENTER
LANYON, INC.	3,205,241 02/06/2007	HODPUBLISHER
LANYON, INC.	1,994,847 08/20/1996	LANYON
LANYON, INC.	1,439,639 05/12/1987	LANYON (Supplemental Register)
LANYON, INC.	3,236,112 05/01/2007	
LANYON, INC.	3,323,949 10/30/2007	
LANYON, INC.	3,126,630 08/08/2006	MAKING INFORMATION TRAVEL
LANYON, INC.	3,135,562 08/29/2006	PROPERTYVAULT
LANYON, INC.	3,210,442 02/20/2007	RATEPUBLISHER
LANYON, INC.	3,205,352 02/06/2007	RFPPUBLISHER

United States Trademark Applications:

None.