

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318449

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., AS COLLATERAL AGENT		09/30/2014	NATIONAL ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	THE ACTIVE NETWORK INC.		
Street Address:	10182 Telesis Court, Suite 100		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2318291	FAIRWAY SYSTEMS	
Registration Number:	1673772	FAIRWAY SYSTEMS	
Registration Number:	3385973	ACTIVEGOLF	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	17416-2		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	09/30/2014		
Total Attachments: 4			
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RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of September 30, 2014 ("Effective Date") by and between **BANK OF AMERICA, N.A.**, a national association, with its principal office at 101 California Street, Suite 1750, San Francisco, California 94111, in its capacity as collateral agent for the secured parties (the "Collateral Agent"), and **THE ACTIVE NETWORK INC.**, a Delaware corporation, with its principal office at 10182 Telesis Court, Suite 100, San Diego, California 92121 ("Pledgor").

WHEREAS, pursuant to the terms and conditions of that certain Second Lien Trademark Security Agreement by and between Pledgor and Collateral Agent dated November 15, 2013 (the "Second Lien Trademark Security Agreement"), Pledgor granted to Collateral Agent a continuing security interest in and to all of its right, title and interest in and to the Trademark Collateral (as defined in the Second Lien Trademark Security Agreement), including, without limitation, the trademark registrations set forth on Schedule A attached hereto, together with the goodwill associated therewith (collectively, the "Specified Trademarks");

WHEREAS, Pledgor and Collateral Agent entered into the Second Lien Trademark Security Agreement pursuant to the terms and conditions of that certain Second Lien Security Agreement by and between Pledgor and Collateral Agent dated November 15, 2013 (the "Security Agreement");

WHEREAS, the Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on November 18, 2013, at Reel/Frame 5155/0891; and

WHEREAS, in reliance on the Pledgor's certifications referenced in that certain Officer's Certificate, dated September 30, 2014, concerning the sale of the Specified Trademarks pursuant to that certain Purchase Agreement, dated as of September 30, 2014, by and among GolfNow G1, LLC, a Delaware limited liability company, Active Golf, LLC, a Delaware limited liability company, and Pledgor (the "Purchase Agreement"), Collateral Agent has agreed to release, discharge, terminate and cancel its security interest in the Specified Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby terminates, cancels and releases any and all security interests it has against the Specified Trademarks.

This Release is applicable only and solely with respect to the Specified Trademarks and to no other trademarks constituting collateral arising under the Security Agreement or the Second Lien Trademark Security Agreement (including any Proceeds from the sale of the Specified Trademarks). Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to Collateral Agent under the Security Agreement and the Second Lien Trademark Security Agreement with respect to all such other Trademarks (as defined in the Security Agreement) constituting collateral and not transferred in connection with the Purchase Agreement (collectively "Retained Collateral"), and Collateral Agent's security

interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

Collateral Agent shall take all further actions, and provide to Pledgor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Pledgor, and at Pledgor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

BANK OF AMERICA, N.A., AS COLLATERAL AGENT

Amir Saleem

Name: _____
Title: _____

Amir Saleem
Vice President

[Signature Page to Release of Second Lien Security Interest in Trademarks]

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>Country</u>	<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
UNITED STATES	FAIRWAY SYSTEMS	75/540,787	08/20/1998	2,318,291	02/15/2000
UNITED STATES	FAIRWAY SYSTEMS (WORDMARK)	74/107,052	10/16/1990	1,673,772	01/28/1992
UNITED STATES	ACTIVEGOLF (WORDMARK)	77/026,266	10/20/2006	3,385,973	2/19/2008