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
The Active Network 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: 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

OP $1965.00 2842121

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:	2669497	RESERVEAMERICA
Registration Number:	3901199	ACTIVEEVENTS
Registration Number:	3832780	ACTIVEWORKS
Registration Number:	3769221	COUCH TO 5K
Registration Number:	2849259	RESERVE AMERICA
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

	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

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

Total Attachments: 11
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Execution Copy

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.

THE ACTIVE NETWORK, INC.

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

[Signature Page to Second Lien Trademark Security Agreement]

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]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

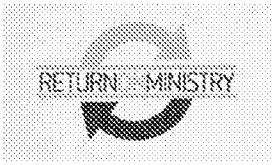
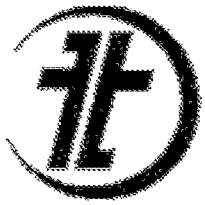
UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

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

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

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

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

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

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

United States Trademark Applications:

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